

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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 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 July 8, 2024, meetings is below. All meetings will 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 July 8, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 552 44985; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, July 5, 2024, and ending at 6:00 p.m. on Monday, July 8, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on July 8, 2024. You must sign up by 6:00 p.m. to be called on to testify. (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 not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding 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. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) 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. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, 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. Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

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

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- 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, all first reading ordinances together (with the exception of first reading ordinances associated with hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, hearing items, special considerations, 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. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. A speaker asserting a statement of fact may be asked by a council member to document and identify the sources of the factual datum being asserted.
- I. 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.
- J. City employees or city officials (including members of city boards and commissions) 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 while in uniform; or city property, including using a city-issued computer or cell phone, in giving testimony.
- K. 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 and avoiding unlawful harassment set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, Newly Revised*, shall extend to all speakers before the city council. The city council's policy advisor and/or a 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. All persons attending city council meetings or city council sponsored meetings shall refrain from harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. 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. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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. Testimony on a legislative item deferred to a future date certain shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral amendments to consent or legislative agenda items, votes to override a mayoral veto, or solely procedural, parliamentary, or administrative matters of the council.
- D. 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.
- E. 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.
- F. 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.
 - G. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.
 - H. In addition to in-person or remote verbal testimony, 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, JULY 8, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KITTY KLITZKE

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. 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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- City 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 two-minute speaking time during Open Forum and a three-minute speaking time for other matters. 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, including veto overrides.

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/citycouncil/documents/>.

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

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM 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
West Quadrant Project Advisory Committee: Seven Appointments	Confirm	CPR 2007-0039

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Purchase from Correctional Industries (Tumwater, WA) of sixty-six metal trash cans and sixty-six metal recycling bins for use in the downtown core—\$216,769.61 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Chris Averyt	Approve	OPR 2024-0522
2. Purchase from Consolidated Electrical Distributors dba Columbia Electric Supply (Spokane Valley, WA) of 480V transformers, switch gear, panels, and associated electrical supplies to upgrade the electrical system at Upriver Dam—\$238,208.60. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) Loren Searl	Approve	OPR 2024-0523 RFQ 6139-24
3. Five-year Value Blanket with Oxarc (Spokane) for as-needed purchase of Sulfuric Acid Solution H2SO4 50% for the Riverside Park Water Reclamation Facility from	Approve	OPR 2024-0524 RFQ 6138-24

July 15, 2024, through July 14, 2029—estimated total cost \$263,050. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Kyle Arrington

- | | | | |
|-----------------------|--|---------|---------------------------------|
| 4. | Public Works Agreement with McKinstry, Co. LLC (Spokane) for burner and boiler controls upgrade at the Riverside Park Water Reclamation Facility from June 15, 2024, through March 31, 2025—not to exceed \$369,800 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke) | Approve | OPR 2024-0525
PW ITB 6128-24 |
| Kyle Arrington | | | |
| 5. | Two-year Value Blanket with Pomp Tire Services (Spokane) for purchase of tires and tire-related products for the Fleet Services Department—\$800,000 annually. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone) | Approve | OPR 2024-0526 |
| Rick Giddings | | | |
| 6. | Personal Service Agreement with Pomp Tire Services (Spokane) for miscellaneous tire services for the Fleet Services Department from July 1, 2024, through June 30, 2029—\$380,000 annually (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone) | Approve | OPR 2024-0527 |
| Rick Giddings | | | |
| 7. | Public Works Contract with McLintock & Turk, Inc. (Spokane) for the Nelson Facility Compressed Natural Gas Fuel System Expansion Project Phases 2, 3 and 4, from August 1, 2024, through December 31, 2026—not to exceed \$300,929 (plus tax, if applicable) (\$84,220 in 2024 for Phase 2, \$94,496 in 2025 for Phase 3, and \$122,213 in 2026 for Phase 4). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone) | Approve | OPR 2024-0528
PW ITB 6108-24 |
| Rick Giddings | | | |
| 8. | Contract Renewal 4 of 4 with Racom, Inc. (Spokane Valley, WA) for commissioning, radio, and electrical equipment installation for fleet vehicles—not to exceed \$150,000 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone) | Approve | OPR 2019-0885
RFP 5153-20 |
| Rick Giddings | | | |
| 9. | Personal Services Agreement with Abadan Reprographics (Spokane) for reprographics services for the Engineering Services Department from July 1, 2024, through June 30, 2026—not to exceed \$125,000 (plus tax, if applicable, and in accordance with the pricing form attached in Exhibit B). (Council Sponsors: | Approve | OPR 2024-0529
IRFP 6151-24 |

Council President Wilkerson and Council Members Bingle and Klitzke)

Dan Buller

- 10. Escrow Agreement and Warranty Deed with Daniel G. Ghebream and Rahel Araya to acquire needed property for the Palouse-Freya Roundabout—\$255,000 (plus closing costs). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Approve OPR 2024-0530
ENG 2023133

Dan Buller

- 11. Consultant Agreement with Integrus Architecture, P.S. (Spokane) for a public space concept study and space programming with the intent of addressing public facing departments in City Hall for floors one through three from July 1, 2024, through December 31, 2024—\$70,260 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Approve OPR 2024-0531

Dave Steele

- 12. Public Works Agreement with The Hiller Companies, LLC (Spokane Valley, WA) for clean agent fire suppression panel and component replacement at the Police Evidence Facility from July 13, 2024, through December 31, 2024—not to exceed \$66,485 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Approve OPR 2024-0532
RFB 24-007

Dave Steele

- 13. Report of the Mayor of pending:
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, 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 _____, 2024: \$_____.

Approve & Authorize Payments CPR 2024-0002

CPR 2024-0003

- 14. a. City Council Meeting Minutes: _____, 2024.
- b. City Council Standing Committee Meeting Minutes _____, 2024.

Approve All CPR 2024-0013



LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Request motion to defer the following item indefinitely (ORD C36521) as the budget adjustments are addressed in Special Budget Ordinance C36540:

- ORD C36521 Forfeitures and Contributions Fund
 - 1) Increase appropriation by \$520,000.
 - A) Of the increased appropriation, \$100,000 is to be provided solely for vehicles.
 - B) Of the increased appropriation, \$140,000 is to be provided solely for machinery/equipment.
 - C) Of the increased appropriation, \$160,000 is to be provided solely for software maintenance.
 - D) Of the increased appropriation, \$25,000 is to be provided solely for personal protective equipment.
 - E) Of the increased appropriation, \$80,000 is to be provided solely for confidential funds.
 - F) Of the increased appropriation, \$15,000 is to be provided solely for registration/schooling.

(This action arises from needs throughout the police investigative unit.)
(Deferred from May 20, 2024, Agenda) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Eric Olsen

- ORD C36537 Water-Wastewater Fund
 - 1) Increase appropriation by \$1,413,103.
 - A) Of the increased appropriation, \$955,117 is provided solely for city utility tax in the Sewer Maintenance department.
 - B) Of the increased appropriation, \$337,986 is provided solely for city utility tax in the Riverside Park Reclamation Facility department.
 - C) Of the increased appropriation, \$80,000 is provided solely for city utility tax in the Water department.
 - D) Of the increased appropriation, \$40,000 is provided solely for city utility tax in the Integrated Capital Management department.

and

Solid Waste Fund

2) Increase appropriation by \$3,348,500.

A) Of the increased appropriation, \$2,830,000 is to be provided solely for fleet maintenance in the Solid Waste Collection department.

B) Of the increased appropriation, \$362,500 is to be provided solely for city utility tax in the Solid Waste Collection department.

C) Of the increased appropriation, \$156,000 is to be provided solely for city utility tax in the Solid Waste Disposal department.

(This action arises from the need to adjust various Enterprise funds.)
(Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Matt Boston

ORD C36538

Increasing General Fund revenue by \$1,871,00 and Fire/EMS Fund revenue by \$300,000 and providing recommendations to adjust material budget variances per SMC 07.14.030(C)(3). This ordinance covers increases, decreases, and other adjustments for the following departments: Spokane Police Department, Management and Budget Office, Internal Audit, Clerk's Office, Council Office, Mayor's Office, Police Ombudsman, as well as other departments as described in the ordinance.

(This action arises from the need to adjust the General Fund budget.)
(Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Matt Boston

ORD C36539

Fleet Services Fund

1) Increase revenue by \$2,400,000.

A) Of the increased revenue, \$2,400,000 is provided solely for interfund vehicle/equipment repair.

2) Increase appropriation by \$2,400,000.

A) Of the increased appropriation, \$1,000,000 is provided solely for vehicle repair & maintenance supply.

B) Of the increased appropriation, \$1,200,000 is provided solely for equipment repairs & maintenance.

C) Of the increased appropriation, \$200,000 is provided solely for contractual services.

and

Management Information Services Fund

1) Decrease appropriation by \$206,669.

A) Of the decreased appropriation, \$205,000 is removed solely from software maintenance.

B) Of the decreased appropriation, \$1,669 is removed from base wages and associated employee benefits.

and

Reprographics Fund

1) Decrease appropriation by \$36,864.

A) Of the decreased appropriation, \$18,600 is removed solely from equipment repairs/maintenance.

B) Of the decreased appropriation, \$18,264 is removed solely from hardware maintenance.

and

Utility Billing Fund

1) Decrease appropriation by \$1,797.

A) Of the decreased appropriation, \$1,797 is removed from base wages and associated employee benefits.

(This action arises from the need to adjust various Internal Services funds.) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Matt Boston

ORD C36540

Public Safety Personnel and Crime Reduction Fund

1) Eliminate one classified, vacant Crime Analyst (from 1 to 0) in the Police Crime Analysis program.

2) Decrease appropriation by \$113,582.

A) Of the decreased appropriation, \$113,582 is removed from base wages and associated employee benefits in the Police Crime Analysis program.

and

Forfeitures and Contributions Fund

1) Increase appropriation by \$520,500.

A) Of the increased appropriation, \$100,000 is to be provided solely for vehicles.

B) Of the increased appropriation, \$140,000 is to be provided solely for machinery/equipment.

C) Of the increased appropriation, \$160,000 is to be provided solely for software maintenance.

D) Of the increased appropriation, \$25,000 is to be provided solely for personal protective equipment.

E) Of the increased appropriation, \$70,000 is to be provided solely for confidential funds.

F) Of the increased appropriation, \$15,000 is to be provided solely for registration/schooling.

G) Of the increased appropriation, \$10,500 is to be provided solely for operating supplies.

and

Traffic Calming Measures Fund

1) Increase appropriation by \$50,000.

A) Of the increased appropriation, \$50,000 is to be provided solely for fleet maintenance.

and

Library Fund

1) Decrease appropriation by \$1,434.

A) Of the decreased appropriation, \$1,434 is removed from base wages and associated employee benefits.

and

Park Fund

1) Decrease appropriation by \$1,582.

A) Of the decreased appropriation, \$1,582 is removed from base wages and associated employee benefits.

(This action arises from the need to adjust various Special Revenue funds.) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Matt Boston

ORD C36542

Regarding changes to various Funds to make grade and associated pay range changes for various positions (for the second quarter of 2024, as more specifically described in the ordinance).

(This action arises from the need to adjust pay ranges to align with salary analysis.) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Mike Ormsby

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2024-0055 Adopting the City of Spokane's federal legislative agenda for the years 2024-2025. (Deferred from June 24, 2024, Agenda) (Council Sponsors: Council Members Zappone, Bingle, and Dillon)

Erik Poulsen

RES 2024-0062 Relating to the Traffic Calming Fund requesting the mayor use current funding to establish a Sidewalk Improvement and Repair Pilot Program. (Council Sponsors: Council President Wilkerson and Council Members Zappone and Klitzke)

Council Member Zappone

RES 2024-0063
OPR 2024-0534 Declaring Whitney Equipment Company, Inc. (Woodinville, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Teledyne ISCO Flow Monitoring Systems Parts and Supplies

for a five (5) year period from August 1, 2024, through July 31, 2029—approximately \$680,000.00 without public bidding. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Kyle Arrington

RES 2024-0064 Setting hearing before the City Council for August 12, 2024, for the vacation of the alley between Lee Street and Stone Street, from the south line of Broadway Ave to the north line of Springfield Avenue, as requested by Richard Clemson. (Council Sponsors: Council Members Zappone and Klitzke)
Eldon Brown

ORD C36532 Relating to the City’s Code of Ethics; adopting a new Chapter 01.04B of the Spokane Municipal Code and repealing Chapter 01.04A of the Spokane Municipal Code. (As amended on June 24, 2024) (Council Sponsors: Council President Wilkerson and Council Members Navarrete and Dillon)
Michael Piccolo

ORD C36533 Relating to Whistleblower Protection; adopting a new Chapter 01.04C of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Navarrete and Dillon)
Michael Piccolo

ORD C36534 Titled “Gun Violence Prevention for a Safer Spokane,” relating to the establishment provisions relating to firearms safety and prevention; adopting a new Chapter 10.75 to Title 10 of the Spokane Municipal Code, and repealing Section 12.05.065 of the Spokane Municipal Code. (Council Sponsors: Council Members Dillon and Klitzke)
Council Member Dillon

ORD C36535 To adopt an overlay zone for property located at 1925 W. 36th Avenue in the City and Council of Spokane, State of Washington, by amending the official zoning map to show a planned unit development overlay zone for said property. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Melissa Owen

ORD C36536 To adopt an overlay zone for property located at 4502 N. Havana Street, 4599 E. Longfellow Street, and 4522 E. Longfellow Avenue in the City and County of Spokane, State of Washington, by amending the official zoning map to show a planned unit development overlay zone for said property. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)
Melissa Owen

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <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.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. 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 other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

Motion to Approve Advance Agenda for July 8, 2024 (per Council Rule 2.1.B)

ADJOURNMENT

The July 8, 2024, Regular Legislative Session of the City Council is adjourned to July 15, 2024.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

6/18/2024

Clerk's File #

CPR 1981-0295

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF JILL YOTZ TO THE PLAN COMMISSION

Agenda Wording

Mayor Brown has appointed Jill Yotz to the Plan Commission for a term of July 8, 2024 -July 8, 2027.

Summary (Background)

The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Select Committee Name

Committee Date	July 8, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Jill Yotz to the Plan Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Jill Yotz to the Plan Commission for a term of July 8, 2024 –July 8, 2027.</p> <p>The Plan Commission provides advice and makes recommendations on broad planning goals and policies and other matters as requested by the City Council.</p> <p>The Plan Commission provides opportunities for public participation in City planning by providing through its own membership an informed opinion to complement the work of the City's elected officials and administrative departments. They also solicit public comment on planning issues of City-wide importance or of a substantial community concern, evaluating those comments received. Assistance of experts and others with knowledge or ideas to contribute to City planning are secured as well.</p> <p>The Plan Commission holds public hearings and makes recommendations to the City Council regarding the following matters:</p> <ul style="list-style-type: none"> • Amendments to the City's Comprehensive Plan and the development regulations implementing the Comprehensive Plan • Changes in the corporate limits of the City, including the land use designations and zoning to become effective upon the annexation of any area proposed for annexation or which might reasonably be expected to be annexed by the City at any future time.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source*	

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

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 appointment aligns with the Plan Commission membership requirements of SMC 04.12.030.

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

6/25/2024

Clerk's File #

CPR 2007-0039

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF LIZ MARLIN TO THE WEST QUADRANT PROJECT ADV

Agenda Wording

Mayor Brown has appointed Liz Marlin to the West Quadrant Project Advisory Committee as the West Central Alternate Position for a term of July 8, 2024 -July 8, 2027.

Summary (Background)

The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area - large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	July 8, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Liz Marlin to the West Quadrant Project Advisory Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Liz Marlin to the West Quadrant Project Advisory Committee as the West Central Alternate Position for a term of July 8, 2024 – July 8, 2027.</p> <p>The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area – large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.</p> <p>Recommendations made by the Committee are forwarded directly to the City Council prior to action on any funding or budget processes related to the TIF. Furthermore, the Committee is helped by City staff from the Planning & Economic Development department.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	

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:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

6/25/2024

Clerk's File #

CPR 2007-0039

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF FRAN PAPENLEUR TO THE WEST QUADRANT PROJECT

Agenda Wording

Mayor Brown has appointed Fran Papenleur to the West Quadrant Project Advisory Committee as the At-Large Primary Position for a term of July 8, 2024 -July 8, 2027.

Summary (Background)

The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area - large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Select Committee Name

Committee Date	July 8, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Fran Papenleur to the West Quadrant Project Advisory Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Fran Papenleur to the West Quadrant Project Advisory Committee as the At-Large Primary Position for a term of July 8, 2024 –July 8, 2027.</p> <p>The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area – large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.</p> <p>Recommendations made by the Committee are forwarded directly to the City Council prior to action on any funding or budget processes related to the TIF. Furthermore, the Committee is helped by City staff from the Planning & Economic Development department.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	

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:

Committee: **Date:** N/A

Committee Agenda type:

Council Meeting Date: 07/08/2024

Date Rec'd	6/25/2024
Clerk's File #	CPR 2007-0039
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	ADAM 6779
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions

Council Sponsor(s)	
Agenda Item Name	APPOINTMENT OF AMANDA RICHARDSON TO THE WEST QUADRANT PROJECT

Agenda Wording

Mayor Brown has appointed Amanda Richardson to the West Quadrant Project Advisory Committee as the Emerson/Garfield Primary Position for a term of July 8, 2024 -July 8, 2027.

Summary (Background)

The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area - large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$

Narrative

Amount

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Select Committee Name

Committee Date	July 8, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Amanda Richardson to the West Quadrant Project Advisory Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Amanda Richardson to the West Quadrant Project Advisory Committee as the Emerson/Garfield Primary Position for a term of July 8, 2024 –July 8, 2027.</p> <p>The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area – large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.</p> <p>Recommendations made by the Committee are forwarded directly to the City Council prior to action on any funding or budget processes related to the TIF. Furthermore, the Committee is helped by City staff from the Planning & Economic Development department.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	

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:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

6/25/2024

Clerk's File #

CPR 2007-0039

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF ALAN CHATHAM TO THE WEST QUADRANT PROJECT

Agenda Wording

Mayor Brown has appointed Alan Chatham to the West Quadrant Project Advisory Committee as the Riverside Primary Position for a term of July 8, 2024 -July 8, 2027.

Summary (Background)

The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area - large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	July 8, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Alan Chatham to the West Quadrant Project Advisory Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Alan Chatham to the West Quadrant Project Advisory Committee as the Riverside Primary Position for a term of July 8, 2024 –July 8, 2027.</p> <p>The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area – large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.</p> <p>Recommendations made by the Committee are forwarded directly to the City Council prior to action on any funding or budget processes related to the TIF. Furthermore, the Committee is helped by City staff from the Planning & Economic Development department.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	

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:****Committee:** Date: N/A**Committee Agenda type:****Date Rec'd**

6/25/2024

Clerk's File #

CPR 2007-0039

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF KIMBERLY LAWRENCE TO THE WEST QUADRANT PROJECT

Agenda Wording

Mayor Brown has appointed Kimberly Lawrence to the West Quadrant Project Advisory Committee as the West Central Primary Position for a term of July 8, 2024 -July 8, 2027.

Summary (Background)

The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area - large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Select Committee Name

Committee Date	July 8, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Kimberly Lawrence to the West Quadrant Project Advisory Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Kimberly Lawrence to the West Quadrant Project Advisory Committee as the West Central Primary Position for a term of July 8, 2024 –July 8, 2027.</p> <p>The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area – large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.</p> <p>Recommendations made by the Committee are forwarded directly to the City Council prior to action on any funding or budget processes related to the TIF. Furthermore, the Committee is helped by City staff from the Planning & Economic Development department.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	

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:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

6/25/2024

Clerk's File #

CPR 2007-0039

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF EJ IANNELLI TO THE WEST QUADRANT PROJECT ADVISORY

Agenda Wording

Mayor Brown has appointed EJ Iannelli to the West Quadrant Project Advisory Committee as the Emerson/Garfield Alternate Position for a term of July 8, 2024 -July 8, 2027.

Summary (Background)

The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area - large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	July 8, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of EJ Iannelli to the West Quadrant Project Advisory Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed EJ Iannelli to the West Quadrant Project Advisory Committee as the Emerson/Garfield Alternate Position for a term of July 8, 2024 –July 8, 2027.</p> <p>The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area – large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.</p> <p>Recommendations made by the Committee are forwarded directly to the City Council prior to action on any funding or budget processes related to the TIF. Furthermore, the Committee is helped by City staff from the Planning & Economic Development department.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? <u>Click or tap here to enter text.</u></p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	

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:

Committee: Date: N/A

Committee Agenda type:

Date Rec'd

6/25/2024

Clerk's File #

CPR 2007-0039

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF WENDE WILBUR TO THE WEST QUADRANT PROJECT

Agenda Wording

Mayor Brown has appointed Wendé Wilbur to the West Quadrant Project Advisory Committee as the At-Large Primary Position for a term of July 8, 2024 -July 8, 2027.

Summary (Background)

The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area - large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	July 8, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Wende Wilbur to the West Quadrant Project Advisory Committee
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Wende Wilbur to the West Quadrant Project Advisory Committee as the At-Large Primary Position for a term of July 8, 2024 –July 8, 2027.</p> <p>The Neighborhood Project Advisory Committee provides essential advice and input to the City Council whenever the City contemplates issuing TIF funds for projects in the Neighborhood Projects Area – large portion of the TIF that lies outside Kendall Yards. The Committee meets monthly when business requires it, though they may not meet for one or more months in a year when there are no projects to consider or when there is no new business.</p> <p>Recommendations made by the Committee are forwarded directly to the City Council prior to action on any funding or budget processes related to the TIF. Furthermore, the Committee is helped by City staff from the Planning & Economic Development department.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	

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:

Committee: PIES **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd 6/24/2024

Clerk's File # OPR 2024-0522

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept	SOLID WASTE COLLECTION	Bid #	DES CONTRACT
------------------------	------------------------	--------------	--------------

Contact Name/Phone	CHRIS AVERYT 625.6540	Requisition #	RE 20528
---------------------------	-----------------------	----------------------	----------

Contact E-Mail	CAVERYT@SPOKANECITY.ORG		
-----------------------	-------------------------	--	--

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4500 PURCHASE OF SOLID WASTE BINS FOR DOWNTOWN CORE		
-------------------------	---	--	--

Agenda Wording

Purchase of 66 metal trash bins and 66 metal recycling bins from Correctional Industries (Tumwater, WA) - \$216,769.61, which includes tax.

Summary (Background)

This purchase will replace the leased system of solar compacting receptacles in the downtown core area when the contract expires early 2025. Due to increased costs and long lead times for equipment deliveries with the current contracted company, other options were researched for potential cost and time savings. This purchase utilizes WA State Department of Enterprise Services contract #20122. Correctional Industries is a division of the Washington State Department of Corrections.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 216,769.61

Current Year Cost \$ 216,769.61

Subsequent Year(s) Cost \$ 3,000.00 estimated

Narrative

Correctional Industries will honor the 30-day quote for 10 days past the expiration date to allow time for the legislative approval process. Purchasing this equipment will result in an estimated savings of approximately \$375,000 over five (5) years.

Amount

Budget Account

Expense	\$ 115,629.15	# 4500-45100-37148-53502-19020
---------	---------------	--------------------------------

Expense	\$ 101,140.46	# 4500-44200-37148-53502-19017
---------	---------------	--------------------------------

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

	\$	#
--	----	---

	\$	#
--	----	---



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

wcgillis@doc1.wa.gov	caveryt@spokanecity.org
rschoonover@spokanecity.org	jsalstrom@spokanecity.org
Tax & Licenses	rhughes@spokanecity.org
dcheney@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	June 24, 2024
Submitting Department	4500 – Solid Waste Collection
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org / 509.625.6540
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of Solid Waste Bins for Downtown Core
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Solid Waste Collection is seeking approval to purchase 66 trash bins and 66 recycling bins from Correctional Industries for use in the downtown core area. This purchase utilizes WA State Department of Enterprise Services Contract #20122 and is part of the Department of Corrections Inmate Work Program as defined in RCW 72.09.100.</p> <p>These trash and recycling bins will replace the leased system of solar compacting receptacles currently located throughout downtown. Due to the increasing lease costs, costs of equipment, and long lead times for equipment deliveries, it is no longer feasible to continue utilizing the current solar compacting receptacles. By purchasing the other bins now, they will be manufactured and ready for placement when the contract for the leased equipment expires early next year. Included in this purchase are five (5) recycling and five (5) trash bins that will be kept as spares for replacement or additional placement of bins, if necessary.</p> <p>Having trash and recycling receptacles in the downtown area is part of an ongoing effort to keep the area clean and welcoming to citizens and visitors. These bins are powder coated and will have an anti-graffiti clear coat for durability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$216,769.61</u></p> <p> Current year cost: \$216,769.61</p> <p> Subsequent year(s) cost: \$3,000 per year for parts and repairs (estimated)</p> <p>Narrative: <u>WA State Contract #20122 is a mandatory use contract for all state agencies that is available to use by qualifying government agencies. This contract applies to all goods and services provided by Correctional Industries, a division of the WA State Department of Corrections. Correctional Industries will honor the 30-day quote for 10 days past the expiration date to allow time for the legislative approval process.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p>	

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

Switching from leased equipment to purchased equipment, and removing telematics software, creates an estimated savings of approximately \$375,000 over five (5) years. Labor hours to monitor, diagnose and perform minor repairs will be reduced.

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

Public works services 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.

- 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 – No data will be collected.

- 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 purchasing policies to bring items forward, and then monitors costs and the effectiveness of purchased goods to meet 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 purchase is consistent with annual budget strategies to limit costs. It meets the goals of the Comprehensive Plan and Spokane Municipal Codes in areas including:

CFU 1.2 Operational Efficiency: The department strives to provide effective service while maintaining fiscal responsibility.

Spokane Municipal Code 13.02.0216 Taking of or Snooping in Garbage or Recyclables Prohibited: Having secure receptacles assists in preventing the unauthorized removal and salvaging of discarded items from solid waste receptacles.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A – No subcommittee necessary.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/24/2024

Clerk's File #

OPR 2024-0523

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #**Contact Name/Phone**

LOREN SEARL 509-625-7821

Requisition #

RFQ 6139-24

Contact E-Mail

LSEARL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4100 UPRIVER 480V ELECTRICAL UPGRADE

Agenda Wording

Purchase of 480V transformers, switch gear, panels, and associated electrical supplies to upgrade the electrical system at Upriver Dam, from Columbia Electric for a total of \$238,208.60 per competitive bid under RFQ 6139-24.

Summary (Background)

The Upriver Hydroelectric and well station have been in operation since the 1890's. This purchase is for severely needed electrical improvements for safety, efficiency, and reliability at the Upriver facility to continue to provide the City of Spokane with clean drinking water, adequate fire protection, and electrical costs offset by power generation. This is an equipment only purchase and will be installed by City Staff.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 238,208.60

Current Year Cost \$ 238,208.60

Subsequent Year(s) Cost \$ NA

Narrative

Purchase specifications were put out for competitive bidding for an equipment only quote. There were 5 responses and the lowest cost, most responsive bidder was selected and is attached. Installation will be done by City Staff.

Amount**Budget Account**

Expense \$ 238208.60

4100-42490-94340-56401-

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SEARL, LOREN

Division Director

BULLER, DAN

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

dgreenlund@spokanecity.org

crickman@spokanecity.org

nrussell@spokanecity.org

rrpenaluna@spokanecity.org

wateraccounting@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	
Submitting Department	Water Department
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Upriver 480v Electrical Upgrade
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Upriver Hydroelectric and well station have been in operation since the 1890's. This purchase is for severely needed electrical improvements for safety, efficiency, and reliability at the Upriver facility to continue to provide the City of Spokane with clean drinking water, adequate fire protection, and electrical costs offset by power generation. This is an equipment only purchase and will be installed by City Staff.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$238,208.60</u> Current year cost: \$238,208.60 Subsequent year(s) cost: N/A	
Narrative: <u>Purchase specifications were put out for competitive bidding for an equipment only quote. There were 5 responses and the lowest cost, most responsive bidder was selected and is attached. Installation will be done by City Staff.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? N/A	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • 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 project will specifically allow the Upriver 	

Facility to continue to provide millions of gallons of clean, safe drinking water, millions of dollars in offset electrical costs due to power generation, and operate in a safe manner for City Staff.

- 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?

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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Bid Response Summary

Bid Number RFQ 6139-24
Bid Title Electrical Equipment
Due Date Wednesday, May 29, 2024 1:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Consolidated Electrical Distributors dba Columbia Electric Supply
Submitted By Doug Chadwick - Wednesday, May 29, 2024 12:57:48 PM [(UTC-08:00) Pacific Time (US & Canada)]
 dchadwick@ces-isn.com 509-325-4500

Comments

Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Doug Chadwick dchadwick@ces-isn.com 509-998-5897
Product			
	1.1	General - All equipment shall have a clearly visible manufacturers label.	I Agree
	1.2	General - All painted surfaces shall have primer coat and a finish coat at minimum.	I Agree
	1.3	General - Unless otherwise specified, all equipment shall be Nema 3R for outside installations.	I Agree
	1.4	General - All equipment shall be provided with O&M manuals and shop drawings	I Agree
	2.1	Vendor - All equipment must be sold and serviced by a single vendor. Multiple vendors supplying different equipment on a single submittal will be rejected.	I agree
	2.2	Vendor - The vendor must be capable of responding to outages or warranty work within 1 hour.	I agree
	2.3	Vendor - Vendor must have a minimum history of 5 year of supplying medium voltage equipment (2300v and higher).	I agree
	3.1	Quality Assurance - Listing by underwriters Laboratories (UL) or Canadian Standards Association (CSA) shall be provided for all equipment.	I agree
	3.2	Quality Assurance - Equipment shall comply with the latest revisions of applicable industry standards.	I agree
	3.3	Quality Assurance - All documentation of testing and quality control must accompany delivered equipment.	I agree
	4	Confirm Design Drawings Document has been downloaded and reviewed. Design Drawings are included for reference only. The Specifications Document shall be the sole source for which to quote against.	Yes
	5.1	Warranty - Local Vendor shall warrant that all equipment supplied will be free of defects in workmanship and materials for one year from the date of delivery.	I agree

5.2	Warranty - Any applicable Manufacturer warranties shall be effective on the date of delivery. All warranty documentation shall be provided with the product at delivery.	I agree
Technical Specifications		
1.	Any technical specifications and general provisions are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of this quote.	I agree
2.	In addition to cost, submittals for this project must include cut-sheets, shop drawings and specifications. The City of Spokane reserves the right to reject submittals that are incomplete or unfinished.	I agree
3.	Upload Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	RFQ 6139-24 BOM Final.pdf
4.	Upload any additional Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	RFQ 6139-24 Drawing Package.pdf
5.	Upload any additional Submittal documents (Cut-sheets, shop drawings and specifications) Combine documents as needed. Only one document can be uploaded in this line item.	
6.	Bidders must submit cover letters stating the qualifications for supplying specified product with the City of Spokane. Cover letter must be signed by the appropriate contact with the vendor.	
7.	I have downloaded the Technical Specifications Document in the Documents Tab and Verify that all products adhere to the specifications of the document.	I agree
Additional Items		
1	The City of Spokane shall have the right to purchase additional quantities of these items at the quoted price within one (1) year of the closing of this request. Supplier agrees to sell at the same price, terms, and conditions.	Yes
Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I agree
2	All products shall be ordered/delivered FOB: Destination to City of Spokane Upriver Hydroelectric Project, 2701 N Waterworks St, Spokane WA 99212	I Agree
3	Partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I agree

4	Supplier specifies, if awarded, all product shall be delivered within the following number of business days ARO:	260
6.	All equipment shall be crated or boxed for protection during shipping and delivery.	I agree
7.	Any equipment not suitable for storage outside shall be clearly marked.	I agree
8.	City of Spokane staff will inspect equipment at delivery for damage and against project submittals.	I agree
9.	Delivery shall be coordinated with Upriver staff at least 3 days prior to delivery	I agree
Payment Terms		
1	Payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) 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 immediate make every effort to settle the disputed amount.	I agree
2	Visa credit card payment shall be accepted at no additional fee (if no, supplier shall accept a City purchase order).	I do not agree
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 agree
Business Registration Requirement		
1	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.	Acknowledged and Agreed
2	Supplier's Business Registration No.	602092382
Polychlorinated Biphenyls (PCBs)		

1	In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). 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 respondent 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.	I agree
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	
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, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a response to this request constitutes acceptance of the Terms & Conditions so named in the 'Documents' tab.	I agree

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product - Must Meet all Technical Specifications detailed in the 480v Electrical Specification Document in Document section								
	1.	13.8kv Switchgear	Base	Each	1.00	\$109,275.00	\$109,275.00	
	2.	13.8kv to 480v Transformer	Base	Each	1.00	\$45,615.00	\$45,615.00	
	3.	480v to 208v Transformers	Base	Each	3.00	\$5,380.00	\$16,140.00	

4.	480v Automatic Transfer Switch	Base	Each	1.00	\$23,975.00	\$23,975.00
5.	480v Service Entrance Disconnect	Base	Each	1.00	\$3,440.00	\$3,440.00
6.	480v Panelboard	Base	Each	1.00	\$10,345.00	\$10,345.00
7.	208Y/120 Panelboards	Base	Each	3.00	\$3,250.00	\$9,750.00
Total Base Bid	\$218,540.00					

COLUMBIA - SPOKANE
 5818 E BROADWAY AVE
 SPOKANE VALLEY WA 99212
 TEL: 509 325-4500

SLS: 6673
 INSL: 2061
 BY: DC
 FOB: SHIPPING POINT
 FRT: PREPAID

QUOTE #: 5003230
 DATE: 05/29/24
 REV #: 006
 REV DATE: 05/29/24

CONTACT: DOUG CHADWICK
 DCHADWICK@CES-
 SPOKANE.COM

QUOTE FOR: CITY OF SPOKANE
 ACCT #: MH-79475 WATER DEPARTMENT



WATER DEPARTMENT
 914 E NORTH FOOTHILLS DRIVE
 SPOKANE, WA 99207
 TEL: (509)625-6411

CUS PO #:
 JOB NAME: RFQ 6139-24

LN	TYPE/DESIG	QTY	MFR	CATALOG#	DESCRIPTION
01		1	SIEM	13.8KV SWITCHGEAR	PER ATTACHED BILL OF MATERIAL
02		1	HAMPS	13.8KV TO 480V TRANSFORMER	PER ATTACHED BILL OF MATERIAL
03		3	SIEM	480V TO 208V TRANSFORMERS	PER ATTACHED BILL OF MATERIAL
04		1	SIEM	480V AUTOMATIC TRANSFER SWITCH	PER ATTACHED BILL OF MATERIAL
05		1	SIEM	480V SERVICE ENTRANCE DISCONNECT	PART NUMBER HF366RA
06		1	SIEM	480V PANELBOARD	PER ATTACHED BILL OF MATERIAL
07		3	SIEM	208Y/120 PANELBOARDS	PART NUMBER HF366RA

NOTES:
 QUOTING ALL ITEMS SUBJECT TO APPROVAL AND VERIFICATION.
 QUOTING PER CUSTOMER PROVIDED INFORMATION.
 FREIGHT INCLUDED FOR QUANTITIES QUOTED.
 NO REPRESENTATION IS MADE REGARDING THE SUITABILITY OF THE ITEMS QUOTED.
 NO LABOR, INSTALLATION OR STARTUP IS INCLUDED.
 NO TESTING OR STUDIES ARE INCLUDED.
 ANY CHANGES TO BILL OF MATERIAL MAY AFFECT PRICE AND DELIVERY.
 NO SPARES INCLUDED.
 THESE ITEMS ARE CUSTOM BUILT AND ARE THEREFORE NON-CANCELLABLE AND NON-RETURNABLE.
 NO WIRING DIAGRAMS WERE PROVIDED AT TIME OF BID SO STANDARD WIRING METHODS WERE QUOTED. ANY CHANGES TO WIRING REQUIREMENTS WILL AFFECT PRICING AND DELIVERY.
 PLEASE SEE NOTES ON INDIVIDUAL BILLS OF MATERIAL.
 CES WILL NOT BE RESPONSIBLE FOR ANY LIQUIDATED DAMAGES.
 CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE ITEMS QUOTED.
 BOM DOES NOT INDICATE COMPLIANCE TO EITHER BAA OR BABAA REQUIREMENTS.

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

BILL OF MATERIAL



Bill of Material

To: City of Spokane

From: CES

Attention:

Job Name: RFQ 6139-24

Quote #: 5003230

Bid Date: 05/29/2024

Quote Notes:

Clarifications – COMPAS - henrbb000_05272200_05_00_M00, SF24485503 - CED - 15kV Upriver Dam Electrical Upgrades: -

1. Project detailed specs are N/A, but with reference to document "upriver 480V electrical upgrade specifications" consisting of required MV switchgear BoM and single line E2.01, SIEBREAK offer includes "15kV Type-3R outdoor front & rear accessible non-arc resistant MV switchgear "300E main incomer fused switch, 30E and 100E feeder switches". Customer is responsible for reviewing this quotation for compliance, deviations, exclusions, and improper information supplied. Price is limited to the BOM shown only, should there be a change in the BOM, for any reason, will require commercial impact.
2. For outdoor enclosure, line CPT is included to feed control supply to space heaters. BoM includes one set of spare power fuses of each size of active fuses.
3. **Deviation to 42kAIC**, 15kV 95kV BIL, 600A SIEBREAK switch has 25kA SYM short time 2 sec, 40kA ASYMM rated, 3 Ph 3 W design and 40kA bus bracing. Mersen make CL-14 clip-lock type current limiting fuses are 50kA Short circuit interrupting rated, hence fused switch meets 50kA RMS SYMM short circuit (fault) interrupting rating.
4. SIEBREAK metal-enclosed interrupter switchgear meets or exceeds the requirements of the following standards - ANSI/IEEE C37.20.3, ANSI/IEEE C37.20.4, ANSI/IEEE C37.04, ANSI C37.54, ANSI C37.57, ANSI C37.58, CSA 22.2 No.31-2010, CSA 22.2 No.58 - M1989 and CSA 22.2 No.193 - M1989. 2. Mersen make current limiting fuses comply with IEEE C37.40.2003 & IEEE C37.46.200.
5. Execution: - After delivery at jobsite activities, execution & Installation is not in our scope, by others.
6. **General comments:** -
7. SIEBREAK switchgear lead time **5 weeks** for drawings approval, after customer's approval & release for manufacturing **34 weeks** for production and ship from the factory. (Assuming 3 weeks for customer's approval, **total 42 weeks**). Lead time is subject to change based on the factory loading at the time of receipt of order.
8. Optional - All standard tests shall be performed on SIEBREAK switchgear before shipment. Base offer doesn't include FAT. The Factory Acceptance Test (FAT) is an opportunity for the Customer Representative to witness the testing of their equipment. A FAT will include a review of the engineered drawings prior to the floor visit to ensure understanding of functionality/sequence of operations, etc. The floor testing will consist of a functionality test of the overall gear as well as any testing required by applicable (ANSI/IEEE or NEMA/UL) codes or standards. Siemens encourages all customers to visit and tour our facility. If a FAT is required, a price adder of \$4,000.00 for the first day and \$3,000.00 per day until the FAT is complete applies for individuals or a group. FAT prices shown are only valid when conducted at the respective manufacturing facilities for the equipment. Food, travel, lodging, permits, and miscellaneous expenses are not included in the above and are to be borne by the customer. If circumstances surrounding COVID-19 prevent an in-person FAT at a Siemens factory, we will offer a remote video FAT as an alternate. For more information regarding Siemens FAT offerings: <http://usa.siemens.com/fat>.
9. Siemens standard warranty 12/ 18 months applies as per the details provided in Siemens T's & C's

SIEMENS

Bill of Material

Line #:	Qty	Description
1	1	15KV MAIN INCOMING--SIEBREAK 15 kV Rated, 13.8 kV, 3 Phase 3 Wire, 60 Hz, Lineup SieBreak, Type 3R Outdoor Non-Walk-In, Seismic - IBC to SDS, Enclosure with Rear Access, Copper / Silver Plated Bus, Glass Polyester Bus Support. Estimated Lead Time : 210 Working Days
		1 - LOAD INTERRUPTER SWITCH
		1 - 15 kV, 600A, 40kA Asym Single Switch 72"D Section
		1 - Manually Operated Switch
		3 - CL-14 - 300E, 15.5kV Fuses
		1 - Blown Fuse Window
		1 - Service Entrance / Neutral Landing Pad
		1 - 1 500 kcmil Compression Line Lugs
		1 - Transition 72"D Section
		1 - SieBreak Transition Bus
		1 - Low Voltage Compartment
		3 - 15kV Intermediate Class Type Lightning Arresters
		1 - 5 kVA Control Power Transformer 13.8 kV
		2 - Copper Bus Silver Plated
		2 - Glass Polyester Bus Supports
		2 - Insulated Bus With Boots
		2 - Zinc Dichromate Bus Hardware
		3 - Ground Studs - Ball Type
		2 - Type 3R Non-Walk-In Enclosure
		2 - Certification UL
		2 - Seismically Rated
		2 - Front Door with Standard Quarter-turn Latches
		2 - Rear Bolted Panels
		2 - Screens
		2 - Filters
		2 - Floor Plate
		2 - Half Voltage (240VAC/120VAC) Heaters
		2 - Fixed Thermostat
		2 - Compartment Light and Switch
		2 - Nameplates
		1 - LOAD INTERRUPTER SWITCH
		1 - 15 kV, 600A, 40kA Asym Single Switch 72"D Section
		1 - Manually Operated Switch
		3 - CL-14 - 30E, 15.5kV Fuses
		1 - Blown Fuse Window
		1 - 1200A Main Bus
		1 - 1 500 KCMIL Compression Load Lugs
		1 - Insulated Bus With Boots
		1 - Zinc Dichromate Bus Hardware
		3 - Ground Studs - Ball Type
		1 - Certification UL
		1 - Front Door with Standard Quarter-turn Latches
		1 - Rear Bolted Panels
		1 - Screens
		1 - Filters
		1 - Floor Plate
		1 - Half Voltage (240VAC/120VAC) Heaters

SIEMENS

Bill of Material

- 1 - Fixed Thermostat
- 1 - Compartment Light and Switch
- 1 - Nameplates
- 1 - LOAD INTERRUPTER SWITCH
 - 1 - 15 kV, 600A, 40kA Asym Single Switch 72"D Section
 - 1 - Manually Operated Switch
 - 3 - CL-14 - 100E, 15.5kV Fuses
 - 1 - Blown Fuse Window
 - 1 - 1200A Main Bus
 - 1 - 1 500 KCMIL Compression Load Lugs
 - 1 - Insulated Bus With Boots
 - 1 - Zinc Dichromate Bus Hardware
 - 3 - Ground Studs - Ball Type
 - 1 - Certification UL
 - 1 - Front Door with Standard Quarter-turn Latches
 - 1 - Rear Bolted Panels
 - 1 - Screens
 - 1 - Filters
 - 1 - Floor Plate
 - 1 - Half Voltage (240VAC/120VAC) Heaters
 - 1 - Fixed Thermostat
 - 1 - Compartment Light and Switch
 - 1 - Nameplates
- 1 - ACCESSORIES
- 1 - SPARE FUSES
 - 3 - CL-14 - 300E, Fuse Elements
- 1 - SPARE FUSES
 - 3 - CL-14 - 30E, Fuse Elements
- 1 - SPARE FUSES
 - 3 - CL-14 - 100E, Fuse Elements

Cancellation Schedule:

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or application portions thereof, will apply:

After receipt of order or before approval drawings are completed	15%
After approval drawing completion, but before release to manufacturing	30%
Before start of fabrication, but after major component purchase	60%
After start of fabrication, but before start of assembly	80%
After assembly has started	100%

Bill of Material



QUOTE #: 5003230
QUOTE NAME:RFQ 6139-24
PREPARED ON: 5/29/2024

QUOTE FOR City of Spokane

INFORMATION

COMMENTS

General Comments: - Pricing is valid for only the features and ratings explicitly stated in this quotation. Customer is to advise on any additional requirements for HPS to take into consideration.

- All weights and dimensions are estimated. Approval or Record drawings can be provided if requested at time of order. Drawings based on product type shall be available in approx. 1-3 weeks after receipt of order.

Standard production tests performed per IEEE C57.12.01 include:

- D.C. Resistance Measurement
- Voltage Ratio (turns ratio)
- Polarity and Phase-Relation Test
- Dielectric Tests
- Applied Voltage Test
- Induced Voltage Test
- No-Load and Excitation Current Test
- Impedance Voltage and Load Loss Test
- Corona Testing (partial discharge) (ONLY on units greater than 2.5kV)

Optional test reports:

- Pass/Fail serialized report of routine factory tests: \$100 adder per unit
- C9 report (w/ measured values): \$575 adder per unit (Included on units 300kVA and larger) - Witness testing of standard factory tests available for additional \$2,100.
- Any purchased type testing or test report adders must be itemized on the PO

Optional type tests can be provided as follows:

- Heat Run as per CSA C9 - \$1750 per unit, witness \$2,100 per unit
 - BIL Tests as per CSA C9 - \$1750 per unit, witness \$2,100 per unit
 - Corona Tests as per CSA C9 (ONLY below 2.5kV) - \$1750 per unit, witness \$2,100 per unit -
 - Sound Tests as per CSA C9 - \$375 per unit, witness \$1750 per unit
-

Line Number	Label	Part Number / Description	Quantity	UOM
1		Transformers	1	ea



Special: 3ph 500kVA 13800V-480Y/277V 60Hz AL

Product Line: Medium Voltage Distribution Transformer

Application: General Duty

Non-Linear Load (K-Factor Rating): 1

Phase: 3

Rating: 500kVA

Primary Voltage: 13800D

Primary Connection: Delta

Primary BIL: 60kV

Primary FCAN(Std): 2x2.5%

Primary FCBN(Std): 2x2.5%

Primary Termination (Std): Stubs Up

Secondary Voltage: 480Y/277

Secondary Connection: Wye-N

Secondary BIL: 10kV

Secondary Termination (Std): Stubs Up

Material: Aluminum

Frequency: 60Hz

Altitude: 1000meters

Ambient Temp Rating: 40 °C

Vector Configuration: Dyn1 (-30°)

Temperature Rise: 150 °C

Insulation Class: 220 °C

Sound Level: 60 dBA (IEEE C57.12.01)

Impedance (Std): 5% - 8%

Impregnation: VPI-Polyester

Approval: UL

Efficiency Regulation: DOE 2016 (USA)

Nameplate: HPS Standard

Enclosure:

Enclosure Type: Type 3R / IP24

Enclosure Finish: ANSI 61 Grey, UL50

Enclosure Ground: Ground Bus

Enclosure PN (Std): DH9-N3R

Enclosure Dimensions: 82in/2083mm(H), 68in/1728mm(W), 47in/1194mm(D)

Enclosure Weight: 715 lb / 325 kg

Net Weight: 3900 lb / 1770 kg

Options & Accessories:

VPI Process Cycle: 1 Dip & Bake Cycle, VPI Only

Fans: None (AA/ANN)

Seismic Compliance: None

Provisions for Lifting and Jacking: Yes

Rolling & Skidding: 4-Way

Testing: C9 Test (Included)

Typical Lead Time: 220-235 Working Days - (Non-Returnable)



Bill of Material

To: City of Spokane

From: Columbia Electric Supply
5818 E Broadway Ave
Spokane Valley, WA 99212
USA

Attention:

Doug Chadwick
Tel. No.: 5093254500
dchadwick@ces-isn.com

Job Name: RFQ 6139-24
Quote Name: Upriver Electrical Upgrade
Quote #: 5003230
Bid Date: 05/24/2024

Line #:	Qty	Description
1	1	TX-LP1--3F3YXXXD16 -150KVA SERIES J Standard Dry Type, 3 Phase, 150 KVA, 480 Primary Voltage, 208Y/120 Secondary Voltage, Transformer Core: Aluminum-Wound, 6 - 2.5% (2 FCAN 4 FCBN) Taps, 150C, Ventilated, Drip Shield Kit: Provided With Transformer, Seismic Rated: SEISMIC REQUIRES FLOOR MOUNT, Primary Lugs - Cable Range: (3) #6 - 350 KCMIL, Secondary Lugs - Cable Range: (8) 1/0 - 750 KCMIL. Catalog No.: A6X30105368 1 - XFMR LUG KIT, THREE PHASE, 150 KVA - TLK35Q
2	1	TX-LP2--3F3YXXXD16 -150KVA SERIES J Standard Dry Type, 3 Phase, 150 KVA, 480 Primary Voltage, 208Y/120 Secondary Voltage, Transformer Core: Aluminum-Wound, 6 - 2.5% (2 FCAN 4 FCBN) Taps, 150C, Ventilated, Drip Shield Kit: Provided With Transformer, Seismic Rated: SEISMIC REQUIRES FLOOR MOUNT, Primary Lugs - Cable Range: (3) #6 - 350 KCMIL, Secondary Lugs - Cable Range: (8) 1/0 - 750 KCMIL. Catalog No.: A6X30105368 1 - XFMR LUG KIT, THREE PHASE, 150 KVA - TLK35Q
3	1	TX-LP3--3F3YXXXD16 -150KVA SERIES J Standard Dry Type, 3 Phase, 150 KVA, 480 Primary Voltage, 208Y/120 Secondary Voltage, Transformer Core: Aluminum-Wound, 6 - 2.5% (2 FCAN 4 FCBN) Taps, 150C, Ventilated, Drip Shield Kit: Provided With Transformer, Seismic Rated: SEISMIC REQUIRES FLOOR MOUNT, Primary Lugs - Cable Range: (3) #6 - 350 KCMIL, Secondary Lugs - Cable Range: (8) 1/0 - 750 KCMIL. Catalog No.: A6X30105368 1 - XFMR LUG KIT, THREE PHASE, 150 KVA - TLK35Q



Bill of Material

Job Name: RFQ 6139-24
Quote #: 5003230
Bid Date: 5-28-24

Line #:	Qty	Description
1	1	ATS 1--RTS03-ATB6003AMW3R-RPTCS01 RTS-03 Cycle, Automatic, Transfer Switch, Delayed Transition - Dual, RPTCS, 600 A, 3 Poles, 277/480 V, 3Ø 4W, 65,000 A WCR. <ul style="list-style-type: none">1 - SECTION-ATS<ul style="list-style-type: none">1 - Enclosed Switch1 - NEMA 3R Enclosure1 - Padlock Provisions1 - Enclosure Paint (Exterior) - ANSI 61 Gray1 - Source 1 Arrangement - Front Top1 - Source 1 Per Phase Lug Type Standard Mechanical (2)#4-500MCM1 - Source 1 Neutral Lug Type - Match Phases1 - Source 1 Ground Lug Type - Standard Mechanical (2) #6-250MCM1 - Load Arrangement - Front Top1 - Load Per Phase Lug Type Load Lug Type Standard Mechanical (2)#4-500MCM1 - Load Neutral Lug Type - Match Phases1 - Load Ground Lug Type - Standard Mechanical (2) #6-250MCM1 - Source 2 Arrangement - Front Bottom1 - Source 2 Per Phase Lug Type Source 2 Lug Type Standard Mechanical (2)#4-500MCM1 - Source 2 Neutral Lug Type - Match Phases1 - Source 2 Ground Lug Type - Standard Mechanical (2) #6-250MCM1 - SELECTORS<ul style="list-style-type: none">1 - XF1 - Load Test Programmable Function1 - LIGHTS<ul style="list-style-type: none">1 - LT1 - Source 1 Position Light (Internal)1 - LT2 - Source 2 Position Light (Internal)1 - LT3 - Source 1 Available Light (Internal)1 - LT4 - Source 2 Available Light (Internal)1 - LT20 - Transfer Inhibit Light (Internal)1 - LT21 - System in Alarm Light (Internal)1 - TIMERS AND RELAY<ul style="list-style-type: none">1 - TDES - Time Delay Override Momentary Power Outage - Delay Engine Start (0:0-259:59 min:sec)1 - TDEC - Time Delay Engine Cooldown (Internal 0-3600s)1 - TDPS - Time Delay Retransfer to Preferred Source1 - TDNP - Time Delay Neutral to Preferred Source1 - TDNNP - Time Delay Neutral to Nonpreferred Source1 - BTR - Block Transfer Relay w/ Programmable Override1 - PBR - Phase Balance Relay1 - METER

SIEMENS

Bill of Material

- 1 - MODBUS-Ethernet Converter
- 1 - CONTACTS
 - 2 - CS1A - Source 1 Available Form C Auxiliary Contact
 - 2 - CS1P - Source 1 Position NC Auxiliary Contact
 - 2 - CS1PC - Source 1 Position Form C Auxiliary Contact
 - 2 - CS2A - Source 2 Available Form C Auxiliary Contact
 - 2 - CS2P - Source 2 Position NC Auxiliary Contact
 - 2 - CS2PC - Source 2 Position Form C Auxiliary Contact
 - 2 - CES - Form C Contact to Initiate Engine Start
- 1 - MISCELLANEOUS
 - 1 - ELEV3 - Elevator Pre-Signal Contacts, Time Delay Before & After Transfer
 - 1 - Additional Form C Contacts
 - 1 - THS-STH - Thermostat and Space Heater Assembly

2 1 **FREIGHT--FREIGHT-FREIGHT-RUSSELECTRIC ATS**

3 1 **STARTUP--STARTUP ATS-STARTUP-RUSSELECTRIC FIELD SERVICE**

Clarifications:

Freight included FOB Destination.

Startup and owner training included. One trip to cover both concurrently.

3-cycle included.

Standard withstands included.

Mechanical lugs included.

SIEMENS

Bill of Material

Warranty Statement:

RTS-03 Cycle/RTS-30 Cycle – Russelectric standard warranty for this product is five (5) years (from date of shipment) with startup performed by Russelectric Field Service Engineer. In the event that startup is not performed by Russelectric Field Service standard warranty is reduced to two (2) years from the date of shipment. The remaining standard warranty Siemens terms and conditions apply.

RTS-CD Commercial Duty – 2 year (from date of shipment) standard warranty in accordance with Siemens Terms and Conditions.

Global Notes:

Important Update:

Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change and buyer shall not be entitled to any damages resulting from such delays.

Cancellation Schedule:

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or application portions thereof, will apply:

After receipt of order or before approval drawings are completed	15%
After approval drawing completion, but before release to manufacturing	30%
Before start of fabrication, but after major component purchase	60%
After start of fabrication, but before start of assembly	80%
After assembly has started	100%



Bill of Material

To: City of Spokane

From: Columbia Electric Supply
5818 E Broadway Ave
Spokane Valley, WA 99212
USA

Attention:

Doug Chadwick
Tel. No.: 5093254500
dchadwick@ces-isn.com

Job Name: RFQ 6139-24
Quote Name: Upriver Electrical Upgrade
Quote #: 5003230
Bid Date: 05/24/2024

Line #:	Qty	Description
1	1	MDP--PANELBOARD P3
		1 - SECTION P3E68VK600FBS, System Voltage: 480Y/277 3Ø 4W Wye AC, IR @ 65,000 AIC, Bottom Feed, Surface Mount, Bus Rating: 600A, Bus Material: Copper, Plating: Tin, NEMA 3R OUTDOOR,Service Entrance.
		1 - 50A /3P-3VA41-HEAB
		1 - 3VA Mechanical (1)#14-3/0 AL / CU Lug
		1 - Catalog #: 3VA41506ED340AA0
		1 - 100A /3P-3VA41-HEAB
		1 - 3VA Mechanical (1)#14-3/0 AL / CU Lug
		1 - Catalog #: 3VA41106ED340AA0
		4 - 200A /3P-3VA52-HFAS
		1 - Mechanical (1)#6 AWG- 350 KCMIL AL / CU Lug
		1 - Lug Catalog #: 3VA92330JB12
		1 - Catalog #: 3VA52206EC310AA0
		1 - INTERIOR W/ 600A /3P-3VA54-HLAS MAIN BREAKER
		1 - 3VA Mechanical (2)2/0-500Kcmil Cu/Al Lug
		1 - (2)2/0-500Kcmil Cu/Al
		1 - Lug Catalog #: 3VA94730JJ23
		1 - Master NP Secured -Adhesive
		1 - No Front
		1 - Serv Entr Barr - 3VA54/64
		1 - Certification - UL
		1 - Std Al/Cu Gnd Connector
		1 - Catalog #: 3VA54606EC310AA0
		Enclosure, Catalog Number US2:30NRD68V
		1 - 30WD 68H P3 VENTED NEMA 3R ENCLOSURE

Cancellation Schedule:

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or application portions thereof, will apply:

After receipt of order or before approval drawings are completed	15%
After approval drawing completion, but before release to manufacturing	30%
Before start of fabrication, but after major component purchase	60%
After start of fabrication, but before start of assembly	80%
After assembly has started	100%



Bill of Material

To: City of Spokane

From: Columbia Electric Supply
5818 E Broadway Ave
Spokane Valley, WA 99212
USA

Attention:

Doug Chadwick
Tel. No.: 5093254500
dchadwick@ces-isn.com

Job Name: RFQ 6139-24
Quote Name: Upriver Electrical Upgrade
Quote #: 5003230
Bid Date: 05/24/2024

Line #:	Qty	Description
1	1	LP1--PANELBOARD P1 1 - SECTION P1C42VE400CTSN, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 22,000 AIC, Top Feed, Surface Mount, Bus Rating: 400A, Bus Material: Copper, Plating: Tin, NEMA 1 INDOOR. 1 - INTERIOR W/ 400A /3P-3VA53-MJAS MAIN BREAKER 1 - 3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug 1 - Lug Catalog #: 3VA94730JJ23 1 - Gnd Conn-Shipped w/ Interior 1 - Std Al/Cu Gnd Connector 1 - 400A 100% Neutral 42, 54Cir (AL Branch Connector) 1 - Card Holder-Std Plastic Sleeve 1 - RP1 3 Phase Main Kit 3VA53/3VA63 1 - Certification - UL 1 - Catalog #: 3VA53405EC310AA0 4 - 20A /3P-BLH 1 - Catalog #: B320H 2 - 30A /3P-BLH 1 - Catalog #: B330H 2 - 50A /3P-BLH 1 - Catalog #: B350H 2 - 60A /3P-BLH 1 - Catalog #: B360H 2 - 100A /3P-BLH 1 - Catalog #: B3100H 6 - 20A /1P-BLH 1 - Catalog #: B120H Enclosure, Catalog Number B62 1 - 20W TYPE 1 BOX W/O GROUND BUS, 62H X 20W Front, Catalog Number S62B 1 - FAS-LATCH FRONT ASSY 20W 62H, SURFACE
2	1	LP2--PANELBOARD P1 1 - SECTION P1C42VE400CTSN, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 22,000 AIC, Top Feed, Surface Mount, Bus Rating: 400A, Bus Material: Copper, Plating: Tin, NEMA 1 INDOOR. 1 - INTERIOR W/ 400A /3P-3VA53-MJAS MAIN BREAKER

Bill of Material

- 1 - 3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug
- 1 - Lug Catalog #: 3VA94730JJ23
- 1 - Gnd Conn-Shipped w/ Interior
- 1 - Std Al/Cu Gnd Connector
- 1 - 400A 100% Neutral 42, 54Cir (AL Branch Connector)
- 1 - Card Holder-Std Plastic Sleeve
- 1 - RP1 3 Phase Main Kit 3VA53/3VA63
- 1 - Certification - UL
- 1 - Catalog #: 3VA53405EC310AA0
- 4 - 20A /3P-BLH
 - 1 - Catalog #: B320H
- 2 - 30A /3P-BLH
 - 1 - Catalog #: B330H
- 2 - 50A /3P-BLH
 - 1 - Catalog #: B350H
- 2 - 60A /3P-BLH
 - 1 - Catalog #: B360H
- 2 - 100A /3P-BLH
 - 1 - Catalog #: B3100H
- 6 - 20A /1P-BLH
 - 1 - Catalog #: B120H
 - Enclosure, Catalog Number B62
 - 1 - 20W TYPE 1 BOX W/O GROUND BUS, 62H X 20W
 - Front, Catalog Number S62B
 - 1 - FAS-LATCH FRONT ASSY 20W 62H, SURFACE

3

1

LP3--PANELBOARD P1

- 1 - SECTION
 - P1C42VE400CTSN, System Voltage: 208Y/120 3Ø 4W Wye AC, IR @ 22,000 AIC, Top Feed, Surface Mount, Bus Rating: 400A, Bus Material: Copper, Plating: Tin, NEMA 1 INDOOR.
- 1 - INTERIOR W/ 400A /3P-3VA53-MJAS MAIN BREAKER
 - 1 - 3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug
 - 1 - Lug Catalog #: 3VA94730JJ23
 - 1 - Gnd Conn-Shipped w/ Interior
 - 1 - Std Al/Cu Gnd Connector
 - 1 - 400A 100% Neutral 42, 54Cir (AL Branch Connector)
 - 1 - Card Holder-Std Plastic Sleeve
 - 1 - RP1 3 Phase Main Kit 3VA53/3VA63
 - 1 - Certification - UL
 - 1 - Catalog #: 3VA53405EC310AA0
- 4 - 20A /3P-BLH
 - 1 - Catalog #: B320H
- 2 - 30A /3P-BLH
 - 1 - Catalog #: B330H
- 2 - 50A /3P-BLH
 - 1 - Catalog #: B350H
- 2 - 60A /3P-BLH
 - 1 - Catalog #: B360H
- 2 - 100A /3P-BLH
 - 1 - Catalog #: B3100H
- 6 - 20A /1P-BLH
 - 1 - Catalog #: B120H
 - Enclosure, Catalog Number B62
 - 1 - 20W TYPE 1 BOX W/O GROUND BUS, 62H X 20W



Bill of Material

Front, Catalog Number S62B

1 - FAS-LATCH FRONT ASSY 20W 62H, SURFACE

Important Update:

Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change and buyer shall not be entitled to any damages resulting from such delays.

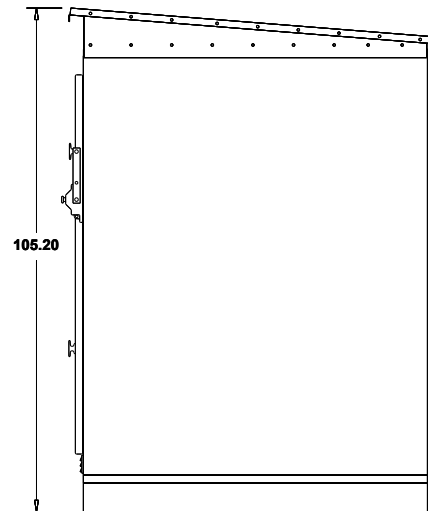
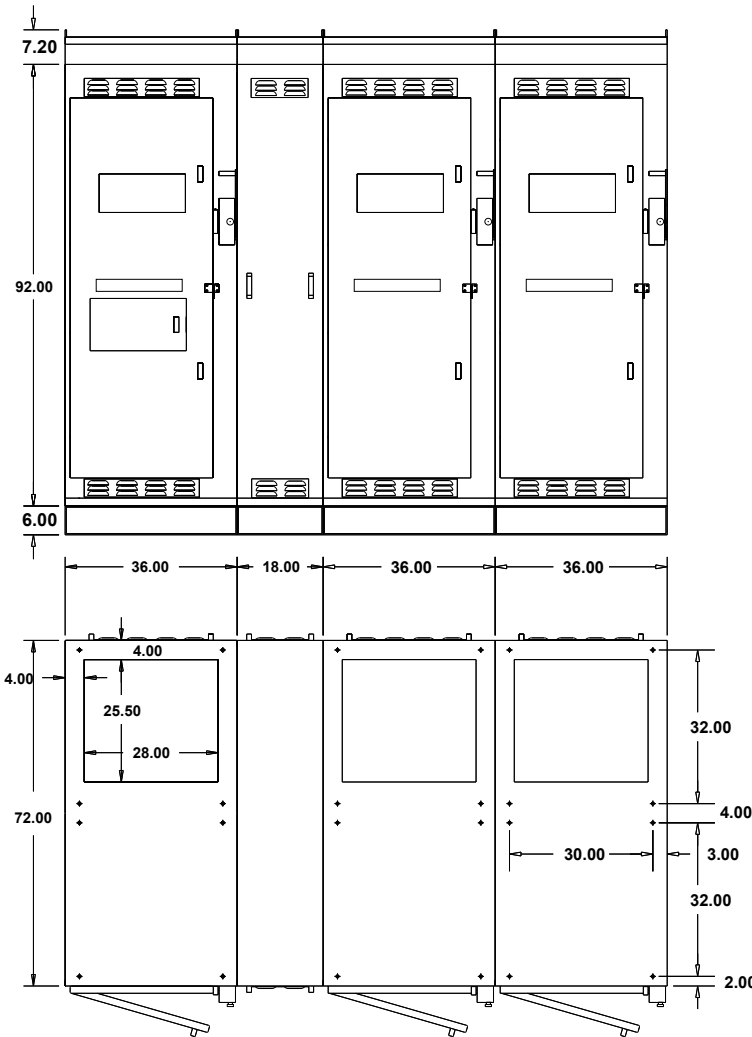
Cancellation Schedule:

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or application portions thereof, will apply:

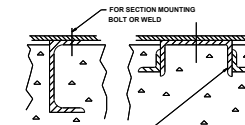
After receipt of order or before approval drawings are completed	15%
After approval drawing completion, but before release to manufacturing	30%
Before start of fabrication, but after major component purchase	60%
After start of fabrication, but before start of assembly	80%
After assembly has started	100%

SYSTEM INFORMATION:	
OPERATING SYSTEM VOLTAGE (KV)	13.8KV
RATED MAXIMUM VOLTAGE (KV)	15 KV
RATED SYSTEM FREQUENCY (HZ)	60 HZ
MAIN BUS PLATING	Copper / Silver Plated
MAIN BUS SUPPORTS	Glass Polyester

BREAK NOTES

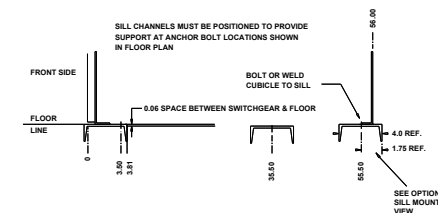


THE SWITCHGEAR EQUIPMENT REPRESENTED IS ACCURATELY ALIGNED ON LEVEL STEEL BED PLATES AT THE FACTORY. THIS CARE ENSURES PROPER OPERATION AND FIT OF MATING PARTS. SUPPORTING SURFACES FOR THE SWITCHGEAR AT EACH MOUNTING BOLT LOCATION MUST BE LEVEL AND IN THE SAME PLANE WITHIN 1/16 IN. THERE MUST NOT BE ANY PROJECTION ABOVE THIS PLANE WITHIN THE AREA COVERED BY THE SWITCHGEAR CUBICLES. IF CUSTOMER'S FLOOR OR GROUTED SILL CHANNELS DO NOT MEET THIS REQUIREMENT IT WILL BE NECESSARY TO SHIM IN THE FOLLOWING MANNER. THE SIX (6) ANCHOR BOLT LOCATIONS IN EACH CUBICLE MUST FREELY REST IN FIRM CONTACT WITH THE MOUNTING SUPPORT SURFACES. THERE MUST NOT BE ANY PROJECTION OR OBSTRUCTION IN OTHER AREAS WHICH MAY DISTORT CUBICLE. DO NOT FORCE CUBICLE INTO FIRM CONTACT BY DRAWING DOWN MOUNTING BOLTS, AS SUCH DRASTIC MEANS WILL DISTORT CUBICLES. ADD 4" SQUARE SHIMS ADJACENT TO ANCHOR BOLTS UNTIL FIRM CONTACT IS ACHIEVED. CHECK EACH BOLT LOCATION, 6 PER CUBICLE, AND TIGHTEN BOLTS.



RECOMMENDED SILL CHANNEL CROSS SECTION 4"

NOTE - SILLS WIDER THAN 4" IN REAR MAY ENCRUSH IN DOWNFEED CONDUIT SPACE."

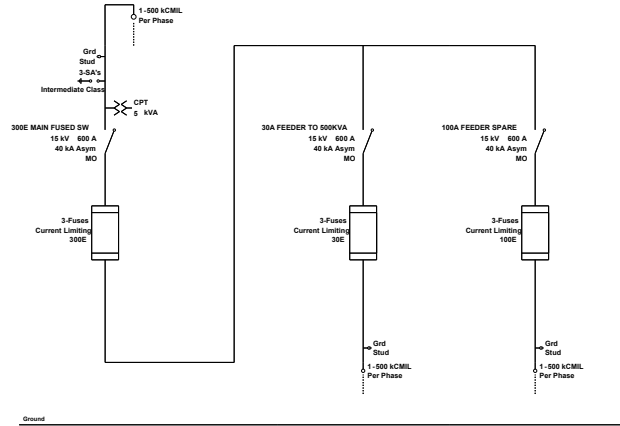


WHEN SILL CHANNELS ARE USED, CUSTOMER'S FLOOR MUST NOT PROJECT ABOVE MOUNTING SURFACE OF CHANNELS AT ANY POINT WITHIN THE FLOOR AREA COVERED BY SWITCHGEAR CUBICLES.

SILL CHANNELS AND ANCHOR BOLTS FURNISHED BY CUSTOMER UNLESS COVERED BY CONTRACT.

CONDUIT HEIGHT NOT TO EXCEED 1.5" ABOVE FLOOR LINE.

JOB CED		CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
P.O. -	CONSLT -	BY henrbb	ENG. LOC. -
DATE 5-23-2024	DESIGNATION 15KV MAIN INCOMING	DWG. NO. henrbb000_05272200_05_00_M00-22000-1	
Siemens Industry, Inc.		APP. -	MFG. LOC. -
Raleigh, NC		APP. -	DWG. FILE -
REV. 0 REVISIONS		DRAWN BY: 5-23-2024 5-23-2024	
SHEET 1 OF 2		REV. 1	



JOB			
CED			
P.O. -		CUST: CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
CONTR -		CONSLT -	
BY -	henrbb	ENG. LOC. -	DESIGNATION 15KV MAIN INCOMING
D.O. -	5-23-2024		
DWG. NO. henrbb000_05272200_05_00_M00-22000-2			
Siemens Industry, Inc.		APP. -	MFG. LOC. -
Raleigh, NC	APP. -	DWG. FILE -	SHEET 2 OF 2
			REV. 1



HPS Millennium™ E

Medium Voltage Distribution Transformer

- up to 34.5kV

HPS Millennium™ E

Medium Voltage Transformer



HPS MILLENNIUM™ E

Hammond Power Solutions (HPS) is the industry leading manufacturer of standard and custom dry-type transformers in North America. Every HPS product is built with the quality and dependability you count on.






HPS Millennium™ medium voltage distribution transformers are designed for many demanding and diverse applications, while minimizing both installation and maintenance costs. Coils are precision wound with copper or aluminum conductors using either barrel or comb wound designs with a full vacuum-pressure impregnation (VPI) insulation system.

With three phase ratings up to 15MVA, 34.5kV, 175kV BIL and single phase to 5MVA, they feature the newest technology and manufacturing processes.

To service all of your medium voltage needs, HPS Millennium™ G is also available for applications requiring voltages up to 5kV. For more information on HPS Millennium™ G (catalog no. MILGMED), please contact us or visit the HPS Website.

SUPPORT & RESOURCES

No other transformer company can offer our service and quality in a full range of products:

-  **Current Calculator:** Calculate the Amps, Volts, or kVA of a transformer. Visit the "Online Tools" area of the HPS website.
-  **Fast On-Site Response:** On-site technicians are available to assist with any technical problems or issues that cannot be resolved over the phone.
-  **Live Telephone Technical Support:** Our inside sales team is available to quickly answer your questions. They are technically trained and able to answer most questions right over the phone.
-  **Easy-To-Access Installation Manuals:** All transformer installation manuals are conveniently located on our website so you can access them anywhere, anytime.
-  **Online Technical Support:** Get answers to frequently asked questions, troubleshooting tips and instruction sheets by visiting the "Technical Support" area of the HPS website.

APPLICATIONS

HPS Millennium™ E is suitable for any commercial, industrial, manufacturing or production process application. They can be offered for a variety of environmental conditions and built to meet the most onerous duty.

- Industrial
- Commercial
- Data Centers
- Renewable Energy



Built-in enclosure fork lift capability



Low voltage bus bar



Flexible connectors



Standard IBC 2012/
OSHPD Seismic Ratings

Lift Off Hinged Doors

Taps

Built-in Enclosure
Fork Lift Capability



Low Voltage Bus Bar

Core

Primary Winding

Optional Cooling Fans

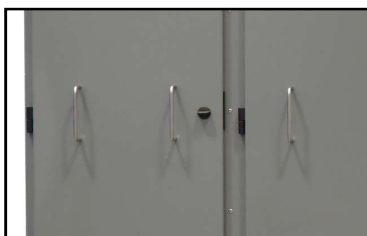
FEATURES

Core & Coil Construction:

- Manufactured from quality non-aging, cold rolled, silicon steel laminations
- Cores are precision cut to close tolerances to eliminate gaps and improve performance
- Core is coated to prevent the ingress of moisture
- Precision wound with copper or aluminum conductors that are electrically balanced to minimize axial forces during short-circuit conditions
- Wire or foil conductors for optimum performance for the application
- Robust interface between core & coils for better short circuit performance
- Utilize both barrel or comb wound construction techniques
- Available with multiple termination configurations: stubs-up, coordinated bus-to-end
- Vibration isolation pads to minimize noise

BENEFITS

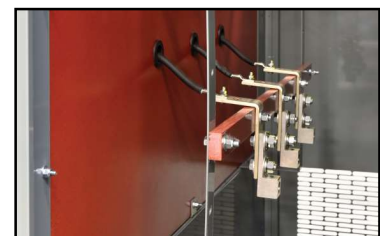
- Meets the minimum efficiency standards mandated in DOE 10 CFR Part 431 (levels as of Jan. 1st 2016), NRCAN 2019 SOR/2018-201 Amd. 14, ON Reg. 404/12 (effective Jan. 1st, 2018) and exceeds CSA C802.2-12 resulting in increased dollar savings and positive societal/environmental payback
- Designed for indoor or outdoor applications
- VPI windings are mechanically durable for the most demanding environments typically found in mining, crane and other difficult mechanical applications.
- Minimal maintenance required beyond removing surface contaminants, such as dirt
- Can be energized immediately after installation
- Excellent resistance to short circuits
- Self-extinguishing in the unlikely event of fire
- Environmentally friendly



Lift off hinged doors



Lifting eyes for core & coil assembly



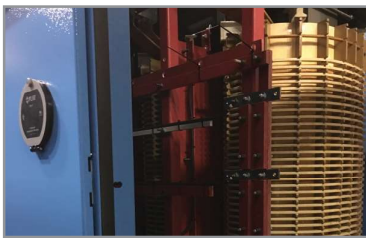
Air terminal chamber (ATC)

HPS Millennium™ E

Medium Voltage Transformer

Specifications - Copper or Aluminum

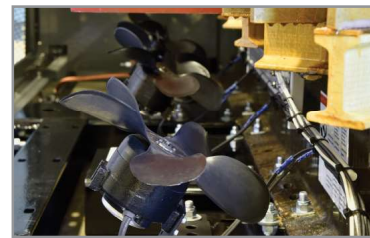
kVA:	225-2500kVA (DOE16) 225-7500kVA (NRCAN 2019) others available upon request	Temperature Rise:	150°C typical temperature rise, (optional 115°C & 80°C rise available)
High Voltage (Primary):	Up to 34.5 kV Class, up to 175 kV BIL Up to 150 kV BIL (BIL per CSA and IEEE/ANSI standards) Standard taps +/- 2.5%, +/- 5% Other options available upon request	Termination:	Front accessible separate high and low voltage terminals; connectors suitable for aluminum and copper are provided for easy cable installation.
Low Voltage (Secondary):	208Y/120V to 600Y/347V & 2.4-5kV up to 60kV BIL Higher BIL available upon request	Impedance:	3-7%, typically 5.75%
Frequency:	60 Hz, others available upon request	Seismic:	Seismically qualified according to the International Building Code (IBC) 2012, and the American Society of Civil Engineers ASCE 7-10 specifications, with the following design parameters (valid for floor mounting of enclosures only): Spectral acceleration: $S_{DS} \leq 2.0$ g Importance factor: $I_p = 1.5$ Attachment/height ratio: $z/h = 1.0$ "
Insulation System:	220°C (200°C for some lower kVA ratings)	Sound Level:	Meets IEEE C57.12.01 (other sound level performance available)
Enclosure Type:	Type 1, 2, 3/3R, 4/4X or 12 available (others available upon request). Enhanced Type 3R option available for improved outdoor performance. Lift off hinged doors for easy accessibility and quick removal if required. Built-in enclosure fork lift capability.	Altitude:	Standard up to 1000 meters (de-rated above 1000 meters)
Enclosure Finish:	ANSI 61 Grey Compliant with UL 50	Ambient:	-20°C to 40°C (with de-rating possible from 40°C to 60°C, consult HPS)
Neutral:	Neutral terminal for field connection (on applicable units)	Duty:	Special duty available upon request.



Infrared viewing window & custom enclosure finish



Lightning arrestors



Cooling fans

OPTIONAL ACCESSORIES

- Forced air-cooling (or provisions for later)
- Heat exchanger/cooling for TENV units
- Lightning arrestors rated for system voltage (Station, Intermediate or Distribution)
- Grounding resistor
- Neutral Ground Monitor
- Thermal sensing & indication
 - Thermocouples
 - Thermometers (analog/digital)
 - Thermostat alarm / trip (N.O. /N.C. contacts)
- Current transformers
- Potential transformers
- Key interlock to prevent unauthorized access
- Electrostatic shielding
- Rated to handle non-linear loads
- Strip heater (powered from separate source)
- Surge protection devices
- Air terminal chamber
- Low voltage panel
- Coordinated bus-to-end
- Primary fused disconnects
- Infrared viewing windows



Comparison of Enclosures for Indoor and Outdoor Non-Hazardous Locations

		Indoor						Indoor/Outdoor							Submersible		
CSA C22.2 No. 94.2 Enclosure Type		1 ^a	2 ^a	5	12	12K	13	3	-	3R ^a	-	3S	-	4	4X	6	6P
NEMA 250 Enclosure Type		1 ^a	2 ^a	5	12	12K	13	3	3X	3R ^a	3RX ^a	3S	3SX	4	4X	6	6P
Equivalent IEC 60529 IP designation ^a		IP20	IP22	IP53	IP54	IP54	IP54	IP55	IP55	IP24	IP24	IP55	IP55	IP66	IP66	IP67	IP68
Provides a degree of protection against these environmental conditions	Accidental contact with live parts	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Falling dirt	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Dripping and light splashing of non-corrosive liquids		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Circulating dust, lint, fibres and flyings ^d				X	X	X	X	X			X	X	X	X	X	X
	Settling dust, lint, fibres and flyings ^d			X	X	X	X	X	X			X	X	X	X	X	X
	Wind-blown dust							X	X			X	X	X	X	X	X
	Rain, snow and external formation of ice or sleet ^b							X	X	X	X	X	X	X	X	X	X
	External formation of ice or sleet											X	X				
	Hose down and splashing water													X	X	X	X
	Corrosion												X		X		X
	Occasional temporary submersion															X	X
	Occasional prolonged submersion																X
	Oil and coolant seepage				X	X	X										
	Oil and coolant seepage, spraying and splashing						X										

Notes:

- a. - These enclosures may be ventilated
- b. - External operating mechanism(s) is not required to operate when the enclosure is ice covered
- c. - External operating mechanism(s) shall be operable when the enclosure is ice covered
- d. - These fibres and flyings are non-hazardous and are not considered Class III type ignitable fibres or combustible flyings
- e. - Since IEC 60529 does not specify degrees of protection for many conditions considered CSA C22.2 No. 94.2, the IEC classifications cannot be exactly equated to North American Type numbers. The North American Type numbers meet or exceed the test requirements for the associated IP classifications.

This table cannot be used to convert from IEC classifications to North American Type designations.

References: CSA C22.2 No. 94, CSA C22.1 (CEC), NEMA 250, NEMA document - NEMA Enclosure Types

Disclaimer: This table is for quick comparison only. Please refer to appropriate standard for enclosure selection to your needs.

TESTING

All VPI Power transformers are tested at HPS prior to shipment. They must meet specific criteria to be certified acceptable for release. The following tests are performed on each power transformer:

- Resistance Measurement*
- Voltage Ratio
- Polarity & Phase-Relation Test
- No-Load Loss and Excitation Current Test
- Induced Voltage
- Impedance, Voltage & Load Loss Test*
- Power frequency voltage-withstand each winding
- Other testing available upon customer request

* typically not performed for units \leq 500kVA

COMPLIANCE & APPROVALS

HPS Millennium™ E is CSA Certified and UL Listed to the following standards:

- CSA C22.2 No. 47
- CSA C9-02
- U.L. 1562



Compliant to the following industry standards:

- IEEE-C57.12.01
- IEEE-C57.12.51
- IEEE-C57.12.70
- IEEE-C57.12.91
- CSA 802.2-12
- DOE 10 CFR Part 431: 2010 or 2016
- NRCAN SOR/2018-201 Amd. 14
- ON Reg. 404/12 (2018)
- IEC 60076 (upon request)
- IBC 2012/OSHPD for seismic conditions

Selection Tables

ALUMINUM WOUND

kVA	Voltage Class kV	BIL	Enclosure with Stubs Up Fig. 1				Enclosure with Bus-To-End Fig. 2			
			Width (W)	Depth (D)	Height (H)	Weight (Lbs.)	Width (W)	Depth (D)	Height (H)	Weight (Lbs.)
225	5	30	49	42	64	2000	60	50	82	2300
	15	60	54	47	72	2400	60	50	82	2700
	15	95	60	50	82	3000	72	54	91.5	3700
	25	110	72	54	91.5	4100	72	60	91.5	4400
	25	125	72	60	91.5	4500	72	60	91.5	4900
	34.5	150	90	72	91.5	5500	90	72	91.5	5900
300	5	30	49	42	64	2100	68	50	72	2400
	15	60	68	50	72	2900	68	50	72	3200
	15	95	72	54	91.5	4000	84	54	91.5	4400
	25	110	72	54	91.5	4200	84	60	91.5	4800
	25	125	84	60	91.5	4800	84	60	91.5	5200
	34.5	150	90	72	91.5	5700	90	72	91.5	6100
500	5	30	54	47	72	3100	78	48	78	3600
	15	60	68	50	72	3900	78	48	78	4400
	15	95	84	54	91.5	5300	84	54	91.5	5800
	25	110	84	54	91.5	5700	84	60	91.5	6400
	25	125	90	60	91.5	6400	96	72	91.5	7200
	34.5	150	96	72	91.5	7800	96	72	91.5	8400
750	5	30	68	50	72	5000	84	54	91.5	6100
	15	60	78	48	78	5300	90	54	91.5	6400
	15	95	84	54	91.5	6700	96	60	91.5	7600
	25	110	84	60	91.5	7000	90	60	91.5	7600
	25	125	90	60	91.5	7100	96	72	91.5	8000
	34.5	150	96	72	91.5	9000	102	72	91.5	9900
1000	5	30	78	48	78	6100	90	54	91.5	7300
	15	60	84	54	91.5	7200	96	54	91.5	8000
	15	95	90	60	91.5	8400	102	60	91.5	9400
	25	110	90	60	91.5	8500	96	60	91.5	9300
	25	125	96	60	91.5	8700	102	72	91.5	9800
	34.5	150	96	72	110	10000	102	72	110	11000
1500	5	30	78	48	78	8100	96	54	91.5	9500
	15	60	90	54	91.5	9600	102	60	91.5	10800
	15	95	96	60	91.5	10800	108	60	91.5	12100
	25	110	96	60	91.5	10900	108	72	91.5	12500
	25	125	102	72	110	11800	108	72	110	13000
	34.5	150	108	72	110	13900	120	72	110	15400
2000	5	30	90	54	91.5	10800	108	60	91.5	12400
	15	60	96	54	91.5	11500	108	60	91.5	13000
	15	95	102	60	91.5	13400	120	72	91.5	15300
	25	110	102	72	91.5	13800	120	72	91.5	15500
	25	125	108	72	110	15000	120	72	110	16600
	34.5	150	120	72	110	16200	120	72	110	17600
2500	5	30	90	54	91.5	13000	120	60	91.5	15100
	15	60	96	60	91.5	13700	120	72	91.5	15800
	15	95	108	60	91.5	15800	132	72	110	18400
	25	110	108	72	110	14900	120	72	110	16500
	25	125	108	72	110	15900	120	72	110	17600
	34.5	150	108	72	110	16900	132	72	110	19000

Weight and dimensions are typical for 150°C Average Winding Rise.

Weights and dimensions are for DOE 2016/NRCAN 2019 compliant product.

All dimensions are in inches.

For Type 2 enclosure styles, add 4 inches to the enclosure depth and 20 lbs to the total weight.

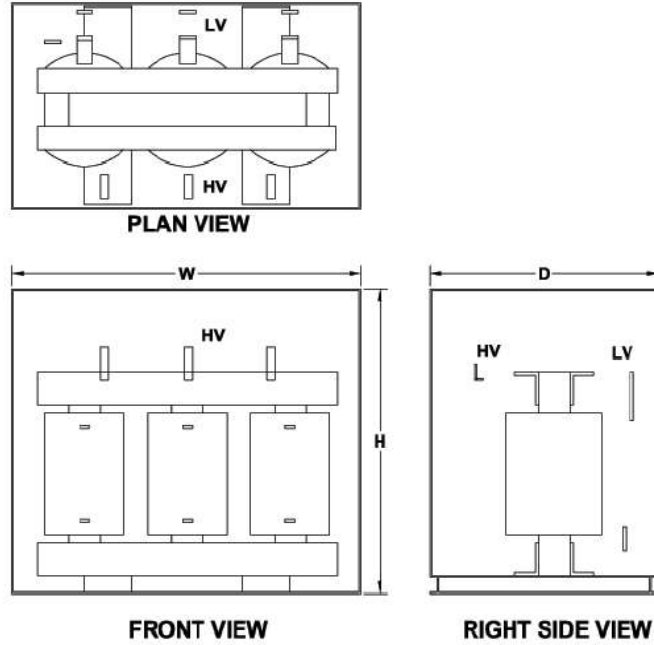
Not for construction purposes. Approval drawings can be provided as needed.

Add 20 inch for ATC up to 110kV BIL designs and

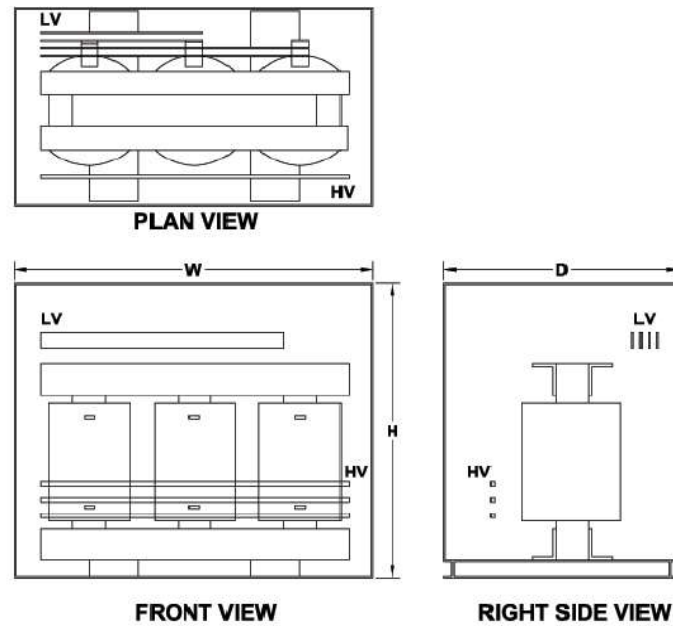
24 inch for ATC with 125/150kV BIL designs.

Add approx. 400 lbs. per ATC.

Drawings



ENCLOSURE WITH STUBS UP FIG. 1



ENCLOSURE WITH BUS-TO-END FIG. 2

15 kV, 60kV BIL - Aluminum

75°C, 12470V Delta (60 kV BIL) -
480Y/277V, 600Y/347V (10kV BIL), 60 Hz

kVA	No Load Loss (W)	Load Loss (W)	Impedance	Resistance	Reactance	X/R Ratio	Regulation				% Efficiency at different loads			
							at 50% load		at 100% load		25%	50%*	75%	100%
							pf = 1	pf = 0.8	pf = 1	pf = 0.8				
225	915	2300	5.7%	1.0%	5.6%	5.64	0.55%	2.12%	1.18%	4.28%	98.15%	98.69%	98.71%	98.59%
300	1025	3135	5.7%	1.0%	5.6%	5.64	0.56%	2.13%	1.20%	4.29%	98.40%	98.81%	98.78%	98.63%
500	1275	5085	5.7%	1.0%	5.6%	5.65	0.55%	2.12%	1.18%	4.28%	98.74%	98.99%	98.91%	98.74%
750	1700	6510	5.8%	0.9%	5.7%	6.32	0.47%	2.07%	1.03%	4.19%	98.89%	99.12%	99.06%	98.92%
1000	2075	7585	5.8%	0.8%	5.7%	7.14	0.42%	2.04%	0.92%	4.12%	98.99%	99.21%	99.16%	99.04%
1500	2775	9950	5.8%	0.7%	5.7%	8.19	0.37%	2.01%	0.83%	4.06%	99.10%	99.30%	99.26%	99.16%
2000	3285	12850	5.8%	0.6%	5.7%	9.57	0.36%	2.00%	0.81%	4.05%	99.19%	99.35%	99.30%	99.20%
2500	3825	14710	5.8%	0.6%	5.8%	9.59	0.34%	1.98%	0.75%	4.01%	99.25%	99.40%	99.36%	99.26%

*Meets DOE 10 CFR Part 431 - 2016 & NRCAN 2019/ON Reg. 404/12 Energy Efficiency Regulations for MVDT Transformers

15 kV, 60kV BIL - Copper

75°C, 12470V Delta (60 kV BIL) -
480Y/277V, 600Y/347V (10kV BIL), 60 Hz

kVA	No Load Loss (W)	Load Loss (W)	Impedance	Resistance	Reactance	X/R Ratio	Regulation				% Efficiency at different loads			
							at 50% load		at 100% load		25%	50%*	75%	100%
							pf = 1	pf = 0.8	pf = 1	pf = 0.8				
225	750	2725	5.6%	1.2%	5.5%	4.55	0.64%	2.14%	1.36%	4.32%	98.29%	98.69%	98.63%	98.45%
300	950	3425	5.6%	1.0%	5.5%	5.54	0.61%	2.13%	1.29%	4.29%	98.47%	98.81%	98.74%	98.56%
500	1240	5215	5.6%	1.0%	5.5%	5.54	0.56%	2.10%	1.20%	4.23%	98.76%	98.99%	98.90%	98.73%
750	1540	7115	5.6%	0.9%	5.6%	6.18	0.51%	2.07%	1.10%	4.17%	98.95%	99.12%	99.02%	98.86%
1000	1800	8980	5.7%	0.9%	5.6%	6.20	0.49%	2.05%	1.05%	4.14%	99.08%	99.21%	99.10%	98.94%
1500	2485	11215	5.7%	0.8%	5.6%	7.02	0.41%	2.00%	0.91%	4.05%	99.16%	99.30%	99.22%	99.09%
2000	2860	14695	5.7%	0.7%	5.6%	8.03	0.41%	2.00%	0.89%	4.04%	99.25%	99.35%	99.26%	99.13%
2500	3015	18025	5.7%	0.7%	5.6%	8.04	0.40%	2.00%	0.88%	4.04%	99.34%	99.40%	99.30%	99.17%

*Meets DOE 10 CFR Part 431 - 2016 & NRCAN 2019/ON Reg. 404/12 Energy Efficiency Regulations for MVDT Transformers

Technical Information

The following information is provided for reference only:

Average Audible Sound Levels

Self-Cooled		Ventilated Forced Air Cooled	
Equivalent Two-Winding (kVA)	Ventilated (Class AA Rating)	Equivalent Two-Winding (kVA)	Class FA and AFA Rating
0-9	40	0-1167	67
10-50	45	1168-1667	68
51-150	50	1668-2000	69
151-300	55	2001-3333	71
301-500	60	3334-5000	73
501-700	62	5001-6667	74
701-1000	64	6668-8333	75
1001-1500	65	8334-10000	78
1501-2000	66		
2001-3000	68		
3001-4000	70		
4001-5000	71		
5001-6000	72		
6001-7500	75		

System Voltage and Transformer BIL Ratings

Nominal L-L System Voltage (kV)	Low Frequency Voltage Insulation Level (kV rms)	Basic lightning impulse insulation levels (BIL ratings) in common use kV crest ^{a,b} (1.2 x 50 μ s)													
		10	20	30	45	60	95	110	125	150	200	250	300	350	
0.25	2.5	None													
0.6	3	S	1	1											
1.2	4	S	1	1											
2.5	10		S	1	1										
5.0	12			S	1	1									
8.7	20				S	1	1								
15.0	34					S	1	1							
18.0	40						S	1	1						
25.0	50							2	S	1	1				
34.5	70									2	S	1			
46.0	95											S	1	1	
69.0	140												S	1	1
Chopped wave ^{c,d} minimum time to flashover μ s		1.0	1.0	1.0	1.25	1.5	1.6	1.8	2.0	2.25	2.7	3.0	3.0	3.0	

When performing an impulse test on the low voltage windings, the high voltage windings may experience higher test voltage than the rated BIL level.

Note - The latest edition of IEEE Std. C62.22™ [B3] should be consulted for information coordination with available surge arrester protection levels.

S = Standard values

1 = Optional higher levels where exposure to overvoltages occurs and improved protective margins are required.

2 = Optional lower levels where protective characteristics of applied surge arresters have been evaluated and found to provide appropriate surge protection.

a = Low-impedance low-side windings may be tested with a much faster 0.5 x 1.5 μ s impulse wave on BIL ratings less than or equal to 30 kV.

b = A positive impulse wave shall be used.

c = The voltage crest of the chopped wave should be approximately the same as the full wave magnitude.

d = No chopped waves are required on 0.6 kV systems and below.



Standard Transformer Ratings, Primary Voltage Class 2.3-46 kV

kVA 3 Phase			Secondary Voltage			
Self-Cooled	Fan-Cooled Ventilated Dry	Fan-Cooled Weather Resistant Ventilated	208Y/120 V 240 V Delta	480Y/277 V 480V Delta	4160Y/2400 V 4160 V Delta 2400 V Delta	600Y/277 V 600V Delta
225			X	X		X
300	400	400	X	X		X
500	667	667	X	X	X	X
750	1000	1000	X	X	X	X
1000	1333	1333	X	X	X	X
1500	2000	2000	X	X	X	X
2000	2666	2666		X	X	X
2500	3333	3333		X	X	X
3750	5000	5000			X	
5000	6650	6650			X	
7500	10000	10000			X	

The above combinations are based on standard designs. Other than standard designs may place further restrictions on the availability of voltage and kVA combinations. Consult factory for final determination.

Altitude Derating Factor

Altitude (FT)	kVA Correction	BIL Correction
3300	1.00	1.00
4000	0.994	0.98
5000	0.985	0.95
6000	0.975	0.92
7000	0.966	0.89
8000	0.957	0.86
9000	0.948	0.83
10,000	0.939	0.80
11,000	0.930	0.77
12,000	0.921	0.75
13,000	0.912	0.72
14,000	0.903	0.70
15,000	0.894	0.67

Per IEEE 100m = 330 ft



SIEMENS SUBMITTAL

Warranty Information

(A) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the 'Warranties'). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(B) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(C) Exclusions from Warranty Coverage. The Warranties do not apply to any equipment not provided by Siemens under this Agreement. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(D) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of the warranty periods listed below.

TPS Surge Products – ten (10) years

All other Siemens products - twelve (12) months from initial operation of the Product or eighteen (18) months from shipment.

Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(E) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Part (B) above, or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(F) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(G) THE WARRANTIES SET FORTH ABOVE ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

LIMITATION OF LIABILITY NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.



SIEMENS SUBMITTAL

Low-Voltage Transformers

Contents

TX-LP1
TX-LP3

TX-LP2

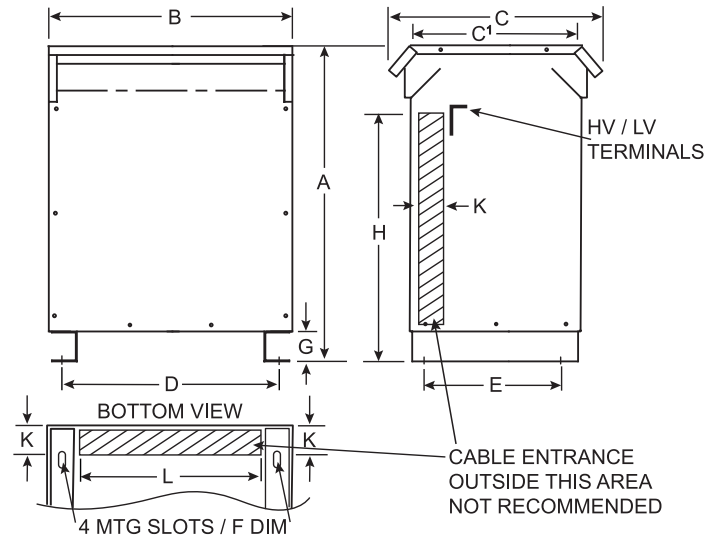
STANDARD ENCLOSURE AND MOUNTING DIMENSIONS

General Purpose Transformer, NEMA 3R, 3 phase, 600V, 150°C rise, K-1

General Specifications

Type:	Ventilated
Temp Rise:	150°C
K-Factor:	K-1
Frequency:	60 Hz
Windings:	Aluminum or Copper
Efficiency:	DOE-2016

Measurements in inches/pounds below;
metric dimensions on other side.



Dimensions in inches

kVA	Net Wt (lbs)		A	B	C	C'	D	E	F	G	H	K	L
	AL	CU											
15	240	265	22.0	19.0	21.0	16.0	15.8	12.0	0.56 x 1.13	3.0	16.0	3.0	13.0
30	360	390	25.0	22.0	22.0	17.0	18.1	13.0	0.56 x 1.13	3.0	19.0	3.0	15.0
45	480	525	28.0	25.0	23.5	18.5	20.8	14.5	0.56 x 1.13	3.0	22.0	3.0	17.0
75	625	690	32.0	27.0	26.0	21.0	23.5	16.0	0.56 x 1.13	3.0	26.0	3.0	20.0
112.5	875	965	38.0	29.0	28.5	23.0	25.5	18.0	0.56 x 1.13	3.0	32.0	3.0	22.0
150	1225	1350	42.0	33.0	32.5	26.0	30.0	21.0	0.56 x 1.13	3.0	35.0	4.0	25.5
225	1545	1700	46.0	35.0	37.0	30.0	31.5	25.0	0.56 x 1.13	3.0	39.0	5.0	27.5
300	1895	2050	52.0	35.0	37.0	30.0	31.5	25.0	0.56 x 1.13	3.0	45.0	5.0	27.5
500	3220	3550	60.0	48.0	43.5	33.0	42.0	27.0	0.56 x 1.13	4.0	50.0	5.0	38.0
750	4250	4665	72.2	52.0	44.2	40.0	47.0	42.0	0.56 x 1.13	4.0	56.0	5.0	44.25
1000	6100	6700	81.0	66.0	61.0	44.0	63.0	38.5	0.56 x 1.13	5.0	69.0	6.0	57.0

Housing dimensions subject to change without notice. Consult factory where dimensions are critical.

NOTES:

- All units are UL listed and are designed in accordance with ANSI C89.2 and NEMA ST-20 standards
- These transformers utilize a UL recognized 220°C insulation system
- Transformers are dry type, Class AA, ventilated enclosure for indoor or outdoor use
- For lifting other than with fork truck, remove top cover and use core clamps
- Paint color is ANSI #61 Gray
- Full width copper electrostatic shield (optional)
- 6" required clearance from the wall
- HV/LV terminals are top front terminated
- Meets DOE-2016 efficiency 10 CFR Part 431
- Meets NRCAN C802 2019 standards for efficiency
- Net Weights are approximate

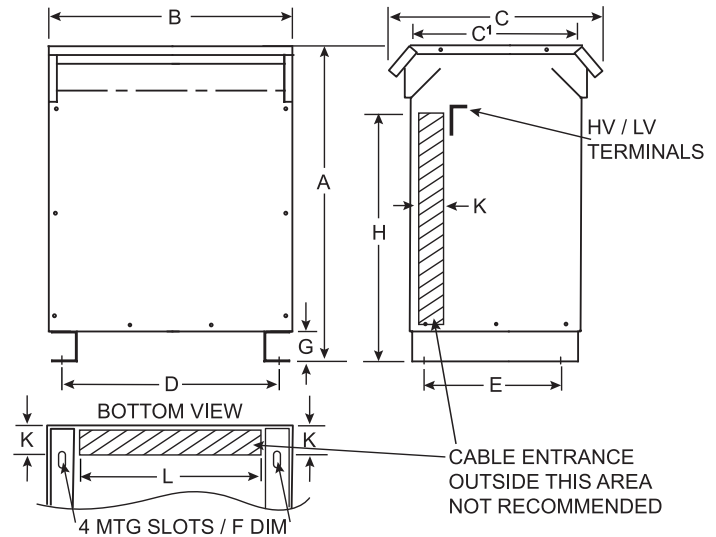
STANDARD ENCLOSURE AND MOUNTING DIMENSIONS

General Purpose Transformer, NEMA 3R, 3 phase, 600V, 150°C rise, K-1

General Specifications

Type:	Ventilated
Temp Rise:	150°C
K-Factor:	K-1
Frequency:	60 Hz
Windings:	Aluminum or Copper
Efficiency:	DOE-2016

Measurements in centimeters/kilograms below;
inches/pounds dimensions on other side.



Dimensions in centimeters

kVA	Net Wt (kg)		A	B	C	C'	D	E	F	G	H	K	L
	AL	CU											
15	108.9	120.2	55.9	48.3	53.3	40.6	40.1	30.5	1.42 x 2.87	7.6	40.6	7.6	33.0
30	163.3	176.9	63.5	55.9	55.9	43.2	46.0	33.0	1.42 x 2.87	7.6	48.3	7.6	38.1
45	217.7	238.1	71.1	63.5	59.7	47.0	52.8	36.8	1.42 x 2.87	7.6	55.9	7.6	43.2
75	283.5	313.0	81.3	68.6	66.0	53.3	59.7	40.6	1.42 x 2.87	7.6	66.0	7.6	50.8
112.5	396.9	437.7	96.5	73.7	72.4	58.4	64.8	45.7	1.42 x 2.87	7.6	81.3	7.6	55.9
150	555.7	612.3	106.7	83.8	82.6	66.0	76.2	53.3	1.42 x 2.87	7.6	88.9	10.2	64.8
225	700.8	771.1	116.8	88.9	94.0	76.2	80.0	63.5	1.42 x 2.87	7.6	99.1	12.7	69.9
300	859.6	929.9	132.1	88.9	94.0	76.2	80.0	63.5	1.42 x 2.87	7.6	114.3	12.7	69.9
500	1460.6	1610.3	152.4	121.9	110.5	83.8	106.7	68.6	1.42 x 2.87	10.2	127.0	12.7	96.5
750	1927.8	2116.0	183.4	132.1	112.3	101.6	119.4	106.7	1.42 x 2.87	10.2	142.2	12.7	112.4
1000	2766.9	3039.1	205.7	167.6	154.9	111.8	160.0	97.8	1.42 x 2.87	12.7	175.3	15.2	144.8

Housing dimensions subject to change without notice. Consult factory where dimensions are critical.

NOTES:

- All units are UL listed and are designed in accordance with ANSI C89.2 and NEMA ST-20 standards
- These transformers utilize a UL recognized 220°C insulation system
- Transformers are dry type, Class AA, ventilated enclosure for indoor or outdoor use
- For lifting other than with fork truck, remove top cover and use core clamps
- Paint color is ANSI #61 Gray
- Full width copper electrostatic shield (optional)
- 6" required clearance from the wall
- HV/LV terminals are top front terminated
- Meets DOE-2016 efficiency 10 CFR Part 431
- Meets NRCAN C802 2019 standards for efficiency
- Net Weights are approximate

3F3Y150D16 - Three-Phase Ventilated-USA-DOE

Product Details	
KVA	150.00
UPC#	804766148668
Enclosure	NEMA 3R Ventilated
Phase	Three-Phase
Line Voltage	480V-Delta
Load Voltage	208Y/120V
E/S Shielded	No
Windings	Aluminum
Temp. rise	150°
Frequency	60 Hz
Taps	2 - 2.5% FCAN; 4 - 2.5% FCBN
Impedance	3.88
Total loss (17°C)	3853.00
Regulation (full load)	PF 1.0=2.56 PF 0.8=3.79

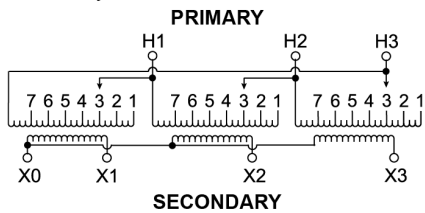
Product Details	
Efficiency Type	DOE-2016
Minimum Efficiency (35%)	98.83
Sound	50 db Max
Approvals	UL, cUL, DOE

Weight & Dimensions (Imperial / Metric)		
A	42.00"	106.68 cms
B	33.00"	83.82 cms
C	32.50"	82.55 cms
D	30.00"	76.2 cms
E	21.00"	53.34 cms
Est Ship Wt	1125.00 lbs	510.29 kg

T480E Wiring Diagram & Connections

Wiring Diagram

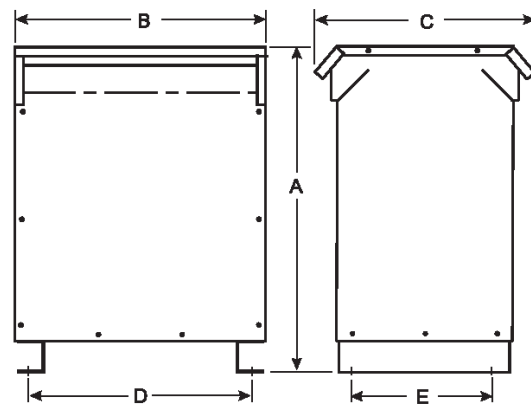
Primary: 480 Volts Delta
Secondary: 208Y/120 Volts



Connections

Primary Volts	On Each Coil Jumper Taps To	Primary Lines Connect To
504	1	H1, H2, H3
492	2	H1, H2, H3
480	3	H1, H2, H3
468	4	H1, H2, H3
456	5	H1, H2, H3
444	6	H1, H2, H3
432	7	H1, H2, H3

Secondary Volts	Secondary Lines Connect To
208	X1, X2, X3
120	Between X0 and X1 or X2 or X3
1 phase	X1 or X2 or X3



Additional Information

How to Buy: Contact Siemens Distributor, Siemens Sales Rep or Configure in COMPAS Configuration Tool



Automatic Transfer Switches

RTS-03 Series

RTS-03 Series Automatic Transfer Switches: Rugged

High-Performance Design

Russelectric automatic transfer switches are modern, high-speed switching devices designed to transfer electrical loads from a preferred power source to an alternate power source when voltage and/or frequency varies from preset limits, and to retransfer loads when preferred source is restored.

Russelectric RTS-03 Series automatic transfer switches utilize simple electrical operators to provide high-speed quick-break, quick-make, preloaded transfers. The operators are connected to the switch mechanism through precision self-aligning, ball joints and heavy-duty linkage rods which prevent misalignment.

The Industry's Highest 3-Cycle Closing and Withstand Ratings | A

Russelectric RTS-03 Series transfer switches have the highest 3-cycle closing and withstand ratings for 480 VAC or less of any switches available today.

All Russelectric RTS-03 Series automatic transfer switches have been fully tested for 3-cycle closing and withstand ratings under UL-1008.

3-Cycle Closing and Withstand Ratings RMS Symmetrical Amperes, 480 VAC or Less UL Tested, Listed, and Labeled Under UL-1008	
Switch Size Amperes	Closing and Withstand Rating Amperes
100-400	42,000
600-800	65,000
1000-1200	85,000
1600-4000	100,000

Before Underwriters' Laboratories, Inc. will allow a transfer switch to be listed with a short circuit rating, it requires that the switch be able to close in on the same amount of fault current that it can withstand. Consequently, in applications where extremely high short circuit current is available, fuse protection is mandatory.

When coordinated with current limiting fuses, Russelectric RTS-03 Series transfer switches have UL listed closing and withstand ratings of 200,000 amperes, at 480 VAC.

Built Rugged for Long Life, Minimum Maintenance, and Trouble-Free Service

Russelectric builds all its transfer switches for years of reliable, trouble-free operation with a minimum of maintenance. In fact, many Russelectric switches have been in continuous service for over 50 years.

Russelectric transfer switch contacts are segmented and have tungsten arcing tips. All contacts are machined from solid copper — not cast, forged, or stamped. All mechanical assemblies, linkages, and connecting rods are purpose-built and precision-machined in-house. Mechanical linkages are sturdy anodized steel rods —

machined, not stamped or riveted — with aircraft-style ball joint fittings.

Bus bar is solid copper, silver plated in accordance with UL and ANSI standards. All bus is formed, cut, and punched before being plated to guarantee the integrity of the silver plating and ensure maximum performance.

Enclosures are fabricated with code gauge steel to meet UL and other applicable standards. All enclosures feature arc-welded seams, extra bracing, and smooth, ground corners. Switches are seismic tested to International Building Code requirements for earthquake compliance.

All transfer switches are thoroughly inspected both mechanically and electrically under simulated operating conditions before shipment.



3- Cycle Closing and Withstand Rated Design

Quick-Break, Quick-Make, High-Speed, Preloaded Transfer | B

All Russelectric transfer switches feature preloaded springs and an electric operator-driven overcenter mechanism for opening and closing power contacts. During open-transition transfer, the contact mechanism is securely locked in place until the overcenter position is reached. The preloaded springs then instantaneously open the closed contacts (quick-break) and close the open contacts (quick-make) with a momentary break in between. The quick-break feature provides rapid full arc interruption, even under maximum voltage and amperage. This considerably reduces contact erosion and increases the switch's useful life.

Rapid and Reliable Arc Quenching | C

The Russelectric transfer switch current interrupting chamber consists of parallel steel plates partially surrounding the contacts and enclosed by an insulator. When contacts open, the induced magnetic field draws the arc into the plates, which split it into smaller arcs and extinguish it.

The plates also conduct heat away from the arc. (Photo shown with insulating barriers removed.)

Front Connected Control Components and Wiring | D

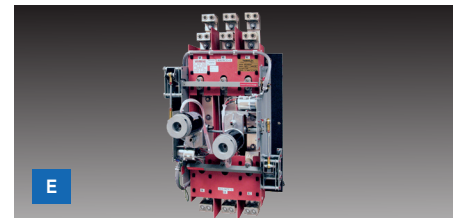
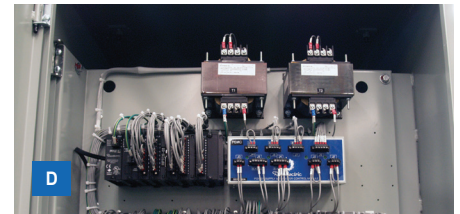
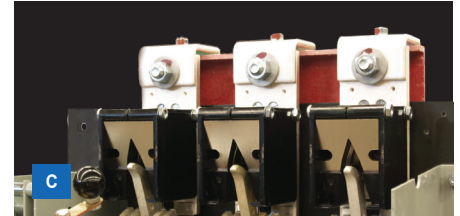
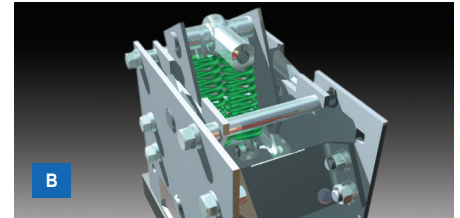
Control components and wiring can be replaced without removing the transfer switch from its enclosure.

Tracing of the electrical circuitry is simplified by the neatly arranged, front-connected, flame retardant, 600-volt SIS switchboard wiring. Heavy-duty control components and contacts are provided to handle switching requirements.

All wiring connections are labeled with sleeve-type markers, easily visible from the front of the cabinet.

Vertical-Type "VS" Switchboard Construction | E

Transfer switch bases and control panels are available in narrow widths for switchboard cubicles with front or rear terminals and/or bus tabs. Narrow widths to fit motor control center requirements (19" for capacities to 800 A 3-pole) and special arrangements are also available.



RPTCS ATS Control System

The Russelectric RPTCS microprocessor automatic transfer switch control system controls all operational functions of the ATS. Each RPTCS is programmed at the factory to control customer-specified options as well as standard switch features.

Setup, alarm acknowledgement, and review of actual data are easily accomplished using the controller's soft keys and color display. The intuitive, interactive menu guides the user through controller setup and the entering of configuration data, including communications and timing setpoints, adjustable control parameters (interlocks, alarms, and security), and event logging.

Real-time metering of voltage (phase-to-phase and phase-to-neutral) and frequency of both sources is standard, and metering of current and power is available. The RPTCS can also monitor power quality with available waveform capture and historical trending. All metering can be accessed through the menu.

The controller senses Source 1 (usually the electric utility source) and Source 2 (usually the engine generator source) voltages and, by means of easy-to-see LEDs, indicates switch position and source availability. Through the menu, the user can also review operational data such as active time delays, transfer inhibits, metered values, fault and alarm reports, event records, and configuration settings. The controller also automatically displays the status of monitored conditions in color-coded banners at the top of the screen including faults and alarms, inhibits, and informational messages.

The RPTCS controller supports two communication interfaces: standard Modbus RTU or available Modbus TCP/IP via 10/100 Base-T Ethernet. An external communications port on the controller's faceplate allows fast, easy connection to a laptop. Controller design accommodates the addition of accessories.

RTS-03 Series Open-Transition Transfer Switches

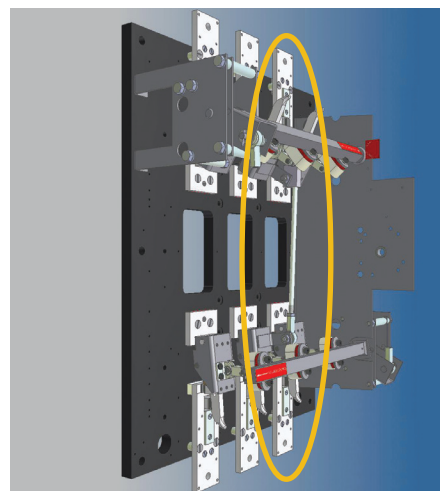
Open-Transition Switches

- Quick-break, quick-make, high-speed transfer mechanism
- Positive Mechanical Interlocking
- Simple electrical operators
- Rapid arc quenching
- Safe external manual operator provides same quick-break, quick-make operation as electrical operator
- 2, 3 and 4-pole configurations
- Front accessible wiring



Positive mechanical interlocking

A rugged mechanical interlock positively prevents Source 1 and Source 2 contacts from being closed simultaneously.



Simplified assembly

RTS-03 Series Open-Transition Transfer Switches

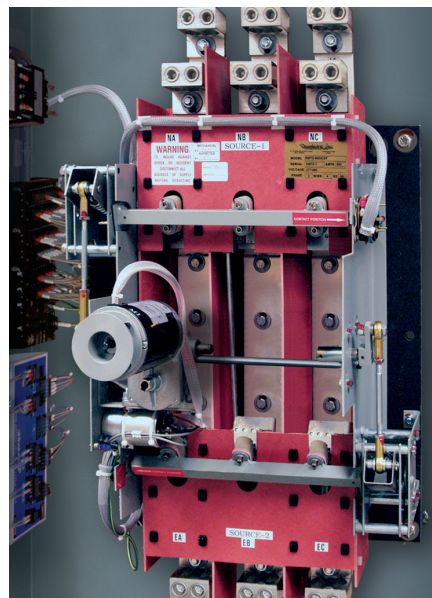


RTS-03 ATA: Single-Operator

For basic transfer applications

For Basic Power Transfer Applications

Single-operator RTS-03 ATA Series automatic transfer switches offer a dependable means of transferring power from one source to another and back again using open-transition transfer. These switches are ideal for resistive load applications where no time delay (to allow inductive load voltages to decay) is needed.



RTS-03 ATB: Dual-Operator

For high inductive load transfer applications

For Large Motor and High Inductive Load Transfer Applications

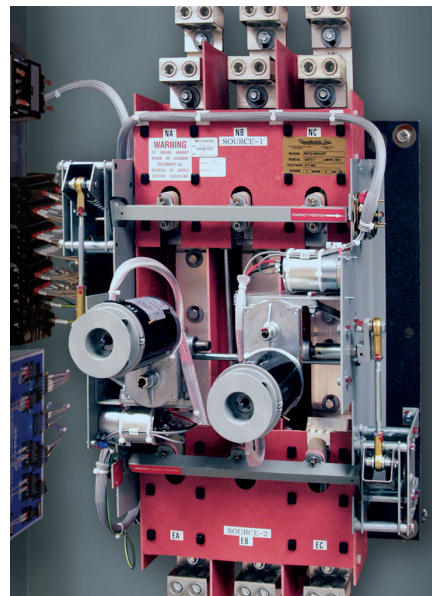
Dual-operator RTS-03 ATB Series automatic transfer switches allow inductive loads to be re-energized with normal inrush starting current after transfer. These inductive loads typically involve large 3-phase motors or transformers.

A time delay between the opening of the closed contacts and the closing of the open contacts allows large motor loads to demagnetize before transfer. This prevents the severe “bump” caused by switching a rotating motor (which momentarily acts as a generator) from one source to another source that is not in synchronism.

This transition time delay is approximately 400 milliseconds, but it may be increased through the switch’s controller.

Ideal for Sophisticated Load Shed Control Applications

With their center-off position, Russelectric RTS-03 ATB Series dual-operator transfer switches are also ideal for sophisticated load shed control schemes. They are often used in generator paralleling systems.



Safe External Manual Operator

In addition to automatic operation, these transfer switches can be operated manually. An external manual operator permits the full-speed manual transfer of loads (at the same contact speed as the electric operator) with the unit’s door completely closed. This reduces the operator’s exposure to the risk of possible arc flash injuries.

RTS-03 Series Closed-Transition Transfer Switches

Closed-Transition Switches

- High-speed quick-break, quick-make, open-transition transfer upon loss of preferred power source
- Rapid closed-transition retransfer to preferred source and for testing with zero power interruption
- Simple electrical operators
- Rapid arc quenching
- 2-, 3-, and 4-pole configurations
- Front accessible wiring

RTS-03 ATC: Closed Transition

For zero power interruption on testing and retransfer



Zero Power Interruption on Retransfer or Testing

RTS-03 ATC Series closed-transition transfer switches offer the advantage of zero power interruption during both testing and automatic retransfer to Source 1. They are built to the same stringent standards as Russelectric's widely respected break-before-make switches. They are identical in size to open-transition switches.

High-Speed Operators Provide Transition in Less Than 100 Milliseconds

To provide the rapid transition necessary to achieve the absolute minimum time in which both Source 1 and Source 2 are simultaneously connected to the load, Russelectric uses special high-speed operators. Transfer occurs only when both sources are within an acceptable window of synchronization. Tests show that transition times are substantially less than 100 milliseconds.

Open-Transition Transfer, Closed-Transition Retransfer and Testing

1. Transfer upon loss of Source 1

Upon reduction of Source 1 voltage below a preset value after a preset time delay, the Russelectric RTS-03 ATC signals the engine generator (Source 2) to start. When the engine generator has reached acceptable voltage and frequency, the transfer switch transfers to the engine generator source in open transition. The load is served by the engine generator until the ATS detects return of Source 1 to acceptable values. After a preset time delay to allow stabilization of Source 1, the ATS is ready to retransfer.

2. Retransfer upon return of power to the preferred source

When the Russelectric RTS-03 ATC is ready to retransfer, a synch-check function initiates transfer once the engine generator is in synchronism with Source 1. After the open contacts (Source 1) have closed, the closed contacts (Source 2) open, providing closed-transition transfer.

The period of time in which both sets of contacts are closed is less than 100 milliseconds. A separate timer monitors the closed-transition period, and initiates a signal to reopen the set of contacts that have just been closed, should the closed-

transition time exceed the setting of the timer. In addition, a safety signal is provided for customer-connected alarm or remote breaker tripping should the closed-transition period exceed the timer's setting. Should Source 2 power fail at any time after Source 1 has returned, but before the stabilization time delay relay has timed out, the ATS will automatically open-transition retransfer to Source 1.

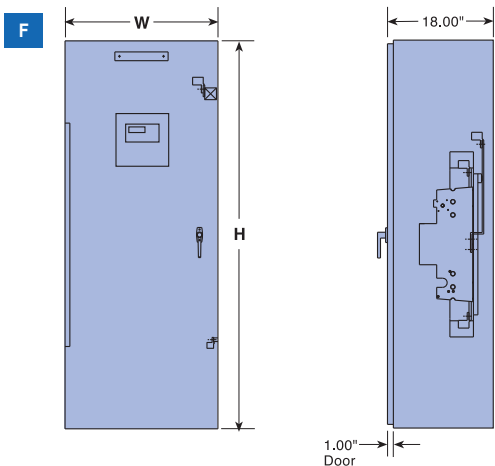
3. Load test

Upon initiation of load test, the ATS signals the engine generator (Source 2) to start. When the engine generator has reached acceptable voltage and frequency, a synch-check function initiates transfer to the engine generator in closed transition by closing the Source 2 contacts and then opening the utility (Source 1) contacts.

The closed-transition time is less than 100 milliseconds. After the load test period, retransfer to Source 1 is also closed-transition as previously described.

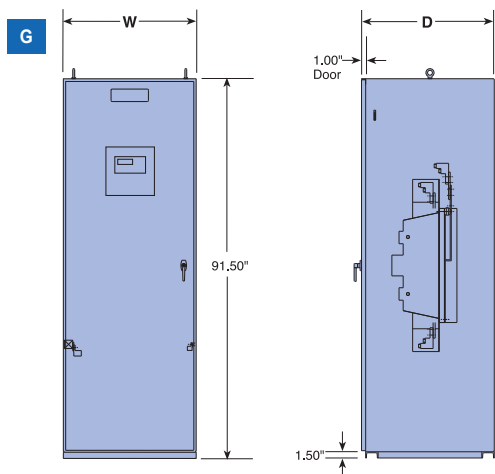
The timer monitoring excessive closed-transition transfer time is active during this operation. Failure of the generator source during load test will result in automatic open-transition retransfer to the utility source.

Specifications and Dimensions



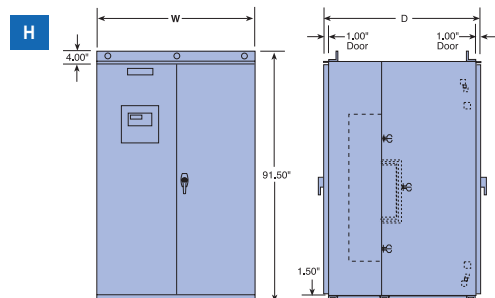
100-800 Amp Enclosed Wall-Mounted Switches | F

Switch Rating Amps	Switched Poles	Dimensions inches		Lug Size: Source 1, Source 2, and Load ¹ per phase and neutral	Approximate Shipping Weight ² pounds
		W	H		
100	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	44	(1) #14—1/0	$\frac{490}{565}$
150	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	44	(1) #6—250 MCM	$\frac{500}{575}$
225	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(1) #4—600 MCM or (2) #1/0—250 MCM	$\frac{510}{585}$
260	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(1) #4—600 MCM or (2) #1/0—250 MCM	$\frac{520}{595}$
400	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(1) #4—600 MCM or (2) #1/0—250 MCM	$\frac{530}{605}$
600	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(2) #4—500 MCM	$\frac{540}{615}$
800	$\frac{2 \text{ or } 3}{4}$	$\frac{26}{31}$	66	(2) #4—600 MCM or (4) #1/0—250 MCM	$\frac{550}{625}$



1000-3000 Amp Enclosed Freestanding Switches | G

Switch Rating Amps	Switched Poles	Dimensions inches		Lug Size: Source 1, Source 2, and Load ¹ per phase and neutral	Approximate Shipping Weight ² pounds
		W	D		
1000	$\frac{2 \text{ or } 3}{4}$	$\frac{32}{36}$	32	(4) #2—600 MCM	$\frac{1025}{1250}$
1200	$\frac{2 \text{ or } 3}{4}$	$\frac{32}{36}$	32	(4) #2—600 MCM	$\frac{1060}{1285}$
1600	$\frac{2 \text{ or } 3}{4}$	$\frac{32}{36}$	32	(5) #2—600 MCM	$\frac{1100}{1325}$
2000	$\frac{3}{4}$	$\frac{32}{36}$	32	(6) #2—600 MCM	$\frac{1150}{1365}$
2500	$\frac{3}{4}$	$\frac{32}{36}$	36	(6) #2—600 MCM	$\frac{1205}{1410}$
3000	$\frac{3}{4}$	$\frac{40}{48^3}$	40	(8) #46—600 MCM	$\frac{1265}{1480}$



4000 Amp Enclosed Freestanding Switch | H

Switch Rating Amps	Switched Poles	Dimensions inches		Lug Size: Source 1, Source 2, and Load ¹ per phase and neutral	Approximate Shipping Weight ² pounds
		W	D		
4000	$\frac{3}{4}$	$\frac{51}{60}$	60	(10) #4—600 MCM or (20) #1/0—250 MCM	$\frac{3100}{3600}$

¹ All lugs are mechanical type suitable for copper or aluminum cable. Ground lugs provided to NEC.

² Weights shown are approximate and may vary according to number and types of accessories specified.

³ Double door configuration.

NOTES: Switches are furnished with Source 1 connection at top and Source 2 connection at bottom. Positions may be reversed if desired.

Drawings are for layout purposes only and are subject to change without notice. For details on lug spacing, etc., drawings are available at www.russelectric.com. See back page of brochure for Accessories.

NOTE: Rear doors provide required access to rear of switch.

Accessories

Following is a list of common accessories. For a complete list, consult factory.

VFS1	Programmable under-voltage sensing of Source 1 to restore at 90% and fail at 80%, range from 100% to 115%. Under-frequency sensing, adjustable from 45.0 Hz to 59.9 Hz. Failure set at 59.0 Hz and restore set at 59.5 Hz. Over-voltage and over-frequency sensing.
VFS2	Programmable under-voltage sensing of Source 2 to restore at 90% and fail at 80%, range from 100% to 115%. Under-frequency sensing, adjustable from 45.0 Hz to 57.0 Hz. Failure set at 54.0 Hz and restore set at 57.0 Hz. Over-voltage and over-frequency sensing.
TDES	Time delay of engine start signal to prevent transfer in the event of momentary Source 1 power outage.
TDPS	Time delay on retransfer to Source 1.
TDNPS	Time delay on transfer to Source 2.
TDNNP	Time delay to control contact transition time from neutral to Source 2.
TDNP	Time delay to control contact transition time from neutral to Source 1.
TDEC	Engine overrun to provide unloaded engine operation after retransfer to Source 1 (delay for engine cooldown).
ELEVATOR	Elevator pre-signal contacts open prior to transfer in either direction, can be configured in one of the following ways: CONTACT (1) Once transfer is initiated, contacts close after an adjustable time delay (0 seconds to 60 minutes); (2) After time delay (0 seconds to 60 minutes), transfer is initiated. Contacts close immediately after transfer; (3) After time delay (0 seconds to 60 minutes), transfer is initiated. Contacts close after an adjustable time delay (0 seconds to 60 minutes).
EXF	The mode of operation of the exerciser function can be selected with a time base of 1 day, 7 days, 14 days, 28 days, or 365 days. With a time base of 365 days, up to 24 events can be scheduled. With all other time bases, the number of exercise events is limited to 7.
XF8	Programmable function to bypass time delay on retransfer to Source 1.
XL14	2-position lever-operated preferred source selector switch to select either Source 1 or Source 2 supply as the preferred source. (1) Legend plate marked: "SOURCE 1" - "SOURCE 2". (1) Nameplate marked: "PREFERRED SOURCE SELECTOR SWITCH".
CS1P	(1) Auxiliary contact closed in Source 1 position, wired to terminal strip for customer connection.
CS2P	(1) Auxiliary contact closed in Source 2 position, wired to terminal strip for customer connection.
CES	Form "C" contact to initiate engine starting or other customer functions.
CS1A	(1) Source 1 status relay with Form "C" contact to indicate Source 1 availability.
CS2A	(1) Source 2 status relay with Form "C" contact to indicate Source 2 availability.
LT1	Green LED on Operator Interface Panel to indicate switch in Source 1 position.
LT2	Red LED on Operator Interface Panel to indicate switch in Source 2 position.
LT3	Green LED on Operator Interface Panel to indicate Source 1 power available.
LT4	Red LED on Operator Interface Panel to indicate Source 2 power available.
LT20	Red LED on Operator Interface Panel to indicate transfer inhibit.
LT21	Red LED on Operator Interface Panel to indicate alarm condition.
XF20	Lamp test function to test all LEDs on Operator Interface Panel.
EMO	External Manual Operator.

Published by
Ruselectric,
A Siemens Business 2021

South Shore Park
Hingham, MA 02043

For more information
info@ruselectric.com
www.ruselectric.com
Phone: 781-749-6000
800-225-5250
Fax: 781-749-4205

Printed in USA-CP
Order No. RSBR-RTS03-0121
All Rights Reserved
© 2020, Siemens Industry, Inc.

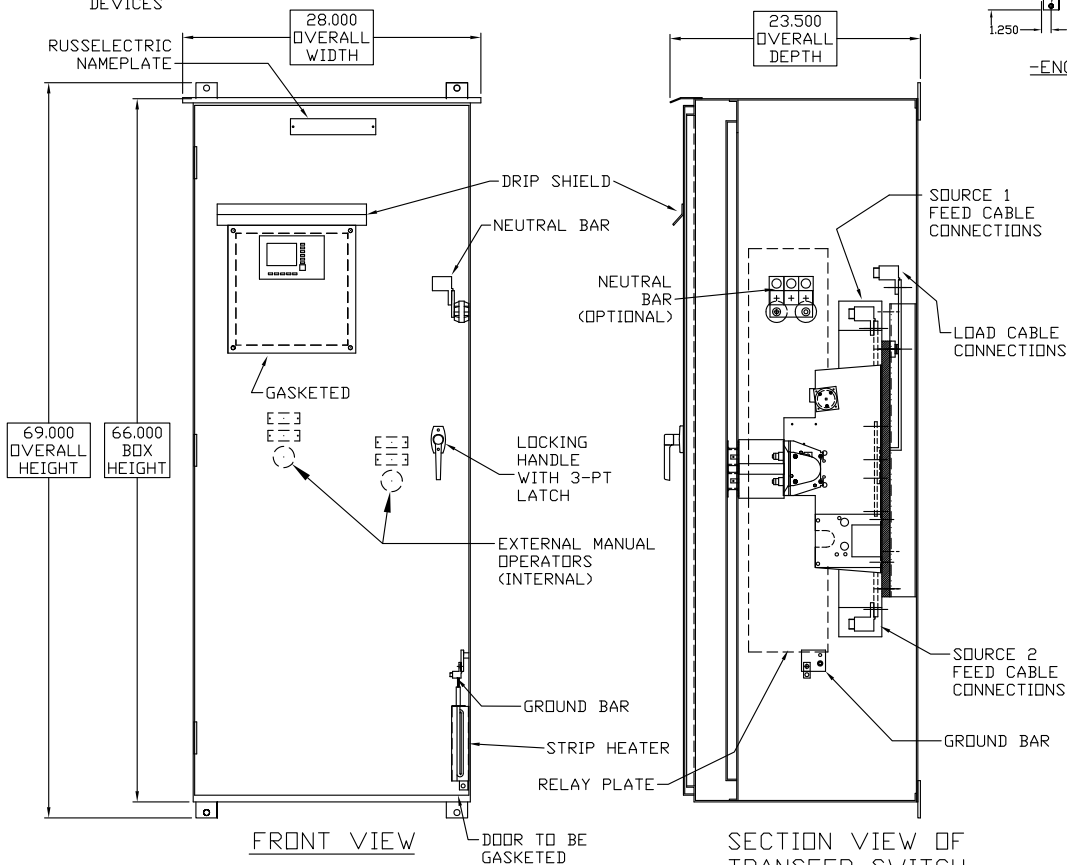
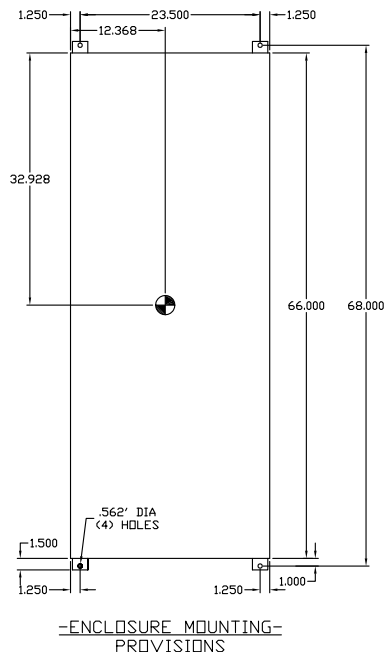
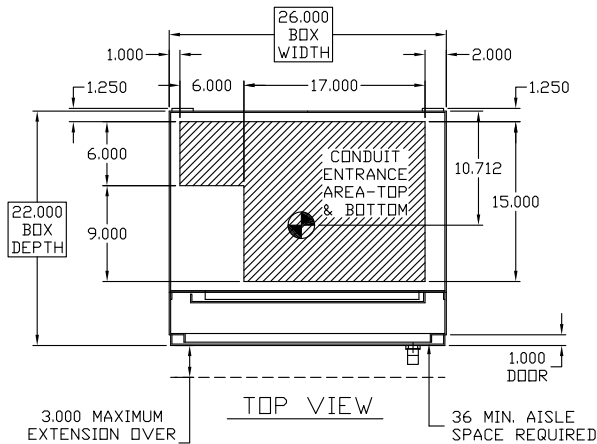
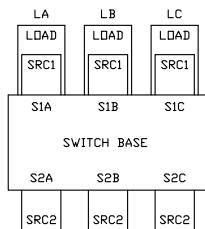
The technical data presented in this document is based on an actual case or on as-designed parameters, and therefore should not be relied upon for any specific application and does not constitute a performance guarantee for any projects. Actual results are dependent on variable conditions. Accordingly, Siemens does not make representations, warranties, or assurances as to the accuracy, currency or completeness of the content contained herein. If requested, we will provide specific technical data or specifications with respect to any customer's particular applications. Our company is constantly involved in engineering and development. For that reason, we reserve the right to modify, at any time, the technology and product specifications contained herein.

480V AUTOMATIC TRANSFER SWITCH

LUG SCHEDULE

SWITCH SIZE	CABLE CONNECTION SIZE SOURCE 1, LOAD & SOURCE 2 PER PHASE & NEUTRAL	GROUND	ESTIMATED NET WEIGHT (lbs.)
225-400A	(1) #4-600MCM OR (2) #1/0-250MCM	(3) #14-1/0	625
600A	(2) #4-500MCM	(6) #6-250MCM	625
800A	(2) #4-600MCM OR (4) #1/0-250MCM	(6) #6-250MCM	625

POWER CONNECTION LABELS



GENERAL NOTES:

- ENCLOSURE FABRICATED FROM SHEET STEEL IN ACCORDANCE WITH UL STANDARD 508.
- ALL STEEL PARTS SHALL BE PREPARED FOR PAINTING BY A FIVE STEP CLEANING, PHOSPHATIZING AND SEALING PROCESS. THE PARTS SHALL THEN BE PAINTED ASA #61 GRAY, UTILIZING POLYESTER POWDER COATING APPLIED BY THE ELECTROSTATIC METHOD AND CURED IN A BAKING OVEN. THIS FINISH IS SUITABLE FOR OUTDOORS, AS WELL AS INDOOR APPLICATIONS.
- LUG SIZES SPECIFIED ARE MECHANICAL TYPE SUITABLE FOR CU/AL CABLE.
- ALL DIMENSIONS ARE IN INCHES (1 INCH = 2.54 CM)
- FOR SEISMIC APPLICATIONS, ALL BOLT DOWN HARDWARE MUST BE GRADE 5, 1/2" BOLTS TORQUED TO 60 FT LBS.

Russelectric
SOUTH SHORE PARK, HINGHAM, MA 02043
HTTP://WWW.RUSSELECTRIC.COM

NEMA 3R 225-800A 3P (RTS03) W/ EMO
ATS WALLMOUNT ENCLOSURE

SWITCH SIZE	NO. OF POLES	QUANTITY	SPECIAL MARKINGS	DFTM.	MDM	10.25.10	DWG. NO. 83S0039D35	B	
225-800A	3	1		CHKD.	JTL	04/04/11			
CERTIFIED BY:				DATE:		APPD.	SHEET NO. 1	CONT'D ON SHEET NO. 1	REV



SIEMENS SUBMITTAL

Warranty Information



Warranty Information

(A) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the 'Warranties'). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(B) Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(C) Exclusions from Warranty Coverage. The Warranties do not apply to any equipment not provided by Siemens under this Agreement. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(D) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of the warranty periods listed below.

TPS Surge Products – ten (10) years

All other Siemens products - twelve (12) months from initial operation of the Product or eighteen (18) months from shipment.

Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(E) Remedies. Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Siemens' discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Part (B) above, or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(F) Transferability. The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(G) THE WARRANTIES SET FORTH ABOVE ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

LIMITATION OF LIABILITY NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.



Warranty Information

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.



SIEMENS SUBMITTAL

Safety Switches

Contents

SE DISCONNECT

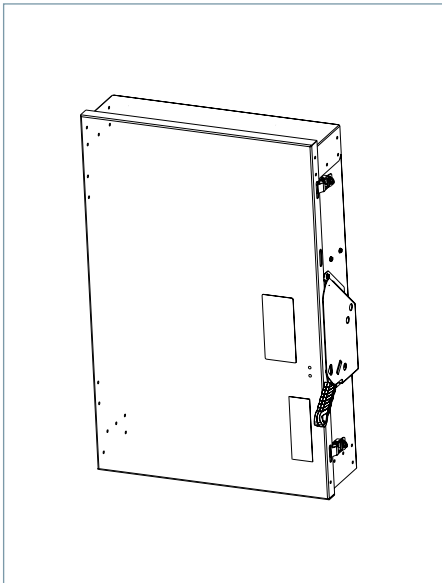
SIEMENS

Data Sheet

Heavy Duty Safety Switch

600A 600V, Type 3R

usa.siemens.com/switches



Standards and Ratings

- UL listed under file #E4776
- CSA listed under file #154852
- Meets NEMA Standard KS-1 for enclosed switches
- Meets NEC wire bending space requirements
- Rated 10,000 AIC as standard or 200,000 when protected by Class R, T or J fuses rated 400 amp maximum
- I2t rated (Amps 2 x Seconds = 6,000,000)
- 12X overload current rating exceeds 10X industry standard
- Suitable for use as service entrance equipment
- Includes internal shields which meet 2020 NEC 230.62 touch safe requirements for service entrance equipment

Features

- Quick-make and break switching action
- Visible blade design
- Highly visible ON/OFF indication
- Modular design allows quick and easy replacement of parts
- Defeatable dual cover interlock
- Compact one piece light weight construction enables easier installation
- Can utilize either one large or two small wires
- Spring loaded heat sink fuse clip
- One piece line and load base for consistent phase-to-phase alignment
- Extra ground lug on neutral
- Tangential knock out
- Lay in Lugs for easy wiring
- Window permits viewing of visible blade

Product Specifications

Heavy Duty 600A 600V, Type 3R

General Information

Catalog Number	Description	Shipping Weight
HF366NRA	Heavy Duty Fused 3 Pole 600V 600A Neutral Type 3R, Outdoor	99.6
HF366RA	Heavy Duty Fused 3 Pole 600V 600A Type 3R, Outdoor	98
HNF366RA	Heavy Duty Non-Fused 3 Pole 600V 600A Type 3R, Outdoor	77
HFC366NRA	CSA Heavy Duty Fused 3 Pole 600V 600A Neutral Type 3R, Outdoor	99.6

Maximum Horsepower Ratings

Catalog Number	1 Phase, 240V AC	3 Phase, 240V AC	1 Phase, 480V AC	3 Phase, 480V AC	1 Phase, 600V AC	3 Phase, 600V AC	250V DC	600V DC
HF366NRA	—	200	—	400	—	500	50	50
HF366RA	—	200	—	400	—	500	50	50
HNF366RA	—	200	—	400	—	500	50	50
HFC366NRA	—	200	—	400	—	500	50	50

Accessories & Hub Kits

Catalog Number	Description
HA161234	Aux. Switch (1NO - 1NC)
HA261234	Aux. Switch (2NO - 2NC)
HA361234	Low Voltage Aux. SW. (1NO - 1NC)
HN656A	Neutral
HN678A	200% Neutral
HG656A	Ground Lug
HG2656A	Isolated Ground
HR66A	R Fuse (600A)
TFAK65A	T Fuse (600A, 600V)
HJ66A	J Fuse (600A, 240/600V)
HCU66A	Copper Lug (600A, fused)
HNCU66A	Copper Lug (600A, nonfused)
HCM66A	Field Replacement Kit (600A, fused)
HNCM66A	Field Replacement Kit (600A, nonfused)
HVGK	Hub Gasket Kit
HV250	2.50" Type "HV" Outdoor Hub
HV300	3.00" Type "HV" Outdoor Hub
HV350	3.50" Type "HV" Outdoor Hub
HV400	4.00" Type "HV" Outdoor Hub
HCU656A	Copper Lug Kit ^①

Replacement Parts

Catalog Number	Description
HL656A	Lug Cap Kit (AL) 400-600A
HFB66A	Line Base 600A
HBB66A	Load Based Fused 600A
HL66A	Wire Grip AL Fused 600A
HM656A	Mechanism 400A-600A
HH656A	Handle/Handle Guard 400A-600A
Catalog Number + "DOOR"	Door
HNB656A	Replacement Non-Fusible Line Base 400-600A

Mechanical Lug Wire Ranges

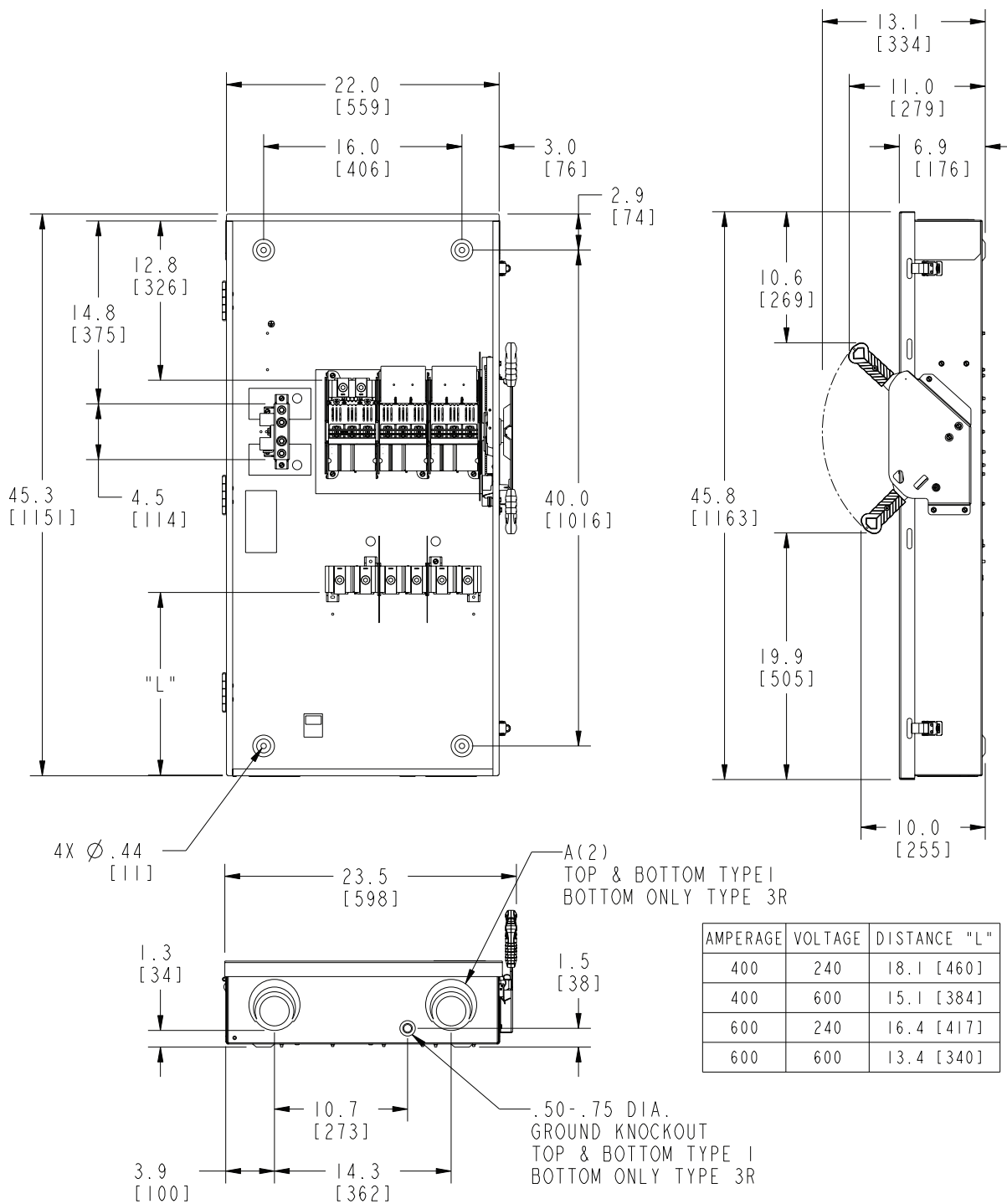
Description	Wire Range with Wire Bending Space per NEC [®] requirements ^②	Lug Wire Range ^②
Line and Load Terminals (Fusible)	(1) 1/0 AWG - 600 kcmil or (2) 1/0 AWG - 500 kcmil	(2) 1/0 AWG - 750 kcmil
Description	Wire Range	
100% Neutral	(2) 1/0 - 600 kcmil or (2) 6 - 300 kcmil	
200% Neutral	(4) 1/0 - 600 kcmil or (2) 6 - 300 kcmil	

^① Purchase field replacement kit along with lugs. (See SpeedFax section 4)

^② Line and load lugs are UL approved to grip two wires per lug. There are two lugs on each line and load end per pole on this device.

Dimension Drawings

Heavy Duty 600A 600V, Type 3R (Fusible)



AMPERAGE	VOLTAGE	DISTANCE "L"
400	240	18.1 [460]
400	600	15.1 [384]
600	240	16.4 [417]
600	600	13.4 [340]

Dimensions shown in inches and millimeters [].
Dimensions shown accurate to ± 1/8 inch.

KNOCKOUT CODE	CONDUIT SIZE			
A (Tangential)	2.00	2.50	3.00	3.50

Enclosure:
Cold Rolled Steel Type 1
Galvanized Steel Type 3R
.060 thick (16 gauge)
Finish: ANSI Grey #61 Paint



SIEMENS SUBMITTAL

Panelboards

Contents

MDP

DATA SHEET

P3 Panelboards

usa.siemens.com/panelboards



Product Description

The current generation of panelboards from Siemens offers the high level of engineering and innovation you've come to expect from the leader in power distribution technology. The "P Series" line of panelboards offers a stepped approach to power distribution. (P1-P2-P3-P4-P5)

The current P3 panel is a smaller footprint distribution panel to fit a large number of applications that require more (or larger) branch devices than the smaller lighting panels typically offer. The new 3VA family of breakers is fully implemented from 125A frame up to 800A frame main and branch applications.

P3 construction includes the following:

- **400A or 800A max.** bus ratings in CU or AL
- **Standard Circuit P3 Panels** from 9" to 45" of unit space with new neutral system that includes 2/0 max. neutral strips used in P1 panels and many additional 350kcmil provisions for adding up to 12 large frame branch breakers.
- * **P3 Bussing options:** Temp rated CU or with Tin plating; 750 A/Si AL or 1000 A/Si CU with Tin plating; Silver Plated CU is available in both above configurations.
- ** **P3 Unit Space** starts with 9" (18 circuits of 1-pole breakers) and typically increases in 6" increments as needed. Breakers mounted in the unit space can be mixed and matched to meet customer requirements. [there are new 84 circuit (42" unit space) variations for specific applications available]

Standards & Certifications:

- NEC: 2020 (where accepted), NEMA PB 1 and ANSI/NEMA PB1.1
- UL Listed: 67, 50 and 50E. (see "Panelboards" File #E2269, and #E4016) Also meets Federal Specification W-P-115c.
- NFPA 70 compliant (Enclosures are not fire rated).
- Seismically qualified and OSHPD rated (OSP #0078) - see also LVTM-LVSEI-xxxx Seismic Flier

Features Overview

The P3 Series lighting panel features include:

- 1) **Fas-Latch trim** (Type 1), is standard but, can be ordered with other popular front styles.
- 2) **Adjustable Interiors** with jacking screw system.
- 3) **Neutral Configurations** are very flexible and allow for up to 12 Large Frame Branch Breakers or can allow for all branches to be 1-pole with few restrictions. Split neutral design makes for installing AFCI/GFCI breakers much easier. 2/0 neutral connections are available on both sides of panel.
- 4) **Unit Space** is very Flexible with many Field installable kits that allow changes in the field as requirements change. BL/BQD kits, 3VA41/xGB kits, QR kits and 3VA52/61/62 kits allow changes in either 3" or 6" increments. Twin Mount 3VA52 only strap kits are also available.
- 5) **Main and Sub-feed Breakers** are field replaceable within the original breaker Frame size. Frame types cannot be changed in the field. Only 400A and 600A horizontal mount 3VA series is available for subfeed. [600A Horizontal Mount Main or Sub-Feed requires 30" wide enclosure]

P3 construction features:

- **Either 400A or 800A max. panel bus**, both Temp Rated and A/Si (Amps per Square inch) Rated bus are available.
- **Up to 600 volts AC** with standard Bus bracing up to 200KAIC.

Main space:

- **400A max. panel bus** allows for any MLO (250A or 400A) and Main Breaker Types 3VA52/61/62 250A max. or 3VA53/63 400A max. [available for Horizontal and Vertical mount]
- **800A max. bus** allow for any MLO (max. 600-800A) and Main Breaker Types 3VA54/64 (600A max.) or 3VA55/65 (800A max. Vertical Mount only) See SpeedFax for other Legacy breaker types if needed. [600A MB is available Horizontal and Vertical mount] [Both 600A Horizontal 3VA54/64 Main and 800A Vertical 3VA55 TMTU require 30" wide Enclosure]

Unit space:

- Strap kits for 1" frame breakers can be mixed in unit space as needed. (Each kit uses 3" of unit space)
 - BL/BQD kits also accept GFCI/AFCI Breakers, BT Twin and BPSD surge protection devices.
 - 3VA41/xGB kits also accept BPSD surge protection devices
- Strap kits for larger frame breakers require 6" of unit space and are available as single mount or dual mount for some types.
 - QR kits are 225A max. and 240V max. (twin mount)
 - 3VA52/61/62 single mount kits are the most versatile and are 250A max with many optional accessories available. Twin mount 3VA52 only kits are also available.

Subfeed space: (space outside of unit space)

- a) **Feed-Thru Lugs** either 400A max or 600-800A max are available.
- b) **Subfeed Breakers** can be factory installed only - one 400A max. 3VA53/63 or one 600A max. 3VA54/64 horizontal mount only (requires 12" of box height). (600A Horiz. Main or subfeed require 30" wide enclosure)

Additional information:

For complete application and pricing information contact your local sales office.

For further information on the product, visit our website at www.usa.siemens.com/panelboards.

For detailed configuration information consult the SpeedFax section 11 on the website.

P3 Panelboard additional information

Branch Unit Space mounted Strap Kits Available for Field installation: (See SpeedFax for other legacy kits available)

- BBKB32 - P2/P3 BL/BQD 100A max. Twin Mount Strap kit, uses 3" of unit space for 6 circuits total.
- BBKVA4P2P3 - P2/P3 3VA41/xGB 125A max. Twin Mount Strap Kit, uses 3" of unit space for 6 circuits total.
- BBKQR2 - P3 QR 225A max. Twin Mount Branch Strap Kit, uses 6" of unit space for two 2-p or 3-p breakers.
- BBKVA5262S - P2/P3 250A max. 3VA52/61/62 Single Mount Branch Strap Kit, 1ph or 3ph, uses 6" of unit space for one 2-p or 3-p breaker. (includes 1 #BBKVA5262P2HW kit)
- BBKVA52P3T - P3 only, 250A max. 3VA52 only - Twin Mount Branch Strap Kit, 1ph or 3ph, (includes two BBKVA52P3HW kits)

Enclosures available:

- Std. Enclosure sizes: 24" wide x 7.75" Deep. Optional 30" wide Vented enclosures are required and available for specific applications.
- Std. heights: 56", 62", 68", 74" and 80". [62" and 74" may be special order only]
- Std. Types Available: Type 1, Type 3R, Type 3R/12, or Type 4X

Type 1 Fronts — Surface or Flush available:

Order to match box height: Typical 24" wide w/ #14 Gauge Steel

- FasLatch Front (Surface or Flush) is Standard, options available: Hinge-to-Box and Door-in-Door fronts with either standard hinge or Piano Hinge options (including 304 Stainless). [30" wide vented type 1 enclosure require use of 24"W Surface style fronts to match interior height.]

Weight = Approximate 5 lbs. per inch of box height for 24" wide. [30" wide est. 5.5 lbs/inch]

- Total panelboard weight when filled with a normal quantity of breakers and accessories is an estimate only.

Series Connected Short Circuit Ratings

The term "Series Connected Short Circuit Rating" refers to the application of series connected circuit breakers in a combination that allows some breakers to have lower individual interrupting ratings than the available fault current.

This is permitted as long as the series combination has been tested and certified by UL. See Circuit Breaker Section of the SpeedFax.

- Series rating booklet # PBTA-00101B-1020 (web searchable)

4 P3 Panelboards

Catalog Numbering System: Factory Assembled)				P	3	C	8	0	M	L	8	0	0	A	T	S
Type of Panel:				P	3											
Voltage and System Code: (additional codes in SpeedFax)	A, C, D, E F, J, I, T															
Enclosure Height	56, 62, 68, 74, 80															
(See Speedfax for MB Codes) Main:	ML = Main Lug, "xx" = Main Breaker															
Panel Amperage:	250-800A															
(see SpeedFax for other codes) Bus Code:	(material/plating) A, B, E, F, G or H															
Feed Location:	T = Top B = Bottom															
Mounting:	S = Surface F = Flush															

Typical Voltage Codes	
A	120/240 1: 3 W AC
C	208Y/120 3: 4 W Wye AC
D	240 3: 3 W Delta AC
E	480Y/277 3: 4W Wye AC
F	480 3: 3 W Delta AC
J	240 1: 2W No Neutral AC
I	347 3: 3W Delta AC
T	230 3: 3W Delta AC
Note:	See SpeedFax for additional Voltage codes available.

P3 Branch Circuit Breakers

Amp Rating	Trip Type	Breaker Family	Breaker Type	1-Pole					2-Pole and 3-Pole								Amp Ratings Avail.	S = Single Mount			
				Max IR (kA) at				Amp Ratings Avail.	Max IR (kA) at									S	T = Twin mount		
				120V	277V	347V	125V DC		120/240V	240V	480Y/277V	480V®	600Y/347V	600V®	125/250V DC	250V DC			Unit Space per Kit (in.)	Max 1-pole Circuits per Kit	
100	Thermal Magnetic	BL	BL, BT® BLH, BTH® HBL	10	—	—	—	15-70	10	10	—	—	—	—	—	—	15-100®	—	T	3.00	6
				22	—	—	—	15-70	22	22	—	—	—	—	—	—	15-100®	—	T	3.00	6
				65	—	—	—	15-50	65	65	—	—	—	—	—	—	15-100	—	T	3.00	6
100	Special Application	BLG BL	BLG® BL (HID)	10	—	—	—	15-20	10	—	—	—	—	—	—	30	—	T	3.00	6	
				10	—	—	—	15-30	10	—	—	—	—	—	—	15-30	—	T	3.00	6	
100	Thermal Magnetic	BQD	BQD® BQD6®	65	14	—	14	15-100	—	65	14	—	—	—	14	—	15-100	—	T	3.00	6
				65	—	—	14	15-70	—	65	—	10	—	—	14	—	15-70	—	T	3.00	6
125	Thermal Magnetic	3VA41	SEAB MEAB HEAB	65	25	14	14	15-125	65	65	25	25	14	—	50	50	15-125	—	T	3.00	6
				85	35	18	25	15-125	85	85	35	35	18	—	85	85	15-125	—	T	3.00	6
				150	65	25	30	15-125	150	150	65	65	25	—	100	100	15-125	—	T	3.00	6
150	Electronic (Solid state)	3VA62 (ETU350 LSI std)	MDAE HDAE CDAE LDAE	—	—	—	—	—	—	100	—	35	—	18	—	—	16-150	S	—	6.00	3
				—	—	—	—	—	—	100	—	65	—	22	—	—	16-150	S	—	6.00	3
				—	—	—	—	—	—	200	—	100	—	35	—	—	16-150	S	—	6.00	3
				—	—	—	—	—	—	200	—	150	—	50	—	—	16-150	S	—	6.00	3
225	Thermal Magnetic	QR	QR2 QRH2 HQR2 HQR2H	—	—	—	—	—	—	10	—	—	—	—	—	100-225	—	T	6.00	6	
				—	—	—	—	—	—	25	—	—	—	—	—	100-225	—	T	6.00	6	
				—	—	—	—	—	—	65	—	—	—	—	—	—	100-225	—	T	6.00	6
				—	—	—	—	—	—	100	—	—	—	—	—	—	100-225	—	T	6.00	6
250®	Thermal Magnetic	3VA52® (TM230 trip)	MFAS HFAS CFAS	—	—	—	—	—	—	85	—	35	—	18	50	50	100-250	S	T	6.00	3 or 6
				—	—	—	—	—	—	100	—	65	—	25	85	85	100-250	S	T	6.00	3 or 6
				—	—	—	—	—	—	200	—	100	—	35	100	100	100-250	S	T	6.00	3 or 6
				—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
250®	Electronic (Solid state)	3VA62® (ETU350 LSI std)	MFAE HFAE CFAE LFAE	—	—	—	—	—	—	100	—	35	—	18	—	—	100-250	S	—	6.00	3
				—	—	—	—	—	—	100	—	65	—	22	—	—	100-250	S	—	6.00	3
				—	—	—	—	—	—	200	—	100	—	35	—	—	100-250	S	—	6.00	3
				—	—	—	—	—	—	200	—	150	—	50	—	—	100-250	S	—	6.00	3

® BLG two-pole breaker is one phase and neutral. Three pole is two phases and neutral - See SpeedFax page 7-31
 ® 3VA52 TMTU available in single or twin mount kit. 3VA61/62 with Electronic Trip (ETU) can be used only with the single mount kit.
 ® BT and BTH are only available in 15A and 20A with two 1-pole circuits in one inch of unit space.
 ® Approved for CSA and UL Listed.
 ® Approved for CSA but not UL Listed.
 ® 110A-125A BL/BLH (2-pole only) available as Main or Subfeed in Revised P1 panels only.
 ® 3VA52/61/62 may be used as Branch in strap kit for single mount in 6" of unit space. Adding in the field one of these Strap kits may require adjusting the Deadfront Center strip. See DFK1 and other lengths (DFK07 thru DFK21) in SpeedFax as needed.
 ® 480V values apply to 480Y/277V also.
 ® 600V values apply to 600Y/347V also.

Primary Main Breaker Selections available for P3 Panels (See SpeedFax for other breaker types)

P2 Main Circuit Breakers & Subfeed				2-Pole and 3-Pole					Amp Ratings Available	Branch Strap Kits ^③ (not for use as Main Kit)
				Max IR (kA) at ^①						
Amp Rating	Breaker Family	Main Breaker Code	Breaker Type	240V	480Y /277V	480V ^②	600Y /347V	600V ^②		
250 ^④ [150]	3VA52 ^⑤ (W/TM230 trip)	VA	MFA5	85	—	35	—	18	100-250	BBKVA5262P2S for 1-ph or 3-ph 6" of unit space Single Mnt. kit with Hardware kit # BBKVA5262P2HW (BBKVA52P3T - is twin mount for 3VA52 only - uses hard- ware kit # BBKVA52P3HW)
		VB	HFAS	100	—	65	—	25	100-250	
		VC	CFAS	200	—	100	—	35	100-250	
	3VA62 [3VA61] (ETU350 LSI standard)	WA [W2]	MFAE [MDAE]	100	—	35	—	18	100-250 [40-150]	
		WB [W3]	HFAE [HDAE]	100	—	65	—	22	100-250 [40-150]	
		WC [W4]	CFAE [CDAE]	200	—	100	—	35	100-250 [40-150]	
WD [W5]	LFAE [LDAE]	200	—	150	—	50	100-250 [40-150]			
400 ^⑥	3VA53 (W/TM230 trip)	VE	MJAS	85	—	35	—	18	200-400	Not available as Field Branch Kit - Subfeed is available Factory assembled only
		VF	HJAS	100	—	65	—	25	200-400	
		VG	CJAS	200	—	100	—	35	300-400	
	3VA63 (ETU350 LSI standard)	WE	MJAE	100	—	35	—	18	100-400	
		WF	HJAE	100	—	65	—	22	100-400	
		WG	CJAE	200	—	100	—	35	100-400	
WH	LJAE	200	—	150	—	50	100-400			
600 ^⑦	3VA54 (TM230 std)	VJ	MLAS	85	—	35	—	18	450-600	Not available as Field Branch Kit - Subfeed is available Factory assembled only
		VK	HLAS	100	—	65	—	25	450-600	
		VL	CLAS	200	—	100	—	35	450-600	
	3VA64 ^⑧ (ETU350 LSI standard)	WJ	MLAE	100	—	35	—	18	160-600	
		WK	HLAE	100	—	65	—	22	160-600	
		WL	CLAE	200	—	100	—	35	160-600	
WM	LLAE	200	—	150	—	50	160-600			
800 ^⑨	3VA55 (TM230 std)	VN	MMAS	85	--	35	--	18	600-800	Main only Not available for Sub-feed
		VO	HMAS	100	--	65	--	25	600-800	
	3VA65 (ETU350 LSI std)	WN	MMAE	100	--	35	--	25	320-800	
		WO	HMAE	100	--	65	--	35	320-800	

① Ratings for 480V apply to 480Y/277V and ratings for 600V apply to 600Y/347V.

② BBKVA52P3T branch kit for 1-ph or 3-ph. This 6" of unit space Twin Mnt. kit with Hardware kit # BBKVA52P3HW is only used with 3VA52 breakers.

③ Kits for unit space can be mixed as needed for application and re-arranged in the field.

④ 3VA52/61/62 can be used as Main or Branch. 3VA61/62 Branch requires strap kit for single mount in 6" of unit space. Adding in the field one of these Strap kits may require adjusting the Deadfront Center strip. See DFK1 and other lengths (DFK07 thru DFK21) in SpeedFax as needed.

⑤ 3VA54/64 can be used as Main or Sub-feed. Subfeed is NOT available as a field kit - only available as Factory installed. Horizontal Mount 600A requires 30" wide enclosure.

⑥ 800A 3VA55 TMTU Main is Vertical Mount only, but requires 30" wide Vented enclosure. 800A 3VA65 Main can use 24" Wide standard P3 enclosure, but other options can push to the 30" wide.

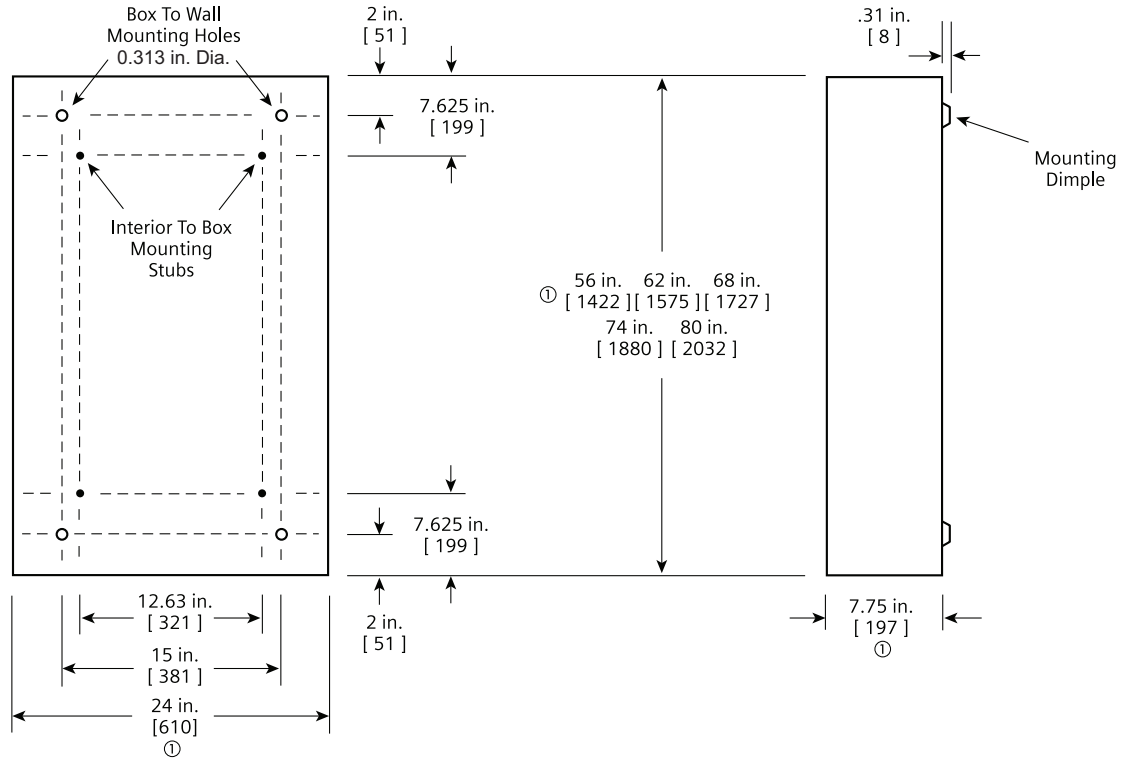
⑦ 480V values apply to 480Y/277V also.

⑧ 600V values apply to 600Y/347V also.

6 P3 Panelboards

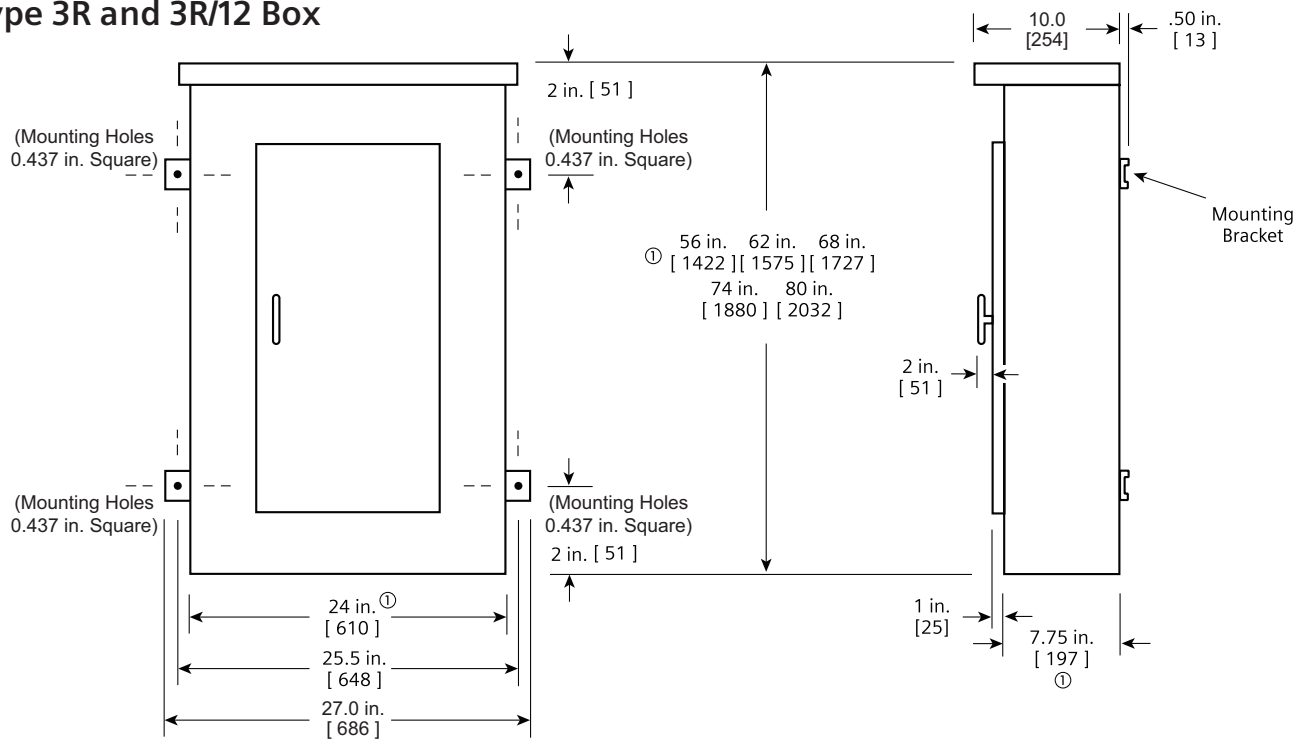
Type 1 Box

Box is symmetrical



(UL approved construction. 16 gage steel or equivalent alternate construction. 14 or 12 gage is available as an optional special order.)
G60 Galvanized is standard without paint.

Type 3R and 3R/12 Box



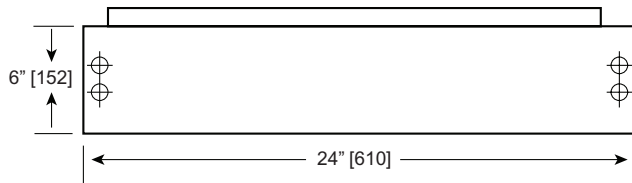
(UL approved construction. 16 gage steel can with 14 gage front or similar approved construction.)
A60 Galvannealed with ANSI 61 light gray paint is standard.

① Dimensions are interior of the box. Add 5/8" to width for absolute dimension. Add 1/8" to height for absolute dimension.
Dimensions shown in inches and millimeters [].

P3 Standard Enclosures / Fronts

Box Height (in.)	24" Wide Enclosures - 7.75" Deep Catalog Numbers				
	Type 1 Box	FasLatch Front		Type 3R	Type 3R/12
		Surface	Flush		
56	24WD56	P3S56	P3F56	24NRD56	24WPD56
62*	24WD62	P3S62	P3F62	24NRD62	24WPD62
68	24WD68	P3S68	P3F68	24NRD68	24WPD68
74*	24WD74	P3S74	P3F74	24NRD74	24WPD74
80	24WD80	P3S80	P3F80	24NRD80	24WPD80

*P3 enclosures 62" and 74" will be "Make to Order" with longer Lead-times than other standard sizes.



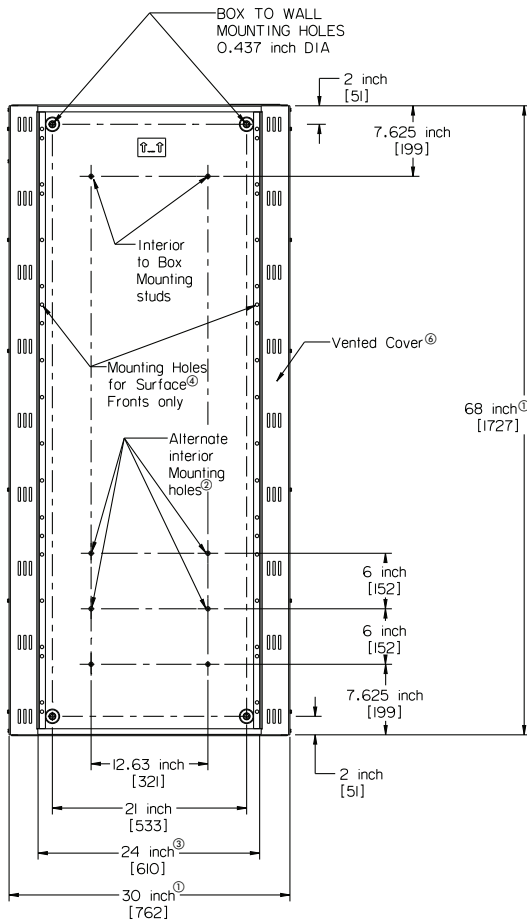
P3 Vented Enclosures / Fronts

Box Height (in.)	30" Wide Vented Enclosures - 7.75" Deep (inside) Catalog Nos.		
	NEMA Type 1 Vented	Front [ⓐ]	Type 3R Vented [ⓐ] Exterior Depth 9.75"
		Use Surface only	
68	30WD68V** Surface Mount box	Use 24" wide Surface Mount Fronts to match interior size and add lower covers as needed.	tbd** [ⓐ] (FY22)
80	30WD80V*** Surface Mount box		tbd*** [ⓐ] (FY22)
68	30WD68VF** Flush Mount box		Flush Mount Type 1 with external Flushing ring available soon. (FY22)
80	30WD80VF*** Flush Mount box		

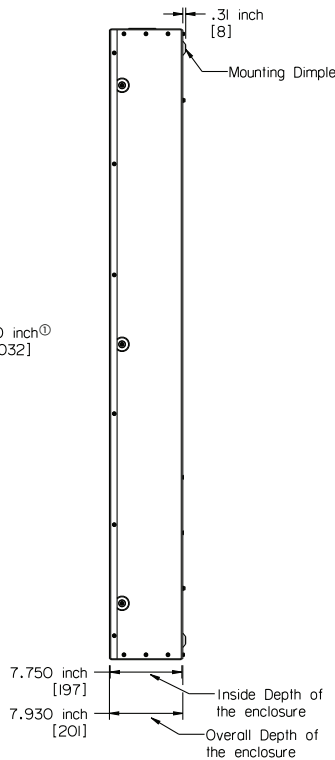
** 68" high box mounts 56", 62" and 68" high interiors
 *** 80" high box mounts 68", 74" and 80" high interiors

- ⓐ Lower Cover Kit # BXXCVR06S24W can be used with 24" Fronts to cover 6" of open space below the Type 1 front.
- ⓑ 30" wide Type 1 Enclosure can mount any standard 24" Surface mount Front; FasLatch, Hinge-to-Box, Door-in-Door and all piano Hinge variations including 304 Stainless Steel.
- ⓒ Lower Deadfront Cover Kit # BXXDFK06R24W can be used with 30" NEMA 3R to cover 6" of open space below the deadfront.
- ⓓ Standard NEMA 3R are Painted Ansi 61 Grey.
 - For Stainless versions add "???" to Enclosure number. (tbd)

P3 Type 1 Ventilated Enclosure 30" Wide



Lower 6-inch-high Cover size for reference



- ⓐ Dimensions are interior of the box. Add 3/8" to width for outside dimension. Add 3/16" to height for outside dimension. Dimensions shown in inches and millimeters [].
- ⓑ Alternate interior mounting holes to mount interiors smaller than box size:
 — Alternate mounting hardware included with lower cover kit # BXXDFK06R24W 68" High box : a) 6" smaller = 62" interior or b) 12" smaller = 56" interior
 80" High box : a) 6" smaller = 74" interior or b) 12" smaller = 68" interior
- ⓒ Use 24" wide P3 Surface mount front that matches height of interior mounted
- ⓓ Most standard 24" wide Surface Mount P3 fronts will fit, including FasLatch, Hinge-to-Box, Door-in-Door and all Piano Hinge variations
- ⓔ For Flush Mount Requirements: order Flush Enclosure that comes with externally mounted Flushing Ring.
 — Use Surface mount fronts for these enclosures also. (to be available late FY22)
- ⓕ Vented Cover included with Enclosure - Painted ANSI 61 Grey to match standard front.

Legal Manufacturer

Siemens Industry, Inc.
3617 Parkway Ln
Peachtree Corners, GA 30092
United States of America
Telephone: +1 (800) 333-7421
www.usa.siemens.com/panelboards
Order No. PBSS-20303-1021
© 10.2021, Siemens Industry, Inc.

This document contains a general description of available technical options only, and its effectiveness will be subject to specific variables including field conditions and project parameters. Siemens does not make representations, warranties, or assurances as to the accuracy or completeness of the content contained herein. Siemens reserves the right to modify the technology and product specifications in its sole discretion without advance notice.

SECTION :1 OF 1
 PANEL TYPE :P3
 CATALOG NUMBER :P3E68VK600FBS
 ENCLOSURE :3R Outdoor
 SYSTEM VOLTAGE :480Y/277 3Ø 4W Wye AC
 IR RATING :65 K AIC
 MAIN BUS :600 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Bottom
 MOUNTING :Surface
 SE LABEL :Yes
 SERIES RATED :No
 CONDUIT AREA :N/A

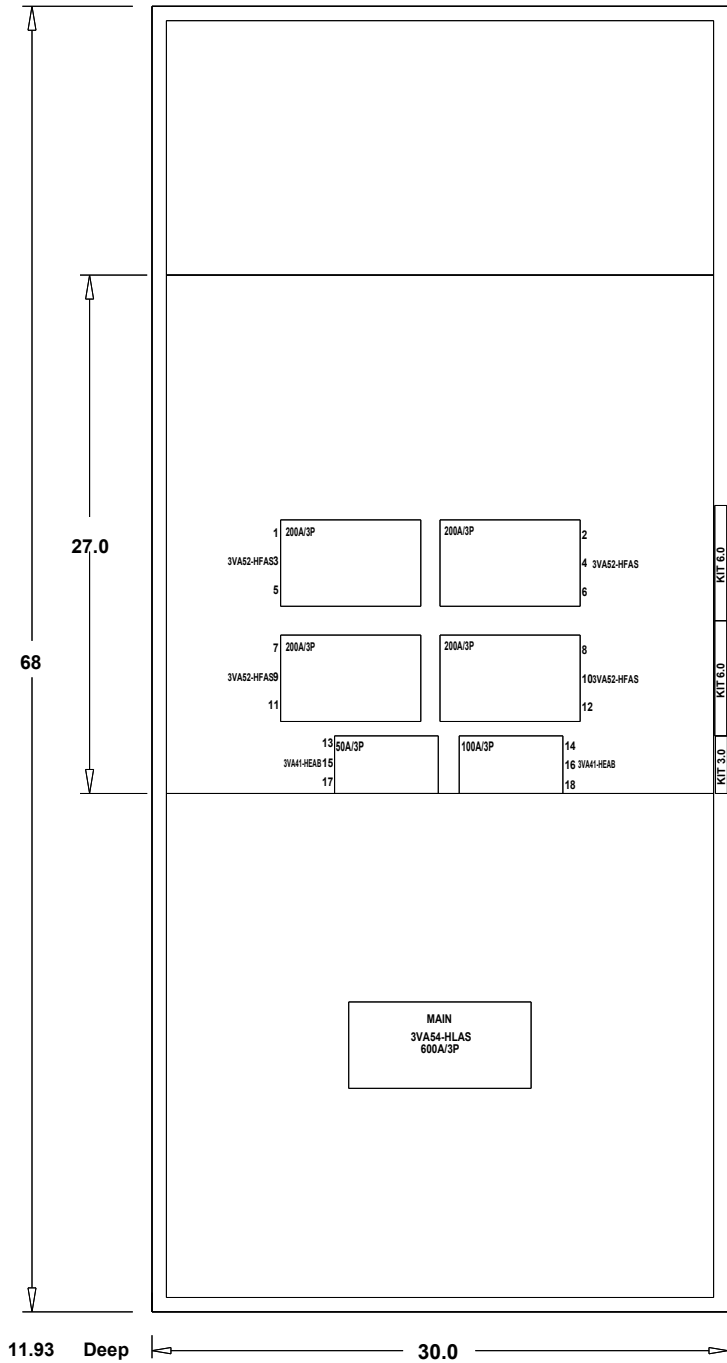
*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

PANELBOARD COMPONENTS

Main :
 1 - 600A /3P-3VA54-HLAS MAIN BREAKER
 1-3VA Mechanical (2)2/0-500Kcmil Cu/Al Lug
 1-(2)2/0-500Kcmil Cu/Al
 1-Lug Catalog #: 3VA94730JJ23
 1-Serv Entr Barr - 3VA54/64

Branches :
 1 - 50A /3P-3VA41-HEAB
 1-3VA Mechanical (1)#14-3/0 AL / CU Lug
 1 - 100A /3P-3VA41-HEAB
 1-3VA Mechanical (1)#14-3/0 AL / CU Lug
 4 - 200A /3P-3VA52-HFAS
 1-Mechanical (1)#6 AWG- 350 KCMIL AL / CU Lug
 1-Lug Catalog #: 3VA92330JB12

Options :
 1-Master NP Secured -Adhesive
 1-No Front
 1-Al/Cu Branch Connector
 1-Certification - UL
 1-Std Al/Cu Gnd Connector



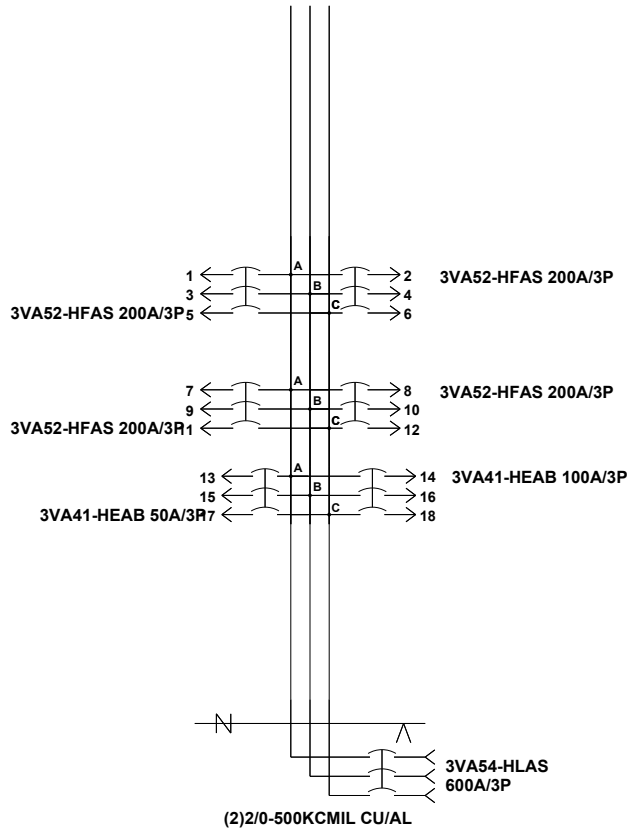
				JOB Upriver Electrical Upgrade			
				P.O. -		CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
				CONTR -		CONSLT -	
				TIE -		BY chaddx20c	
				S.O. 1001597131		DATE 5-24-2024	
				DWG. NO. 1001597131-20000-1		DESIGNATION MDP	
				APP. MFG. LOC.			
				APP. DWG. FILE			
				SHEET 1 OF 3			
				REV. 1			
				Siemens Industry, Inc. Norcross, Georgia			
1	0	chaddx20c052424	5-24-2024				
NO.	REVISIONS	DRAWN BY	DATE				

PANELBOARD NOTES
480V PANELBOARD

SECTION :1 OF 1
 PANEL TYPE :P3
 CATALOG NUMBER :P3E68VK600FBS
 ENCLOSURE :3R Outdoor
 SYSTEM VOLTAGE :480Y/277 3Ø 4W Wye AC
 IR RATING :65 K AIC
 MAIN BUS :600 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Bottom
 MOUNTING :Surface
 SE LABEL :Yes
 SERIES RATED :No
 CONDUIT AREA :N/A

*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

ABBREVIATIONS



JOB Upriver Electrical Upgrade			
P.O. -		CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
CONTR -		CONSLT -	
TIE -		BY chaddx20c	ENG. LOC. -
S.O. 1001597131		DATE 5-24-2024	DESIGNATION MDP
Siemens Industry, Inc. Norcross, Georgia		DWG. NO. 1001597131-20000-2	
		APP. -	MFG. LOC. -
		APP. -	DWG. FILE
SHEET 2 OF 3			REV. 1

CIRCUIT SCHEDULE

480V PANELBOARD

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPS (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	METER ACC	CT RATING	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
1/3/5	89	200	3	3VA52-HFAS	65,000	N/A	-	(1)#6 AWG - 350 KCMIL CU/AL	-
7/9/11	86	200	3	3VA52-HFAS	65,000	N/A	-	(1)#6 AWG - 350 KCMIL CU/AL	-
13/15/17	83	50	3	3VA41-HEAB	65,000	N/A	-	(1)#14-3/0 CU/AL	-
2/4/6	90	200	3	3VA52-HFAS	65,000	N/A	-	(1)#6 AWG - 350 KCMIL CU/AL	-
8/10/12	87	200	3	3VA52-HFAS	65,000	N/A	-	(1)#6 AWG - 350 KCMIL CU/AL	-
14/16/18	84	100	3	3VA41-HEAB	65,000	N/A	-	(1)#14-3/0 CU/AL	-

JOB			
Upriver Electrical Upgrade			
P.O.	-	CUST.	CONSOLIDATED ELECTRICALDISTRIBUTORS INC
CONTR	-	CONSLT	-
TIE	-	BY	chaddx20c
S.O.	1001597131	DATE	5-24-2024
		ENG. LOC.	MDP
		DESIGNATION	
		DWG. NO.	1001597131-20000-3
Siemens Industry, Inc.		APP.	MFG. LOC.
Norcross, Georgia		APP.	DWG. FILE
		SHEET 3 OF 3	
		REV. 1	



SIEMENS SUBMITTAL

Panelboards

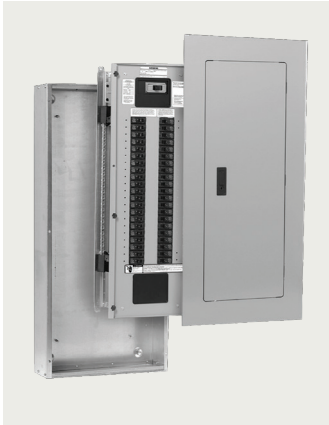
Contents

LP2

LP1
LP3

P1 Panelboards

usa.siemens.com/panelboards



Product Description

The current generation of panelboards from Siemens offers the high level of engineering and innovation you've come to expect from the leader in power distribution technology. The "P Series" line of panelboards offers a stepped approach to power distribution. (P1-P2-P3-P4-P5)

The line is anchored by the innovative P1, featuring the industry's most flexible designs. The P1 series virtually eliminates common errors, such as feed direction, and main lug versus main breaker. Increasing distribution is simplified by the ability to add feed-thru lugs or Subfeed Breakers in the field.

P1 construction includes the following:

- **250A max. bus** in CU or AL tin plated w/18-66 1-pole circuits
- **400A max. bus** in CU or AL tin plated w/30-66 1-pole circuits
- * Interiors with BL/BQD branch unit space are available in both Feed-thru and Non-Feed-thru variations. (FT panel # ends with "T", NFT panel # ends with "N")
- **Interiors with xGB/3VA41 branch unit space are only available in Feed-thru variations and 3-phase only.
- *** Non-Feed-thru interiors do not include the Sub-Feed Space, but allows for 6" of additional unit space in the same size enclosure.

Standards & Certifications:

- NEC: 2020 (where accepted), NEMA PB 1 and ANSI/NEMA PB1.1
- UL Listed: 67, 50 and 50E. (see "Panelboards" File #E2269, and #E4016) Also meets Federal Specification W-P-115c.
- NFPA 70 compliant (Enclosures are not fire rated).
- Seismically qualified and OSHPD rated (OSP #0078)- see also LVTM-LVSEI-xxxx Seismic Flier

Features Overview

The P1 Series lighting panel features include:

- 1) Fas-Latch trim (Type 1), is standard but, P1 can be ordered with other popular front styles.
- 2) Adjustable Interiors with jacking screw system.
- 3) The split neutral with connections on both sides of the panel.
- 4) Interior is invertible in the field and convertible from Main Breaker to Main Lug (also ML to MB) with field installable kits.
- 5) Feed-Thru panels can add Feed-thru Lugs, subfeed breakers or bus mounted Surge Protection with no box size change.

P1 construction features:

- Either 250A or 400A max. main bus, only Temp Rated Tin plated aluminum bus or tin plated copper bus are available.
- Up to 600 volts AC with standard Bus bracing up to 200KAIC

Main space:

- 250A max. bus allows for any MLO or MB kit up to 250A max. to be installed or changed in the field as needed.
- 400A max. bus allow for any 400A MLO or MB kit to be installed or changed in the field as needed.

Unit space:

- BL/BQD Unit Space Panels only accept BL, BT or BQD frame breakers up to 100A max. (includes AFCI/GFCI series and BSPD surge)
- xGB/3VA41 Unit Space Panels only accept xGB or 3VA41 frame breakers up to 125A max. (Limited to 100A in the 250A 18 Circuit Panel only) (BSPD bolt on SPD also available)

Subfeed space: (available only with Feed-thru interiors)

- a) Feed-Thru Lugs either 250A max or 400A max are available
- b) Subfeed Breakers can be added using any of the 250A max. Main Strap kits for both 250A or 400A Panels.
- c) Surge Protection Devices: Bus Mounted SPD can be added as Factory Assembled or in the field. (TPS3 02/L2 or TPS4 01/L1 series)

Additional information:

For complete application and pricing information contact your local sales office.

For further information on the product, visit our website at www.usa.siemens.com/panelboards.

For detailed configuration information consult the SpeedFax section 11 on the website.

P1 Panelboard additional information

Enclosures available:

- Std. Enclosure sizes: 20" wide x 5.75" Deep
- Std. heights: 26", 32", 38", 44", 50", 56", 62", 68" and 74". Also available B74FLR universal fit Type 1 Enclosure fits all P1/P2 interiors 26" thru 74".
- Std. Types Available: Type 1, Type 3R, Type 3R/12, or Type 4X

Type 1 Fronts — Surface or Flush available:

Order to match box height: Typical 20" wide w/ #14 Gauge Steel

- FasLatch Front (Surface or Flush) is Standard, options available: Screw-to-Box, Hinge-to-Box and Door-in-Door fronts with either standard hinge or Piano Hinge options (including 304 Stainless).

Weight = Approximate 3 lbs. per inch of box height

- Total panelboard weight when filled with a normal quantity of breakers and accessories is an estimate only.

Series Connected Short Circuit Ratings

The term "Series Connected Short Circuit Rating" refers to the application of series connected circuit breakers in a combination that allows some breakers to have lower individual interrupting ratings than the available fault current.

This is permitted as long as the series combination has been tested and certified by UL. See Circuit Breaker Section of the SpeedFax.

- Series rating booklet # PBTA-00101B-1020 (web searchable)

Catalog Numbering System: Factory Assembled →				P	1	C	4	2	M	L	2	5	0	A	T	S	N	
Type of Panel:				P	1													
Voltage and System Code:				A, C/X, D, E/8														
"X" and "8" are for P1 UPB only interiors				F, J, I, T														
(UPB max . circuits = 54) Circuits:				18, 30, 42, 54, 66														
(See Speedfax for MB Codes) Main:				ML = Main Lug,														
MC (Main Convertible for UPB only)				"xx" = Main Breaker														
(UPB : only 250A or 400A max.) Amperage:				100-400A														
(only Tin Plated CU or AL Bus) Bus Code:				(material/plating) A or C only														
Feed Location:				T = Top B = Bottom														
Mounting:				S = Surface F = Flush														
Subfeed Space Indicator (RP1 only)				Factory assembled: T or N = No Subfeed Space														
UPB Catalog number - only 12 characters →				P	1	X	4	2	M	C	2	5	0	A	T			N/A
Subfeed Space Indicator (for RP1 only)				UPB: always = T = Subfeed Space Included														

Voltage codes	
A	120/240 1Ø 3 W AC
C or X	208Y/120 3Ø 4 W Wye AC - X is for P1 UPB only
D	240 3Ø 3 W Delta AC
8	480Y/277 3Ø 4 W Wye - P1 w/GB/3VA41 Branch Only
E	480Y/277 3Ø 4W Wye AC
F	480 3Ø 3 W Delta AC
J	240 1Ø 2W No Neutral AC
I	347 3Ø 3W Delta AC
T	230 3Ø 3W Delta AC
Note:	UPB Interiors available only in codes: A, E, X and 8

Branch Circuit Breakers (also see Bolt on SPD series BSPD in this flier # RPFL-BSPD1-0120)

Revised P1 Branch Circuit Breakers ^①				1-Pole					2-Pole and 3-Pole								
				Max IR (kA) at					Amp Ratings Available	Max IR (kA) at							
Amp Rating	Trip Type	Breaker Family	Breaker Type	120V	277V	347V	125V DC ^③	120/240V		240V	480Y/277V	480V	600Y/347V	600V	125/250V DC ^③	250V DC ^③	Amp Ratings Available
100	Thermal Magnetic	BL	BL, BT ^②	10	—	—	—	15-70 ^②	10	10	—	—	—	—	—	—	15-100 ^④
			BLH, BTH ^②	22	—	—	—	15-70 ^②	22	22	—	—	—	—	—	—	15-100 ^④
			HBL	65	—	—	—	15-50	65	65	—	—	—	—	—	—	15-100
	Special ^② Application	BLG BL	BLG ^②	10	—	—	—	15-20	10	-	—	—	—	—	—	—	30
			BL(HID) ^②	10	—	—	—	15-30	10	-	—	—	—	—	—	—	15-30
	Thermal Magnetic	BQD BQD (CSA)	BQD ^⑤	65	14	—	13	15-100	—	65	14	—	—	—	13	—	15-100
BQD6 ^⑥			65	—	—	13	15-70	—	65	—	10	—	13	—	15-70		
XX	Electronic and misc.	BL	AFCI/GFCI & Dual Function	X	—	—	—	see special table page SF 11-17	x	—	—	—	—	—	—	—	see special table page SF 11-17
125	Thermal Magnetic	GB ^⑦	NGB	100	25	14	13	15-125	—	100	25	—	14	—	13	—	15-125
			HGB	100	35	14	13	15-125	—	100	35	—	14	—	13	—	15-125
			LGB	100	65	14	13	15-125	—	100	65	—	14	—	13	—	15-125
		3VA41 ^⑧	SEAB	65	25	14	13	15-125	65	65	25	25	14	—	53	53	15-125
			MEAB	85	35	18	23	15-125	85	85	35	35	18	—	83	83	15-125
			HEAB	150	65	25	33	15-125	150	150	65	65	25	—	103	103	15-125

① Unit space is 1 inch per pole, except for Special Application with accessory included.
 - No branch kits available, unit space for all branch positions is twin mount.
 - Branch space is either for BL/BQD only (or) for xGB/3VA41 only.
 ② BLG: Two-pole breaker is one phase and neutral. Three pole is two phases and neutral
 - See SpeedFax Page 7-31 for additional info. Some are Built to order. Allow 2-3 weeks delivery.
 ③ DC Voltage Systems are not approved for use in P1 panels. Refer to P2/P3 panels if DC Voltage Systems are needed.

④ 110A-125A BL/BLH (2-pole only) available as Main or Subfeed only in Revised P1 panels.
 ⑤ Approved for CSA and UL Listed.
 ⑥ Approved for CSA but not UL Listed.
 ⑦ BT and BTH are only available in 15A and 20A with two 1-pole circuits in one inch of unit space.
 ⑧ The Revised P1 (18 circuit 250A only) is limited to 100A per connection (200A per pair) when installing xGB Branch Breakers across from one another. 3VA41 does not have this restriction. All other configurations allow 125A per connection max. (250A per pair max.)

Primary Main Breaker Selections available for P1 Panels
Note: all 250A frame and smaller are suitable for Subfeed single mount

P1 Main Circuit Breakers & Subfeed				2-Pole and 3-Pole					Amp Ratings Available	Main Strap Kits [®] (Subfeed up to 250A max.)
				Max IR (kA) at ^①						
Amp Rating	Breaker Family	Main Breaker Code	Breaker Type	240V	480Y /277V	480V ^②	600Y /347V	600V ^③		
100	BL	BL	BL	10	—	—	—	—	15-100	MBKVA41A for 1-phase MBKVA41B for 3-phase
		BH	BLH	22	—	—	—	—	15-100	
		HB	HBL	65	—	—	—	—	15-100	
	BQD	BQ	BQD ^②	65	14	—	10	—	15-100	
125	Sentron GB	NB	NGB	100	25	—	14	—	15-125	
		G2	HGB	100	35	—	14	—	15-125	
		G3	LGB	100	65	—	14	—	15-125	
	3VA41	V1	SEAB	65	—	25	14	—	15-125	
		V2	MEAB	85	—	35	18	—	15-125	
		V3	HEAB	100	—	65	25	—	15-125	
225	Sentron QR	QR	QR2	10	—	—	—	—	100-225	MBKQR1A for 1-ph
		Q4	QRH2	25	—	—	—	—	100-225	
		Q5	HQR2	65	—	—	—	—	100-225	MBKQR3A for 3-ph
		Q6	HQR2H	100	—	—	—	—	100-225	
250 [150]	3VA52 (W/ITM230 trip)	VA	MFAS	85	—	35	—	18	100-250	MBKVA5262A for 1-phase MBKVA5262B for 3-phase
		VB	HFAS	100	—	65	—	25	100-250	
		VC	CFAS	200	—	100	—	35	100-250	
	3VA62 [3VA61] (ETU350 LSI standard)	WA [W2]	MFAE [MDAE]	100	—	35	—	18	100-250 [40-150]	
		WB [W3]	HFAE [HDAE]	100	—	65	—	22	100-250 [40-150]	
		WC [W4]	CFAE [CDAE]	200	—	100	—	35	100-250 [40-150]	
		WD [W5]	LFAE [LDAE]	200	—	150	—	50	100-250 [40-150]	
	400	3VA53 (W/ITM230 trip)	VE	MJAS	85	—	35	—	18	
VF			HJAS	100	—	65	—	25	200-400	
VG			CJAS	200	—	100	—	35	300-400	
3VA63 (ETU350 LSI standard)		WE	MJAE	100	—	35	—	18	100-400	
		WF	HJAE	100	—	65	—	22	100-400	
		WG	CJAE	200	—	100	—	35	100-400	
		WH	LJAE	200	—	150	—	50	100-400	

① DC System Voltages are not available for RP1 series.
 ② Approved for CSA and UL Listed.
 ③ For Revised P1 Panels only. Not applicable for "original" P1 panels.
 ④ 480V values apply to 480Y/277V also.
 ⑤ 600V values apply to 600Y/347V also.



Standard Enclosures

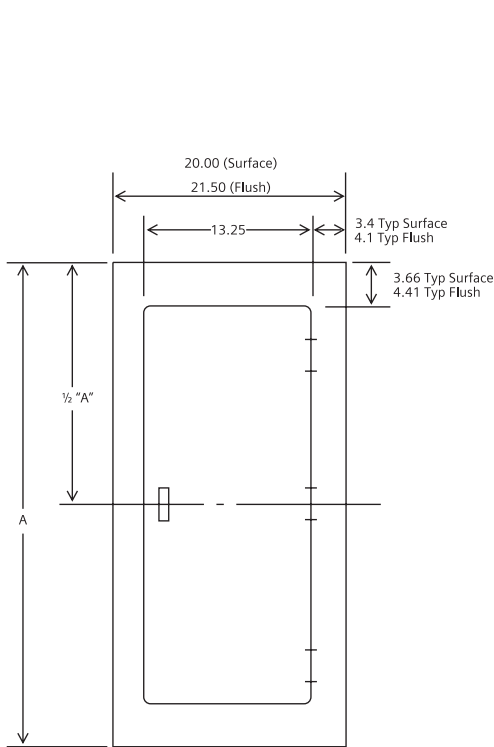
Box Height (in.)	Catalog Number				
	Type 1 Standard Trim			Type 3R [®]	Type 3R/12 [®]
	Box [Ⓢ]	Surface [Ⓢ]	Flush [Ⓢ]		
26	B26	S26B	F26B	NR26	WP26
32	B32	S32B	F32B	NR32	WP32
38	B38	S38B	F38B	NR38	WP38
44	B44	S44B	F44B	NR44	WP44
50	B50	S50B	F50B	NR50	WP50
56	B56	S56B	F56B	NR56	WP56
62	B62	S62B	F62B	NR62	WP62
68	B68	S68B	F68B	NR68	WP68
74	B74	S74B	F74B	NR74	WP74

Ⓢ 14 Gauge Steel only.
 Ⓢ 16 Gauge Can w/ 14 Gauge Front.

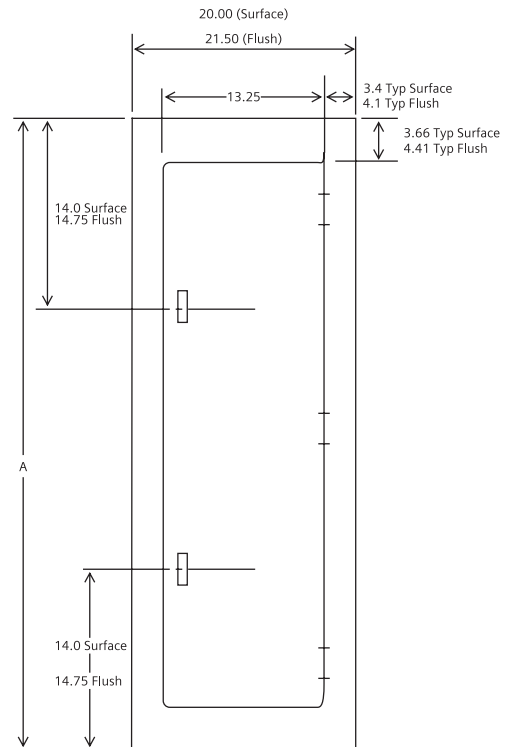
Lug Kits — Main or Feed Thru

Amp Rating	Mat.	Wire Range (includes Neutral)	Service	Revised P1 Catalog No. [Ⓢ]
250	AL	(1) #6 AWG-350 kcmil (CU or AL)	1 Phase	MLKA1A
			3 Phase	MLKA3A
	CU	(1) #6 AWG-350 kcmil (CU) cable only	1 Phase	MLKC1A
			3 Phase	MLKC3A
400	AL	(2) 1/0 - 250 kcmil or (1) #2 AWG-600 kcmil	1 Phase	4MLKA1A
			3 Phase	4MLKA3A
	CU	(1) 1/0 - 600 kcmil CU cable only	1 Phase	4MLKC1A
			3 Phase	4MLKC3A
400	AL	(1) AL 1/0-750 kcmil (2) AL/CU 250kcmil max. [max.(1) 600 kcmil CU wire]	1 Phase	4MLKA1B
			3 Phase	4MLKA3B

Ⓢ Revised P1 kits cannot be used with original P1.



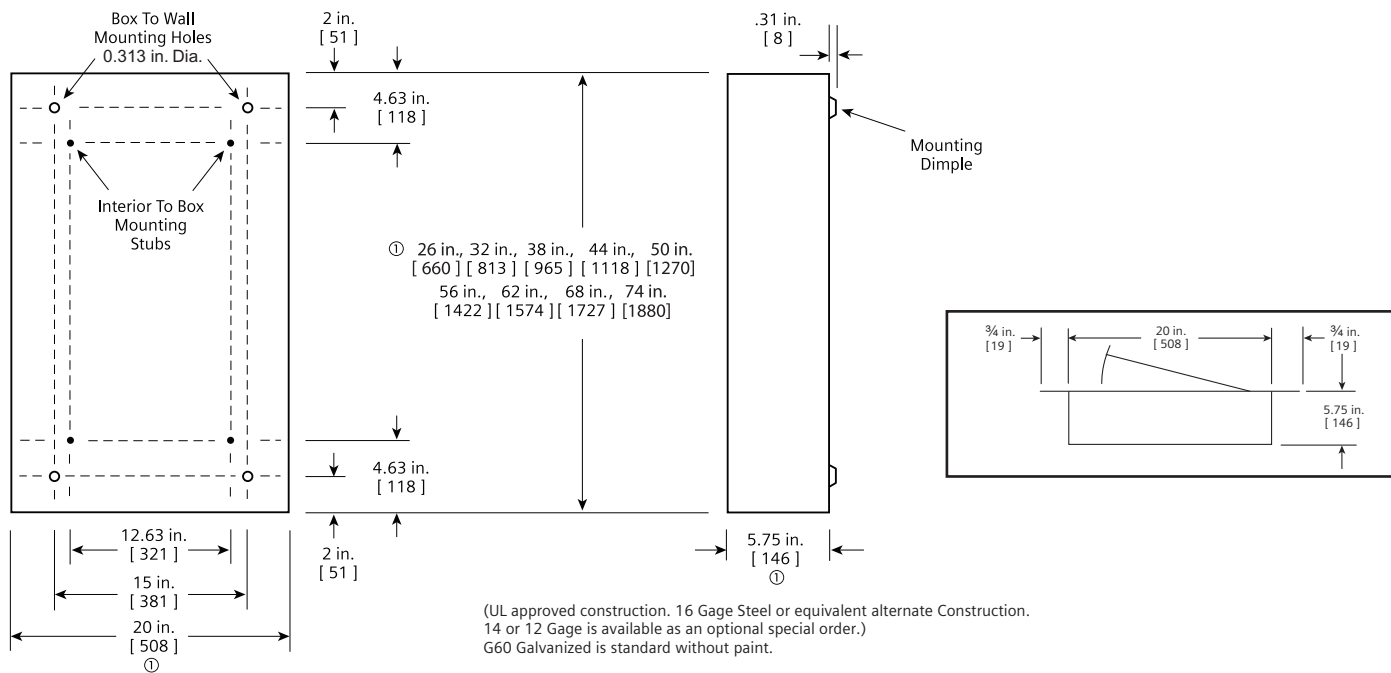
Box Size	Surface	Flush	# of Hinges
	A	A	
26	26	27.5	2
32	32	33.5	2
38	38	39.5	2
44	44	45.5	3
50	50	51.5	3



Box Size	Surface	Flush	# of Hinges
	A	A	
56	56	57.5	3
62	62	63.5	3
68	68	69.5	3
74	74	75.5	3

Type 1 Box

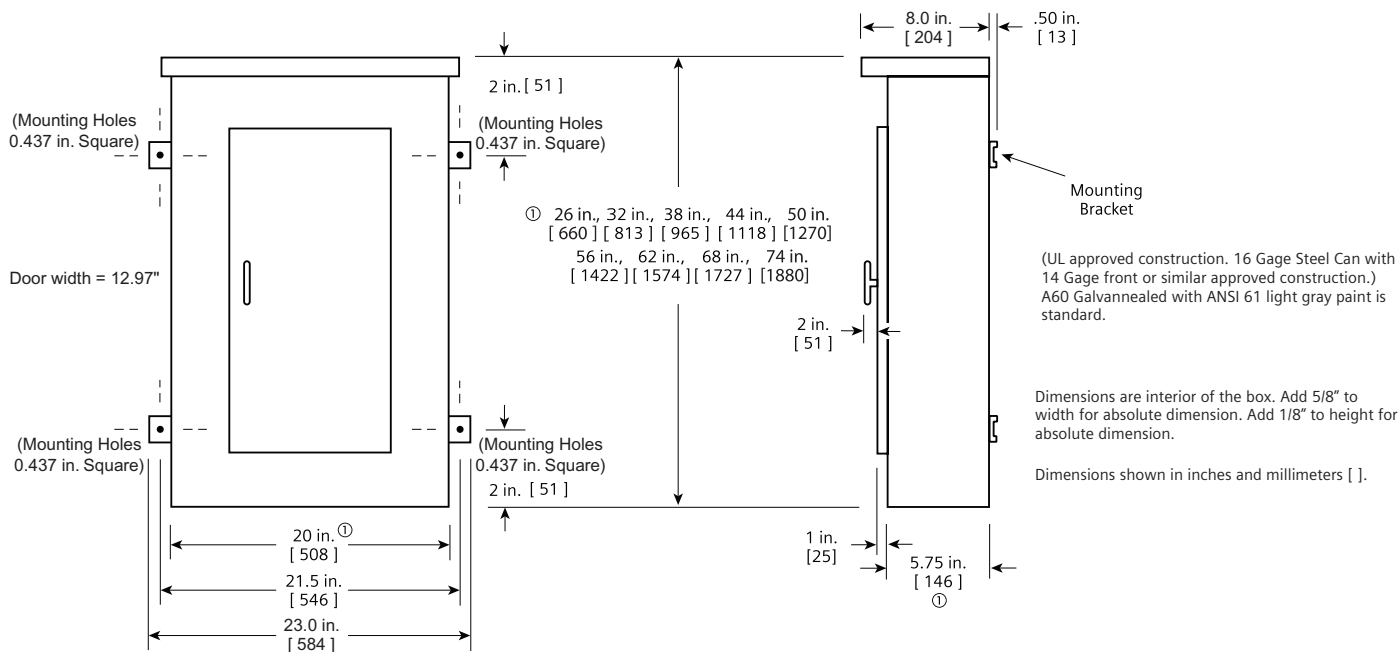
Box is symmetrical



Type 3R and 3R/12 Box

Note: 3R boxes 50" High and Larger include two "T" handles.

Flush Mounting



Legal Manufacturer

Siemens Industry, Inc.
3617 Parkway Ln
Peachtree Corners, GA 30092
United States of America
Telephone: +1 (800) 333-7421
www.usa.siemens.com/panelboards

Order No. PBSS-20301-1021
© 10.2021, Siemens Industry, Inc.

This document contains a general description of available technical options only, and its effectiveness will be subject to specific variables including field conditions and project parameters. Siemens does not make representations, warranties, or assurances as to the accuracy or completeness of the content contained herein. Siemens reserves the right to modify the technology and product specifications in its sole discretion without advance notice.

The SIEMENS logo is located in the bottom right corner of the page. It consists of the word "SIEMENS" in a bold, blue, sans-serif typeface.

SECTION :1 OF 1
 PANEL TYPE :P1
 CATALOG NUMBER :P1C42VE400CTSN
 ENCLOSURE :1 Indoor
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC
 IR RATING :22 K AIC
 MAIN BUS :400 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Top
 MOUNTING :Surface
 SE LABEL :No
 SERIES RATED :No
 CONDUIT AREA :N/A

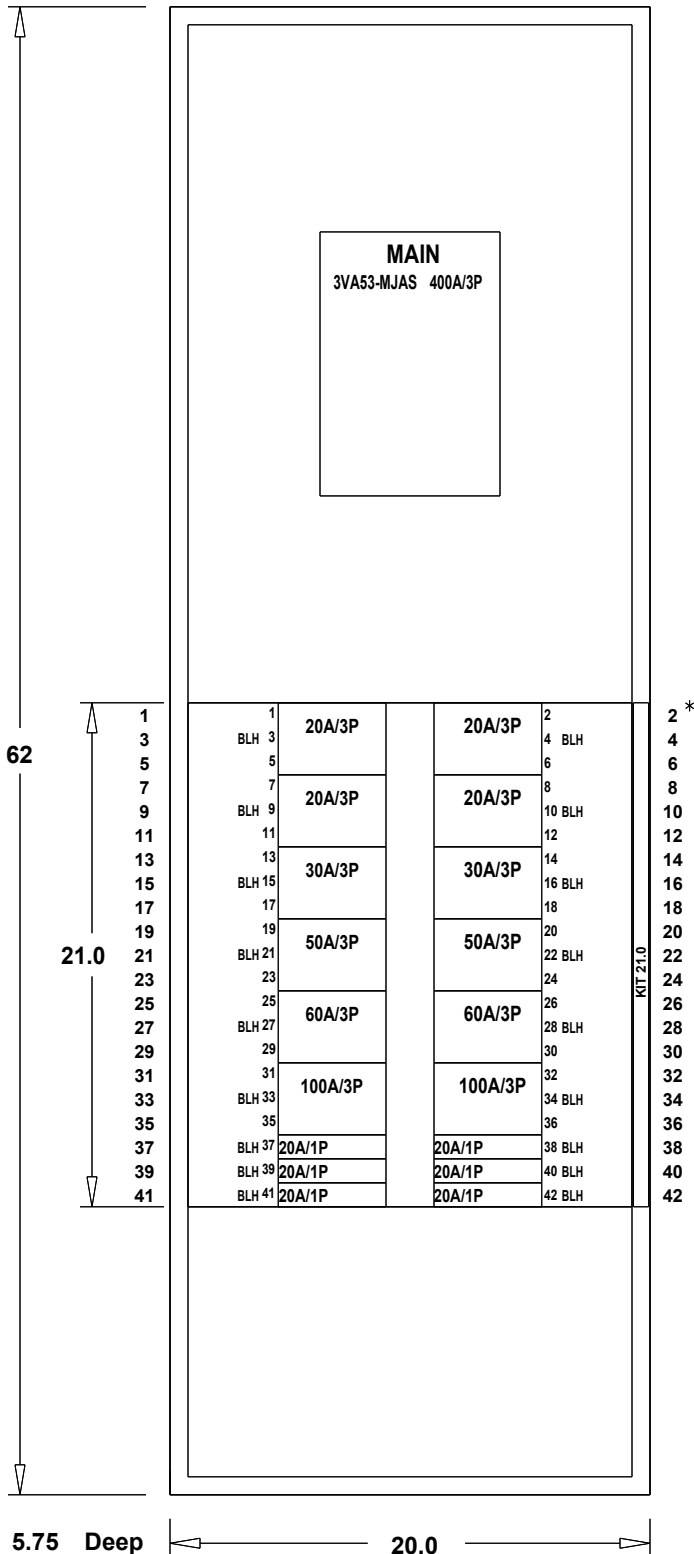
*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

PANELBOARD COMPONENTS

Main :
 1 - 400A /3P-3VA53-MJAS MAIN BREAKER
 1-3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug
 1-Lug Catalog #: 3VA94730JJ23

Branches :
 4 - 20A /3P-BLH
 2 - 30A /3P-BLH
 2 - 50A /3P-BLH
 2 - 60A /3P-BLH
 2 - 100A /3P-BLH
 6 - 20A /1P-BLH

Options :
 1-Gnd Conn-Shipped w/ Interior
 1-Std Al/Cu Gnd Connector
 1-400A 100% Neutral 42, 54Cir (AL Branch Connector)
 1-Card Holder-Std Plastic Sleeve
 1-RP1 3 Phase Main Kit 3VA53/3VA63
 1-Al/Cu Branch Connector
 1-Certification - UL



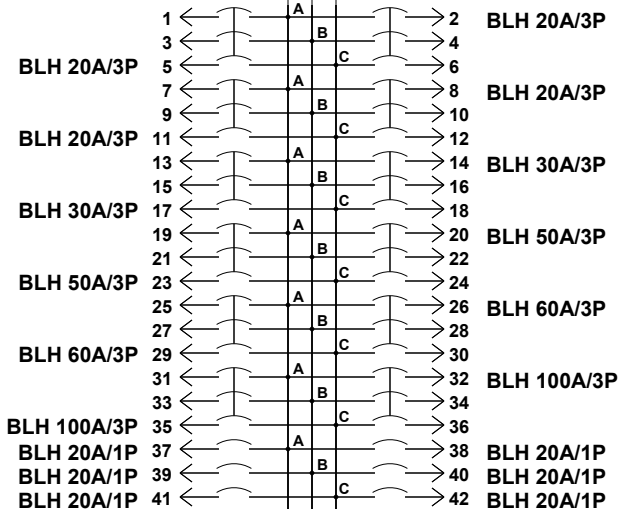
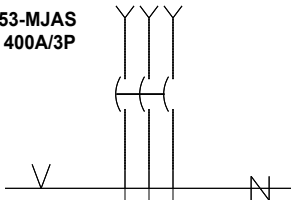
				JOB Upriver Electrical Upgrade			
				P.O. - CONTR - TIE - S.O. 1001597131			
				CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC CONSULT - BY chaddx20c ENG. LOC. - DATE 5-23-2024 DESIGNATION LP1			
				DWG. NO. 1001597131-21000-1			
				Siemens Industry, Inc.			
				Norcross, Georgia			
1	0	chaddx20c052324	5-23-2024				
NO.	REVISIONS		DRAWN BY	DATE	APP.	MFG. LOC.	REV.
					APP.	DWG. FILE	SHEET 1 OF 3
							1

PANELBOARD NOTES

SECTION :1 OF 1
 PANEL TYPE :P1
 CATALOG NUMBER :P1C42VE400CTSN
 ENCLOSURE :1 Indoor
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC
 IR RATING :22 K AIC
 MAIN BUS :400 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Top
 MOUNTING :Surface
 SE LABEL :No
 SERIES RATED :No
 CONDUIT AREA :N/A
 *INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

ABBREVIATIONS

(2)2/0-250KCMIL CU/AL
 3VA53-MJAS
 400A/3P



JOB Upriver Electrical Upgrade			
P.O. -		CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
CONTR. -		CONSULT -	
TIE -		BY chaddx20c	DESIGNATION LP1
S.O. 1001597131		ENG. LOC. -	DATE 5-23-2024
Siemens Industry, Inc. Norcross, Georgia		DWG. NO. 1001597131-21000-2	
		APP. -	MFG. LOC. -
		APP. -	DWG. FILE -
		SHEET 2 OF 3	
		REV. 1	

CIRCUIT SCHEDULE

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPS (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	METER ACC	CT RATING	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
1/3/5	84	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
7/9/11	86	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
13/15/17	88	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
19/21/23	90	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
25/27/29	92	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
31/33/35	94	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
37	96	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
39	98	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
41	100	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
2/4/6	85	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
8/10/12	87	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
14/16/18	89	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
20/22/24	91	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
26/28/30	93	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
32/34/36	95	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
38	97	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
40	99	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
42	101	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-

JOB			
Upriver Electrical Upgrade			
P.O.	-	CUST.	CONSOLIDATED ELECTRICALDISTRIBUTORS INC
CONTR	-	CONSLT	-
TIE	-	BY	chaddx20c
S.O.	1001597131	ENG. LOC.	-
		DATE	5-23-2024
		DESIGNATION	LP1
		DWG. NO.	1001597131-21000-3
Siemens Industry, Inc.		APP.	MFG. LOC.
Norcross, Georgia		APP.	DWG. FILE
SHEET 3 OF 3			REV. 1

SECTION :1 OF 1
 PANEL TYPE :P1
 CATALOG NUMBER :P1C42VE400CTSN
 ENCLOSURE :1 Indoor
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC
 IR RATING :22 K AIC
 MAIN BUS :400 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Top
 MOUNTING :Surface
 SE LABEL :No
 SERIES RATED :No
 CONDUIT AREA :N/A

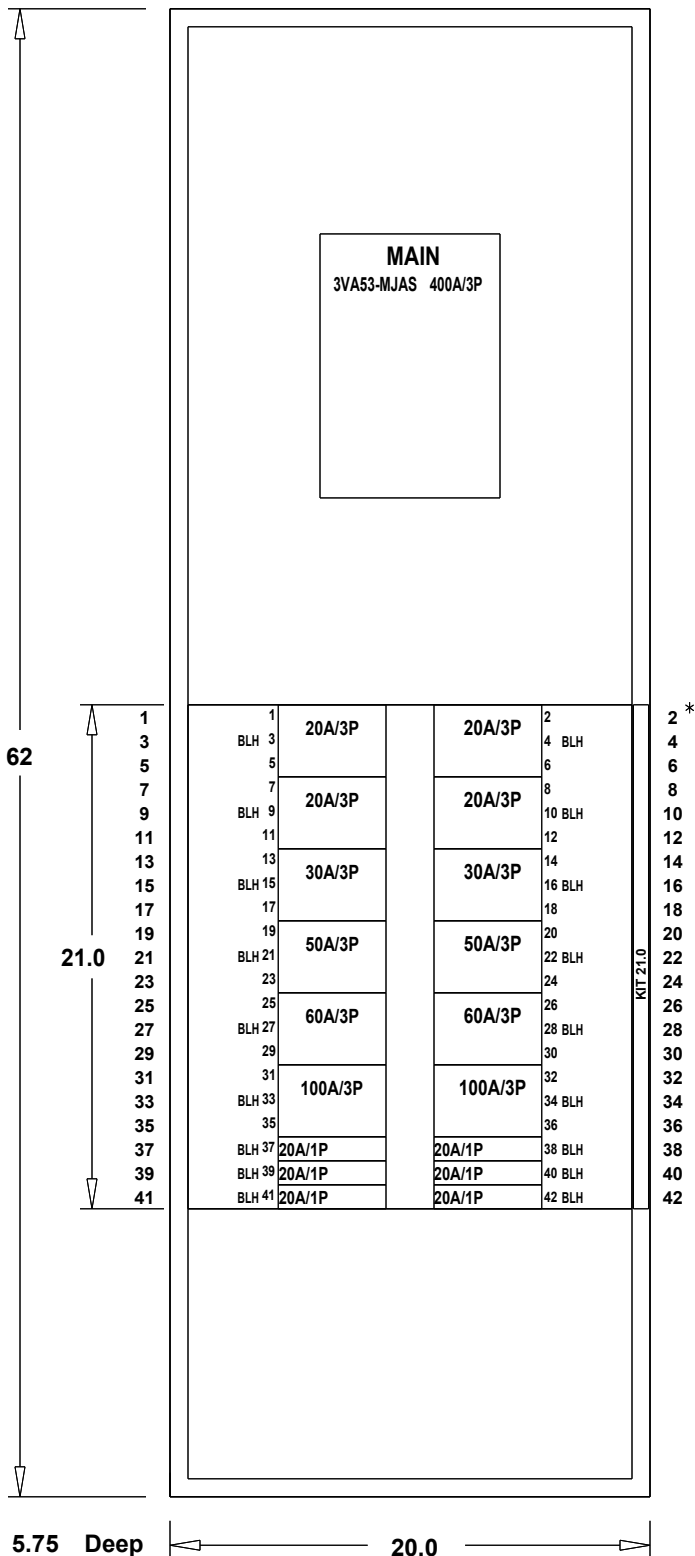
*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

PANELBOARD COMPONENTS

Main :
 1 - 400A /3P-3VA53-MJAS MAIN BREAKER
 1-3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug
 1-Lug Catalog #: 3VA94730JJ23

Branches :
 4 - 20A /3P-BLH
 2 - 30A /3P-BLH
 2 - 50A /3P-BLH
 2 - 60A /3P-BLH
 2 - 100A /3P-BLH
 6 - 20A /1P-BLH

Options :
 1-Gnd Conn-Shipped w/ Interior
 1-Std Al/Cu Gnd Connector
 1-400A 100% Neutral 42, 54Cir (AL Branch Connector)
 1-Card Holder-Std Plastic Sleeve
 1-RP1 3 Phase Main Kit 3VA53/3VA63
 1-Al/Cu Branch Connector
 1-Certification - UL

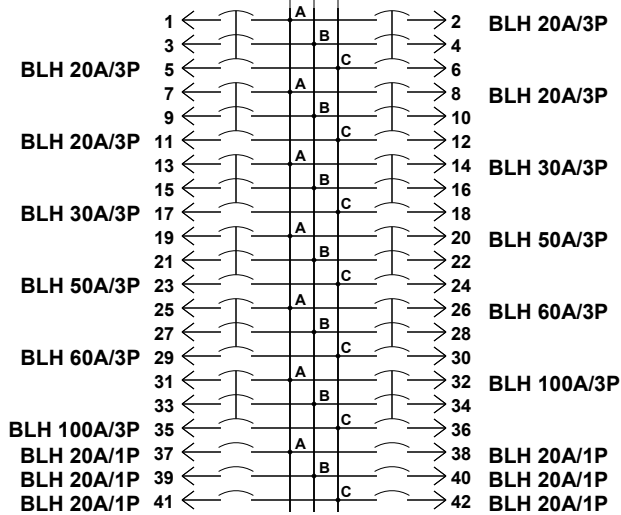
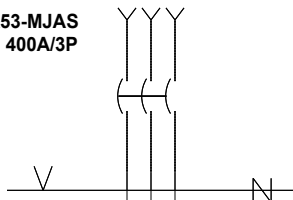


JOB Upriver Electrical Upgrade			
P.O. -		CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
CONTR -		CONSULT -	
TIE -		BY chaddx20c	DESIGNATION LP2
S.O. 1001597131		DATE 5-23-2024	ENG. LOC. -
NO. 1		DWG. NO. 1001597131-22000-1	
REVISIONS		DRAWN BY chaddx20c052324	DATE 5-23-2024
NO.		Siemens Industry, Inc.	
		Norcross, Georgia	
		APP. -	MFG. LOC. -
		APP. -	DWG. FILE
		SHEET 1 OF 3	
		REV. 1	

SECTION :1 OF 1
 PANEL TYPE :P1
 CATALOG NUMBER :P1C42VE400CTSN
 ENCLOSURE :1 Indoor
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC
 IR RATING :22 K AIC
 MAIN BUS :400 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Top
 MOUNTING :Surface
 SE LABEL :No
 SERIES RATED :No
 CONDUIT AREA :N/A
 *INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

ABBREVIATIONS

(2)2/0-250KCMIL CU/AL
 3VA53-MJAS
 400A/3P



JOB Upriver Electrical Upgrade			
P.O. -		CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC	
CONTR. -		CONSULT -	
TIE -		BY chaddx20c	DESIGNATION LP2
S.O. 1001597131		ENG. LOC. -	DATE 5-23-2024
Siemens Industry, Inc.		DWG. NO. 1001597131-22000-2	
		APP. -	MFG. LOC. -
Norcross, Georgia		APP. -	DWG. FILE -
SHEET 2 OF 3			REV. 1

CIRCUIT SCHEDULE

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPS (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	METER ACC	CT RATING	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
1/3/5	84	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
7/9/11	86	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
13/15/17	88	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
19/21/23	90	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
25/27/29	92	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
31/33/35	94	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
37	96	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
39	98	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
41	100	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
2/4/6	85	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
8/10/12	87	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
14/16/18	89	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
20/22/24	91	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
26/28/30	93	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
32/34/36	95	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
38	97	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
40	99	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
42	101	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-

JOB			
Upriver Electrical Upgrade			
P.O.	-	CUST.	CONSOLIDATED ELECTRICALDISTRIBUTORS INC
CONTR	-	CONSULT	-
TIE	-	BY	chaddx20c
S.O.	1001597131	ENG. LOC.	-
		DATE	5-23-2024
		DESIGNATION	LP2
		DWG. NO.	1001597131-22000-3
Siemens Industry, Inc.		APP.	MFG. LOC.
Norcross, Georgia		APP.	DWG. FILE
			SHEET 3 OF 3
			REV. 1

SECTION :1 OF 1
 PANEL TYPE :P1
 CATALOG NUMBER :P1C42VE400CTSN
 ENCLOSURE :1 Indoor
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC
 IR RATING :22 K AIC
 MAIN BUS :400 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Top
 MOUNTING :Surface
 SE LABEL :No
 SERIES RATED :No
 CONDUIT AREA :N/A

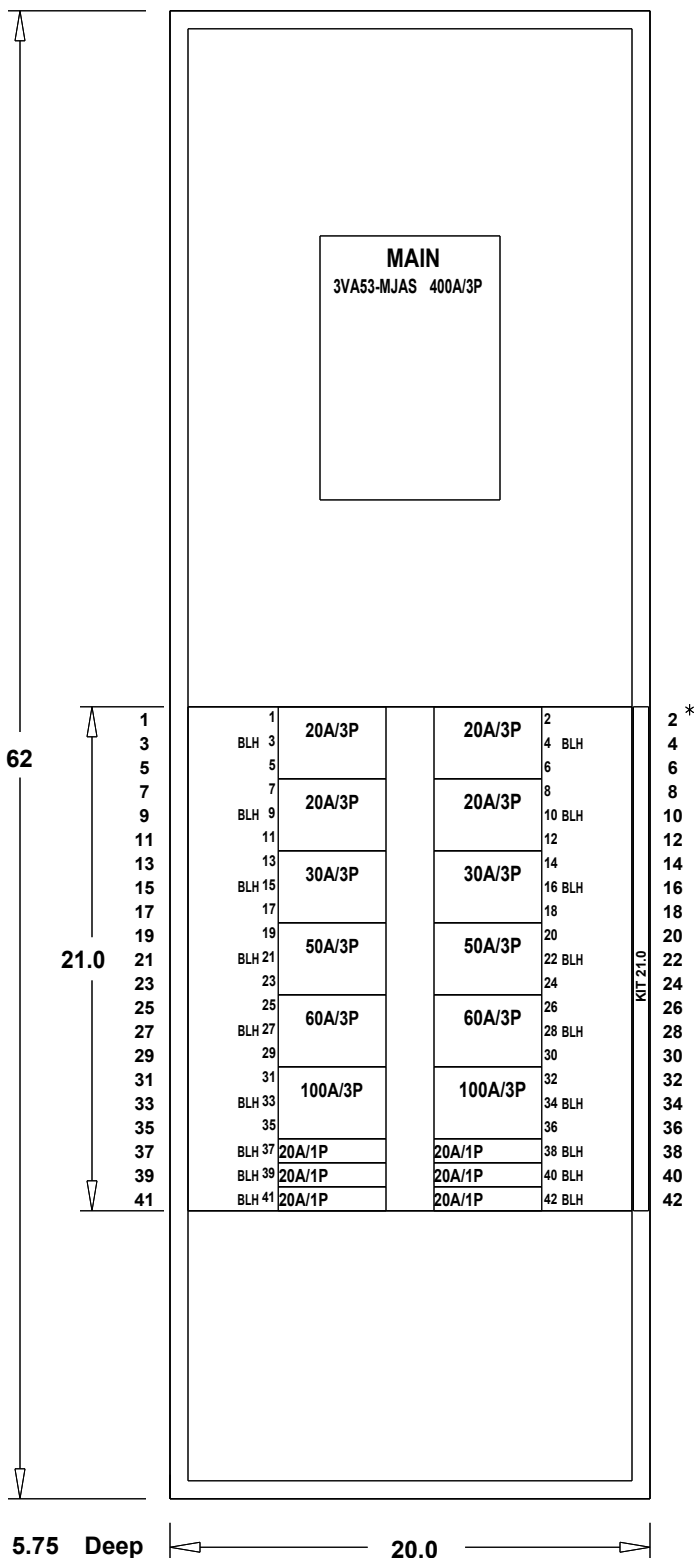
*INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

PANELBOARD COMPONENTS

Main :
 1 - 400A /3P-3VA53-MJAS MAIN BREAKER
 1-3VA Mechanical (2)2/0-250Kcmil Cu/Al Lug
 1-Lug Catalog #: 3VA94730JJ23

Branches :
 4 - 20A /3P-BLH
 2 - 30A /3P-BLH
 2 - 50A /3P-BLH
 2 - 60A /3P-BLH
 2 - 100A /3P-BLH
 6 - 20A /1P-BLH

Options :
 1-Gnd Conn-Shipped w/ Interior
 1-Std Al/Cu Gnd Connector
 1-400A 100% Neutral 42, 54Cir (AL Branch Connector)
 1-Card Holder-Std Plastic Sleeve
 1-RP1 3 Phase Main Kit 3VA53/3VA63
 1-Al/Cu Branch Connector
 1-Certification - UL



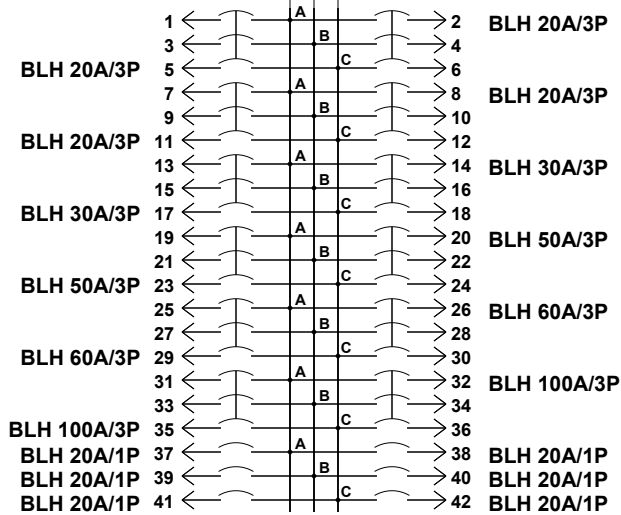
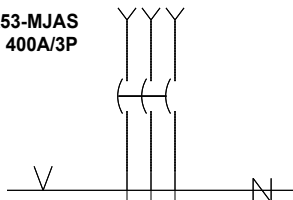
				JOB Upriver Electrical Upgrade			
				P.O. -			
				CONSTR -			
				TIE -			
				S.O. 1001597131			
				CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC			
				CONSULT -			
				BY chaddx20c			
				DATE 5-23-2024			
				DESIGNATION LP3			
				DWG. NO. 1001597131-23000-1			
				Siemens Industry, Inc.			
				Norcross, Georgia			
				APP. MFG. LOC.			
				APP. DWG. FILE			
				SHEET 1 OF 3			
				REV. 1			
NO.	REVISIONS	DRAWN BY	DATE				
1	0	chaddx20c052324	5-23-2024				

PANELBOARD NOTES

SECTION :1 OF 1
 PANEL TYPE :P1
 CATALOG NUMBER :P1C42VE400CTSN
 ENCLOSURE :1 Indoor
 SYSTEM VOLTAGE :208Y/120 3Ø 4W Wye AC
 IR RATING :22 K AIC
 MAIN BUS :400 A
 BUS MATERIAL :Tin Plated Copper
 FEED :Top
 MOUNTING :Surface
 SE LABEL :No
 SERIES RATED :No
 CONDUIT AREA :N/A
 *INDICATES POSITIONING NUMBERS TO HELP WITH THE MANUAL PLACEMENT OF BREAKERS ON THE MECHANICAL VIEW
 NOTE:THE DIMENSIONS ON THE LEFT ARE FOR THE MINIMUM SIZE UL LISTED ENCLOSURE REQUIRED FOR THIS INTERIOR. REFER TO SPEEDFAX FOR ACTUAL ENCLOSURE DIMENSIONS

ABBREVIATIONS

(2)2/0-250KCMIL CU/AL
 3VA53-MJAS
 400A/3P



JOB Upriver Electrical Upgrade			
P.O.	CUST. CONSOLIDATED ELECTRICALDISTRIBUTORS INC		
CONTR	CONSULT		
TIE	BY chaddx20c	ENG. LOC.	DESIGNATION
S.O. 1001597131	DATE 5-23-2024		LP3
Siemens Industry, Inc.		DWG. NO. 1001597131-23000-2	
APP.	MFG. LOC.	APP.	REV.
		DWG. FILE	1
Norcross, Georgia			SHEET 2 OF 3

CIRCUIT SCHEDULE

CIRCUIT NUMBER	UNIQUE ID NO.	TRIP AMPS (A)	POLES	DEVICE TYPE	INTERRUPT RATING (AIC)	METER ACC	CT RATING	LOAD LUG SIZE PER PHASE	CIRCUIT IDENTIFICATION
1/3/5	84	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
7/9/11	86	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
13/15/17	88	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
19/21/23	90	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
25/27/29	92	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
31/33/35	94	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
37	96	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
39	98	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
41	100	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
2/4/6	85	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
8/10/12	87	20	3	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
14/16/18	89	30	3	BLH	22,000	N/A	N/A	(1)#14-#6 CU / #12-#6 AL	-
20/22/24	91	50	3	BLH	22,000	N/A	N/A	(1)#8-#6 CU / #8-#4 AL	-
26/28/30	93	60	3	BLH	22,000	N/A	N/A	(1)#8-#4 CU / #6-#2 AL	-
32/34/36	95	100	3	BLH	22,000	N/A	N/A	(1)#4-#1/0 CU / #2-#1/0 AL	-
38	97	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
40	99	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-
42	101	20	1	BLH	22,000	N/A	N/A	(1)#14-#10 CU / #12-#10 AL	-

JOB			
Upriver Electrical Upgrade			
P.O.	CUST.		
-	CONSOLIDATED ELECTRICALDISTRIBUTORS INC		
CONTR	CONSULT		
-	-		
TIE	BY	ENG. LOC.	DESIGNATION
-	chaddx20c	-	LP3
S.O.	DATE		
1001597131	5-23-2024		
DWG. NO.		1001597131-23000-3	
Siemens Industry, Inc.			
APP.	MFG. LOC.	REV.	
APP.	DWG. FILE	SHEET 3 OF 3	
Norcross, Georgia			
1			



Agenda Sheet for City Council:

Committee: PIES **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd 6/24/2024

Clerk's File # OPR 2024-0524

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept	WASTEWATER MANAGEMENT	Bid #	RFQ 6138-24
------------------------	-----------------------	--------------	-------------

Contact Name/Phone	KYLE 625-4647	Requisition #	VALUE BLANKET
---------------------------	---------------	----------------------	---------------

Contact E-Mail	KARRINGTON@SPOKANECITY.ORG		
-----------------------	----------------------------	--	--

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	4320 VALUE BLANKET TO OXARC, LLC TO SUPPLY SULFURIC ACID SOLUTION		
-------------------------	---	--	--

Agenda Wording

RFQ 6138-24 was issued to enable us to procure this necessary product on an as needed basis. The contract shall be with OXARC, for a five-year period beginning July 15, 2024, and terminating on July 14, 2029 for an estimated total cost of \$263,050.00

Summary (Background)

Sulfuric Acid Solution H2SO4 50% is used as part of the cleaning cycle of the membranes. It is vital to get the membranes completely clean and ready to treat the water.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ \$263,050.00
------------	-----------------

Current Year Cost	\$ \$52,610.00
-------------------	----------------

Subsequent Year(s) Cost	\$ \$52,610.00
-------------------------	----------------

Narrative

Operating need from our department chemical budget.

Amount

Budget Account

Expense	\$ \$263,050.00	# 4320.43260.35148.53203
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GENNETT, RAYLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

value blanket

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mmurray@spokanecity.org

Tax & Licenses

rpwrfaccounting@spokanecity.org

tlester@spokanecity.org

jeckhart@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	6/24/24
Submitting Department	Wastewater Management/RPWRF
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award five (5) year value blanket contract to supply Sulfuric Acid Solution H2SO4 50% to OXARC
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>RFQ 6138-24 was issued to enable us to procure this necessary product on an as needed basis.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Sulfuric Acid Solution H2SO4 50% is used as part of the cleaning cycle of the membranes. It is vital to get the membranes completely clean and ready to treat the water.</p> <p>The contract shall be with OXARC for a five-year period beginning approximately July 15, 2024, and terminating on July 14, 2029.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$263,050.00</u></p> <p> Current year cost: \$52,610.00</p> <p> Subsequent year(s) cost: \$52,610.00</p> <p>Narrative: <u>Operating need from our department chemical budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? 5-year value blanket</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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. • 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?

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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



CITY OF SPOKANE - RPWRF

BID TABULATION

RFQ 6128-24

SULFRUIC ACID H2S04 50% AS NEEDED

Reference Number	Description	Type	UOM	Quantity	OXARC	Northstar Chemical, Inc
Product - Estimated Annual Usage.						
1	Sulfuric Acid 50%	Base	Gallon	12,200.00	\$52,460.00	\$81,130.00
Emergency Delivery						
1	Additional Freight cost per lb for Emergency Deliveries ONLY	Base	EA	1	\$150.00	\$0.09
Total Extended					\$52,610.00	\$81,130.09

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETINGS.

NDATION.
ING SPECIFICATIONS.

Bid Response Summary

Bid Number RFQ 6138-24
Bid Title Sulfuric Acid, H2SO4 50%, As Needed (Re-Bid)
Due Date Wednesday, May 29, 2024 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company OXARC
Submitted By JARED FRITZ - Wednesday, May 29, 2024 7:38:15 AM [(UTC-08:00) Pacific Time (US & Canada)]
 jfritz@oxarc.com

Comments

Question Responses

Group	Reference Number	Question	Response
Contact Information			
	1.	List Company Name & Address and Name of person submitting this bid response, including e-mail address and telephone number	Oxarc llc 4003 E broadway ave spokane wa 99202 Jfritz@oxarc.com Jared Fritz 360- 901-8584
	2.	How many Addenda do you acknowledge receipt of?	0
Delivery			
	1.	Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within seven (7) Business Days ARO.	I Agree
	2.	EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	I Agree
	3.	These items will be purchases on an "As Needed" basis by the Riverside Park Water Reclamation Facility Department	I Agree
	4.	F.O.B. Delivery Point: 4401 North Aubrey L. White Pkway, Spokane WA 99205	I Agree
	5.	Deliveries are to be made from 7:30 a.m. to 2:00 p.m. Monday through Thursday, as required. (NOTE: DELIVERIES SHOULD BE COMPLETE BY 2:00 PM)	I Agree
	6.	Deliveries made outside these arranged ours may be arranged occasionally on a case-by-case basis; notification must be made at least 1 hour prior to delivery.	I Agree
	7.	All vendors will be held responsible to comply with the established receiving program. Deliveries that would extend beyond 2:00 p.m. may be required to delay unloading until the following acceptable business day.	I Agree
	8.	The City of Spokane reserves the right to add delivery locations, if needed, withing the city limits.	I Agree
Term of Value Blanket Order			
	1.	The Value Blanket Order resulting from this Request for Quote will be for a Three (3) year term with two (2) one-year optional renewal terms.	I Agree
Payment Terms			

1.	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms 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 Agree
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 Agree
Additional Items		
1.	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	I Agree
Business Registration		
1.	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 http://bls.dor.wa.gov or 1-800-451-7985 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
2.	Suppliers Business Registration No.	A00192025
Special Instructions		
1.	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	I Agree
2.	Bidders must UPLOAD HERE, a cover letter stating qualifications for supplying specified product on contract with the City of Spokane.	SULFURIC ACID 50% SOLN (CCDC) PROP 65.pdf
3.	Vendors being considered for award must supply a typical analysis sheet of their product analyzing for the parameters listed in the quote.	I Agree

4.	Any Sulfuric Acid 50% delivered that does not meet specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the city will be reimbursed for any associated costs, and at the City's option, a new vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the vendor.	I Agree
5.	The awarded vendor may be subject to grab analyses to determine integrity of the quality of the product. Grabs will be taken by Plant Personnel at the time of product delivery. Product performance will additionally be evaluated as to its performance in previous years.	I Agree
6.	Upon delivery of non-conforming product, the vendor will be penalized \$500.00 per delivery. Two such non-conforming deliveries within a four week period will constitute breach of contract by non-performance, and the City reserves the right to cancel the contract. The vendor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new bid is awarded, not to exceed 45 days.	Yes
7.	Certificate of Analysis: Upon delivery, the City shall be provided with a certificate of analysis which details the percent of NaOH and the Specific Gravity. The certificate shall include gross, tare and net delivery weights.	I Agree
8.	A representative 500 mL sample is to be extracted, prior to unloading, from each delivery for analysis by the RPWRF's laboratory. All material will be analyzed by the RPWRF lab staff in accordance with Standard Methods. SOP's and calculations can be provided by the RPWRF laboratory upon request.	I Agree
9.	If the product differs from the provisions contained herein, these differences must be explained in detail	I acknowledge
10.	Vendors 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.	Yes
11.	Brochures to be included with Bid Proposal forms.	I Agree
12.	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I Agree
13.	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I Agree
14.	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible within 7 days ARO.	I Agree

15.	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	I Agree
16.	Federal and State laws governing this product must be satisfied.	I Agree
17.	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I Agree
18.	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I Agree
19.	SAFETY DATA SHEETS must be uploaded here for the product you are quoting on.	SULFURIC ACID 50% TG CCDC 11-13-2019 SDS.pdf
20.	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	SULFURIC ACID 50% SOLN (CCDC) PROP 65.pdf
21.	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.	I Agree
Product Technical Specifications		
1.	Sulfuric Acid H ₂ SO ₄ , 50%, Technical Grade	Yes
1.1	CAS number: 7664-93-9	I acknowledge
1.2	Appearance: Clear Liquid	I acknowledge
1.3	Sulfuric Acid Content as %W/W: 49.0 to 51.0	I acknowledge
1.4	Specific Gravity: 1.309 to 1.409	I acknowledge
Technical Specifications		
1.	Sulfuric Acid Solution 50% to be transported in a DOT approved Tanker.	I Agree
1.1	If you took exception to #1 above, explain in detail.	Every truck driver in the company has a CDL with Hazmat in a approved Tanker.
2.	Deliveries shall be transferred to two 680-gallon storage tanks at the Riverside Park Water Reclamation Facility.	I Agree
2.1	If you took exception to #4 above, explain in detail.	This has been an ongoing process with Oxarc.
3.	Delivery method and equipment shall be compatible with the RPWRF site and with receiving and storage equipment available at the site.	I Agree

	3.1	If you took exception to #5 above, explain in detail.	Oxarcs equipment has been compatible ever since we have been distributing this product to your facility.
Terms & Conditions			
	1.	All freight charges shall be the responsibility of the winning supplier.	I Acknowledge
	2.	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I Acknowledge
	3.	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of quote.	I Acknowledge
	4.	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Quote invitation.	I Acknowledge
	5.	Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of quotes.	I Acknowledge
	6.	Supplier (____ 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
	7.	Supplier (____ 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
	8.	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I Acknowledge
	9.	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
	10.	If the product differs from the provisions contained herein, these differences must be explained in detail.	N/A

11.	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
12.	Quoteing Errors: When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder 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 Bidder's Quote.	I Acknowledge
13.	Rejection of Quotes: The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser’s best interest, and to accept or reject all or part of this Quote at prices shown.	I Acknowledge
14.	Award of Contract: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.	I Acknowledge
15.	ORGANIZATION Proposal of an () individual () partnership () corporation organized and existing under the Laws of the State of _____	I agree
16.	INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller’s review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller’s right to refuse to sell additional items at the time of request shall be absolute.	I agree
Polychlorinated Biphenyls (PCBs)		
1.	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)?	Yes
2.	If so, were PCBs found at a measureable level?	Yes
3.	If so, attach the results or note from whom the results can be obtained.	SULFURIC ACID 50% #2404048 COA.pdf
4.	Do you have reason to believe the product contains measureable levels of PCBs?	No

5.	Do you have reason to believe the product packaging contains measureable levels of PCBs?	No
Evaluation of Quotes		
1.	Evaluation of Quotes Shall be based upon the following criteria, where applicable: 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. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I Acknowledge

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Product - Estimated Annual Usage.								
	1.	Sulfuric Acid 50%	Base	Gallon	12,200.00	\$4.30	\$52,460.00	
Emergency Delivery								
	1.	Additional Freight cost per lb for Emergency Deliveries ONLY	Base	EA	1.00	\$150.00	\$150.00	
Total Base Bid							\$52,610.00	



SAFETY DATA SHEET

This Safety Data Sheet conforms to ANSI Z400.5, and to the format requirements of the Global Harmonizing System.

THIS SDS COMPLIES WITH 29 CFR 1910.1200 (HAZARD COMMUNICATION STANDARD)

IMPORTANT: Read this SDS before handling & disposing of this product.

Pass this information on to employees, customers, & users of this product.

SECTION 1. IDENTIFICATION OF THE SUBSTANCE OR MIXTURE AND OF THE SUPPLIER

PRODUCT IDENTITY: SULFURIC ACID 50% (TECHNICAL GRADE)
SYNONYMS: Oil of Vitriol
PRODUCT USES: Industrial cleaning, batteries, industrial processes
RESTRICTIONS: Professional use only
COMPANY IDENTITY: Cascade Columbia Distribution Company
COMPANY ADDRESS: 6900 Fox Avenue S.
COMPANY CITY: Seattle, WA 98108
COMPANY PHONE: 1-206-763-2351
EMERGENCY PHONES: CHEMTREC: 1-800-424-9300 (USA)
CANUTEC: 1-613-996-6666 (CANADA)

SECTION 2. HAZARDS IDENTIFICATION

SIGNAL WORD: DANGER!!!

2.1 HAZARD STATEMENTS: (CAT = Hazard Category)

(H200s) PHYSICAL: Corrosive To Metals (CAT:1)

H290 MAY BE CORROSIVE TO METALS.

(H300s) HEALTH: Acute Toxicity, Oral (CAT:1)

H300 FATAL IF SWALLOWED.

(H300s) HEALTH: Skin Corrosion/Irritation (CAT:1A)

H314 CAUSES SEVERE SKIN BURNS AND EYE DAMAGE.

(H300s) HEALTH: Acute Toxicity, Inhalation (CAT:4)

H332 FATAL IF INHALED.

(H400s) ENVIRONMENT: Hazardous to the aquatic environment, acute (CAT:3)

H402 HARMFUL TO AQUATIC LIFE.

2.2 PRECAUTIONARY STATEMENTS:

P100s = General, P200s = Prevention, P300s = Response, P400s = Storage, P500s = Disposal

P202 Do not handle until all safety precautions have been read and understood.

P234 Keep only in original container.

P260 Do not breathe dust/fume/gas/mist/vapors/spray.

P264 Wash hands thoroughly after handling.

P270 Do not eat, drink, or smoke when using this product.

P271 Use only outdoors or in a well-ventilated area.

P273 Avoid release to the environment.

P280 Wear protective gloves/protective clothing/eye protection/face protection.

P301+330+331 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+361+353 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse SKIN with water/shower.

P304+340 IF INHALED: Remove victim to fresh air and Keep at rest in a position comfortable for breathing.

P305+351+338 IF IN EYES: Rinse cautiously with water for several minutes.

Remove contact lenses, if present and easy to do. Continue rinsing.

P308+313 If exposed or concerned: Get medical attention.

P310 Immediately call a POISON CENTER or doctor/physician.



- P363 Wash contaminated clothing before reuse.
- P390 Absorb spillage to prevent material damage.
- P403+233 Store in a well-ventilated place. Keep container tightly closed.
- P405 Store locked up.
- P406 Store in corrosive resistant container with a resistant inner liner.
- P500 Dispose of contents/container following local/regional/federal regulations.

2.3 HAZARDS NOT OTHERWISE CLASSIFIED: None

SEE SECTIONS 8, 11 & 12 FOR TOXICOLOGICAL INFORMATION.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

3.1 MIXTURE OR SUBSTANCE: Mixture

MATERIAL	CAS#	EINECS#	WT %
Water	7732-18-5	231-791-2	49-51%
Sulfuric Acid	7664-93-9	231-639-5	49-51%
Other components below reportable levels			<0.2%

The specific chemical component identities and/or the exact component percentages of this material may be withheld as trade secrets. This information is made available to health professionals, employees, and designated representatives in accordance with the applicable provisions of 29 CFR 1910.1200 (I)(1).

TRACE COMPONENTS: Trace ingredients (if any) are present in < 1% concentration, (< 0.1% for potential carcinogens, reproductive toxins, respiratory tract mutagens, and sensitizers). None of the trace ingredients contribute significant additional hazards at the concentrations that may be present in this product. All pertinent hazard information has been provided in this document, per the requirements of the Federal Occupational Safety and Health Administration Standard (29 CFR 1910.1200), U.S. State equivalents, and Canadian Hazardous Materials Identification System Standard (CPR 4).

SECTION 4. FIRST AID MEASURES

4.1 MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE & CHRONIC:

See Section 11 for symptoms/effects, acute & chronic.

4.2 GENERAL ADVICE:

First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists, refer to Section 8 for specific personal protective equipment.

4.3 EYE CONTACT:

If this product enters the eyes, check for and remove any contact lenses. Open eyes while under gently running water. Use sufficient force to open eyelids. "Roll" eyes to expose more surface. Minimum flushing is for 15 minutes. Seek immediate medical attention.

4.4 SKIN CONTACT:

If the product contaminates the skin, immediately begin decontamination with running water. Minimum flushing is for 15 minutes. Remove contaminated clothing, taking care not to contaminate eyes. Seek medical attention. Wash contaminated clothing before reuse, discard contaminated shoes.

4.5 INHALATION:

Remove to fresh air. If breathing is difficult, give oxygen. If breathing has stopped, trained personnel should immediately begin artificial respiration. Seek immediate medical attention.

4.6 SWALLOWING:

If swallowed, CALL PHYSICIAN OR POISON CONTROL CENTER IMMEDIATELY. If professional advice is not available, give two glasses of water to drink. DO NOT INDUCE VOMITING. Never induce vomiting or give liquids to someone who is unconscious, having convulsions, or unable to swallow. Seek immediate medical attention.

4.7 RESCUERS: Victims of chemical exposure must be taken for medical attention. Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Take a copy of label and SDS to physician or health professional with victim.

4.8 NOTES TO PHYSICIAN:

There is no specific antidote. Treatment of overexposure should be directed at the control of symptoms and the clinical condition of the patient. Any material aspirated during vomiting may cause lung injury. Therefore, emesis should not be induced mechanically or pharmacologically. If it is considered necessary to evacuate the stomach contents, this should be done by means least likely to cause aspiration (such as: Gastric lavage after endotracheal intubation). Keep victim warm and quiet. Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed.

SECTION 5. FIRE FIGHTING MEASURES

5.1 FIRE & EXPLOSION PREVENTIVE MEASURES:

Isolate from alkalis, oxidizers, organics, extreme heat and open flames.

5.2 SUITABLE (& UNSUITABLE) EXTINGUISHING MEDIA:

Dry chemical or CO2. Use extinguishing agent appropriate for surrounding fire. Keep containers cool. Contact with water generates heat.

5.3 SPECIAL PROTECTIVE EQUIPMENT & PRECAUTIONS FOR FIRE FIGHTERS:

Cool closed containers. Use fog nozzles if water is used. Do not enter confined fire-space without full bunker gear. (Helmet with face shield, bunker coats, gloves & rubber boots, self-contained breathing apparatus). When material is not involved in fire: do not use water on material itself.

5.4 SPECIFIC HAZARDS OF CHEMICAL & HAZARDOUS COMBUSTION PRODUCTS:

Reacts with most metals producing hydrogen which is extremely flammable & may explode. Keep container tightly closed. Isolate from oxidizers, alkalis, heat, & open flame. Applying to hot surfaces requires special precautions.

SECTION 6. ACCIDENTAL RELEASE MEASURES

6.1 SPILL AND LEAK RESPONSE AND ENVIRONMENTAL PRECAUTIONS:

Uncontrolled releases should be responded to by trained personnel using pre-planned procedures. Proper protective equipment should be used. In case of a spill, clear the affected area, protect people, and respond with trained personnel. Stop leak if you can do it without risk. Prevent additional discharge of material, if possible to do so without hazard. For large spills, implement cleanup procedures and, if in public area, advise authorities.

6.2 PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES:

The proper personal protective equipment for incidental releases (such as: 1 Liter of the product released in a well-ventilated area), use impermeable gloves, they should be Level B: chemical resistant gloves, suit and boots, hard-hat, and Self-Contained Breathing

Apparatus specific for the material handled, goggles, face shield, and appropriate body protection. In the event of a large release, use impermeable gloves, specific for the material handled, chemically resistant suit and boots, and hard hat. Self-Contained Breathing Apparatus or respirator may be required where engineering controls are not adequate or conditions for potential exposure exist. When respirators are required, select NIOSH/MSHA approved based on actual or potential airborne concentrations in accordance with latest OSHA and/or ANSI recommendations. Full encapsulating, vapor protective clothing should be worn for spills and leaks with no fire.

6.3 ENVIRONMENTAL PRECAUTIONS:

Stop spill at source. Construct temporary dikes of dirt, sand, or any appropriate readily available material to prevent spreading of the material. Close or cap valves and/or block or plug hole in leaking container and transfer to another container. Keep from entering storm sewers and ditches which lead to waterways, and if necessary, call the local fire or police department for immediate emergency assistance.

6.4 METHODS AND MATERIAL FOR CONTAINMENT & CLEAN-UP:

Dike far ahead of liquid spill for later disposal. Absorb spilled liquid with soda ash or lime. Use non-combustible absorbent (such as: sand, soil, etc.). Shovel up and place all spill residue in suitable containers. Clean contaminated surfaces thoroughly. Dispose of residue at an appropriate waste disposal facility according to applicable laws and regulations and product characteristics at time of disposal (see Section 13 - Disposal Considerations).

SECTION 7. HANDLING AND STORAGE

7.1 PRECAUTIONS FOR SAFE HANDLING:

Isolate from oxidizers, alkalis, heat, & open flame. Use only with adequate ventilation. Do not get in eyes, on skin or clothing. Consult Safety Equipment Supplier. Wear goggles, face shield, gloves, apron & footwear impervious to material. Wash clothing before reuse. Continue all label precautions! NEVER pour water into this substance. When dissolving or diluting, always add it slowly to the water.

7.2 CONDITIONS FOR SAFE STORAGE, INCLUDING ANY INCOMPATIBILITIES:

Keep container tightly closed & upright when not in use to prevent leakage. Store in a dry, cool and well-ventilated place, in properly labeled containers. Keep separated from strong oxidants, strong bases, combustible & reducing substances, metals, food & feedstuffs, incompatible materials. See: Section 10, <Materials to Avoid>. Do not store above 49 C/120 F. Reacts with most metals producing hydrogen which is extremely flammable & may explode. Wear full face shield, gloves & full protective clothing when opening or handling. When empty, drain completely, replace bungs securely.

7.3 NONBULK: CONTAINERS:

Store containers in a cool, dry location, away from direct sunlight, sources of intense heat, or where freezing is possible. Material should be stored in secondary containers or in a diked area, as appropriate. Store containers away from incompatible chemicals (see Section 10, Stability and Reactivity). Post warning and "NO SMOKING" signs in storage and use areas, as appropriate. Empty containers should be handled with care. Never store food, feed, or drinking water in containers which held this product.

7.4 BULK CONTAINERS:

All tanks and pipelines which contain this material must be labeled. Perform routine maintenance on tanks or pipelines which contain this product. Report all leaks immediately

to the proper personnel.

7.5 TANK CAR SHIPMENTS:

Tank cars carrying this product should be loaded and unloaded in strict accordance with tank-car manufacturer's recommendation and all established on-site safety procedures. Appropriate personal protective equipment must be used (see Section 8, Engineering Controls and Personal Protective Equipment.). All loading and unloading equipment must be inspected, prior to each use. Loading and unloading operations must be attended, at all times. Tank cars must be level, brakes must be set or wheels must be locked or blocked prior to loading or unloading. Tank car (for loading) or storage tanks (for unloading) must be verified to be correct for receiving this product and be properly prepared, prior to starting the transfer operations. Hoses must be verified to be in the correct positions, before starting transfer operations. A sample (if required) must be taken and verified (if required) prior to starting transfer operations. All lines must be blown-down and purged before disconnecting them from the tank car or vessel.

7.6 PROTECTIVE PRACTICES DURING MAINTENANCE OF CONTAMINATED EQUIPMENT:

Follow practices indicated in Section 6 (Accidental Release Measures). Make certain application equipment is locked and tagged-out safely. Always use this product in areas where adequate ventilation is provided. Collect all rinsates and dispose of according to applicable Federal, State, Provincial, or local procedures.

7.7 EMPTY CONTAINER WARNING:

Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. **DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY BURST AND CAUSE INJURY OR DEATH.**

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 EXPOSURE LIMITS:

CHEMICAL NAME	CAS #	EINEC #	OSHA PEL	Ca1/OSHA PEL	NIOSH REL	ACGIH TLV	IDLH
SULFURIC ACID	7664-93-9	231-639-5	TWA: 1 mg/m ³	TWA: 0.1 mg/m ³	TWA:1 mg/m ³	TWA: 0.2 mg/m ³ (thoracic particulate matter)	15 mg/m ³
				STEL: 3 mg/m ³			

This product contains no EPA Hazardous Air Pollutants (HAP) in amounts > 0.1%.

8.2 APPROPRIATE ENGINEERING CONTROLS:

RESPIRATORY EXPOSURE CONTROLS

Airborne concentrations should be kept to lowest levels possible. If vapor, dust or mist is generated and the occupational exposure limit of the product, or any component of the product, is exceeded, use appropriate NIOSH or MSHA approved air purifying or air-supplied respirator authorized in 29 CFR 1910.134, European Standard EN 149, or applicable State regulations, after determining the airborne concentration of the contaminant. Air supplied respirators should always be worn when airborne concentration of the contaminant or oxygen content is unknown. Maintain airborne contaminant concentrations below exposure limits. If adequate ventilation is not available or there is potential for airborne exposure above the exposure limits, a respirator may be worn up to the respirator exposure limitations, check with respirator equipment manufacturer's recommendations/limitations. For particulates, a particulate respirator (NIOSH Type N95 or better filters) may be worn. If oil particles (such as: lubricants, cutting fluids, glycerine and so on) are present,

use a NIOSH Type R or P filter. For a higher level of protection, use positive pressure supplied air respiration protection or Self-Contained Breathing Apparatus or if oxygen levels are below 19.5% or are unknown.

EMERGENCY OR PLANNED ENTRY INTO UNKNOWN CONCENTRATIONS OR IDLH CONDITIONS

Positive pressure, full-face piece Self-Contained Breathing Apparatus; or positive pressure, full-face piece Self-Contained Breathing Apparatus with an auxilliary positive pressure Self-Contained Breathing Apparatus.

VENTILATION

LOCAL EXHAUST: Necessary MECHANICAL (GENERAL): Necessary
SPECIAL: None OTHER: None
Please refer to ACGIH document, "Industrial Ventilation, A Manual of Recommended Practices", most recent edition, for details.

8.3 INDIVIDUAL PROTECTION MEASURES, SUCH AS PERSONAL PROTECTIVE EQUIPMENT:

EYE PROTECTION:

Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists or dusts. If contact is possible, chemical splash goggles should be worn, when a higher degree of protection is necessary, use splash goggles or safety glasses. Face-shields are recommended when the operation can generate splashes, sprays or mists.

HAND PROTECTION:

Use gloves chemically resistant to this material. Preferred examples: Butyl rubber, Chlorinated Polyethylene, Polyethylene, Ethyl vinyl alcohol laminate ("EVAL"), Polyvinyl alcohol ("PVA"). Examples of acceptable glove barrier materials include: Natural rubber ("latex"), Neoprene, Nitrile/butadiene rubber ("nitril") or ("NBR"), Polyvinyl chloride ("PVC") or "vinyl"), Viton. Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

BODY PROTECTION:

Use body protection appropriate for task. Cover-all, rubber aprons, or chemical protective clothing made from impervious materials are generally acceptable, depending on the task.

WORK & HYGIENIC PRACTICES:

Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using toilet facilities and at the end of the working period. Provide readily accessible eye wash stations & safety showers. Remove clothing that becomes contaminated. Destroy contaminated leather articles. Launder or discard contaminated clothing.

SECTION 9. PHYSICAL & CHEMICAL PROPERTIES

APPEARANCE: Liquid, Water-White
ODOR: None
ODOR THRESHOLD: Not Available
pH (Neutrality): < 1
MELTING POINT/FREEZING POINT: -35 to 11 C / -31 to 52 F
BOILING RANGE (IBP,Dry Point): 193 to 327 C / 379 to 621 F

FLASH POINT (TEST METHOD):	Not Applicable
EVAPORATION RATE (n-Butyl Acetate=1):	Not Applicable
FLAMMABILITY CLASSIFICATION:	Noncombustible
LOWER FLAMMABLE LIMIT IN AIR (% by vol):	Not Applicable
UPPER FLAMMABLE LIMIT IN AIR (% by vol):	Not Applicable
VAPOR PRESSURE (mm of Hg)@20 C	< 0.3
VAPOR DENSITY (air=1):	3.4
GRAVITY @ 68/68F / 20/20C:	
DENSITY:	1.248 (25%); 1.416 (50%)
SPECIFIC GRAVITY (Water=1):	1.250 (25%); 1.418 (50%)
POUNDS/GALLON:	11.812
WATER SOLUBILITY:	Complete
PARTITION COEFFICIENT (n-Octane/Water):	Not Available
AUTO IGNITION TEMPERATURE:	Not Applicable
DECOMPOSITION TEMPERATURE:	Not Available
VOCs (>0.044 Lbs/Sq In) :	0.0 Vol% /0.0 g/L / 0.000 Lbs/Gal
TOTAL VOC'S (TVOC)*:	0.0 Vol% /0.0 g/L / 0.000 Lbs/Gal
NONEXEMPT VOC'S (CVOC)*:	0.0 Vol% /0.0 g/L / 0.000 Lbs/Gal
HAZARDOUS AIR POLLUTANTS (HAPS):	0.0 Wt% /0.0 g/L / 0.000 Lbs/Gal
NONEXEMPT VOC PARTIAL PRESSURE (mm of Hg @ 20 C)	0.0
VISCOSITY @ 100 C (ASTM D445)	514.0 cSt
VISCOSITY @ 20 C (ASTM D445):	Not Available

* Using CARB (California Air Resources Board Rules).

SECTION 10. STABILITY & REACTIVITY

10.1 REACTIVITY & CHEMICAL STABILITY:

Stable under normal conditions, but Reacts with most metals producing hydrogen which is extremely flammable & may explode.

10.2 POSSIBILITY OF HAZARDOUS REACTIONS & CONDITIONS TO AVOID:

Isolate from sources of ignition, heat, & open flame.

10.3 INCOMPATIBLE MATERIALS:

The substance is a strong acid, reacts violently with bases and is corrosive. Upon heating, irritating and toxic fumes are formed including sulfur oxides. The substance is a strong oxidant & reacts violently with combustible & reducing materials. Corrosive to most common metals, forming flammable/explosive gas (hydrogen). Concentrated sulfuric acid reacts violently with water & organic materials with much heat.

10.4 HAZARDOUS DECOMPOSITION PRODUCTS:

Upon heating, irritating and toxic fumes are formed including sulfur oxides.

10.5 HAZARDOUS POLYMERIZATION:

Will not occur.

SECTION 11. TOXICOLOGICAL INFORMATION

11.1 ACUTE HAZARDS

Likely route of exposures: Inhalation, Absorption, and Skin/Eye contact.

11.1.1 EYE & SKIN CONTACT:

Severe burns to skin, defatting, dermatitis. Wash thoroughly after handling.

11.1.2

Severe burns to eyes, redness, tearing, and blurred vision.

Liquid can cause severe eye burns.

11.1.3 INHALATION:

Severe respiratory tract irritation may occur. Vapor harmful.

11.1.4 SWALLOWING:

Harmful or fatal if swallowed.

11.2 SUBCHRONIC HAZARDS/CONDITIONS AGGRAVATED

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:

Pre-existing disorders of any target organs mentioned in this Document can be aggravated by over-exposure by routes of entry to components of this product.

Persons with these disorders should avoid use of this product.

11.3 CHRONIC HAZARDS

11.3.1 CARCINOGENICITY:

Sulfuric Acid is not listed as a carcinogen by OSHA, NTP, IARC, or ACGIH. However, "strong inorganic acid mists containing sulfuric acid" (or "acid mists, strong inorganic") is classified as Group A2-Suspected Human Carcinogen by ACGIH, Group 1- Carcinogenic to Humans by IARC, and Known to be Human Carcinogen by NTP. OSHA has not classified strong inorganic acid mists containing sulfuric acid as a carcinogen.

11.3.2 TARGET ORGANS: May cause damage to target organs, based on animal data.

11.3.3 IRRITANCY: Irritating to contaminated tissue.

11.3.4 SENSITIZATION: No component is known as a sensitizer.

11.3.5 MUTAGENICITY: No known reports of mutagenic effects in humans.

11.3.6 EMBRYOTOXICITY: No known reports of embryotoxic effects in humans.

11.3.7 TERATOGENICITY: No known reports of teratogenic effects in humans.

11.3.8 REPRODUCTIVE TOXICITY: No known reports of reproductive effects in humans.

A MUTAGEN is a chemical which causes permanent changes to genetic material (DNA) such that the changes will propagate across generational lines. An EMBRYOTOXIN is a chemical which causes damage to a developing embryo (such as: within the first 8 weeks of pregnancy in humans), but the damage does not propagate across generational lines. A TERATOGEN is a chemical which causes damage to a developing fetus, but the damage does not propagate across generational lines. A REPRODUCTIVE TOXIN is any substance which interferes in any way with the reproductive process.

11.4 MAMMALIAN TOXICITY INFORMATION

LD50 (Oral, Acute): 2140 mg/kg (Rat)

LC50 / 2 hours: 510 mg/m³ (Rat), 320 mg/m³ (Mouse)

SECTION 12. ECOLOGICAL INFORMATION

12.1 ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

12.2 EFFECT OF MATERIAL ON PLANTS AND ANIMALS:

This product may be harmful or fatal to plant and animal life if released into the environment. Refer to Section 11 (Toxicological Information) for further data on the effects of this product's components on test animals.

12.3 EFFECT OF MATERIAL ON AQUATIC LIFE:

The substance is harmful to aquatic organisms.

LC50 / 48 hours: 49 mg/L, Tap Water, 20 C (Bluegill sunfish)

LC50 / 48 hours: 100 - 330 mg/L, Aerated Water (Flounder)

12.4 MOBILITY IN SOIL

Mobility of this material has not been determined.

12.5 DEGRADABILITY

This product is completely biodegradable.

12.6 ACCUMULATION

Bioaccumulation of this product has not been determined.

SECTION 13. DISPOSAL CONSIDERATIONS

THE GENERATION OF WASTE SHOULD BE AVOIDED OR MINIMIZED WHEREVER POSSIBLE.

Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled.

Incineration or landfill should only be considered when recycling is not feasible.

This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers and liners may retain some product residues. Vapor from some product residues may create a highly flammable or explosive atmosphere inside the container. **DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE USED CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY BURST AND CAUSE INJURY OR DEATH.** Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Processing, use or contamination may change the waste disposal requirements. Do not dispose of on land, in surface waters, or in storm drains. Waste should be recycled or disposed of in accordance with regulations. Large amounts should be collected for reuse or consigned to licensed hazardous waste haulers for disposal.

ALL DISPOSAL MUST BE IN ACCORDANCE WITH ALL FEDERAL, STATE, PROVINCIAL, AND LOCAL REGULATIONS. IF IN DOUBT, CONTACT PROPER AGENCIES. EPA CHARACTERISTIC: D002

SECTION 14. TRANSPORT INFORMATION

MARINE POLLUTANT: No
DOT/TDG SHIP NAME: UN2796, Sulfuric acid, 8, PG-II
DRUM LABEL: Corrosive
CONTAINER LABEL: UN2796, Sulfuric acid, 8, PG-II
IATA / ICAO: UN2796, Sulfuric acid, 8, PG-II
IMO / IMDG: UN2796, Sulfuric acid, 8, PG-II
EMERGENCY RESPONSE GUIDEBOOK NUMBER: 157

SECTION 15. REGULATORY INFORMATION

15.1 EPA REGULATION:

SARA SECTION 311/312 HAZARDS: Acute Health, Reactivity

All components of this product are on the TSCA inventory.

SARA Title III Section 313 Supplier Notification

This product contains the indicated <*> toxic chemicals subject to the reporting requirements of Section 313 of the Emergency Planning & Community Right-To-Know Act of 1986 & of 40 CFR 372. This information must be included in all MSDSs that are copied and distributed for this material.

SARA TITLE III INGREDIENTS	CAS#	EINECS#	(REG. SECTION)	RQ(LBS)
*Sulfuric Acid	7664-93-9	231-639-5	(302,311,312,313)	1000

EXTREMELY HAZARDOUS SUBSTANCE (EHS): YES

15.2 STATE REGULATIONS:

COMPANY IDENTITY: Cascade Columbia Distribution Company
PRODUCT IDENTITY: SULFURIC ACID 50% (TECHNICAL GRADE)

SDS DATE: 11/13/2019
ORIGINAL: 04/07/2015

CALIFORNIA SAFE DRINKING WATER & TOXIC ENFORCEMENT ACT (PROPOSITION 65):

This product contains a chemical known to the State of California to cause cancer: Strong inorganic acid mists containing Sulfuric Acid.

15.3 INTERNATIONAL REGULATIONS

The identified components of this product are listed on the chemical inventories of the following countries:

Australia (AICS), Canada (DSL or NDSL), China (IECSC), Europe (EINECS, ELINCS), Japan (METI/CSCL, MHLW/ISHL), South Korea (KECI), New Zealand (NZIoC), Philippines (PICCS), Switzerland (SWISS), Taiwan (NECSI), USA (TSCA).

15.4 CANADA: WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

D2B: Irritating to skin / eyes.

E: Corrosive Material.

This product was classified using the hazard criteria of the Controlled Products Regulations (CPR). This Document contains all information required by the CPR.

SECTION 16. OTHER INFORMATION

16.1 HAZARD RATINGS:

HEALTH (NFPA): 3, HEALTH (HMIS): 3, FLAMMABILITY: 0, PHYSICAL HAZARD: 1
(Personal Protection Rating to be supplied by user based on use conditions.)

This information is intended solely for the use of individuals trained in the NFPA & HMIS hazard rating systems.

16.2 EMPLOYEE TRAINING

See Section 2 for Risk & Safety Statements. Employees should be made aware of all hazards of this material (as stated in this SDS) before handling it.

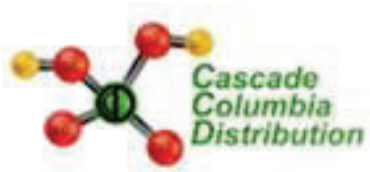
16.3 SDS DATE: 11/13/2019

NOTICE

The supplier disclaims all expressed or implied warranties of merchantability or fitness for a specific use, with respect to the product or the information provided herein, except for conformation to contracted specifications. All information appearing herein is based upon data obtained from manufacturers and/or recognized technical sources. While the information is believed to be accurate, we make no representations as to its accuracy or sufficiency.

Conditions of use are beyond our control, and therefore users are responsible for verifying the data under their own operating conditions to determine whether the product is suitable for their particular purposes and they assume all risks of their handling, and disposal of the product. Users also assume all risks in regards to the publication or use of, or reliance upon information contained herein.

This information relates only to the product designated herein, and does not relate to its use in combination with any other material or process.



California Proposition 65 Statement

Reviewed 5-28-2024

The following Cascade packaged products:

- Sulfuric Acid 50% 1.4 NSF

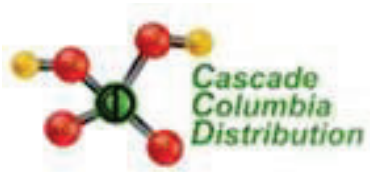
To the best of our knowledge and from the information disclosed from the basic ingredient manufacturers the listed products do not contain any contaminants or by products known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act (last update December 29, 2023) except for unavoidable traces of heavy metals.

Direct any questions to the QC manager at the number below.



SEATTLE OFFICE & WAREHOUSE 6900 FOX AVE. SOUTH, SEATTLE, WA 98108
SEATTLEONE (206)282-6334 • FAX (206)763-7523 • (800) 533-6334
PORTLAND METRO BRANCH • 14200 SW TUALATIN-SHERWOOD RD. • SHERWOOD, OR 97140
PORTLAND METRO PHONE (503)625-5293 • FAX (503) 625-4335 • (877) 625-5293





California Proposition 65 Statement

Reviewed 5-28-2024

The following Cascade packaged products:

- Sulfuric Acid 50% 1.4 NSF

To the best of our knowledge and from the information disclosed from the basic ingredient manufacturers the listed products do not contain any contaminants or by products known to the State of California to cause cancer or reproductive toxicity as listed under Proposition 65 State Drinking Water and Toxic Enforcement Act (last update December 29, 2023) except for unavoidable traces of heavy metals.

Direct any questions to the QC manager at the number below.



SEATTLE OFFICE & WAREHOUSE 6900 FOX AVE. SOUTH, SEATTLE, WA 98108
SEATTLEONE (206)282-6334 • FAX (206)763-7523 • (800) 533-6334
PORTLAND METRO BRANCH • 14200 SW TUALATIN-SHERWOOD RD. • SHERWOOD, OR 97140
PORTLAND METRO PHONE (503)625-5293 • FAX (503) 625-4335 • (877) 625-5293





**NORTHSTAR CHEMICAL INC.
CERTIFICATE OF ANALYSIS**

Date: 04-10-2024

LOT #2404048

Ship-To: Cascade Columbia Dist.

**6900 Fox Ave
Seattle, WA, 98108**

Lot Number: 64007-032924

Product: Sulfuric Acid 50%

Analytical Results:

Assay: 49.50 %

SPG: 1.379 @ 34 °C

Verified by JM

Any questions concerning this C of A please contact:

**Northstar Chemical
14200 SW Tualatin-Sherwood Road, Sherwood, OR 97140
Phone: (503) 625-3770 / Fax: (503) 625-1478**

Northstar  **Chemical**
SAFE. SECURE. TRUSTWORTHY.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

5/30/2024

Clerk's File #

OPR 2024-0525

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

WASTEWATER MANAGEMENT

Bid #**Contact Name/Phone**

KYLE 625-4647

Requisition #

PW ITB 6128-24

Contact E-Mail

KARRINGTON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4320 CONTRACT BURNER AND BOILER CONTROLS UPGRADE TO MCKINSTRY

Agenda Wording

Consent to award, PW ITB 6128-24 Burner and Boiler Controls upgrade contract with McKinstry Co. The term of the contract is scheduled to begin July 15th, 2024 and ending on March 31, 2025 with the total cost not including tax of \$369,800.00

Summary (Background)

PW ITB 6128-24 was issued to procure the burner and boiler controls upgrade contract. McKinstry was selected as the lowest responsive and responsible bidder. These boilers were installed in 1990 and replacement controls are no longer available and are not functioning properly.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 369,800.00

Current Year Cost \$ 369,800.00

Subsequent Year(s) Cost \$

Narrative

This replacement was planned in the CIP.

Amount**Budget Account**

Expense \$ 369,800.00

4320.43290.35148.54801.10088

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ARRINGTON, KYLE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

Paul Steinheiser paulst@mckinstry.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	rpwrfaccounting@spokanecity.org
tlester@spokanecity.org	rhillebrandt@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	6/24/24
Submitting Department	Wastewater Management/RPWRP
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award Burner and Boiler Controls upgrade #2 contract with McKinstry Co.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>PW ITB 6128-24 was issued to procure the burner and boiler controls upgrade #2 contract. McKinstry was selected as the lowest responsive and responsible bidder.</p> <p>These boilers were installed in 1990 and replacement controls are no longer available and are not functioning properly.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$369,800.00</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This was planned for in the CIP.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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. • 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? 	

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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



CITY OF SPOKANE - RPWRF
4401 N Aubrey L White Pkwy
Spokane, Washington 99205

BID TABULATION				
BID NUMBER	6128-24			
DESCRIPTION	Burner and Boiler Controls Upgrade - RPWRF			
	MCKINSTRY	ATLAS BOILER	MACMILLER	
BID	369,800.00	375,103.00	400,000.00	

PLEASE NOTE THIS TABULATION IS NOT
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED



MCLINTOCK AND TURK INC
491,788.00

T AN INDICATION OF AWARD RECOMMENDATION.
D TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS.



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **BURNER AND BOILER CONTROLS UPGRADE**

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 601 East Riverside Avenue, Suite 510, Spokane, Washington, 99202 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract for the Burner and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor was selected through PW-ITB 6128-24 issued by the City.

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

1. TERM OF CONTRACT.

The term of this Contract begins on June 15, 2024, and ends on March 31, 2025, 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 Contract 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 Contract is described in their Bid Response, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. 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 **Burner and Boiler Controls Upgrade at the Riverside Park Water Reclamation 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.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$369,800.00)**, excluding applicable sales 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 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. 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 Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

6. 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.

7. 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.

8. 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 bond and performance bond on the forms attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS.

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

10. 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.

11. 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.

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

13. DEBARMENT AND SUSPENSION.

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

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

15. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, 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.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. TERMINATION.

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

20. STANDARD OF PERFORMANCE.

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

21. ANTI KICK-BACK.

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

22. CONSTRUAL.

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

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

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

McKINSTRY, CO., LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title
Attest:

Title
Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Payment Bond
- Performance Bond
- Exhibit B - Contractor’s Bid Response

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/> 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)

PAYMENT BOND

We, **McKINSTRY, CO., LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$369,800.00)**, 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 **Burner and Boiler Controls Upgrade at the Riverside Park Water Reclamation Facility**. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

McKINSTRY, CO., LLC,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **McKINSTRY, CO., LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$369,800.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Burner and Boiler Controls Upgrade at the Riverside Park Water Reclamation 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 applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

McKINSTRY, CO., LLC,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

EXHIBIT B

Bid Response Summary

Bid Number PW ITB 6128-24
Bid Title Burner and Boiler Controls Upgrade– Riverside Park Water Reclamation Facility - Public Works
Due Date Tuesday, May 28, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company scottbe@mckinstry.com
Submitted By scottbe@mckinstry.com scottbe@mckinstry.com - Tuesday, May 28, 2024 12:19:08 PM [(UTC-08:00) Pacific Time (US & Canada)]
By scottbe@mckinstry.com
Comments

Question Responses

Group	Reference Number	Question	Response
Pre-Bid Site Visit			
	1	Pre-bid conference and walk through will be held on TUESDAY May 14th, 2024, at 10:00 AM. The location will be the Lobby Area of the Riverside Park Water Reclamation Facility, 4401 N Aubrey L. White Pkwy, Spokane, WA 99205.	I acknowledge and agree
	2	Bidder realizes if it did not Pre-Bid it will be non-responsive, and therefore, cannot submit a bid.	I acknowledge and agree
BACKGROUND AND PURPOSE			
	1	Bidder Acknowledges: The City of Spokane Riverside Park Water Reclamation Facility (COS RPWRF), operates a 24-hour/365 day per year and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I acknowledge and agree
	2	The COS RPWRF is seeking a CONTRACTOR to Upgrade the Burner and Boiler Controls. Project falls under Public Works, therefore Contractor shall/must be a Washington State registered "and" licensed Contractor and have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement at the time of bid submittal to be considered a responsive bidder.	I acknowledge and agree
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications, and familiarized the Work is to be performed.	I acknowledge and agree
	QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Mandatory) that is located the Documents Tab and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to ensure completion of the Work, unless waived by the City.	I acknowledge and agree
	QUALIFICATION	Supplemental Bidder Responsibility. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge and agree
	QUALIFICATION	Supplemental Bidder Responsibility Criteria Bidders can Download "Supplemental Bidder Responsibility Criteria Form with Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	AIA_Terms_Conditions_Subcontractors List_Bid Proposal.pdf

QUALIFICATION	Supplemental Bidder Responsibility Criteria After bid opening and prior to award, the apparent low bidder, or contacted bidders, shall complete, sign and submit this form with attached documentation within twenty-four (24) hours of notification.	I acknowledge and agree
QUALIFICATION	Bidder acknowledges that they have reviewed Bidder Responsibility Criteria (Supplemental) that is located the Documents Tab and acknowledges that bidders must meet criteria to be considered a responsible bidder.	I acknowledge and agree
AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
CONTRACT	The contract that is awarded from this ITB would be valid through March 31, 2025	I acknowledge and agree
CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement.	I acknowledge and I agree
EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I do not acknowledge and I do not agree
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
PAYMENT - Progress Payments Shall Include WA State Tax	Progress Payments would be made Net 30 after receipt of invoice. Progress Payments shall include Tax.	I acknowledge and agree
1	1ST PAYMENT 10% based on Contractor providing support materials have been ordered. Upon Receipt of Invoice Net 30.	I acknowledge and agree
2	2ND PAYMENT 10% based on Contractor providing support materials have been received by Contractor. Upon Receipt of Invoice Net 30.	I acknowledge and agree
3	If you took exception to any of the above, explain in detail.	Weishaupt burner manufacturer does not give a warranty for dual fuel digester gas burners, also digester gas would need to be cleaned & dry based on the report that was sent to the manufacturer for the current gas moisture content.

INVOICING	Invoices must be submitted to the Riverside Park Water Reclamation Facility. •Invoices shall reference and list OPR #2024-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be emailed to HBarnhart@spokanecity.org or mailed to Riverside Park Water Reclamation Facility, Attn: Warehouse Manager-Barnhart, 4401 N Aubrey L. White Pkwy, Spokane, WA 99205.	I acknowledge and agree
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered "and" licensed Contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by DECEMBER 31, 2024.	I acknowledge and I agree
LIQUIDATED DAMAGES	In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of \$500 per calendar day until the work is satisfactorily completed.	I acknowledge and agree
EXCEPTIONS	If you took exception to any of the above, explain in detail.	
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.	Bid Proposal.pdf
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
PERFORMANCE BOND AND PAYMENT BOND	The Contractor shall furnish, at its sole expense, a performance "and" a payment bond, each 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.	I acknowledge and agree
3.	Statutory retainage will be required	I acknowledge and I understand

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
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
4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is Monday, MAY 28, 2024.	I acknowledge and I understand
6.	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 understand
7.	The Contractor and any subcontractors will submit a Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an <input type="checkbox"/> Affidavit of Wages Paid certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and I understand
8.	The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.	I acknowledge and I understand
9.	As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and I understand

TECHNICAL REQUIREMENTS		
PERFORMANCE	The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the work described as the Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.	I acknowledge and I agree
SCOPE OF WORK -	Contractor shall be responsible for replacing the burner, burner gas lines and the controls for the boiler. This work includes, but is not limited to, replacing regulators, valves, upgrades to pneumatic to electronics.	I acknowledge and agree
SCOPE OF WORK	Bidder has reviewed Recent Digester Gas Sample Analysis posted in Documents Tab, the attachment is 29 pages.	I acknowledge and agree
GENERAL REQUIREMENTS		
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
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
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
PERMITS	The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	I acknowledge and agree
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
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
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

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
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
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
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
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands Bid #PW ITB 6128-24 posted in the Documents Tab, and 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 shall be an all-inclusive single, firm-fixed price, that includes all associated costs.	I acknowledge and 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
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	MCKINEL874CL
CONTRACTOR RESPONSIBILITY	U.B.I. Number	603259907001001
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	323-555-000
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	602-569-922
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	T11103486BUS

ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.	I acknowledge and I agree
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.	McKinstry Co, 601 E Riverside Ave, Suite 510 Spokane WA 99202 Scott Beach, scottbe@mckinstry.com, 208-277-8319
1	Please provide the name, phone number, and email address for the person in your Company that will potentially sign a contract through the DocuSign process used by the City.	Paul Steinheiser, 206-391-1673, paulst@mckinstry.com
2	Bid Proposal: Bidder must/shall complete Pages 10 - 12 of the PW ITB 6128-24 Bid Document (Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works) located in the Documents tab. Please save these three pages as one document as you will only be allowed to upload document here, failure to upload the completed list may result in a non-responsive determination to this request.	Bid Proposal.pdf
3	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here or bid "will be" considered non-responsive. (blank form available under the 'Documents' tab).	Signed Bid Bond.pdf
4	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	PW ITB 6128-24 Supplemental Bidder Responsibility.pdf
4.1	If subcontractors will be used, should bidder not have uploaded Subcontractor List, Bidder must submit subcontractor list, within one (1) hour after the published bid submittal time. Submit via email to: tlester@spokanecity.org, PurchasingProcurement@spokanecity.org Subject of email: PW ITB 6128-24 Subcontractor List.	I acknowledge and agree
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.	



HUB International Northwest, LLC
PO Box 3018, 12100 NE 195th Street, Suite 200
Bothell, Washington 98041-3018
(425) 489 - 4500 ♦ Fax (425) 485-8489

Attention: Jim S. Kuich

BID BOND RESULT FORM

CONTRACTOR: McKinstry Co., LLC
5005 3rd Ave. South
Seattle, WA 98134

BID DATE: 5/28/2024

OWNER: City of Spokane

PROJECT: Burner and Boiler Controls Upgrade- Riverside Park
Water Reclamation Facility - Public Works

The Surety asks that Bid Results be provided as soon as possible after the bid date. We would appreciate you completing this form and returning via email or fax at your earliest opportunity. Thank you!

	<u>CONTRACTOR</u>	<u>BID</u>
1st	_____	\$ _____
2nd	_____	\$ _____
3rd	_____	\$ _____

If you are *not* one of the three lowest bidders:

My Bid: _____ \$ _____

BID BOND


We, McKinstry Co., LLC as Principal,
and Western Surety Company as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the
payment of which we jointly and severally bind ourselves, and our legal representatives and
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make
timely award to the Principal for the Burner and Boiler Controls Upgrade – Riverside Park
Water Reclamation Facility - Public Works, according to the terms of the bid made by the
Principal; and the Principal shall, within the specified time, enter into a contract with the City of
Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null
and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability
exceed this bond's face amount.

SIGNED AND SEALED on 5/28/2024

AS PRINCIPAL


McKinstry Co., LLC

By: 

Title: CFO

A valid POWER OF
ATTORNEY must
accompany this bond.

Western Surety Company
AS SURETY

By: 
Attorney in Fact

Jim S. Kuich

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steve Wagner, Michael A Murphy, S M Scott, Theresa A Lamb, Heather L Allen, Jim W Doyle, Andy D Prill, Jim S Kuich, Chad M Epple, Sarah Behrens, Emma C Doleshel, Natalie C Chau, Individually

of Bothell, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2022.

WESTERN SURETY COMPANY



Paul T. Bruflat

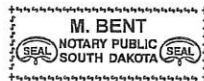
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of May, 2024



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



City of Spokane, Washington

Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.	
Project Name: Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works	
Project # PW ITB 6128-24	
Part A: General Company Information	
Company Name McKinstry Co., LLC	
Address 5005 3rd Ave S., Seattle, WA 98134	
Contact Name and Title Scott Beach, Sr. Account Executive	
Contact Phone 208-277-8319	Contact E-mail scottbe@mckinstry.com
Years in business as a Prime Contractor 63	Years in business as a sub-contractor
Years in business under present Name 63	
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	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project	
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?	
<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?	
<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?
<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. Utilization Requirements
In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.
Part H: 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?
<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 I. 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?
<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 J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. 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?
<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 L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<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 M: 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?
<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 N: 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?
<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 O: 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?

Yes 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.

Signature

The undersigned certifies and affirms that the bidder will comply with and notify its principles and subcontractors of the provisions of the Spokane Fair Elections Code, Chapter 01.07, SMC which is viewable at spokanecity.org.

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



05/24/2024

Printed Name of Authorized Representative

Title

Greg Feider

Operations Manager

Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Form Submittal:

Submit this form to Tanya tlester@spokanecity.org

with the Email Subject line: PW ITB 6128-24 Supplemental Bidder Form Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.

Questions: Please call (509) 625-6576

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

<p>Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.</p>			
<p>PROJECT DETAIL</p>			
<p>Bidder's Company Name</p>		<p>Bidders Contact Name & Phone Number</p>	
<p>Project Name</p>		<p>Project Contract Number</p>	
<p>Project Owner</p>		<p>Project Location</p>	
<p>Project Owner Contact Name & Title</p>		<p>Owner's Telephone Number</p>	
<p>Notice to Proceed Date</p>	<p>Final Completion Date</p>	<p>Awarded Contract Value</p>	<p>Final Contract Price</p>
<p>Prime Contractor Name (If Not Bidder)</p>		<p>Contractor Contact Name & Phone Number (If Not Bidder)</p>	
<p>Brief Project Description</p>			
<p>Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications</p>			

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: PW ITB 6128-24, Burner and Boiler controls Upgrade – Riverside Park Water Reclamation Facility - Public Works

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, 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 signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment, and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Bid \$ 369,800.00
(do not include Washington State Sales Tax)

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by March 31, 2025.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of five hundred (\$500.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. MCKIDEL 874 CL
(Must be in effect at time of bid submittal)

U.B.I. Number 60325 9907 001 0001

Washington Employment Security Department Number 323-555-000

Washington Excise Tax Registration Number 602-569-922

City of Spokane Business License Number T11103486BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: McKinstry Co

[Signature]
Signature of Bidder's Authorized Representative

Senior account executive
Title

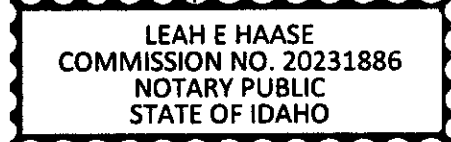
601 E Riverside Ave, Spokane WA 99202
Address

208-277-8319
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024
date

(Seal Or Stamp)



[Signature]
Signature of Notary Public

My appointment expires 04/24/2029

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses

and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024
date

(Seal Or Stamp)



Leah E Haase
Signature of Notary Public

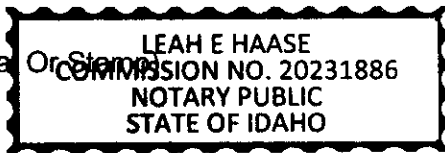
My appointment expires 04/24/2029

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024
date

(Seal Or Stamp)



Leah E Haase
Signature of Notary Public

My appointment expires 04/24/2029

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: PW ITB 6128-24, Burner and Boiler controls Upgrade – Riverside Park Water Reclamation Facility - Public Works

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, 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 signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment, and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Bid \$ 369,800.00
(do not include Washington State Sales Tax)

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by March 31, 2025.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of five hundred (\$500.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. MCKIDEL 874 CL
(Must be in effect at time of bid submittal)

U.B.I. Number 60325 9907 001 0001

Washington Employment Security Department Number 323-555-000

Washington Excise Tax Registration Number 602-569-922

City of Spokane Business License Number T11103486BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: McKinstry Co

[Signature]
Signature of Bidder's Authorized Representative

Senior account executive
Title

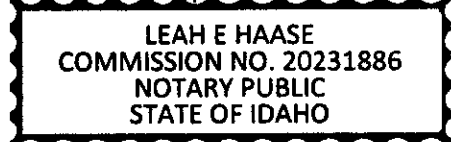
601 E Riverside Ave, Spokane WA 99202
Address

208-277-8319
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024
date

(Seal Or Stamp)



[Signature]
Signature of Notary Public

My appointment expires 04/24/2029

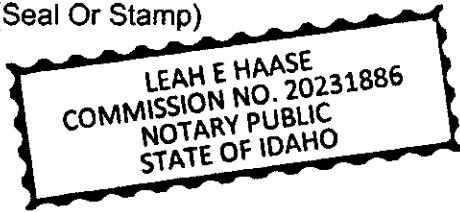
IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses

and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024
date

(Seal Or Stamp)



Leah E Haase
Signature of Notary Public

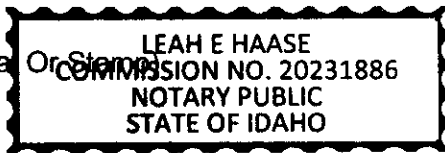
My appointment expires 04/24/2029

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024
date

(Seal Or Stamp)



Leah E Haase
Signature of Notary Public

My appointment expires 04/24/2029



CITY OF SPOKANE - PURCHASING
915 N Nelson St.
Spokane, Washington 99202
(509) 625-6527

PW INVITATION TO BID

<p>PW ITB NUMBER: 6128-24</p> <p>TITLE: Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works</p> <p>BID COORDINATOR: Tanya Lester, City of Spokane Purchasing Department</p> <p>QUESTION DEADLINE: Friday May 17, 2024 at 5:00 pm</p>	<p>PROPOSAL DUE DATE: Tuesday May 28, 2024</p> <p>TIME: 1:00 pm pst</p> <p><u>Bid Submittal:</u> All Bids shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.</p>
--	---

BID SUBMITTED BY:

COMPANY McKenstry Co

MAILING ADDRESS 601 E Riverside Ave
Spokane wa 99202

PHYSICAL ADDRESS 601 E Riverside Ave
Spokane wa 99202

PHONE NUMBER 208-277-8319

E-MAIL ADDRESS Scottbe@mckenstry.com

Tanya Lester

**Tanya Lester
Procurement
Specialist
Purchasing**

CITY OF SPOKANE
REQUEST FOR PUBLIC WORKS BID
USING AIA FORM A201 – 2007
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
REVISED MARCH 18, 2014

INSTRUCTIONS TO BIDDERS

1. **SUBMISSION OF BIDS.**

Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <https://spokane.procurement.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.

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. on the bid opening date.

Sealed Bids will be opened at the 1:15 p.m. public bid opening via Teams meeting on Tuesday, May 28, 2024, to Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.

To participate in bid opening, please visit the City's website at <https://my.spokanecity.org/administrative/purchasing/> for the link to attend virtually and/or phone number to attend by telephone.

2. **BIDDERS' REPRESENTATION.**

Each bidder by making its bid represents that it has read and understands the bidding documents. Each bidder by making its bid represents that it has visited the site and familiarized itself with the local conditions under which the work is to be performed.

3. **SUBSTITUTIONS.**

A. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents.

B. No substitution will be considered.

4. **INTERPRETATION.**

If a bidder discovers any errors, discrepancies or omissions in the bid specifications, or has any questions about the specifications, it shall notify the City department representative in writing. Any addenda issued by the City will be incorporated into the contract.

5. **WITHDRAWAL OF BIDS.**

The bidder may make written request to the City for withdrawal of a sealed electronic bid prior to the scheduled opening. Unless otherwise specified, no bid may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

6. **BIDDER PREQUALIFICATION.**

Prior to the award of contract, the apparent successful bidder shall be required to submit evidence of sufficient facilities, equipment, workers with formal and verifiable experience and training in landfill repairs and /or construction projects of similar type and equivalent or larger nature, size, and scope to this project as outlined in detail within project technical specifications, unless waived by the City.

7. **BID SECURITY.**

The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned

with executed payment and performance bonds, the other bid security will be released.

8. **AWARD OF CONTRACT.**

Award of contract, when made by the City, will be to the lowest responsive responsible bidder. Unsuccessful bidders will not automatically be notified of results.

9. **RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS.**

A. In accordance with RCW 39.04.380 effective *March 30, 2012*, the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.

B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

10. **BIDDER RESPONSIBILITY CRITERIA (MANDATORY).**

Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1) Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;

2) Have a Washington Employment Security Department number, as required in title 50 RCW;

3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.

D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out

of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and

- F. Until December 31, 2013, not have violated RCW 39.04.370 "*Off-Site Prefabricated Non-Standard Project Specific Items*" reporting requirements more than one time as determined by the department of labor and industries.
- G. 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.).
- H. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.
- I. Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC
- J. 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:
 - Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
 - 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.

This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.

11. BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL). – Applies to Removal and Installation.

A bidder will be deemed not responsible if:

- A. the bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or
- B. the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting bidder

of its decision.

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty-four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other bidders as well, and to request further documentation as needed to assess the bidder's responsibility.

The basis for evaluation of bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with reasons for the determination. If the bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the bidder before issuing its subsequent determination. If the bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bidder determined to be not responsible has received the final determination.

12. **REJECTION OF BIDS.**

The City reserves the right to reject any or all bids, to waive minor deviations from the specifications, to waive minor informalities in bidding, whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

13. **CONTRACTOR REGISTRATION.**

The City is prohibited from executing a contract with a contractor who is not registered or licensed as required by state law.

14. **EXECUTION OF CONTRACT.**

Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.

15. **PUBLIC WORKS REQUIREMENTS.**

The scope of work for this project constitutes a public work under state law. Bidders are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids.

16. **ELECTRONIC BID INSTRUCTIONS.**

Bidders must go online to the City's Bidding Portal (<https://spokane.procurement.com>) to submit bid prices and other documentation as requested. Bidders are asked to read the Welcome Screen and register if they have not done so previously. Once on the bidding portal, follow the steps below to enter the **electronic bid**:

- I. Click on **"Bids"** located on the left-hand column.
- II. Find the applicable project and click the **"Project Number"**.
- III. Click on the **"Response"** tab.
- IV. In the "Questions" tab, upload required scanned documents into the bid portal by clicking on **"Browse"** for each item.
- V. Click on the **"Pricing"** tab and enter pricing as requested. A **"Comment"** field is available if needed.
- VI. Once both the Questions and Pricing information has been entered, the yellow **"Question Response and Pricing Response"** information message will change from incomplete to complete. Then the **"Submit"** button will become available.
- VII. Click the **"Submit Bid"** button and review the terms and conditions, popup window that appears. If you agree to the terms and conditions, click the **"I Accept and Submit this Bid"** button.
- VIII. If you want to remove your bid, click the red **"Withdraw Bid"** button in the **"Response"** tab for the appropriate bid.

17. **PROPRIETARY INFORMATION/PUBLIC DISCLOSURE.**

All materials submitted to the City in response to this competitive procurement shall become the property of the City.

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.

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.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

SCOPE OF WORK

1. PERFORMANCE.

The Contractor will do all work, furnishing of all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization, and other items of work and costs necessary for the proper performance and completion of the described as Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works.

2. ATTACHMENTS.

- ✓ • Bid proposal
- • Technical Specification Sheet
- ✓ • Subcontractor List (to be completed)
- ✓ • Bid Bond Form (to be completed)
- • AIA General Conditions
- ✓ • Supplemental Bidder Responsibility Criteria & Work Experience Form (to be completed)
- • Terms and Conditions

3. SCOPE OF WORK.

The Contractor is responsible for:

-Replacing Weishaupt burner #2 with a burner that meets all Spokane regional Clean Air Act codes and regulations

-Replacing natural gas line and all regulators and valves up the burner

-Replacing digester gas lines and valves up to the burner

- Gas piping line will be stainless steel.
- Replacement will begin after the isolation valve; the existing isolation valve will remain in place.

-Upgrading all burner controls safety valves

- All controls are to be replaced but the Control Box can be used, as long as it connects to the overall Control System.

-Upgrading all pneumatics to electronics

-Burner must be able to work with Digester Gas and meet all Spokane regional Clean Air Act codes and regulations.

-Boiler controls must be able to be connected to SCADA for monitoring purposes

- SCADA communication protocol is Ethernet TCP/IP
- SCADA data points are: Feed water flow rate, Steam pressure, and Firing rate

-Dispose of removed items and debris.

Safety: The Contractor shall follow all plant safety protocol when working in the facility. An initial safety orientation class (approx. 30 min) conducted by the RPWRF Safety Captain is required for all Contractor staff performing work in the plant.

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: PW ITB 6128-24, Burner and Boiler controls Upgrade – Riverside Park Water Reclamation Facility - Public Works

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, 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 signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment, and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Bid \$ 369,800.00
(do not include Washington State Sales Tax)

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated bid due date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by March 31, 2025.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of five hundred (\$500.00) per calendar day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. MCKIDEL874CL
(Must be in effect at time of bid submittal)

U.B.I. Number 603259907 001 0001

Washington Employment Security Department Number 323-555-000

Washington Excise Tax Registration Number 602-569-922

City of Spokane Business License Number T11103486 BUS

(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: McKinstry Co

[Signature]
Signature of Bidder's Authorized Representative

Senior account executive
Title

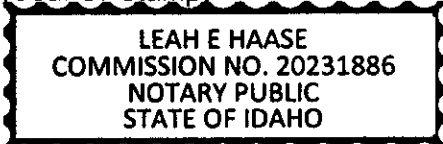
601 E Riverside Ave, Spokane WA 99202
Address

208-277-8319
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024
date

(Seal Or Stamp)



[Signature]
Signature of Notary Public

My appointment expires 04/24/2029

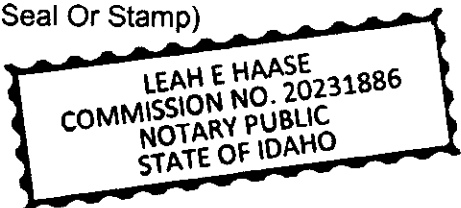
IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses

and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024
date

(Seal Or Stamp)



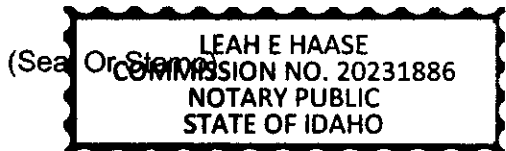
Leah E Haase
Signature of Notary Public

My appointment expires 04/24/2029

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 5/28/2024
date



Leah E Haase
Signature of Notary Public

My appointment expires 04/24/2029

SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB 6128-24, Burner and Boiler Controls Upgrade – Riverside Park Water Reclamation Facility - Public Works

This form is to be submitted with the Bid Proposal, or within one (1) hour after the published bid submittal time.

RCW 39.30.060 (as amended) states:

"Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void." (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): McKrastry

Work to be performed: Complete scope of work

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): McKrastry

Work to be performed: Complete Scope

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): " "

Work to be performed: " "

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): " "

Work to be performed: " "

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): " "

Work to be performed: " "

STANDARD TERMS AND CONDITIONS

1. PATENTS, TRADEMARKS AND COPYRIGHTS

The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold Purchaser harmless in the event of any infringement or claim thereof.

2. TITLE

The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

3. COMPLIANCE WITH LAWS

The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

4. CONTRACT DISPUTES

Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington.

5. OVERCHARGES

The Vendor assigns to the Purchaser any claims for anti-trust violations or overcharges relating to items purchased in filling the Purchaser's orders. The Vendor warrants that its suppliers will also assign any such claims.

6. WARRANTIES

The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the Purchaser.

7. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the Purchaser.

8. 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, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

8a. The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 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.

9. SAVE HARMLESS

Vendor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors, howsoever caused.

10. TAXES

- FEDERAL. The Purchaser is exempt from federal excise taxes. Exemption certificates will be furnished on request.

- **SALES TAX.** The City of Spokane is required to pay Washington State Sales/Use Tax on all purchases. All bidders whether inside or outside the State of Washington shall show the tax rate applicable to this quote. All taxes payable by the City of Spokane as a result of this contract are considered a part of the quote evaluation. Washington State Sales Tax is payable by the City of Spokane direct to the State of Washington on awards made to out-of-state vendors who do not have a Washington State Sales Tax Number. If you have any questions concerning the appropriate rate, contact the Washington State Department of Revenue (509) 482-3800.
- Business, occupational and personal property taxes are the responsibility of the Vendor.

11. ASSIGNMENTS

The provisions or monies due under the contract or purchase order shall be assignable only with the prior consent of Purchasing.

12. CHANGES

No alteration in any of the terms, conditions, delivery, price, quality or specifications of items ordered will be effective without the written consent of Purchasing.

13. DEFAULT

The Vendor agrees that if a law suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged to be in default, he/she shall pay to the Purchaser all costs and expenses, expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. Venue shall be in the County of Spokane, Washington.

14. REJECTION

All items purchased herein are subject to approval by the Purchaser. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the Purchaser or returned, will be at the Vendor's risk and expense.

15. TERMINATION

In event of a breach by Vendor of any of the provisions of this order, Purchaser reserves the right to terminate upon immediate oral or written notification to the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.

16. NON-WAIVER

No delay or waiver, by either party, to exercise any contractual right shall be considered as a waiver of such right or any other right.

17. SEVERABILITY

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

18. MINORITY BUSINESS OPPORTUNITIES

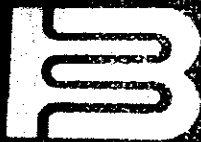
Purchaser actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

19. FREIGHT TERMS

- Vendor/Contractor is responsible for all freight cost.
- Risk of Loss. Regardless of F.O.B. point, Vendor/Contractor 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/Contractor from any obligation hereunder.

20. VENDOR'S COOPERATION

The Vendor shall communicate with City of Spokane Purchasing and shall actively cooperate in all matters pertaining to this contract or purchase in any way Purchasing may direct to the end that the Purchaser shall receive efficient and satisfactory service.



BRYAN



FLEXIBLE TUBE BOILERS

MODEL NO **RV600 3 FD65G** YEAR BUILT **1990**
 SERIAL NO **89144** BRYAN NO **891389**
 INPUT MAX / MIN **6000 / 3000** MBH NET WT **28636**
 OUTPUT **4300** MBH RELIEF VALVE SETTING **150**
 HTG SURFACE **723** SQ FT MIN RELIEF VALVE CAP **7230**
 MAX WP WATER **150** PSIG MAX WP STEAM **150** PSIG

NATURAL GAS DATA

MAXIMUM INPUT **5000** CFH MINIMUM INPUT **3000** CFH
 SUPPLY PRESSURE MINIMUM **14** IN WC MAXIMUM **1** PSIG
 MANFOLD PRESSURE **8** IN WC ORIFICE SIZE **9/32** DMS

MAXIMUM INPUT **5000** CFH MINIMUM INPUT **3000** CFH
 SUPPLY PRESSURE MINIMUM **2 PSIG** IN WC MAXIMUM **2** PSIG
 MANFOLD PRESSURE **1** IN WC ORIFICE SIZE **9/32** DMS

OIL DATA

MAXIMUM INPUT **100** GPH MINIMUM INPUT **100** GPH

CONTROL CIRCUIT VOLTAGE **120** VASE **1** CYCLES **60** AMPS **1**
 MOTOR CIRCUIT VOLTAGE **240** PHASE **3** CYCLES **60** AMPS **1**

DO NOT INSTALL ON COMBUSTIBLE FLOORING

BRYAN STEAM CORPORATION

PERU IN

SK 1456-1

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/24/2024

Clerk's File #

OPR 2024-0526

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 625-7706

Requisition #

VB

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

MCATHCART ZZAPPONE BWILKERSON

Agenda Item Name

5100 - VALUE BLANKET PURCHASE WITH POMP'S TIRE

Agenda Wording

Fleet Services would like to contract with Pomp's Tire for the purchase of tires and tire related products utilizing the Washington State DES Contract. This will be a 2-year VB with the option of (3) 1-year extensions for an annual expend \$800

Summary (Background)

Pomp's has been the City's tire supplier for approximately two years and have proven themselves to be reliable and provide exceptional value. New value blanket is to coincide with Washington DES' current contract term.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 800,000.00

Current Year Cost \$ 800,000.00

Subsequent Year(s) Cost \$ 800,000.00

Narrative

This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.

Amount**Budget Account**

Expense \$ 800,000.00

5100-71700-48348-53211-55680

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

RUSSELL, ADAM T.

Division Director

BOSTON, MATTHEW

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

jason.jeffries@pompstire.com

rgiddings@spokanecity.org

atrussell@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

Council Briefing Paper Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	509-625-7706
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase Contract with Pomp’s Tire
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services would like to contract with Pomp’s Tire for the purchase of tires and tire related products utilizing the Washington State DES Contract. This will be a two year contract with the option of three one year extensions for an annual expenditure not to exceed \$800,000.</p> <p>Pomp’s has been the City’s tire supplier for approximately two years and have proven themselves to be reliable and provide exceptional value. New contract is to coincide with Washington DES’ current contract term.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$800,000</u></p> <p style="padding-left: 20px;">Current year cost: \$800,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$800,000</p> <p>Narrative: <u>This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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? Data will not be collected. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Tire purchase and labor costs are collected to compare with other vendor options.
- 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? Aligns with City Centralized Fleet Policy

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Subcommittee for this topic does not exist.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd 6/24/2024

Clerk's File # OPR 2024-0527

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept	FLEET SERVICES	Bid #	
------------------------	----------------	--------------	--

Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	MASTER
---------------------------	------------------------	----------------------	--------

Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
-----------------------	---------------------------	--	--

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	MCATHCART	ZZAPPONE	BWILKERSON
---------------------------	-----------	----------	------------

Agenda Item Name	5100 - SERVICE CONTRACT WITH POMP'S TIRE		
-------------------------	--	--	--

Agenda Wording

Fleet Services would like to contract with Pomp's Tire for tire services utilizing the Washington State DES Contract. This will be a two-year contract with the option of three one-year extensions for an annual expenditure not to exceed \$380,000.

Summary (Background)

Pomp's has provided tire service to the City for approximately two years and have proven themselves to be reliable and provide exceptional value. New service contract is to coincide with Washington DES' current contract term.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 380,000.00
------------	---------------

Current Year Cost	\$ 380,000.00
-------------------	---------------

Subsequent Year(s) Cost	\$ 380,000.00
-------------------------	---------------

Narrative

This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.

Amount

Budget Account

Expense	\$ 380,000.00	# 5100-71700-48348-54803-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

RUSSELL, ADAM T.

Division Director

BOSTON, MATTHEW

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

jason.jeffries@pompstire.com

rgiddings@spokanecity.org

atrussell@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

Council Briefing Paper Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	509-625-7706
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Service Contract with Pomp’s Tire
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services would like to contract with Pomp’s Tire for tire services utilizing the Washington State DES Contract. This will be a two-year contract with the option of three one-year extensions for an annual expenditure not to exceed \$380,000.</p> <p>Pomp’s has provided tire service to the City for approximately two years and have proven themselves to be reliable and provide exceptional value. New service contract is to coincide with Washington DES’ current contract term.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$380,000</u></p> <p style="padding-left: 20px;">Current year cost: \$380,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$380,000</p> <p>Narrative: <u>This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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? Data will not be collected. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Tire purchase and labor costs are collected to compare with other vendor options.
- 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? Aligns with City Centralized Fleet Policy

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Subcommittee for this topic does not exist.



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **MISCELLANEOUS TIRE SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **POMP TIRE SERVICES**, whose address is 1505 North Hough Street, Spokane, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Miscellaneous Tire Services. Company was selected through Washington State Contract No. 00519. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2024, and shall run through June 30, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **THREE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$380,000.00)**, plus applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **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.

4. TAXES, FEES AND LICENSES.

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

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. 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 Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this 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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This 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 Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. 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.

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.

POMP TIRE 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 that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
24-114

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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/24/2024

Clerk's File #

OPR 2024-0528

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

FLEET SERVICES

Bid #

PW ITB 6108-24

Contact Name/Phone

RICK GIDDINGS 625-7706

Requisition #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART ZZAPPONE BWILKERSON

Agenda Item Name

5100 - CONTRACT WITH MCLINTOCK AND TURK FOR CNG FUELING SITE

Agenda Wording

Fleet Services would like to contract with McLintock and Turk for the Expansion of the City's CNG Fueling site. The work will be completed in three phases taking place over 3 years. (2024, 2025, and 2026).

Summary (Background)

PW ITB 6108-24 was issued in May and McClintock and Turk was the only responsive bidder. Phase 2 (2024) cost is \$84,220. Phase 3 (2025) cost is \$94,496. Phase 4 (2026) is \$122,213. Total cost is \$300,929 plus applicable sales tax. This work is necessary to meet Solid Waste Collections CNG fueling needs as new CNG units enter the fleet.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 300,929.00

Current Year Cost \$ 84,220.00

Subsequent Year(s) Cost \$ 216,709.00

Narrative

ITB was issued in May and McClintock and Turk was the only responsive bidder. Bid came in 9% below the Engineer's Estimate of \$330,000.

Amount**Budget Account**

Expense \$ 300,929.00

4500-45900-94000-56301-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GIDDINGS, RICHARD

Division Director

BOSTON, MATTHEW

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

darin@mcturk.net

rgiddings@spokanecity.org

atrussell@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

jsalstrom@spokanecity.org

Council Briefing Paper Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	509-625-7706 rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract with McLintock and Turk for CNG Fueling Site Expansion
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services would like to contract with McLintock and Turk for the Expansion of the City’s CNG Fueling site. The work will be completed in three phases taking place over 3 years. (2024, 2025, and 2026). PW ITB 6108-24 was issued in May and McClintock and Turk was the only responsive bidder. Phase 1 (2024) cost is \$84,220. Phase 2 (2025) cost is \$94,496. Phase 3 (2026) is \$122,213. Total cost is \$300,929 plus applicable sales tax.</p> <p>This work is necessary to meet Solid Waste Collections CNG fueling needs as new CNG units enter the fleet.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$300,929</u></p> <p style="padding-left: 20px;">Current year cost: \$84,220</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$216,709</p> <p>Narrative: <u>ITB was issued in May and McClintock and Turk was the only responsive bidder. Bid came in 9% below the Engineer’s Estimate of \$330,000.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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? Data will not be collected. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Costs have been compared to historical cost for similar work at the site.
- 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? Meets with City Centralized Fleet Policy.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No subcommittee exists for this topic.



City of Spokane

PUBLIC WORKS CONTRACT

Title: **NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT – PHASES 2, 3, AND 4**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **McCLINTOCK & TURK, INC.**, whose address is 516 North Sycamore Street, Spokane, Washington 99220 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT – PHASES 2, 3, AND 4**, selected via PW ITB 6108-24.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor’s completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor’s Response to PW ITB (Exhibit B). These contract documents are on file at the Fleet Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on August 1, 2024, and ends on December 31, 2026, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED THOUSAND NINE HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$300,929.00)**, plus sales tax if applicable, 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 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

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

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

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

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

Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

13. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved

apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

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

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September

- 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

approval, which shall not be unreasonably withheld. The City's approval does not release the Contractor from its obligations under this Contract.

McCLINTOCK & TURK, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Exhibit A - Certification Regarding Debarment
 - Exhibit B – PW ITB 6108-24 and Contractor's Response
 - Payment Bond
 - Performance Bond
- 24-113

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

EXHIBIT B

THE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #6108-24 NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT –
PHASES 2, 3 & 4

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, 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 signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

PHASE 2 BID:	\$ 84,220.00 <hr/> <small>(do not include Washington State Sales Tax)</small>
PHASE 3 BID:	\$ 94,496.00 <hr/> <small>(do not include Washington State Sales Tax)</small>
PHASE 4 BID:	\$ 122,213.00 <hr/> <small>(do not include Washington State Sales Tax)</small>

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work for Phase 2 under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by October 1, 2024.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of zero (\$0.0) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. MC-CL-IT*370NO
(must be in effect at time of bid submittal)

U.B.I. Number 328 - 040 - 432

Washington Employment Security Department Number 221002003

Washington Excise Tax Registration Number 328 - 040 - 432

City of Spokane Business License Number T12009987BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: McClintock & Turk Inc.

Darin Solberg
Signature of Bidder's Authorized Representative

Project Manager
Title

516 N. Sycamore, Spokane Wa 99202
Address

(509) 535-7641
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp) _____
Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On May 30, 2024
date

(Seal Or Stamp)



Susan Bates
Signature of Notary Public

My appointment expires 7/1/2026

SUBCONTRACTOR LIST

City of Spokane Project Name: PW ITB 6108-24 NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT – PHASE 2, 3 & 4

This form is to be submitted with the Bid Proposal.

RCW 39.30.060 (as amended) states:

“Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work ... shall require each prime contract bidder to submit as part of the bid, or within one (1) hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work.

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void. (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): McClintock & Turk Inc.

Work to be performed: Installation of TF posts, hoses & tubing

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work) _____

Work to be performed: _____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed: _____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed: _____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

Work to be performed: _____

BID BOND

We, McClintock & Turk, Inc as Principal,
and Old Republic Surety Company as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal
corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the
payment of which we jointly and severally bind ourselves, and our legal representatives and
successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make
timely award to the Principal for the

Nelson Facility CNG Fuel System Expansion Project Phases 2, 3 & 4

according to the terms of the bid made by the Principal; and the Principal shall, within the
specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to
the City, if required, then this obligation shall be null and void; otherwise it shall remain in full
force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on May 28, 2024

AS PRINCIPAL

McClintock & Turk, Inc

By: [Signature]

Title: President

A valid POWER OF
ATTORNEY must
accompany this bond.

Old Republic Surety Company
AS SURETY

By: [Signature]

Jennifer Martinez Ibarra Attorney in Fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Jennifer Martinez Ibarra

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: McClintock & Turk, Inc.

Obligee: City of Spokane

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic

and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 28th day of May, 2024.

Karen J. Haffner
Assistant Secretary

PAYMENT BOND

We, **McCLINTOCK & TURK, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THOUSAND NINE HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$300,929.00)**, plus sales tax if applicable, 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 **NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT – PHASES 2, 3, AND 4**, selected via PW ITB 6108-24. If the principal shall:

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

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

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

SIGNED AND SEALED on _____.

McCLINTOCK & TURK, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **McCLINTOCK & TURK, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THOUSAND NINE HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$300,929.00)**, plus sales tax if applicable, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **NELSON FACILITY CNG FUEL SYSTEM EXPANSION PROJECT – PHASES 2, 3, AND 4**, selected via PW ITB 6108-24. If the principal shall:

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

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

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

SIGNED AND SEALED on _____

McCLINTOCK & TURK, INC.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd 5/29/2024

Clerk's File # OPR 2019-0885

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept	FLEET SERVICES	Bid #	RFP #5153-20
------------------------	----------------	--------------	--------------

Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	CR26381
---------------------------	------------------------	----------------------	---------

Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
-----------------------	---------------------------	--	--

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	MCATHCART	BWILKERSON	ZZAPPONE
---------------------------	-----------	------------	----------

Agenda Item Name	5100 - RACOM VEHICLE COMMISSIONING CONTRACT RENEWAL		
-------------------------	---	--	--

Agenda Wording

Fleet is seeking contract renewal number 4 of 4 with Racom Inc. for commissioning, radio, and electrical equipment installation for fleet vehicles. Annual expenditure is not to exceed \$150,000.

Summary (Background)

Fleet is seeking contract renewal number 4 of 4 with Racom Inc. for commissioning, radio, and electrical equipment installation for fleet vehicles. Annual expenditure is not to exceed \$150,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 150,000.00
------------	---------------

Current Year Cost	\$ 150,000.00
-------------------	---------------

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

An IRFP was issued in 2020 for commissioning services with Racom being recommended for award through an evaluation committee.

Amount

Budget Account

Expense	\$ 150,000.00	# 5100-71700-48348-54803-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GIDDINGS, RICHARD

Division Director

BOSTON, MATTHEW

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

Adam.Crippen@racom.net

rgiddings@spokanecity.org

atrussell@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

Brandon.Grimmett@racom.net

Council Briefing Paper Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@gmail.com
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Racom Vehicle Commissioning Contract Renewal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Fleet is seeking contract renewal number 4 of 4 with Racom Inc. for commissioning, radio, and electrical equipment installation for fleet vehicles. Annual expenditure is not to exceed \$150,000.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$150,000</u> Current year cost: \$150,000 Subsequent year(s) cost: \$0	
Narrative: An IRFP was issued in 2020 for commissioning services with Racom being recommended for award through an evaluation committee.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • 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? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Cost and workmanship are compared with similar in house services to ensure value and quality. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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? Aligns with Centralized Fleet Policy.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Subcommittee is not in place for this topic.



City of Spokane
CONTRACT RENEWAL 4 of 4
Title: INSTALLATION OF RADIO & ELECTRICAL EQUIPMENT IN VEHICLES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **RACOM CRITICAL COMMUNICATIONS**, whose address is 16610 East Sprague Avenue, Spokane Valley, Washington 99037 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein Company agreed to provide the INSTALLATION OF RADIO & ELECTRICAL EQUIPMENT IN VEHICLES; and

WHEREAS, the original Contract provided for four one (1) year renewals with this being the final of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 29, 2019 and November 5, 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 TERM.

This Contract Renewal shall become effective on January 1, 2024 and shall run through December 31, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$150,000.00)**, for everything furnished and done under this optional use Contract Renewal. The rate for labor is \$130.00 per hour. 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 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

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

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

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Agenda Sheet for City Council:

Committee: PIES **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd 6/24/2024

Clerk's File # OPR 2024-0529

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept	ENGINEERING SERVICES	Bid #	IRFP 6151-24
------------------------	----------------------	--------------	--------------

Contact Name/Phone	DAN BULLER (509) 625-6391	Requisition #	
---------------------------	---------------------------	----------------------	--

Contact E-Mail	DBULLER@SPOKANECITY.ORG		
-----------------------	-------------------------	--	--

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	0370 - CONTRACT FOR HIGH-SPEED LARGE FORMAT PRINTING AND BINDING		
-------------------------	--	--	--

Agenda Wording

Contract with Abadan Reprographics (Spokane, WA) for high-speed, large-format printing and binding services for Engineering Services from July 1, 2024 through June 30, 2026-\$125,000 annually (including tax).

Summary (Background)

Informal Request for Proposals #6151-24 for a wide range of high-speed, large-format printing and binding services for the engineering drawings and standard specification books to be used for the construction of Public Works projects. Funds expended under this master contract are billed to the various public works projects. These technical documents are used by contractors, surveyors and other professional staff for projects to be constructed.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 125,000

Current Year Cost \$ 65,000

Subsequent Year(s) Cost \$ 125,000

Narrative

Amount

Budget Account

Expense	\$ 125,000	# Various
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	BULLER, DAN
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

Dan Mouchett mouchett@abadanspokane.com	eraea@spokanecity.org
bpatrick@spokanecity.org	publicworksaccounting@spokanecity.org
ddaniels@@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	June 24, 2024
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , (509) 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract for High-Speed Large Format Printing and Binding Services
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Informal Request for Proposals #6151-24 had one response that were evaluated by a committee. This RFP was for a wide range of high-speed, large-format printing and binding services for the engineering drawings and standard specification books to be used for the construction of Public Works projects.</p> <ul style="list-style-type: none"> Abadan Reprographics was selected from responses. The duration of the contract will be two years with three optional one-year extensions. Funds expended under this master contract are billed to the various public works projects. These technical documents are used by contractors, surveyors and other professional staff for projects to be constructed.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$125,000 annually</u> Current year cost: \$65,000 Subsequent year(s) cost: \$125,000 each year</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? City of Spokane Engineering Capital Projects</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> 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. 	

- 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?

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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



City of Spokane
PERSONAL SERVICES AGREEMENT
Title: **REPROGRAPHIC SERVICES
FOR ENGINEERING SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ABADAN REPROGRAPHICS**, whose address is 603 East 2nd Avenue, Spokane, Washington, 99202, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Reprographic Services for Engineering Services in accordance with Informal Request for Proposal No. 6151-24, and the Company’s Proposal dated June 11, 2024, in response to the Informal Request for Proposals, which is attached as Exhibit B. In the event of a conflict between Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2024, and shall run through June 30, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for three (3) additional one-year contract periods, subject to mutual agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,00.00)**, not including tax and in accordance with the Pricing Form attached in Exhibit B, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. **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.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. 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 Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;
- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this 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 Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This 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 Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. 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.

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.

ABADAN REPROGRAPHICS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding debarment
- Exhibit B – Informal Request for Proposals, and the Response dated June 11, 2024.

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.

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

EXHIBIT B

IRFP #6151-24 – ATTACHMENT 2 – PRICING FORM

Provide pricing as an all-inclusive unit price for all costs for services offered:

1. A typical Engineering Services comb-bound specifications “book” in black print (no color ink) which for purposes of this IRFP shall be defined as follows:

Page name	Color	Weight	Size	Number of sheets	Sided	Price
Cover Front/Back	Blue	50 lb	8.5x11	2	Single	\$
Addenda Summary	Green	20 lb	8.5x11	1	Single	\$
Addenda pages	White	20 lb	8.5x11	20	Double	\$
Table of Contents	Blue	20 lb	8.5x11	5	Double	\$
Call for bid & Division 1	White	20 lb	8.5x11	45	Double	\$
Division 2 – Division 9	Yellow	20 lb	8.5x11	30	Double	\$
Appendix A Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix A items	White	20 lb	8.5x11	20	Double	\$
			11x17	20	Single	\$
Appendix B Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix B items	White	20 lb	8.5x11	5	Single	\$
Appendix C Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix C items	White	20 lb	8.5x11	15	Double	\$
Appendix D Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix D items	White	20 lb	8.5x11	20	Double	\$
			11x17	10	Single	\$
Appendix E Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix E items	White	20 lb	8.5x11	30	Double	\$
			11x17	15	Single	\$
Appendix F Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix F items	White	20 lb	8.5x11	10	Double	\$
Appendix H Content page	Blue	20 lb	8.5x11	1	Single	\$

Appendix H items	White	20 lb	8.5x11	5	Double	\$
Appendix I Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix I items	White	20 lb	8.5x11	10	Double	\$
Appendix J Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix J items	White	20 lb	8.5x11	10	Double	\$
Appendix P Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix P items	White	20 lb	8.5x11	15	Double	\$
Appendix W Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix W items	White	20 lb	8.5x11	45	Double	\$
Appendix Z Content page	Blue	20 lb	8.5x11	1	Single	\$
Appendix Z items	White	20 lb	8.5x11	5	Double	\$

2. Reduced Size Plan Set:

typical Engineering Services reduced size plan set consisting of 25 sets of 11" x 17" plans on 20 lb paper, single-sided, stapled on the left side.	20 lb	11x17		Single	Unit Price Per Set: \$
---	-------	-------	--	--------	---------------------------

3. Full Size Plan Set:

typical Engineering Services full-size plan set consisting of 25 sets of 24" x 36" plans on 20 lb paper, single-sided, bound/stapled on the left side.	20 lb	24x36		Single	Unit Price Per Set: \$
--	-------	-------	--	--------	---------------------------

4. Miscellaneous:

Delivery cost of copied items to City Hall (808 W. Spokane Falls Blvd., Spokane, WA 99201)	Price Per Delivery: \$
--	---------------------------

5. In addition, Proposers shall submit their standard price list for typical reprographics services including copying/scanning (color and black & white originals) on various standard size papers including 8.5" x 11", 11" x 17" and 24" x 36", binding, etc.



< **Business Lookup**

License Information:

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

Entity name: BUSINESS EQUIPMENT CENTER, INC.

Business name: ABADAN REPROGRAPHICS

Entity type: [Profit Corporation](#)

UBI #: 601-775-972

Business ID: 001

Location ID: 0001

Location: Active

Location address: 603 E 2ND AVE
SPOKANE WA 99202-2201

Mailing address: 603 E 2ND AVE
SPOKANE WA 99202-2201



Excise tax and reseller permit status:[Click here](#)**Secretary of State status:**[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business	T12023677BL			Active	Mar-31-2025	Oct-15-2012

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
MOUCHETT, DAN	
MOUCHETT, JODI M	
RAYBURN, NADINE	
RAYBURN, PAUL B	

Registered Trade Names

Registered trade names	Status	First issued
ABADAN	Active	Oct-24-2018



Registered trade names	Status	First issued
ABADAN REPROGRAPHICS	Active	Feb-09-2018

The Business Lookup information is updated nightly. Search date and time:
6/12/2024 8:17:19 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



Exhibit B

City of Spokane

IRFP #6151-24

Large Format Printing and Binding Services

Due Date: Wednesday June 12, 2024
By 9:00 am

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

Submitted by:

Abadan Reprographics
603 E 2nd Ave
Spokane WA 99202
(509)747-2964

TABLE OF CONTENTS

Letter of Submittal

Technical Proposal

Management Proposal

Cost Proposal (Attachment 2)

Proprietary Pricing

LETTER OF SUBMITTAL

Abadan Reprographics is submitting a response to IRFP 6151-24 for the purpose of providing “Large Format Printing and Binding Services” for the City of Spokane.

Company Information:

Abadan Reprographics
603 E 2nd Ave
Spokane WA 02
(509)747-2964
(509)744-3832

Business Status:

EIN# 94-2607273
WA ST Corp. UBI # 601 775-972 1
Spokane City License # T10023677BUS

Location of Work to Be Performed:

603 E 2nd Ave
Spokane WA 99202
(509)747-2964

Abadan Reprographics has no current or former City of Spokane Employees employed or members of our governing board, as of the date of this proposal or during the previous twelve (12) months.

Abadan Reprographics meets the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.

Abadan Reprographics agrees to comply with all terms and conditions set forth in the IRFP, unless otherwise agreed by the Agencies.

Dan Mouchett

Dan Mouchett, President
mouchett@abadanspokane.com

06/11/2024

Date

Technical Proposal

Abadan Reprographics has been providing the services listed in the IRFP for over 13 years. We have worked closely with the staff of the City Engineering Department and have followed their request without incident. Abadan has also been a leader in technology and has provided technological advancements to our clients to assist in the production of their requested projects. The following is a concise listing of the steps for the production of the requested projects:

- Supply a secure system for the uploading of City project files.
- Respond upon receipt of the project.
- Complete review of all files provided to ensure no corruption.
- Proofing of the pages to ensure no files are missing, no duplicates page numbers or pages, pages match index's.
- Contact proper City personnel if there are any discrepancies. Assist in correcting any issues.
- Proof copies after printing to ensure complete and correct production of sets and specifications.
- Package the job as directed by City personnel for multiple deliveries to various departments.

Turn around time is "As required by the City Engineering Services."

All work performed is done by Abadan Reprographic employees. No Subcontractors or Third Parties are used.

Management Proposal

QUALIFICATIONS:

Abadan Reprographics has been in the business of providing Large and Small Format printing and binding for over copying services for over 71 years. Abadan Reprographics is the longest continually running copy shop offering both small and large format copying in Spokane. Abadan Reprographics specialty has been providing quality output for all types of copying, printing and scanning jobs, black & white and color, both small and large in size and quantity.

Staff Experience:

Abadan Reprographics employees have over 113 years of combined experience. Our staff has been thoroughly trained in all aspects of reproduction with continual training to address changes in technology. The following list of staff are actually performing the assigned work. Notification of staff substitutions will be cleared through the City.

Abadan Reprographics has been providing the City of Spokane Engineering Department with services listed in the IRFP for over 13 years without incident. You can be assured that the level of the work performed will continue to be at the same high level of quality.

Staff Duties Specific to the IRFP

Desi Seiler, Production Supervisor, 30 years Reprographics

Desi Seiler is responsible for all aspects of the completion of projects for our clients. His years of experience gives our clients the outcome they need and have come to expect.

Brandon Forward, Lead Production, 13 years Reprographics

Brandon Forward performs all the tasks needed to produce the products that are being requested. His years of experience, knowledge and attention to detail provides for projects to be done correctly and on time, every time.

Auron Kemmerer, Digital Specialist, 13 years Reprographics

Auron Kemmerer not only performs the tasks necessary to print the projects, but also oversees the electronic aspect of the data we receive to produce the projects requested.

Dan Mouchett, President, 32 years Reprographics

Dan Mouchett oversees all aspects of the business, from the equipment used, the products we print on, as well as a backup to the above mentioned staff.

Production Equipment:

Abadan Reprographics maintains six (3) high speed digital copiers for 8.5"x11" to 11"x17" black & white copying. Two (2) 110 ppm and one (1) 85 ppm copiers. All digital copiers are under Full Service Maintenance Contract and receive preferential service from our service provider.

Abadan Reprographics maintains four (2) large format digital copiers for 12"x18" to 36" by any length black & white or Color copying. These machines are HP Pagewidth 8000 XL Printers. Both are under Full Service Maintenance Contracts and receive preferential service from our service provider.

Abadan Reprographics maintains one (1) high speed digital color copiers for 8.5"x11" to 11"x17" color copies. It is under a Full Service Maintenance Contracts and receive preferential service from our service provider.

Abadan Reprographics maintains high speed black & white and color scanners for conversion of 8.5"x11" to 36" by any manageable lengths to an electronic format for output.

Contracted Firms with like services listed in the IRFP:

City of Spokane Valley

Contact: Kelly Lynch 509-720-2001 klynch@spokanevalleywa.gov

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

Spokane County Engineering

Contact: Renee Whipple 509-477-7438 RWhipple@spokanecounty.org

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

Architects West

Contact: Kim Holmgren 208-667-9402 kimh@architects.com

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

Design West Architects

Contact: Michell Kaminski 509-290-6843 mkaminski@designwestpnw.com

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

NAC Architecture

Contact: Brooke Hanley 509-838-8240 bhanley@nacarchitecture.com

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

ALSC Architects

Contact: Janice Feldman 509-838-8568 jfeldman@alscarchitects.com

Scope of Work: Scanning, Copying, Binding, of both small and large format documents. 1-3 day turnaround time. Project sizes ranging from 10 – 30 sets of both specification and prints.

Abadan Reprographics as never had a contract terminated for default nor have we ever been part of any litigation in regards to default.



Agenda Sheet for City Council:

Committee: PIES **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd 6/24/2024

Clerk's File # OPR 2024-0530

Cross Ref #

Project # 2023133

Council Meeting Date: 07/08/2024

Submitting Dept	ENGINEERING SERVICES	Bid #	
------------------------	----------------------	--------------	--

Contact Name/Phone	DAN BULLER 625-6391	Requisition #	CR 26444
---------------------------	---------------------	----------------------	----------

Contact E-Mail	DBULLER@SPOKANECITY.ORG		
-----------------------	-------------------------	--	--

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	0370 – ESCROW AGREEMENT AND WARRANTY DEED FOR PALOUSE/FREYA		
-------------------------	---	--	--

Agenda Wording

Escrow Agreement and Warranty Deed with Daniel G. Ghebreab and Rahel Araya to acquire needed property for the Palouse-Freya Roundabout. Total purchase price - \$255,000 plus closing costs.

Summary (Background)

This project will require several land purchases. While design has not yet begun, Engineering Services became aware that the property owner on the north corner of the intersection had submitted plans for developing his property so acquisition needed to occur immediately otherwise costs will go up substantially.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 255,000.00
------------	---------------

Current Year Cost	\$
-------------------	----

Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

Amount

Budget Account

Expense	\$ 255,000.00	# 3200-49197-95200-56102-86055
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

BULLER, DAN

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

eraea@spokanecity.org

jrhall@spokanecity.org

dbuller@spokanecity.org

publicworksaccounting@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	6-24-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Palouse/Freya Roundabout Property Purchase
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • The City is planning a roundabout at the intersection of Palouse and Freya on the south hill as shown in the attached exhibit. This project is federally funded for both design and construction. A local match is required. • This project will require several land purchases. • While design has not yet begun, Engineering Services became aware that the property owner on the north corner (see exhibit) had submitted plans for developing his property so acquisition needed to occur immediately otherwise costs will go up substantially. • The property was appraised at approx. \$200,000. Because this acquisition negatively affects the owner's development plans, the agreed upon price is \$255,000 which is about 20% higher than the appraised value. • Because of when the grant was obtained vs. when this parcel had to be acquired, this purchase is not eligible for federal reimbursement. Instead, this purchase will be made with impact fee revenue. • Construction of this roundabout is planned for 2026. • The county is currently constructing a roundabout at Freya & 57th Ave., approximately 700' to the south.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>\$255,000 plus closing costs.</u> Current year cost: \$255,000 Subsequent year(s) cost: n/a Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • 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.

- 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?

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.

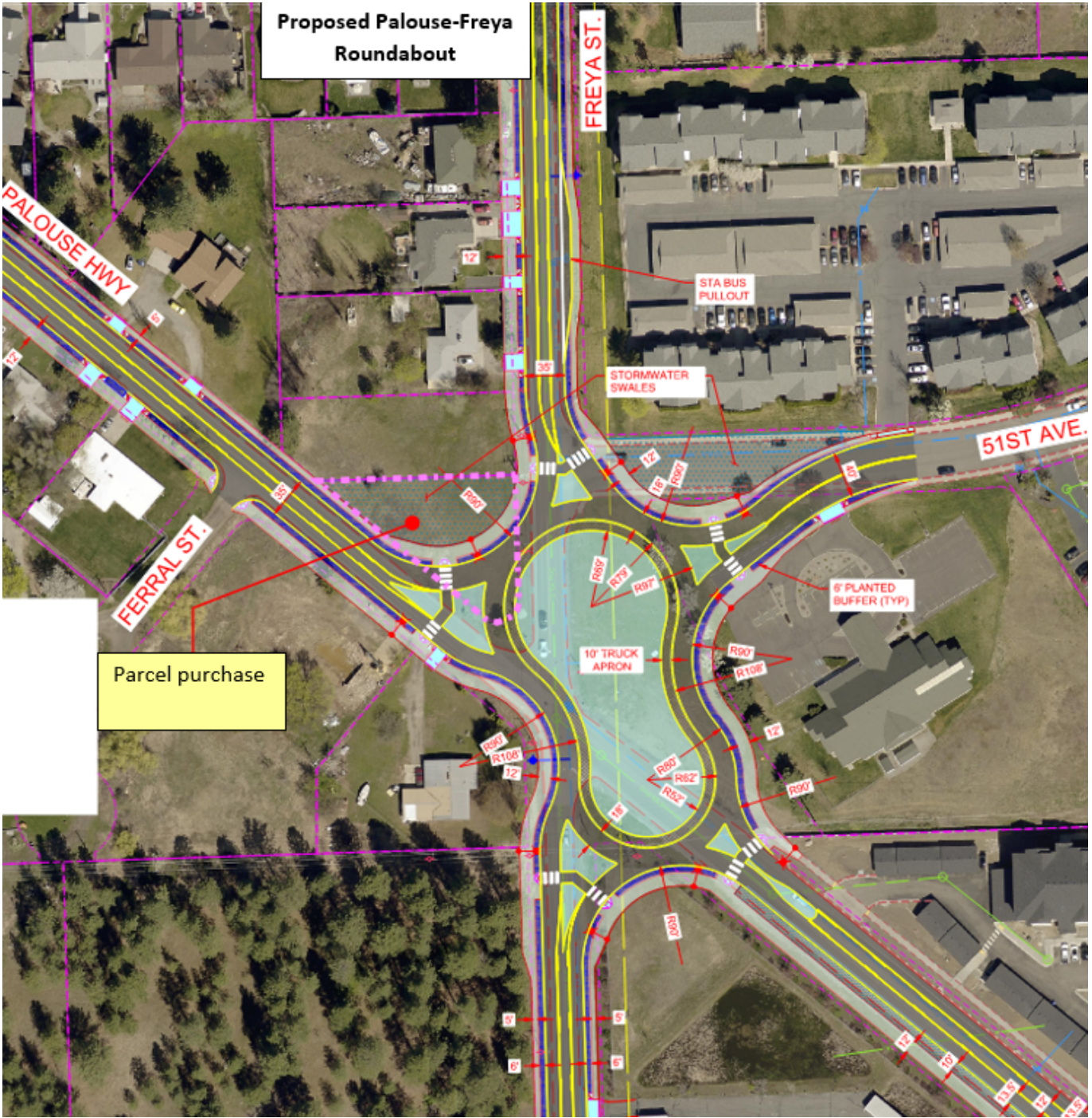
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Proposed Palouse-Freya Roundabout



After recording return document to:

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Document Title: Warranty Deed
Reference Number of Related Document:
Grantor(s): Daniel G. Ghebream and Rahel Araya
Grantee(s): City of Spokane
Legal Description: Lot 5, Block 1, Russell's Sub.
Assessor's Tax Parcel Number: 34032.0513

WARRANTY DEED

Freya St. & Palouse Hwy Intersection

The Grantors, **DANIEL G. GHEBREAB AND RAHEL ARAYA, A MARRIED COUPLE** for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant to the **CITY OF SPOKANE, a Municipal Corporation**, Grantee, the following described real property situated in Spokane County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

Lot 5, Block 1, Russell's Subdivision, as per plat recorded in Volume 7 of Plats, page 53,
records of Spokane County,
Situate in the City of Spokane, County of Spokane, State of Washington.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **CITY OF SPOKANE** unless and until accepted and approved hereon in writing for the **CITY OF SPOKANE**, by its authorized agent.

ESCROW AGREEMENT

TO:

Spokane County Title Co.
1010 N. Normandie, Suite 100
Spokane, WA 99201
Attn: Cheleena

Your Reference: SP42043

CUSTOMER REFERENCE: (SR/Title)
Freya St. & Palouse HWY Intersection

Parcel No.: 34032.0513
Property Address: 5218 S. Freya St., Spokane,
WA 99223

DANIEL G. GHEBREAB AND RAHEL ARAYA, A MARRIED COUPLE (Seller) and the City of Spokane, (Purchaser), mutually agree and direct you to close this escrow in accordance with the following instructions:

1. The Sellers hereby authorizes the issuance of payment to the above Escrow Agent, for our benefit.
2. Receive herewith a Warranty Deed from the Seller to the City of Spokane as Purchaser, conveying all or a portion of the lands described in your above-referenced preliminary commitment.
3. Receive herewith a Real Estate Excise Tax Affidavit.
4. Receive the sum of \$253,772.54 said amount includes escrow fee.
5. The following is a summarized required disposition of all exceptions shown on your preliminary commitment dated May 15, 2024:

- 1: Delete: (State exempt per WAC 458-61A-206.)
2. 2024 RE Taxes. Delete, escrow to pay second half out of seller's proceeds.
- 3: Delete: Payoff in escrow.
4. Subject to.

Pay the following charges:

Escrow Fee of \$1,300.00 plus 117.00 sales tax for a total of 1,417.00, **to be paid by city.**

Statutory Evaluation Allowance \$750.00 to Kiemle Hagood, 601 W. Main Ave. Ste. 400, Spokane, WA 99201. Please reference invoice number: 202414275-1, **to be paid by city.**

Consulting fee in the amount of \$3,000.00 to Kiemle Hagood 601, W. Main Ave. Ste. 400, Spokane, WA 99201. Please reference invoice number: 202414275-1. **(This fee is to be paid out of seller's proceeds.)**

Please do not withhold any sums to assure payment of any utility service charges. Any closing costs, including those fees listed as title charges, recording and transfer charges, and/or additional settlement charges, are to be charged to the Purchaser and shown as such on the settlement statement. No recording fee or excise tax is to be charged to the Seller. **Fees are included in the funds from the city.**

6. When ready to vest title in the City of Spokane, record the instrument shown in Instruction 2 above and prepare CLOSING DETAIL STATEMENT as explained on page 3 hereof.

As soon as possible after recording, please E-mail the enclosed recording and disbursement form to Stephanie Golly. E-mail: stephanie@csrow.com

7. Remit the balance by check to Seller at 5125 S JULIA ST, SPOKANE, WA, 99223-8609 with your CLOSING DETAIL STATEMENT.
8. Issue standard form Owner's policy of title insurance in the sum of \$250,000.00 insuring the City of Spokane, as owner of the appropriate interest conveyed.
9. Upon completion of closing, mail recorded instruments, copy of closing detail statement, and title policy to City of Spokane, 808 Spokane Falls Blvd., Spokane, WA 99201 Attn: Brittany Kraft

Seller:

Purchaser:

DANIEL G. GHEBREAB Date
Phone No. _____

City of Spokane

By: _____
Authorized Agent

RAHEL ARAYA Date
Phone No. _____

CLOSING DETAIL STATEMENT

As indicated on the Escrow Agreement, the Escrow Agent shall furnish, upon completion of the closing of the escrow transaction, a CLOSING DETAIL STATEMENT, which shall show thereon:

- (a) The total amount of escrowed funds.
- (b) The fee for escrow services and a statement that the entire escrow fee has been paid solely by the City;
- (c) The date on which the Escrow Agent disburses funds to the Seller(s);
- (d) Date of closing of the escrow;
- (e) Detail of a deed of trust or mortgage payoff which includes:
 - Principal unpaid balance and date
 - Accrued interest and dates for which interest is paid
 - Prepayment penalty assessed, if any
 - Offset of reserves held by beneficiary or mortgagee
 - Net amount paid to beneficiary or mortgagee and date
- (f) Sums, if any, withheld from distribution to Seller(s) at time of closing, and for what reason;*
- (g) Endorsements to the effect that
 1. The statement has been read by the Seller(s), is approved, and acknowledgment of receipt of the funds indicated as the net balance due from the Escrow Agent.
 2. The closing officer certifies that the statement is true and correct.

*In case the Escrow Agent has withheld funds from distribution to the Seller(s) for any reason, the Escrow Agent shall furnish to the City copies of correspondence transmitting such withheld funds at the time of their final disposition.

City of Spokane
808 Spokane Falls Blvd.
Spokane, WA 99208

County Parcel Number: 34032.0513
Preliminary Commitment Number: **SP42043**

Attached is the information requested per the Escrow Agreement

Document: _____

Date Recorded _____ Recording No. _____

Document: _____

Date Recorded _____ Recording No. _____

DATE OF DISBURSEMENT OF FUNDS: _____

Spokane County Title Co.
1010 N. Normandie, Suite 100
Spokane, WA 99201

June 11, 2024

DANIEL G. GHEBREAB
RAHEL ARAYA
5125 S JULIA ST
SPOKANE, WA, 99223-8609

RE: Tax Parcel No. 34032.0513
Freya St. & Palouse HWY Intersection

Dear Mr. Ghebreab and Ms. Araya:

This is to advise you that as a result of the City's acquisition of all or a portion of your property for public purposes, you may be entitled to a refund of certain prepaid real property taxes pursuant to the provisions of RCW 84.60.050(2).

Your deed to the City of Spokane will be recorded in the County Auditor's Office as a part of the escrow closing of your sale to the State.

In order to determine whether this sale qualifies for such a refund, please take the following steps:

Take this letter and the recording data for the deed to the County Assessor's and/or County Treasurer's Office.

The Assessor of the County in which the real property is located will determine the amount of refund to which you may be entitled. The Treasurer of that county will make payment of such refund, if any.

Sincerely,

Taylor Potts
Acquisition Agent
Commonstreet Consulting
For City of Spokane

REAL PROPERTY VOUCHER

AGENCY NAME CITY OF SPOKANE REAL ESTATE SERVICES 808 Spokane Falls Blvd. Spokane, WA 99201		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.		
GRANTOR OR CLAIMANT (NAME, ADDRESS) Spokane County Title Co. 1010 N. Normandie Spokane, WA 99201		TIN/SSN:	SIGNATURE (IN INK) FOR EACH CLAIMANT X Daniel G. Ghebream	DATED
PROJECT NO. AND TITLE Freya St. & Palouse Hwy Intersection		X Rahel Araya		
FEDERAL AID NO. N/A	PARCEL NO. 34032.0513			
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in: Warranty Deed		DATED	\$ AMOUNT	
LAND: 13,478 sq ft of land in fee		+	\$200,000.00	
IMPROVEMENTS:		+		
DAMAGES: Cost to Cure Proximity Other		+ + +		
SPECIAL BENEFITS				
JC (Just Compensation) Amount			\$200,000.00	
REMAINDER: Uneconomic Remnant Excess Acquisition		+ +		
DEDUCTIONS: Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other				
ADMINISTRATIVE SETTLEMENT		+	\$50,000.00	
STATUTORY EVALUATION ALLOWANCE		+	\$750.00	
ESCROW FEE		+	\$1,417.00	
REAL ESTATE EXCISE TAX		+	\$10.00	
OTHER: Title insurance of 987.54, Reconveyance fee of 303.50, Recording fee of 304.50,		+	\$1,595.54	
ACQUISITION AGENT Taylor Potts, Commonstreet Consulting	DATE	Voucher No.	TOTAL AMOUNT PAID \$253,772.54	
AUTHORIZED AGENT FOR AGENCY	DATE			



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd

6/11/2024

Clerk's File #

OPR 2024-0531

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

FACILITIES MANAGEMENT

Bid #

Contact Name/Phone

DAVE STEELE 6064

Requisition #

CR26421

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5900 FACILITIES CITY HALL FLOORS 1-3 SPACE PROGRAMMING REVIEW,

Agenda Wording

This contract will complete a programmatic review, spatial relationship study, and conceptual layout/interior design, and cost estimating work with the intent of addressing public facing departments in City Hall for floors 1-3.

Summary (Background)

This work will inform City Administrators and City Council members regarding the strengths, weaknesses, opportunities, design considerations, conceptual layout, and costs related to re-developing the first three floors of City Hall with a focus on placemaking, accessibility, the public interface and customer experience.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$70,260.00

Current Year Cost \$ \$70,260.00

Subsequent Year(s) Cost \$ 0

Narrative

Amount

Budget Account

Expense \$ 70,260.00

5904-71300-18300-54101-59011

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

TEAL, JEFFREY

Division Director

BOSTON, MATTHEW

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

sclark@integrusarch.com

dstele@spokanecity.org

kbustos@spokanecity.org;

laga@spokanecity.org

klong@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	City Hall - Floors 1-3 Space Programming Review, Concept, and Cost Estimation Development
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	This contract will complete a programmatic review, spatial relationship study, and conceptual layout / interior design, and cost estimating work with the intent of addressing the Public Facing Departments in the building for Floors 1-3. This work will inform City Administrators and Council Members regarding the strengths, weaknesses, opportunities, design considerations, conceptual layout, and costs related to re-developing the first three floors of City Hall with a focus on placemaking, accessibility, the public interface, and customer experience.
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense: \$70,260.00	
Approved in current year budget? <input checked="" 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 <input type="checkbox"/> N/A	
Specify funding source: 5904-71300-94200-56203-99999	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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



City of Spokane
CONSULTANT AGREEMENT
**Title: PUBLIC SPACE CONCEPT STUDY
AND SPACE PROGRAMMING**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INTEGRUS ARCHITECTURE, P.S.**, whose address is P.O. Box 1482, Spokane, Washington 99210 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to conduct Public Space Concept Study and Space Programming; and

WHEREAS, the Consultant was selected from an Informal Request for Proposals.

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 July 1, 2024, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City’s Informal Request for Proposal and Consultant’s Proposal dated June 5, 2024, attached as Exhibit B. 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 compensation for Consultant’s services under this Agreement shall not exceed **SEVENTY THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$70,260.00)**, 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 Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **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.

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

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

12. DEBARMENT AND SUSPENSION.

The 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 to 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

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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

June 5, 2024

Mr. Dave Steele
Facilities Department
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

RE: Architectural & Engineering Services Request - Public Space Concept Study and Space Programming 5-13-24

Dear Dave:

We are pleased to submit the following proposal for a program study and concept design of a revised City Hall addressing public facing spaces on floors 1-3. Our proposal is based upon the scope of work listed in the IRFP dated 5-13-24. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

SCOPE OF SERVICES

This proposal includes services programming and concept development based on the initial utilization study assessment.

1 Public Space Concept Study (Floors 1-3)

- 1.1 Concept Study Workshop w/ key stakeholders
 - 1.1.1 Goals & Visioning
 - 1.1.2 Guiding Principles
- 1.2 Bi-weekly Facilities & Leadership Meetings
- 1.3 Stakeholder Meetings as required
- 1.4 Space Design
 - 1.4.1 Confirm Program Space List
 - 1.4.2 Department space layouts
 - 1.4.3 Security approach
 - 1.4.4 Concept plans for first three floors
 - 1.4.5 Conceptual renderings of key public spaces.
- 1.5 Building Assessment Analysis
 - 1.5.1 Review City's Building Condition Assessment
 - 1.5.2 Coordinate MEP & Structural analysis of existing conditions
 - 1.5.3 Develop conceptual approach to systems modifications for floors 1-3
 - 1.5.4 Confirm Clean Building Act requirements & Energy Code Upgrade analysis
- 1.6 Cost Estimate & Phasing
 - 1.6.1 Identify Budget requirements
 - 1.6.2 Scale phasing Plan to match budget
 - 1.6.3 Flex Space design for temporary department relocations during construction.
 - 1.6.4 Conceptual estimate for early discussion
 - 1.6.5 Detailed estimate for final report

117 S. Main St., Suite 100
Seattle, WA 98104
206.628.3137 | office
206.628.3138 | fax

10 S. Cedar Street
Spokane, WA 99201
PO Box 1482 (99210)
509.838.8681 | office
509.838.2194 | fax

Mr. Dave Steele
Page 2
May 7, 2024

1.7 Design Concept Report

- 1.7.1 Executive Summary
- 1.7.2 Concept Plans & Elevations.
- 1.7.3 Design Narratives, including architectural, Structural, MEP and Civil/Landscape.
- 1.7.4 Detailed construction cost estimate of Phase 1 (Floors 1-3).

In addition to meetings noted, Project meetings are anticipated to occur every two weeks with the Owner's project management team. Additional user and department meetings planned will include approximately one hour per department.

DELIVERABLES

- Program space summary and documentation/drawings of proposed plan diagrams
- Room Data sheets for key components.
- Building stacking and blocking diagrams.
- 3D design images of key spaces
- Design Concept Report.

EXCLUSIONS

The scope of work proposed is limited to the initial phasing and concepts. Building Permitting and construction documents are excluded.

Other Exclusions:

- Acoustical Engineering
- Formal Presentation Materials (Formal Renderings / Models)
- Construction Bid Packages
- Utility Rebate Assistance
- FF&E Assistance, Selection, Procurement
- Value Engineering
- Constructability Review
- Life Cycle Cost Analysis (LCCA)

SCHEDULE

See proposed schedule outline below. Dates and deliverable milestones will be confirmed with Owner's project team at time of NTP.

6.20.24	Anticipated NTP & Kickoff
7.11.24	Visioning & Goal-Setting Workshop
6.25.24	Stakeholder Meetings
TBD	Building Assessment Review & Coordination
8.13.24	Design Concept Review
9.06.24	Draft Study for review.
9.20.24	Design Concept Report

COMPENSATION

INTEGRUS

A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

Mr. Dave Steele
Page 3
May 7, 2024

- **Compensation for Scope of Services**

Integrus will provide professional services based on the scope of services described above as follows:

Integrus Architecture - Fixed Fee in the amount of	\$44,740.00
Integrus Structural - Fixed Fee in the amount of	\$4,400.00

- **Consultants**

MW Electrical - Fixed Fee	\$6,260.00
MW Mechanical – Fixed Fee	\$6,940.00
Thomas Consulting Cost Estimation – Fixed Fee	\$6,000.00
Integrus Markup	<u>\$1,920.00</u>

Consultant Fee	\$21,120.00
-----------------------	--------------------

- **Additional Services**

Services requested beyond those included in this proposal shall be considered additional services and will be billed either on an hourly basis at the hourly rates noted in the fee detail or will be estimated on a fixed fee basis. Hourly rates are per Washington State A/E Fee Guidelines and are subject to modification on an annual basis.

- **Reimbursable Expenses**

No reimbursable expenses are anticipated for this project

Reimbursable Expenses	\$0.00
-----------------------	--------

TOTAL FEE PROPOSAL	\$70,260.00
---------------------------	--------------------

If you agree with the terms stated herein, please send us a formal agreement for signature.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Steven Clark, AIA
Associate Principal

DESCRIPTIONS (Continued from Page 1)



< Business Lookup

License Information:

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

Entity name: INTEGRUS ARCHITECTURE, P.S.
Business name: INTEGRUS ARCHITECTURE, P.S.
Entity type: [Professional Service Corporation](#)
UBI #: 600-285-728
Business ID: 001
Location ID: 0001
Location: Active
Location address: 10 S CEDAR ST
 SPOKANE WA 99201-6823
Mailing address: 10 S CEDAR ST
 SPOKANE WA 99201-6823
Excise tax and reseller permit status: [Click here](#)
Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Architect Firm			View Architects	Active	Jun-30-2025	Sep-02-2011
Minor Work Permit				Active	Jun-30-2025	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2025	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2025	Oct-15-2012

< Page 1 of 2 >

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

Governing people	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	



Governing people

Title

CARTER, BRIAN

CLARK, STEVEN

DANIEL, THERESA

DONNELLY, PATRICK

GRAPER, ROBERT

LARSEN, KANDIS

LUEDEMAN, JEFFEREY

NEIGER, STEVE

ROBBINS, THOMAS

SACHS, LORETTA

SANDERSON, JESSICA

SCHAFFER, SAM

Registered Trade Names

Registered trade names	Status	First issued
INTEGRUS ARCHITECTURE, P.S.	Active	Apr-17-1991
WMFL	Active	Oct-01-1986
YGH ARCHITECTURE	Active	Jul-19-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/7/2024 8:27:22 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd 6/24/2024

Clerk's File # OPR 2024-0532

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept	FACILITIES MANAGEMENT	Bid #	RFB 24-007
------------------------	-----------------------	--------------	------------

Contact Name/Phone	DAVE STEELE 625-6064	Requisition #	CR26423
---------------------------	----------------------	----------------------	---------

Contact E-Mail	DSTELE@SPOKANECITY.ORG		
-----------------------	------------------------	--	--

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
---------------------------	-------------------------------	--	--

Agenda Item Name	5900 FACILITIES POLICE EVIDENCE FIRE SUPPRESSION SYSTEM UPGRADES		
-------------------------	--	--	--

Agenda Wording

The City of Spokane Facilities Department in partnership with the City of Spokane Police Department has completed a request for bids for the replacement of various components of the Police Evidence Facility fire suppression system.

Summary (Background)

The components scheduled for replacement are at the end of life and no longer supported by the manufacturer. Replacement is required to maintain fire suppression coverage for a variety of sensitive evidence storage areas.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 72,468.65
------------	--------------

Current Year Cost	\$ 72,468.65
-------------------	--------------

Subsequent Year(s) Cost	\$ 0
-------------------------	------

Narrative

Failure to replace these outdated fire suppression components leave the Police Evidence Facility with a variety of sensitive evidence storage areas with no suppression capabilities and at risk of loss.

Amount

Budget Account

Expense	\$ 36,234.32	# 5900-71300-18300-54802-68206
Expense	\$ 36,234.33	# 1560-11440-94000-56203-99999
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

TEAL, JEFFREY

Division Director

BOSTON, MATTHEW

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

RHarwood@hillercompanies.com

dstele@spokanecity.org

laga@spokanecity.org

kbustos@spokanecity.org

klong@spokanecity.org

facilitiesdepartment@spokanecity.org

kschmitt@spokanecity.org

kberry@spokanepolice.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	6/24/2024
Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	dsteeler@spokanecity.org 509.625.6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Police Evidence – Fire Suppression System Upgrades
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City of Spokane Facilities Department has completed a request for bids for the replacement of various components of the Police Evidence Facility Fire Suppression system. The components scheduled for replacement are at the end of life and no longer supported by the manufacturer. Replacement is required to maintain fire suppression coverage for a variety of sensitive evidence storage.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost:	
Current year cost: \$66,485.00 plus applicable tax	
Subsequent year(s) cost: NA	
Narrative: The City of Spokane Facilities Department in partnership with the Spokane Police Department has competed the bidding process for the replacement of various fire suppression components at the Police Evidence Facility. These replacements are required to continue to provide fire suppression with a variety of sensitive areas.	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Program revenue	
Is this funding source sustainable for future years, months, etc? NA	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
NA	
Operations Impacts:	
Failure to replace these outdated Fire system components leaves the Police Evidence Facility with a variety of sensitive evidence spaces with no suppression capabilities and at risk for loss.	
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



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: POLICE EVIDENCE CLEAN
AGENT FIRE SUPPRESSION PANEL
AND COMPONENT REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **THE HILLER COMPANIES, LLC**, whose address is 10311 East Montgomery Drive, Spokane Valley, Washington 99206 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to perform the Police Evidence Clean Agent Fire Suppression Panel and Component Replacement; and

WHEREAS, the Contractor was selected from Request for Bid No. 24-007 issued by the City.

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

1. TERM OF AGREEMENT.

This Contract shall begin on July 13, 2024 and shall end on December 31, 2024, 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 RFB and Addendum No. 1, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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 **SIXTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$66,485.00)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the City Clerk’s File No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of

Wages Paid number. Payment will not be made without this documentation included on the invoice.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file at the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

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

6. STATE PREVAILING WAGES.

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

7. RETAINAGE IN LIEU OF BOND.

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

8. PUBLIC WORKS REQUIREMENTS.

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

9. TAXES, FEES AND LICENSES.

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

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

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 Contractors 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. CONSTRUAL.

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

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.

THE HILLER COMPANIES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – City's Request for Bid and Addendum No. 1

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 style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

EXHIBIT C



City of Spokane Invitation To Bid

Project Title: _____

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on _____ at _____. The location will be _____.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by _____ on _____ to _____ at _____, Spokane, WA _____.
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **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.
6. **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.
7. **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.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. **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.
11. **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.
12. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.



City of Spokane Invitation To Bid

SECTION II. GENERAL REQUIREMENTS

1. **SCOPE OF WORK.** Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. **PROJECT CONTACT.** The Project contact for the City of Spokane is:
 - Name: _____
 - Department: _____
 - Phone: _____
 - Email: _____
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 by _____.
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 _____ 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.
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.
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 amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - 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.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
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 to Work, which has been abused or neglected by the City.
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.
10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - a. Worker’s Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers’ compensation coverage for all their subject workers and Employer’s Liability Insurance in the amount of \$1,000,000;
 - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor’s services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor’s General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



City of Spokane Invitation To Bid

- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as “additional insured”, and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. 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 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 39.08.010.

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 Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is _____.

- 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.
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 any 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 the Work; provided the following conditions are met:
- 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.



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.
3. SCOPE OF WORK.



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: _____

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, 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 signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ _____

SALES TAX (9 %) \$ _____

TOTAL BASE BID PRICE: \$ _____

TRENCH SAFETY SYSTEM,
if excavation greater
than four feet (4') deep: \$ _____

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. _____

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business Registration Number _____

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
(YES) (NO)

The undersigned Bidder 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 judgment entered by a court of limited or general jurisdiction.

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

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____ PHONE: _____

ADDRESS: _____



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST _____

PROJECT TITLE: _____

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (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. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Date

Signature of Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2024

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 HUB International Insurance Services Inc. PO Box 5345 Riverside CA 92517	CONTACT NAME: Kimberly Morrisroe PHONE (A/C, No, Ext): 951-779-8607 E-MAIL ADDRESS: cal.cpu@hubinternational.com	FAX (A/C, No): 951-231-2572
	INSURER(S) AFFORDING COVERAGE	
License#: 0757776 THEHILL-05	INSURER A: Nautilus Insurance Company INSURER B: Safety National Casualty Corporation INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 17370 15105

COVERAGES **CERTIFICATE NUMBER:** 231405149 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ECP204136510	9/16/2023	9/16/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA6676607	9/16/2023	9/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX204136610	9/16/2023	9/16/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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 N	N/A	LDC4068447	9/16/2023	9/16/2024	<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	Professional Liability Pollution Liability Claims Made			ECP204136510	9/16/2023	9/16/2024	\$2,000,000 \$2,000,000 Ret. \$100K Occurance Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Spokane are Additional Insured with regard to General Liability when required by written contract per the attached endorsement form ECP1246 01/21. Primary & Non-Contributory wording applies with regard to General Liability when required by written contract per the attached endorsement form ECP1246 01/21. Waiver of Subrogation with regard to General Liability applies when required by written contract per the attached endorsement form ECP1260 01/21. Additional Insured with regard to Auto Liability when required by written contract per the attached endorsement form CA2048 10/13. Primary & Non-Contributory wording applies with regard to Auto Liability when required by written contract per the attached endorsement form CA0449 11/16. Waiver of Subrogation with regard to Auto Liability applies when required by written contract per the attached endorsement form SNCA027 10/13. Excess follows form of underlying coverages. Waiver of Subrogation with regard to Workers Compensation applies when required by written contract per the attached endorsement form WC000313 04/84.

CERTIFICATE HOLDER City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP204136510	9/16/2023	9/16/2024	9/16/2023

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

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

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

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

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. **Bodily injury** or **property damage** occurring after:

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

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

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

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

1. Required by the contract or agreement described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

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

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP204136510	9/16/2023	9/16/2024	9/16/2023

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph **17. Subrogation** of **SECTION VII – CONDITIONS**:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: THE HILLER COMPANIES, LLC</p> <p>Endorsement Effective Date: 09/16/2023</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any Person or Organization as required by written contract or agreement that is executed prior to the loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/16/2023

Policy No. CA 6676607

Endorsement No.

Named Insured THE HILLER COMPANIES, LLC

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, AZ, AR, CO, CT, FL, GA, IN, LA, MD, MA, MS, MO, MT, NV, NM, NY, NC, OR, SC, TN, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/16/2023 Policy No. LDC4068447 Endorsement No.
Insured THE HILLER COMPANIES, LLC. Premium \$ Included
Insurance Company Safety National Casualty Corporation

Countersigned By _____



License Information:

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

Entity name: THE HILLER COMPANIES, LLC

Business name: THE HILLER COMPANIES, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-278-142

Business ID: 001

Location ID: 0002

Location: Active

Location address: 10311 E MONTGOMERY DR
SPOKANE VALLEY WA 99206-4220

Mailing address: 3751 JOY SPRINGS DR
MOBILE AL 36693-5134

Excise tax and reseller permit status: [Click here](#)

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Chelan General Business Non-Resident				Active	Jan-31-2025	Feb-16-2024
Colville General Business - Non-Resident				Active	Jan-31-2025	Jan-24-2024
Deer Park General Business - Non-Resident				Active	Jan-31-2025	Jan-29-2024
East Wenatchee General Business - Non-Resident				Active	Jan-31-2025	Jan-30-2024
Ephrata General Business - Non-Resident				Active	Jan-31-2025	Feb-02-2024
Moses Lake General Business - Non-Resident	BL2024-0075			Active	Jan-31-2025	Jan-26-2024
Pasco General Business - Non-Resident	42269			Active	Jan-31-2025	Mar-07-2024
Pullman General Business - Non-Resident				Active	Jan-31-2025	Jan-24-2024
Quincy General Business - Non-Resident				Active	Jan-31-2025	Jan-29-2024
Richland General Business - Non-Resident				Active	Jan-31-2025	Jan-26-2024
Spokane General Business - Non-Resident				Active	Jan-31-2025	Jan-24-2024
Spokane Valley General Business				Active	Jan-31-2025	Jan-31-2024
Walla Walla General Business - Non-Resident				Active	Jan-31-2025	Jan-31-2024
Wenatchee General Business - Non-Resident				Active	Jan-31-2025	Jan-25-2024



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Yakima General Business - Non-Resident				Active	Jan-31-2025	Jan-24-2024
Governing People <small>May include governing people not registered with Secretary of State</small>						
Governing people			Title			
CICCONE, ANTHONY						
PEREZ, SANTIAGO						
THE HILLER COMPANIES HOLDINGS, INC.						
Registered Trade Names						
Registered trade names			Status		First issued	
THE HILLER COMPANIES, LLC			Active		Jan-24-2024	
View Additional Locations						
The Business Lookup information is updated nightly. Search date and time: 6/11/2024 10:19:05 AM						

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





Agenda Sheet for City Council:

Committee: Public Safety **Date:** 05/06/2024

Committee Agenda type: Discussion

Date Rec'd

4/23/2024

Clerk's File #

ORD C36521

Renews #

Cross Ref #

Council Meeting Date: 05/20/2024

Submitting Dept

POLICE

Project #

Contact Name/Phone

ERIC OLSEN 4505

Bid #

Contact E-Mail

EOLSEN@SPOKANEPOLICE.ORG

Requisition #

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - SBO - 2024 FEDERAL/STATE FORFEITURE FUNDING

Agenda Wording

There is currently approximately \$314,000 in the State Drug Forfeiture Fund account and \$430,000 in the Federal Forfeiture Fund account. Requesting items to be purchased using these funds.

Summary (Background)

There is currently approximately \$314,000 in the State Drug Forfeiture Fund account and \$430,000 in the Federal Forfeiture Fund account. Please refer to briefing paper for the detailed list of requested items to be purchased with these funds. This will leave \$224,000 in the forfeiture fund accounts.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 520,000

Current Year Cost \$ 520,000

Subsequent Year(s) Cost \$

Narrative

Funds are only spent after received and never budgeted in-excess of current fund balance.

Amount

Budget Account

Expense \$ 520,000

1560-various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	May 6 th , 2024
Submitting Department	Police
Contact Name	Assistant Chief McNab
Contact Email & Phone	eolsen@spokanepolice.org 835-4505
Council Sponsor(s)	Councilmembers Dillion, Cathcart, and Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – 2024 Federal/State Forfeiture Funding
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The Spokane Police Department currently has a fund balance of approximately \$314,000 in the State Drug Forfeiture Fund account and \$430,000 in the Federal Forfeiture Fund account. The following is a list of requested items to be purchased using these funds.</p> <ol style="list-style-type: none"> 1. Due to collisions and mechanical failure, the Investigative Bureau of the Police Department is in need of additional undercover vehicles for use in the investigation of drug sales and other felony crimes. We are requesting budget authority to utilize \$100,000 of the forfeiture accounts for the purchase and commissioning of three undercover vehicles. 2. The Major Crimes Unit is requesting budget authority of \$140,000 to purchase a new Leica crime scene scanner. Our current scanner, purchased in 2018, is reaching the end of its service life. 3. SPD’s Technical Assistance and Response Unit is requesting \$160,000 for Cellebrite – which is a critical software used in the investigation of a multitude of crimes to include Homicide, Human Trafficking, Illegal Drug Trafficking, and many others. 4. The Special Investigations Unit is requesting \$25,000 for the purchase of PAPRs (Powered Air Purifying Respirators) for safe operations in environments where powdered fentanyl may be encountered. 5. The Special Investigations Unit is requesting \$80,000 for confidential funds. Based on the projected use, this should carry the unit for the rest of the year. 6. The Air Support Unit is requesting \$15,000 for training in the use of new drones. <p>Remaining fund balances, excluding incoming deposits, would be approximately \$224,000 for the year end 2024.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$520,000</u></p> <p style="padding-left: 20px;">Current year cost: \$520,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost:</p>	

Funding Source One-time Recurring N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? Yes – funds are only spent after received and never budgeted in-excess of current fund balance.

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?

This SBO proposes to use forfeiture funds to supplement the Police budget. It will have a net zero impact on the actual budget line while supplying essential equipment, training, and funds to allow Police operations to continue in a safe and effective manner.

- What operational changes will occur because of this adjustment?

It will provide the essential equipment, training, and funds to allow Police operations to continue in safe, effective manner. The only new (not replacement) items on this list are the PAPRS (Powered Air Purifying Respirators), and they have become vital due to the frequency with which our detectives/officers are encountering powered fentanyl – which is very dangerous/lethal. This also includes a request for the Air Support Unit to attend training essential to the use of new technology/tools.

- What are the potential risks or consequences of not approving the budget adjustment?

1. Due to mechanical failures, collisions, and normal wear & tear, our Tactical Operations Unit (which are detectives and officers that typically operate in an undercover status) has run out of vehicles. We have had to reassign vehicles from other Divisions – leaving them short and the Tac-Ops Unit with no spares. These vehicles are needed to continue to investigate and arrest violent criminals, human and drug traffickers, along with other crime types.
2. The Major Crimes Unit implemented the use of our current Leica RTC360 scanner in November of 2018. Shortly after placing it into service it has become mission critical equipment for MCU. To date we have documented over 275 scenes with our current scanner. Due to time, wear, and the volume of scenes, our current RTC360 is reaching the end of its service-life. Prior to the implementation of the Leica RTC360 scanner; documentation occurred through only a few means: photography, hand drawn sketches, and two-dimensional diagrams created using surveying equipment and mapping software.
3. Cellebrite software has become the industry standard for digital investigations across the nation – if not the world. SPD’s investigational capacity would be extremely crippled without this key tool to investigate most every crime type, but particularly human trafficking, child pornography, homicides, and others.
4. PAPRS (Powered Air Purifying Respirators) are necessary due to the frequency with which our detectives/officers are encountering powered fentanyl, and our staff’s health and very life could be placed in jeopardy without them.
5. Confidential funds are used to conduct controlled substance, human trafficking investigations, and acquiring key information. Most of these operations / investigations would cease without these funds. This adjustment should allow these operations to continue through the remainder of the year.

6. SPD is acquiring new remote air units through a technology grant. It is essential our pilots are trained in the safe, legal and efficient use of these new tools.

- 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?

All of these adjustments to the budget align with current City Policies, the Comprehensive Plan, Sustainability Action Plan, Neighborhood Master Plans, and Council Resolutions. It will have a net zero impact on the actual budget line while supplying essential equipment, training, and funds to allow Police operations to continue in a safe and effective manner with the goal of making Spokane a safer place to live and thrive.

What current racial and other inequities might this special budget ordinance address?

This SBO will supply essential equipment, training, and funds to allow Police operations to continue in a safe and effective manner with the goal of making Spokane a safer place for everyone to live and thrive.

ORDINANCE NO C36521

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Forfeitures and 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 and Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$520,000.
 - A) Of the increased appropriation, \$100,000 is to be provided solely for vehicles.
 - B) Of the increased appropriation, \$140,000 is to be provided solely for machinery/equipment.
 - C) Of the increased appropriation, \$160,000 is to be provided solely for software maintenance.
 - D) Of the increased appropriation, \$25,000 is to be provided solely for personal protective equipment.
 - E) Of the increased appropriation, \$80,000 is to be provided solely for confidential funds.
 - F) Of the increased appropriation, \$15,000 is to be provided solely for registration/schooling.

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 needs throughout the police investigative unit, 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 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:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/24/2024

Clerk's File #

ORD C36537

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 625-6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-ENTERPRISE FUNDS

Agenda Wording

Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.

Summary (Background)

This Special Budget Ordinance goes over changes related to the Water-Wastewater Fund, and the Solid Waste Fund.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 4,761,603.00

Current Year Cost \$ 4,761,603.00

Subsequent Year(s) Cost \$ depends on 2025-2026 biennium budget

Narrative

The Enterprise funds pay more utility tax as their rates increase. It is imperative that the rates are set correctly to incorporate the increased taxes. All funds need a significant rate increase due to inflationary pressures.

Amount

Budget Account

Expense \$ 4,761,603

various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

Study Session Date	June 13, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Midyear Adj-Enterprise Funds
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary	Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.
What is the specific purpose or need for the budget adjustment?	<p><u>Water-Wastewater Fund</u> <i>Increase appropriation by \$1,413,103.</i> City utility tax paid by these departments is trending over budget and needs to increase to match current estimates.</p>
What changes or developments have triggered this request?	<p><u>Solid Waste Fund</u> <i>Increase appropriation by \$3,348,500.</i> Due to inflationary pressures, the Citywide fleet budget is trending over. In order to right-size the 2024 budget, various adjustments need to be made including a \$2,830,000 increase to Solid Waste Collection’s budget.</p> <p>City utility tax paid by these departments is trending over budget and needs to increase by \$518,500 to match current estimates.</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$4,761,603</u> Current year cost: \$4,761,603 Subsequent year(s) cost: depends on 2025-2026 biennium budget	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reserves Is this funding source sustainable for future years, months, etc? The Enterprise funds pay more utility tax as their rates increase. It is imperative that the rates are set correctly to incorporate the increased taxes. All funds need a significant rate increase, especially Solid Waste Collection, due to the inflationary pressures experienced in the last couple years.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Paying utility tax is legally required and if Solid Waste Collection can’t pay their fleet bills, they become ineffectual.	

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
It will right-size current year budget due to market changes.
- What operational changes will occur because of this adjustment?
Services will be uninterrupted.
- What are the potential risks or consequences of not approving the budget adjustment?
Utilities will be unable to pay their city utility taxes which will impact General Fund revenue. Solid Waste Collection will be unable to pay their fleet bills.
- 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?
Meets SMC 07.14.030 (C)(3)

What current racial and other inequities might this special budget ordinance address?

This annual budget process does not address any inequities directly.

ORDINANCE NO C36537

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Water-Wastewater Fund, and the Solid Waste 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 Water-Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,413,103.
- A) Of the increased appropriation, \$955,117 is provided solely for city utility tax in the Sewer Maintenance department.
- B) Of the increased appropriation, \$337,986 is provided solely for city utility tax in the Riverside Park Reclamation Facility department.
- C) Of the increased appropriation, \$80,000 is provided solely for city utility tax in the Water department.
- D) Of the increased appropriation, \$40,000 is provided solely for city utility tax in the Integrated Capital Management department.

Section 2. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 2) Increase appropriation by \$3,348,500.
- A) Of the increased appropriation, \$2,830,000 is to be provided solely for fleet maintenance in the Solid Waste Collection department.
- B) Of the increased appropriation, \$362,500 is to be provided solely for city utility tax in the Solid Waste Collection department.
- C) Of the increased appropriation, \$156,000 is to be provided solely for city utility tax in the Solid Waste Disposal department.

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 adjust various Enterprise 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 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:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/24/2024

Clerk's File #

ORD C36538

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 625-6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-GENERAL FUND

Agenda Wording

Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.

Summary (Background)

The special budget ordinance goes over increases, decreases and other adjustments for the following departments: Spokane Police Department, Management and Budget office, Internal Audit, Clerk's Office, Council Office, Mayor's Office and Police Ombudsman.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 1,381,505.00

Current Year Cost \$ 1,381,505.00

Subsequent Year(s) Cost \$ depends on 2025-2026 biennium budget

Narrative

The interfund utility taxes and the extra duty assignment revenue is on-going. General Fund revenue is shared, so it is indeterminable as to what these sources will fund in future years.

Amount

Budget Account

Revenue \$ 1,871,500 # various

Expense \$ 1,381,505 # various

Select \$ #

Select \$ #

\$ #

\$ #

Council Briefing Paper

Finance & Administration Committee

Study Session Date	June 13, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Midyear Adj-General Fund
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.</p> <p><i>Increase revenue by \$1,871,500.</i></p> <p>The Police department has already surpassed its extra duty assignment revenue and needs to increase the budget by \$750,000 to match current estimates.</p> <p>The various interfund utility tax revenues are trending over budget and need to increase by \$1,121,500 to match current estimates.</p> <p><i>Add three positions.</i></p> <p>The Mgmt & Budget department has been tasked with not only creating a first-ever biennium budget, but two versions of it. The current staff of three Budget Analysts (one vacant) needs to increase by at least one to accommodate this mandated workload.</p> <p>The Internal Auditor position was eliminated in the 2024 budget but needs to be resurrected because the current staff of one Tax/Compliance Auditor is not enough to meet the mandated workload.</p> <p>The City Clerk office has seen a significant increase in public records requests and the current staff of one Public Records Specialist is not enough to meet the mandated workload.</p> <p><i>Increase appropriation \$2,327,277.</i></p> <p>The three positions above add approximately \$185,000 to General Fund salaries & benefits.</p> <p>The Police department needs a matching increase to the extra duty assignment expense budget of \$750,000 to accommodate the revenue increase.</p>

Due to inflationary pressures, the Citywide fleet budget is trending over. In order to right-size the 2024 budget, various adjustments need to be made including a \$660,000 increase to Police’s budget.

Fire District 10 received a levy lid lift in 2023 so the annexation payments increased substantially. The annexation budget needs to increase by \$200,000.

The Police department needs a budget increase of \$100,000 to engage in a SREC feasibility study. Additionally, \$60,000 is needed to contract with Rebound for expedited health care of officers.

The Mayor’s Office is in need of a \$25,000 temp wage budget for the intern and an increase of \$10,000 for travel.

Likewise, the Council office is in need of a \$25,000 temp budget for the intern.

The Police Ombudsman’s travel budget needs to increase by \$12,654 for staff to attend a conference.

Finally, a \$300,000 transfer out to the Fire/EMS fund is needed to provide budget for the contractual increase for SREC.

Eliminate three positions.
The Police department is offering to eliminate three vacant positions at this time to reduce the FTE count: Crime Analyst, Clerk III, Police Lieutenant.

Decrease appropriation by \$943,923.
The three positions above reduce approximately \$317,000 to General Fund salaries & benefits.

The Police department is removing \$500,000 from the operational budget to get closer to current estimates. Additionally, \$97,000 is removed from the mobile broadband budget due to favorable air card & cell phone agreements.

The Legal department is reducing their Continuing Legal Education travel budget by \$11,800.

As previously communicated, current Cabinet members are volunteering to take two furlough days in the second half of 2024. That results in approximately \$19,500 in salary savings that can be removed from their associated General Fund department budgets, including Fire.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$1,381,505

Current year cost: \$1,381,505

Subsequent year(s) cost: depends on 2025-2026 biennium budget

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? The interfund utility taxes and the extra duty assignment revenue is on-going. General Fund revenue is shared, so it is indeterminable as to what these sources will fund in future years.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) FTE “swap” is estimated to be favorable to budget.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
It will right-size current year budget due to operational or market changes.

- What operational changes will occur because of this adjustment?
FTE “swap” will reduce, not eliminate, strain on admin departments that have experienced an increase in workload due to statutory, legislative, regulatory or compliance changes.

Fleet operations and internships will continue uninterrupted. Obligatory annexation payments will be paid.

- What are the potential risks or consequences of not approving the budget adjustment?
Admin departments will continue to significantly struggle to meet policy directives, Fleet operations will be disrupted, internships should end, likely unappropriated fund balance will be used to pay annexation agreements.

- 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?
Meets SMC 07.14.030 (C)(3)

What current racial and other inequities might this special budget ordinance address?

This annual budget process does not address any inequities directly.

ORDINANCE NO C36538

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the General Fund and Fire/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 General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,871,500.
 - A) Of the increased revenue, \$750,000 is provided solely for law enforcement services in the Police department for extra duty assignments.
 - B) Of the increased revenue, \$436,000 is provided solely for interfund utility tax for sewer in the Non Departmental department.
 - C) Of the increased revenue, \$362,500 is provided solely for interfund utility tax for solid waste in the Non Departmental department.
 - D) Of the increased revenue, \$156,000 is provided solely for interfund utility tax for electricity in the Non Departmental department.
 - E) Of the increased revenue, \$80,000 is provided solely for interfund utility tax for water in the Non Departmental department.
 - F) Of the increased revenue, \$47,000 is provided solely for interfund utility tax for stormwater in the Non Departmental department.
 - G) Of the increased revenue, \$40,000 is provided solely for interfund utility tax for ICM in the Non Departmental department.

- 2) Add one classified Budget Analyst position (from 3 to 4) in the Management & Budget department.
- 3) Add one exempt Internal Auditor position (from 0 to 1) in the Finance department.
- 4) Add one classified Public Records Specialist position (from 1 to 2) in the City Clerk department.

- 5) Increase appropriation by \$2,327,277.
 - A) Of the increased appropriation, \$60,000 is provided for base wages and associated employee benefits in the Management & Budget department.
 - B) Of the increased appropriation, \$86,873 is provided for base wages and associated employee benefits in the Finance department.
 - C) Of the increased appropriation, \$37,750 is provided for base wages and associated employee benefits in the City Clerk department.
 - D) Of the increased appropriation, \$750,000 is provided solely for extra duty in the Police department.
 - E) Of the increased appropriation, \$660,000 is provided solely for fleet maintenance in the Police department.
 - F) Of the increased appropriation, \$200,000 is provided solely for annexation in the Non Departmental department.
 - G) Of the increased appropriation, \$100,000 is provided solely for surveys/studies in the Police department.
 - H) Of the increased appropriation, \$60,000 is provided solely for contractual services in the Police department.

- I) Of the increased appropriation, \$25,000 is provided solely for temp seasonal wages in the Mayor's Office.
 - J) Of the increased appropriation, \$25,000 is provided solely for temp seasonal wages in the Council Office.
 - K) Of the increased appropriation, \$12,654 is provided solely for travel in the Police Ombudsman department.
 - L) Of the increased appropriation, \$10,000 is provided solely for travel in the Mayor's Office.
 - M) Of the increased appropriation, \$300,000 is provided solely for an operating transfer out to the Fire/EMS fund in the Allocations department.
-
- 6) Eliminate one classified, vacant Crime Analyst (from 4 to 3) in the Police department.
 - 7) Eliminate one classified, vacant Clerk III (from 4 to 3) in the Police department.
 - 8) Eliminate one classified, vacant Police Lieutenant (from 18 to 17) in the Police department.
-
- 9) Decrease appropriation by \$943,923.
 - A) Of the decreased appropriation, \$317,418 is removed from base wages and associated employee benefits in the Police department.
 - B) Of the decreased appropriation, \$500,000 is removed from base wages in the Police department.
 - C) Of the decreased appropriation, \$97,000 is removed from mobile broadband in the Police department.
 - D) Of the decreased appropriation, \$11,800 is removed from CLE travel in the Legal department.
 - E) Of the decreased appropriation, \$1,337 is removed from base wages and associated employee benefits in the Communications department.
 - F) Of the decreased appropriation, \$1,755 is removed from base wages and associated employee benefits in the Finance department.
 - G) Of the decreased appropriation, \$1,582 is removed from base wages and associated employee benefits in the NHHS department.
 - H) Of the decreased appropriation, \$1,129 is removed from base wages and associated employee benefits in the Office of Civil Rights department.
 - I) Of the decreased appropriation, \$1,575 is removed from base wages and associated employee benefits in the Legal department.
 - J) Of the decreased appropriation, \$6,708 is removed from base wages and associated employee benefits in the Mayor's Office.
 - K) Of the decreased appropriation, \$2,037 is removed from base wages and associated employee benefits in the Police department.
 - L) Of the decreased appropriation, \$1,582 is removed from base wages and associated employee benefits in the CED department.

Section 2. That in the budget of the Fire/EMS Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$300,000.
 - A) Of the increased revenue, \$300,000 is provided solely as an operating transfer in from the General Fund.
- 2) Increase appropriation by \$300,000.
 - A) Of the increased appropriation, \$300,000 is provided solely for contractual services.
- 3) Decrease appropriation by \$1,849.
 - A) Of the decreased appropriation, \$1,849 is removed from base wages and associated employee benefits.

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 adjust the General Fund budget, 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 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:****Committee:** Finance & Administration **Date:** 06/24/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/24/2024

Clerk's File #

ORD C36539

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Bid #**Contact Name/Phone**

MATT BOSTON 625-6820

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-INTERNAL SERVICE FUND

Agenda Wording

Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances

Summary (Background)

This special budget ordinance goes over increases, decreases and other adjustments for the following departments: Fleet Services, Management Information Services, Reprographics, and Utility Billing.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ (245,330.00)

Current Year Cost \$ (245,330.00)

Subsequent Year(s) Cost \$ depends on 2025-2026 biennium budget

Narrative

Fleet revenue is generated by charging other City departments for services.

Amount**Budget Account**

Revenue \$ 2,400,000

5100-71700-99999-34830-99999

Expense \$ 2,154,670

various

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

Study Session Date	June 13, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Midyear Adj-Internal Services Funds
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.</p> <p><u>Fleet Services Fund</u> <i>Increase revenue and appropriation by \$2,400,000.</i> Due to inflationary pressures, the Citywide fleet budget is trending over. In order to right-size the 2024 budget, various adjustments need to be made including a \$2,400,000 increase to Fleet Service’s budget.</p> <p><u>Management Information Services Fund</u> <i>Decrease appropriation by \$206,669.</i> Microsoft and Oracle contracts were re-negotiated, and savings will be removed from the budget, \$205,000.</p> <p>As previously communicated, current Cabinet members are volunteering to take two furlough days in the second half of 2024. That results in approximately \$2,000 in salary savings that can be removed from the IT budget.</p> <p><u>Reprographics Fund</u> Due to software and maintenance contract savings, \$36,864 can be removed from Repro’s budget.</p> <p><u>Utility Billing Fund</u> As previously communicated, current Cabinet members are volunteering to take two furlough days in the second half of 2024. That results in approximately \$2,000 in salary savings that can be removed from the Utility Billing budget.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$(245,330)</u></p> <p style="padding-left: 40px;">Current year cost: \$(245,330)</p> <p style="padding-left: 40px;">Subsequent year(s) cost: depends on 2025-2026 biennium budget</p>	

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Fleet revenue is generated by charging other City departments for services.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) Contractual savings are only realized at renewal periods and not expected to continue. Fleet expenses will continue.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
It will right-size current year budget due to market changes.
- What operational changes will occur because of this adjustment?
Services will be uninterrupted.
- What are the potential risks or consequences of not approving the budget adjustment?
Fleet services would be disrupted.
- 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?
Meets SMC 07.14.030 (C)(3)

What current racial and other inequities might this special budget ordinance address?

This annual budget process does not address any inequities directly.

ORDINANCE NO C36539

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Fleet Services Fund, the Management Information Services Fund, the Reprographics Fund, and the Utility Billing 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 revenue by \$2,400,000.
 - A) Of the increased revenue, \$2,400,000 is provided solely for interfund vehicle/equipment repair.
- 2) Increase appropriation by \$2,400,000.
 - A) Of the increased appropriation, \$1,000,000 is provided solely for vehicle repair & maintenance supply.
 - B) Of the increased appropriation, \$1,200,000 is provided solely for equipment repairs & maintenance.
 - C) Of the increased appropriation, \$200,000 is provided solely for contractual services.

Section 2. That in the budget of the Management Information Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$206,669.
 - A) Of the decreased appropriation, \$205,000 is removed solely from software maintenance.
 - B) Of the decreased appropriation, \$1,669 is removed from base wages and associated employee benefits.

Section 3. That in the budget of the Reprographics Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$36,864.
 - A) Of the decreased appropriation, \$18,600 is removed solely from equipment repairs/maintenance.
 - B) Of the decreased appropriation, \$18,264 is removed solely from hardware maintenance.

Section 4. That in the budget of the Utility Billing Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$1,797.
 - A) Of the decreased appropriation, \$1,797 is removed from base wages and associated employee benefits.

Section 5. 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 adjust various Internal Services 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 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:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/24/2024

Clerk's File #

ORD C36540

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 625-6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-SPECIAL REVENUE FUND

Agenda Wording

Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.

Summary (Background)

This special budget ordinance goes over increases, decreases and other adjustments for the following funds: Public Safety Personnel, Forfeitures and Contributions, Traffic Calming, Library, and Parks and Recreation.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 453,902.00

Current Year Cost \$ 453,902.00

Subsequent Year(s) Cost \$

Narrative

The forfeiture funds are periodically reviewed for possible use. The Traffic Calming fund is well-funded and can sustain equipment maintenance for the foreseeable future.

Amount

Budget Account

Expense \$ 453,902

various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

Study Session Date	June 13, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Midyear Adj-Special Revenue Funds
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.</p> <p><u>Public Safety Personnel Fund</u> <i>Eliminate one position</i> The Police department is offering to eliminate one vacant position at this time to reduce the FTE count: Crime Analyst.</p> <p><i>Decrease appropriation by \$113,582.</i> The elimination of the one position above reduces salaries & benefits.</p> <p><u>Forfeitures and Contributions Fund</u> <i>Increase appropriation by \$520,500.</i> The Police department is requesting access to these funds in order to purchase the following:</p> <ol style="list-style-type: none"> 1. Due to collisions and mechanical failure, the Investigative Bureau of the Police Department is in need of additional undercover vehicles for use in the investigation of drug sales and other felony crimes. We are requesting budget authority to utilize \$100,000 of the forfeiture accounts for the purchase and commissioning of three undercover vehicles. 2. The Major Crimes Unit is requesting budget authority of \$140,000 to purchase a new Leica crime scene scanner. Our current scanner, purchased in 2018, is reaching the end of its service life. 3. SPD’s Technical Assistance and Response Unit is requesting \$160,000 for Cellebrite – which is a critical software used in the investigation of a multitude of crimes to include Homicide, Human Trafficking, Illegal Drug Trafficking, and many others. 4. The Special Investigations Unit is requesting \$25,000 for the purchase of PAPRs (Powered Air Purifying Respirators) for safe operations in environments where powdered fentanyl may be encountered.

5. The Special Investigations Unit is requesting **\$70,000** for confidential funds. Based on the projected use, this should carry the unit for the rest of the year.
6. The Air Support Unit is requesting **\$15,000** for training in the use of new drones.
7. The Spokane Police Department is also requesting **\$10,500** for the purchase of Narcan for officers and detectives to carry. The Narcan officers currently being carried and within our inventory will soon expire.

This will leave \$217,500 in the forfeiture fund accounts.

Traffic Calming Measures Fund

Increase appropriation by \$50,000.

In order to execute RES 2024-0001 wherein Traffic Calming funding was used to purchase sweeping and plowing equipment for bike lanes, median refuge islands and street-adjacent separated pathways, additional funding is needed for that equipment's maintenance.

Library and Parks & Recreation Funds

As previously communicated, current Cabinet members are volunteering to take two furlough days in the second half of 2024. That results in approximately \$3,000 in salary savings that can be removed from these Special Revenue Funds' budgets.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$453,902

Current year cost: \$453,902

Subsequent year(s) cost: depends on 2025-2026 biennium budget

Funding Source One-time Recurring N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? The forfeiture funds are periodically reviewed for possible use. The Traffic Calming fund is well-funded and can sustain equipment maintenance for the foreseeable future.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) Purchased traffic calming equipment will need maintenance in perpetuity.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
It will right-size current year budget due to operational changes.
- What operational changes will occur because of this adjustment?
Police will be able to put the forfeiture funds to good use and traffic calming equipment will be maintained.

- What are the potential risks or consequences of not approving the budget adjustment?
Police operations will be stifled and traffic calming equipment may experience down time.
- 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?
Meets SMC 07.14.030 (C)(3)

What current racial and other inequities might this special budget ordinance address?

This annual budget process does not address any inequities directly.

ORDINANCE NO C36540

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Public Safety Personnel and Crime Reduction Fund, the Forfeitures and Contributions Fund, the Traffic Calming Measures Fund, the Library Fund and the Park 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 Public Safety Personnel and Crime Reduction Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Eliminate one classified, vacant Crime Analyst (from 1 to 0) in the Police Crime Analysis program.
- 2) Decrease appropriation by \$113,582.
 - A) Of the decreased appropriation, \$113,582 is removed from base wages and associated employee benefits in the Police Crime Analysis program.

Section 2. That in the budget of the Forfeitures and Contributions Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$520,500.
 - A) Of the increased appropriation, \$100,000 is to be provided solely for vehicles.
 - B) Of the increased appropriation, \$140,000 is to be provided solely for machinery/equipment.
 - C) Of the increased appropriation, \$160,000 is to be provided solely for software maintenance.
 - D) Of the increased appropriation, \$25,000 is to be provided solely for personal protective equipment.
 - E) Of the increased appropriation, \$70,000 is to be provided solely for confidential funds.
 - F) Of the increased appropriation, \$15,000 is to be provided solely for registration/schooling.
 - G) Of the increased appropriation, \$10,500 is to be provided solely for operating supplies.

Section 3. That in the budget of the Traffic Calming Measures Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$50,000.
 - A) Of the increased appropriation, \$50,000 is to be provided solely for fleet maintenance.

Section 4. That in the budget of the Library Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$1,434.
 - A) Of the decreased appropriation, \$1,434 is removed from base wages and associated employee benefits.

Section 5. That in the budget of the Park Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$1,582.
 - A) Of the decreased appropriation, \$1,582 is removed from base wages and associated employee benefits.

Section 6. 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 adjust various Special Revenue 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 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:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/13/2024

Clerk's File #

ORD C36542

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

HUMAN RESOURCES

Bid #

Contact Name/Phone

MIKE ORMSBY 6278

Requisition #

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON MCATHCART ZZAPPONE

Agenda Item Name

0620 SPECIAL BUDGET ORDINANCE – Q2 2024, QUARTERLY RANGE CHANGES

Agenda Wording

Q2 2024, Quarterly Range Changes

Summary (Background)

The City's Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis are listed. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 42,000-56,000

Current Year Cost \$ 21,000-28,000

Subsequent Year(s) Cost \$ cost ranges above multiplied by COLA applicable to that year

Narrative

Existing personnel budgets are expected to cover the increased expense due to vacancy savings. If vacancy savings aren't sufficient, the increase will be funded with unappropriated fund balance.

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

Committee Date	June 24, 2024																																																																																									
Submitting Department	Human Resources																																																																																									
Contact Name	Michael Ormsby																																																																																									
Contact Email & Phone	mormsby@spokanecity.org x6278																																																																																									
Council Sponsor(s)	Betsy Wilkerson, Michael Cathcart																																																																																									
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes																																																																																									
Agenda Item Name	Special Budget Ordinance – Q2 2024, Quarterly Range Changes																																																																																									
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																									
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda																																																																																									
Summary	<p>The City’s Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents’ pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Union</th> <th style="width: 10%;">SPN</th> <th style="width: 20%;">Title</th> <th style="width: 10%;">From Grade</th> <th style="width: 10%;">To Grade</th> <th style="width: 20%;">Former Range</th> <th style="width: 20%;">New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7" style="text-align: center;">Civil Service Request</td> </tr> <tr> <td>MPB</td> <td>256</td> <td>Planner I</td> <td>35</td> <td>37</td> <td>\$60,030.00 - \$84,856.32</td> <td>\$62,994.96- \$89,115.84</td> </tr> <tr> <td>MPB</td> <td>257</td> <td>Planner II</td> <td>41</td> <td>42</td> <td>\$69,426.00 - \$98,344.80</td> <td>\$70,971.12- \$100,725.12</td> </tr> <tr> <td>MPB</td> <td>258</td> <td>Senior Planner</td> <td>46</td> <td>47</td> <td>\$78,320.88 - \$110,977.20</td> <td>\$80,262.72- \$113,503.68</td> </tr> <tr> <td>MPB</td> <td>260</td> <td>Principal Planner</td> <td>50</td> <td>51</td> <td>\$85,691.52 - \$121,793.04</td> <td>\$88,468.56- \$125,927.28</td> </tr> <tr> <td>Local 270</td> <td>171</td> <td>Inventory Control Specialist</td> <td>30</td> <td>33</td> <td>\$45,539.28 - \$71,534.88</td> <td>\$48,587.76- \$76,003.20</td> </tr> <tr> <td>MPB</td> <td>038</td> <td>Community Risk Reduction Manager</td> <td>38</td> <td>42</td> <td>\$64,435.68- \$91,245.60</td> <td>\$70,971.12- \$100,725.12</td> </tr> <tr> <td>MPB</td> <td>365</td> <td>Senior Case Manager</td> <td>N/A</td> <td>38</td> <td>N/A</td> <td>\$64,435.68- \$91,245.60</td> </tr> <tr> <td>MPB</td> <td>363</td> <td>Social Work Case Manager</td> <td>N/A</td> <td>35</td> <td>N/A</td> <td>\$60,030.00- \$84,856.32</td> </tr> <tr> <td>Local 270</td> <td>628</td> <td>Vehicle Commissioning Technician</td> <td>34</td> <td>36</td> <td>\$49,757.04- \$77,527.44</td> <td>\$51,636.24- \$80,638.56</td> </tr> <tr> <td>Local 270</td> <td>628C</td> <td>MECP Vehicle Commissioning Technician</td> <td>36</td> <td>38</td> <td>\$51,636.24- \$80,638.56</td> <td>\$52,909.92- \$84,689.28</td> </tr> </tbody> </table> <p style="text-align: center; margin-top: 10px;"><i>continued on the next page...</i></p>						Union	SPN	Title	From Grade	To Grade	Former Range	New Range	Civil Service Request							MPB	256	Planner I	35	37	\$60,030.00 - \$84,856.32	\$62,994.96- \$89,115.84	MPB	257	Planner II	41	42	\$69,426.00 - \$98,344.80	\$70,971.12- \$100,725.12	MPB	258	Senior Planner	46	47	\$78,320.88 - \$110,977.20	\$80,262.72- \$113,503.68	MPB	260	Principal Planner	50	51	\$85,691.52 - \$121,793.04	\$88,468.56- \$125,927.28	Local 270	171	Inventory Control Specialist	30	33	\$45,539.28 - \$71,534.88	\$48,587.76- \$76,003.20	MPB	038	Community Risk Reduction Manager	38	42	\$64,435.68- \$91,245.60	\$70,971.12- \$100,725.12	MPB	365	Senior Case Manager	N/A	38	N/A	\$64,435.68- \$91,245.60	MPB	363	Social Work Case Manager	N/A	35	N/A	\$60,030.00- \$84,856.32	Local 270	628	Vehicle Commissioning Technician	34	36	\$49,757.04- \$77,527.44	\$51,636.24- \$80,638.56	Local 270	628C	MECP Vehicle Commissioning Technician	36	38	\$51,636.24- \$80,638.56	\$52,909.92- \$84,689.28
Union							SPN	Title	From Grade	To Grade	Former Range	New Range																																																																														
Civil Service Request																																																																																										
MPB							256	Planner I	35	37	\$60,030.00 - \$84,856.32	\$62,994.96- \$89,115.84																																																																														
MPB							257	Planner II	41	42	\$69,426.00 - \$98,344.80	\$70,971.12- \$100,725.12																																																																														
MPB							258	Senior Planner	46	47	\$78,320.88 - \$110,977.20	\$80,262.72- \$113,503.68																																																																														
MPB							260	Principal Planner	50	51	\$85,691.52 - \$121,793.04	\$88,468.56- \$125,927.28																																																																														
Local 270							171	Inventory Control Specialist	30	33	\$45,539.28 - \$71,534.88	\$48,587.76- \$76,003.20																																																																														
MPB							038	Community Risk Reduction Manager	38	42	\$64,435.68- \$91,245.60	\$70,971.12- \$100,725.12																																																																														
MPB							365	Senior Case Manager	N/A	38	N/A	\$64,435.68- \$91,245.60																																																																														
MPB							363	Social Work Case Manager	N/A	35	N/A	\$60,030.00- \$84,856.32																																																																														
Local 270							628	Vehicle Commissioning Technician	34	36	\$49,757.04- \$77,527.44	\$51,636.24- \$80,638.56																																																																														
Local 270							628C	MECP Vehicle Commissioning Technician	36	38	\$51,636.24- \$80,638.56	\$52,909.92- \$84,689.28																																																																														
What is the specific purpose or need for the budget adjustment?																																																																																										
What changes or developments have triggered this request?																																																																																										

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Director Request						
Non-Rep	733A	Legislative Assistant I	23	24	\$46,666.80-\$66,273.12	\$50,007.60-\$67,003.92
Non-Rep	733B	Legislative Assistant II	N/A	33	N/A	\$55,519.92-\$78,508.80

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: Citywide: \$42,000 - \$56,000 General Fund: \$33,000 - \$42,000

Current year cost: Citywide: \$21,000 - \$28,000 General Fund: \$16,500 - \$21,000

Subsequent year(s) cost: The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year.

Funding Source One-time Recurring N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence One-time Recurring N/A

Other budget impacts: Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings. If vacancy savings aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

Operations Impacts (If N/A, please give a brief description as to why)

- What are the net impacts this adjustment will have on the specifically affected line items?
No budget change will be made, but personnel expenses will increase in the affected Funds.
- What operational changes will occur because of this adjustment?
None will occur in 2024. City Council operations may be impacted with the introduction of new Legislative Assistant classifications.
- What are the potential risks or consequences of not approving the budget adjustment?
If the City's compensation plan is left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.
- 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?
Ensures compensation equity.

What current racial and other inequities might this special budget ordinance address?

This SBO works to ensure compensation equity.

ORDINANCE NO C36542

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the various Funds listed below, 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 Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Planner I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	256	Planner I	35	37	\$60,030-\$84,856	\$62,995-\$89,116

- 2) Change the grade and associated pay range for the Planner II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	257	Planner II	41	42	\$69,426-\$98,345	\$70,971-\$100,725

- 3) Change the grade and associated pay range for the Senior Planner position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	258	Senior Planner	46	47	\$78,321-\$110,977	\$80,263-\$113,504

- 4) Change the grade and associated pay range for the Principal Planner position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	260	Principal Planner	50	51	\$85,692-\$121,793	\$88,469-\$125,927

- 5) Change the grade and associated pay range for the Legislative Assistant I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Non-Rep	733A	Legislative Assistant I	23	24	\$46,667-\$66,273	\$50,008-\$67,004

- 6) Change the grade and associated pay range for the Legislative Assistant II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Non-Rep	733B	Legislative Assistant II	N/A	33	N/A	\$55,520-\$78,509

Section 2. That in the budget of the Fire and Emergency Medical Services (EMS) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Community Risk Reduction Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	038	Community Risk Reduction Manager	38	42	\$64,436-\$91,246	\$70,971-\$100,725

- 2) Change the grade and associated pay range for the Senior Case Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	365	Senior Case Manager	N/A	38	N/A	\$64,436 - \$91,246

- 3) Change the grade and associated pay range for the Social Work Case Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	363	Social Work Case Manager	N/A	35	N/A	\$60,030 - \$84,856

Section 3. That in the budget of the Water Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Inventory Control Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	171	Inventory Control Specialist	30	33	\$45,539-\$71,535	\$48,588-\$76,003

Section 4. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Inventory Control Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	171	Inventory Control Specialist	30	33	\$45,539-\$71,535	\$48,588-\$76,003

Section 5. That in the budget of the Development Services Center Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Planner I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	256	Planner I	35	37	\$60,030-\$84,856	\$62,995-\$89,116

- 2) Change the grade and associated pay range for the Planner II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	257	Planner II	41	42	\$69,426-\$98,345	\$70,971-\$100,725

Section 6. That in the budget of the Fleet Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Vehicle Commissioning Technician position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	628	Vehicle Commissioning Technician	34	36	\$49,757-\$77,527	\$51,636-\$80,639

- 2) Change the grade and associated pay range for the MECP Vehicle Commissioning Technician position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	628C	MECP Vehicle Commissioning Technician	36	38	\$51,636-\$80,639	\$52,910-\$84,689

Section 7. 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 adjust pay ranges to align with salary analysis, 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 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:****Committee:** Finance & Administration **Date:** 06/03/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/3/2024

Clerk's File #

RES 2024-0055

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ERIK POULSEN 625-6721

Requisition #**Contact E-Mail**

EPOULSEN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE JBINGLE PDILLON

Agenda Item Name

0320 – RESOLUTION ADOPTING 2024-2025 FEDERAL LEGISLATIVE AGENDA

Agenda Wording

Resolution Adopting 2024-2025 Federal Legislative Agenda

Summary (Background)

Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. The proposed resolution is to adopt the federal legislative priorities for the years 2024 - 2025, as set forth in Attachment A of the resolution. This list has been developed with key members of the administration, contract lobbyists and other interested parties.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Not Applicable

Amount**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Briefing Paper

Finance & Administration Committee

Committee Date	06/03/24
Submitting Department	City Council
Contact Name	Erik Poulsen
Contact Email & Phone	epoulsen@spokanecity.org ; 625-6721
Council Sponsor(s)	Zappone, Bingle, Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0320 – Resolution Adopting 2024-2025 Federal Legislative Agenda
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Pursuant to SMC 02.03.030, the City Council establishes the legislative priorities for the City of Spokane after consultation with the Mayor and other interested parties. Attached is the proposed resolution to adopt the federal legislative priorities for the years 2024 – 2025, as set forth in Attachment A to the resolution. This list has been developed with key members of the administration, contract lobbyists and other interested parties.</p> <p><input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution</p> <p>Committee review: F & A June 3, 2024 Advance Agenda: June 10, 2024 Action: June 24, 2024</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 	

The legislative priorities of the City typically reflect a variety of policy and budget priorities of the City, and thus do not lend themselves to categorization by equity impact. However, the federal legislative priorities include a number of initiatives that are likely to benefit underserved and marginalized communities, including housing, childcare and tax credits.

- 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?

Not applicable

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

Success of legislative effort is measured by how many of the priority measures and budget requests of the City are enacted by Congress.

- 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 Council adopts legislative priorities pursuant to SMC 02.02.030 after consultation with the Mayor and interested parties. This list has been developed by the legislative team with assistance from key members of the administration, contract lobbyists and other interested parties.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

This list is developed by the council's Legislative Committee.

RESOLUTION NO. 2024-0055

A Resolution adopting the City of Spokane's federal legislative agenda for the years 2024-2025.

WHEREAS, Spokane Municipal Code section 02.03.030 provides that "[a]ny legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted, and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane"; and

WHEREAS, the City Council periodically identifies a list of on-going congressional goals and priorities; and

WHEREAS, the City Council has consulted with its federal contract lobbyists, administration staff and interested stakeholders to form the attached initial list of congressional priorities for the years 2024-2025; and

WHEREAS, the attached federal legislative agenda shall guide the City of Spokane's efforts at the federal level for the years 2024-2025;

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby adopts its City of Spokane 2024-2025 Federal Legislative Agenda, as specified in Attachment A to this Resolution.

ADOPTED by the City Council this _____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

Attachment A

Adopted by City Council via Resolution 2024-_____ on June ____, 2024

CITY OF SPOKANE 2024-2025 FEDERAL PRIORITIES

The City of Spokane will advocate for federal policies, direct funding and financing tools to:

- Invest in transportation, water infrastructure, and sustainability initiatives;
- Create more housing opportunities and provide essential human services to address homelessness, respond to the fentanyl crisis, and improve public safety; and
- Grow the region's economy and support its workforce.

TRANSPORTATION, WATER INFRASTRUCTURE, & SUSTAINABILITY

- **Latah Bridge:** The City will work with our Congressional delegation and regional transportation stakeholders to secure federal grant funding for the \$65 million Latah Bridge rehabilitation project.
- **US 195:** The City will partner with regional stakeholders and our Congressional delegation to identify and implement solutions that increase safety and freight mobility in this key corridor.
- **Monroe Street Bridge:** The City will seek additional funding for safety improvements on this historic bridge, building on the success of last year's Congressionally Directed Spending (CDS) grant to address suicide prevention.
- **Infrastructure in Northeast and East Central Communities:** The City is prioritizing projects in communities that have experienced historic underinvestment and will continue working to maximize opportunities associated with completion of the North Spokane Corridor.
- **PFAS:** The City will advocate for funding to help mitigate contamination of PFAS "forever chemicals" and protect public health. The City will also advocate to exempt utilities from CERCLA (commonly known as Superfund) liability.
- **Low Income Water Assistance Program (LIHWAP):** The City supports current legislation making LIHWAP permanent to assist those struggling with utility costs and ensure financial sustainability for City utilities.
- **Water Project Grants:** The City will push for federal policies that allow larger cities to access water infrastructure grants that currently are available only to smaller jurisdictions.
- **Land and Water Conservation Fund:** The City will advocate for additional capacity in this program that invests in open space and recreation priorities such as Riverfront Park and High Bridge Park.
- **Waste to Energy (WTE):** The City will explore additional opportunities to promote recycling, waste reduction, and technologies that advance the WTE facility as a more sustainable alternative to landfilling.
- **Li-Ion Batteries:** Spokane Fire Department and the City support current legislation creating federal safety standards for rechargeable lithium-ion batteries to help prevent fires in e-bikes, e-scooters, and other micromobility devices.

HOUSING, HOMELESSNESS & HUMAN SERVICES

- **Street Medicine and Alternative Response Units:** The City is working with community partners to provide more capacity for effective crisis interventions, particularly for

individuals experiencing homelessness and fentanyl addiction. The City is pursuing a Congressionally Directed Spending (CDS) grant and other funding to accelerate expansion of the Spokane Mobile Alternative Response Teams (SMART) initiative.

- **Medicaid Institutions of Mental Disease (IMD):** The City supports lifting the IMD exclusion, which limits Medicaid coverage for mental health treatment in facilities with 16 or more beds. This exclusion contributes to overuse of emergency rooms treatment for mental health and substance use disorders.
- **Low-Income Housing Tax Credits/Private Activity Bonds:** The City supports the Affordable Housing Credit Improvement Act, which would expand low-income housing tax credits and lower the private activity bond financing threshold. These federal tools are the primary drivers for encouraging private investment of affordable housing in the Spokane region.

ECONOMY & WORKFORCE

- **Childcare:** The City will support federal initiatives to strengthen early learning and help ensure families can access high-quality, safe, affordable childcare. The City will advocate for Northeast Public Development Authority's CDS request to fund a childcare center for workers with nontraditional hours, including swing shifts and weekends.
- **Child Tax Credit:** The temporary expansion of the Child Tax Credit as part of the 2021 American Rescue Plan Act was a critical tool for addressing child poverty. The City supports Congressional efforts to expand this tax credit for low- and middle-income families.
- **Tech Hub:** The U.S. Economic Development Administration (EDA) officially designated Spokane's American Aerospace Materials Manufacturing Center as a Tech Hub. The City will support the AAMMC's applications for federal funding and advocate for EDA programmatic funding to support the Tech Hubs initiative.
- **Broadband & Digital Equity:** The City will advocate to expand funding for the federal Affordable Connectivity Program and improve broadband access.
- **New Markets Tax Credit:** The City will support extension of the federal New Markets Tax Credits Program, which helps to promote economic growth and community development in underserved areas by incentivizing private investment.
- **Fairchild Air Force Base:** The City is committed to preserving Fairchild Air Force Base and working with base leadership and regional stakeholders on key issues of mutual interest, including housing supply and workforce initiatives that benefit military spouses and the community.
- **Protecting Retail Businesses:** The City supports stronger partnerships between local governments and federal law enforcement to combat organized retail crime. On their own, local jurisdictions do not have the capacity or tools to address criminal enterprises that are operating across larger regional areas.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/24/2024

Clerk's File #

RES 2024-0062

Cross Ref #**Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ZACK ZAPPONE 6256

Requisition #**Contact E-Mail**

ZZAPPONE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE KKLITZKE BWILKERSON

Agenda Item Name

0320 - SIDEWALK REPAIR PILOT PROGRAM RESOLUTION

Agenda Wording

A Resolution No. 2024-0000, relating to the Traffic Calming Fund requesting the mayor use current funding to establish a Sidewalk Improvement and Repair Pilot Program.

Summary (Background)

Requesting the Administration to implement a sidewalk repair pilot program using traffic calming funds that were replenished from grants secured by Integrated Capital Management.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 500000

Current Year Cost \$ 500000

Subsequent Year(s) Cost \$ unknown

Narrative

Providing funding to hire a project employee to oversee and administer the pilot program; focusing on sidewalks near low-income households and highly utilized pedestrian corridors along arterials, schools, parks and commercial areas.

Amount**Budget Account**

Expense \$ 500000

traffic calming fund (1380)

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

ORLOB, KIMBERLY

SCHOEDEL, ELIZABETH

Additional Approvals

Distribution List

nzollinger@spokanecity.org

korlob@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	6/24/24
Submitting Department	COUNCIL
Contact Name	JACKSON DEESE
Contact Email & Phone	JDEESE@SPOKANECITY.ORG
Council Sponsor(s)	ZAPPONE, KLITZKE, AND WILKERSON
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	SIDEWALK REPAIR PILOT PROGRAM RESOLUTION
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	REQUESTING ADMINISTRATION IMPLEMENT A SIDEWALK REPAIR PILOT PROGRAM USING TRAFFIC CALMING FUNDS THAT WERE REPLENISHED FROM GRANTS SECURED BY INTEGRATED CAPITAL MANAGEMENT.
*use the Fiscal Impact box below for relevant financial information	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$500,000</u></p> <p style="padding-left: 20px;">Current year cost: \$500,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: TBD</p> <p>Narrative: <u>Providing funding to hire a project employee to oversee and administer the pilot program; focusing on sidewalks near low-income households and highly utilized pedestrian corridors along arterials, schools, parks and commercial areas.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? No, but could be allocated from future Traffic Calming Fund approvals if pilot is deemed successful.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>Funding would be directed towards low-income households who cannot personally afford the sidewalk improvements of their designated responsibility.</p> <ul style="list-style-type: 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? 	

The project employee will be directed to consider these criteria in their recommendation of sidewalk repair locations.

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

Regular updates by the Administration to City Council during Public Infrastructure, Environment and Sustainability Committee meetings.

- 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?

Improves sidewalks for pedestrian safety, and pilots a future recurring allocation of funding for sidewalk improvement that is financially sustainable.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

RESOLUTION NO. 2024-0062

A Resolution No. 2024-0062, relating to the Traffic Calming Fund requesting the mayor use current funding to establish a Sidewalk Improvement and Repair Pilot Program.

WHEREAS, there is an urgent need to make our streets safer; and

WHEREAS, the sidewalk network in the City of Spokane is incomplete and completed portions are in need of repair; and

WHEREAS, RCW 46.63.170 authorizes local jurisdictions to install and operate automated traffic safety cameras as a means for enforcing traffic laws; and

WHEREAS, consistent with RCW 46.63.170, the Spokane City Council adopted Spokane Municipal Code Chapter 16A.64 which, in pertinent part, authorizes the use of automated traffic safety cameras in the City of Spokane at two-arterial intersections and school speeding zones; and

WHEREAS, on August 26, 2019, the City Council enacted ordinance C35809, establishing new Section 07.08.148 in the Spokane Municipal Code to create the “Traffic Calming Fund” into which funds from automated traffic safety cameras infractions were deposited; and

WHEREAS, under SMC 07.08.148, funds in the Traffic Calming Fund as to be used to pay for “traffic calming measures” and such operational expenses associated with the automated safety camera program; and

WHEREAS, in 2024, the Washington Legislature enacted Engrossed Substitute Senate Bill 2384, expanding the allowed uses and locations of automated safety cameras, defining allowed uses of revenues generated from automated safety-camera programs, permitting the use of non-commissioned individuals to review infractions, and enacting other provisions relating to automated safety cameras; and

WHEREAS, sidewalk network improvement and repair are issues of safety and accessibility; and

WHEREAS, roadways without sidewalks are more than twice as likely to have pedestrian crashes compared to roads with sidewalks on both sides of the street; and

WHEREAS, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which are applied for by neighborhoods; and

WHEREAS, the City Council historically has directed the allocation of funds generated from automated traffic safety cameras; and

WHEREAS, the Traffic Calming Fund is replenishing funds that were allocated for projects in 2025 with \$1 million in grants secured by Integrated Capital Management in 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Spokane City Council requests that the Administration create a pilot sidewalk repair program for design in 2024 and construction in 2025.

BE IT FURTHER RESOLVED, that such program should prioritize sidewalk repair for low-income households and then sidewalk infill projects along highly utilized pedestrian routes along arterials such as bus stops, parks, commercial areas, and schools in consultation with the Transportation Commission.

BE IT FURTHER RESOLVED, that the Administration may use \$500,000 from the Traffic Calming Funds to hire a project employee to help create and administer the program as well as to fund sidewalk repairs and infill.

BE IT ALSO RESOLVED, that the Administration shall regularly update the City Council at the regularly scheduled Public Infrastructure, Environment, and Sustainability Committee.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/24/2024

Clerk's File #

RES 2024-0063

Cross Ref #

OPR 2024-0534

Project #**Council Meeting Date:** 07/08/2024**Submitting Dept**

WASTEWATER MANAGEMENT

Bid #**Contact Name/Phone**

KYLE 625-4647

Requisition #

VALUE BLANKET

Contact E-Mail

KARRINGTON@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4320 RESOLUTION WITH WHITNEY EQUIPMENT COMPANY, INC.

Agenda Wording

Resolution to authorize sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc. to supply Teledyne ISCO flow monitoring parts and supplies from August 1st, 2024 to July 31st, 2029 for a cost of \$680,000

Summary (Background)

RPWRF uses Teledyne ISCO flow monitoring parts and supplies, a patented portable modular monitoring system that utilizes ultrasonic, sonar and pressure transducer technologies used to monitor data and log the flow in sewer lines and CSOs. This system is used to ensure compliance with the Department of Ecology and EPA and Sierra Club requirements regarding the Clean Water Act, which is the basis of the City's NPDES Permit.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 680,000.00 over 5 years

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Value Blanket

Amount**Budget Account**

Expense \$ 680,000.00

4320.43201.35148.53210

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Resolution to authorize sole source procurement for Teledyne ISCO flow monitoring parts and supplies and authorizing the purchase from the only authorized dealer, Whitney Equipment Company, Inc. This is a five-year sole source resolution scheduled to begin on August 1st, 2024, and to end on July 31st, 2029, at an estimated cost of \$680,000.00.

Approvals

<u>Dept Head</u>	GENNETT, RAYLENE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

Andrew Klempel andrew@weci.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	RPWRFAccounting@spokanecity.org
tlester@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	June 24 th , 2024
Submitting Department	Wastewater Management/RPWRP
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution to authorize sole source procurement and authorizing its purchase from Whitney Equipment Company, Inc.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>RPWRP uses Teledyne ISCO flow monitoring parts and supplies, a patented portable modular monitoring system that utilizes ultrasonic, sonar and pressure transducer technologies used to monitor data and log the flow in sewer lines and CSOs. This system is used to ensure compliance with the Department of Ecology and EPA and Sierra Club requirements regarding the Clean Water Act, which is the basis of the City's NPDES Permit.</p> <p>Resolution to authorize sole source procurement for Teledyne ISCO flow monitoring parts and supplies and authorizing the purchase from the only authorized dealer, Whitney Equipment Company, Inc.</p> <p>This is a five-year sole source resolution scheduled to begin on August 1st, 2024, and to end on July 31st, 2029, at an estimated cost of \$680,000.00.</p>
Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$680,000.00</u></p> <p> Current year cost: Value Blanket over 5 years</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Parts and Supplies</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>

Operations Impacts (If N/A, please give a brief description as to why)

- 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.
- 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?
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 work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Whitney Equipment Company, Inc. (Woodinville, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Teledyne ISCO Flow Monitoring Systems Parts and Supplies for a five (5) year period – approximately \$680,000.00 without public bidding.

WHEREAS, the Wastewater Management Department monitors the sewage flow in its sewer and storm lines; and

WHEREAS, the Department uses a portable, modular monitoring system that utilizes ultrasonic, sonar, and pressure transducer technologies used to monitor data and log the flow in an open channel (in the city's case, sewer lines and CSO's). This system is used to ensure compliance with Department of Ecology (DOE), EPA, and Sierra Club requirements regarding the Clean Water Act (CWA), which is the basis of the City's NPDES (National Pollutant Discharge Elimination System) Permit as well as provide data for the implementation of the City's Integrated strategy program; and

WHEREAS, the monitoring system "pushes" the data at specified time intervals to the City's web server via Teledyne ISCO's Flowlink Pro software, which recognizes programmed alarm conditions and initiates DOE required emergency maintenance response via Teledyne ISCO Flowlink Pro software, which was purchased by the City several years ago; and

WHEREAS, the Teledyne ISCO 2100 series monitors meet the department's current and projected future needs. Any problems with the equipment and the software have been resolved with excellent assistance via the vendor's customer support. It provides the correct quantity of ultrasonic level channels for the monitoring sites, it has reliable service/repairs/customer support, it has flexibility in its alarm configuration to comply with EPA/DOE requirements; and most importantly is the only known monitor system compatible with Teledyne Isco FlowLink Pro software; and extensive deployment of existing Teledyne Isco monitoring equipment; and

WHEREAS, the Teledyne ISCO flow monitoring system is a patented product and only available from authorized dealers; and

WHEREAS, Whitney Equipment Company, Inc. is the only authorized dealer for Washington State; and

WHEREAS, the Department anticipates the purchase of assorted monitors, probes and associated hardware for the upkeep, maintenance and possible expansion of the Teledyne ISCO flow monitoring program at a cost of 680,000.00 over five (5) years; which exceeds the 2024 public bid limit of \$50,000.00 for goods; --Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the Teledyne ISCO Flow Monitoring a sole-source procurement and authorizes it's purchase from Whitney Equipment Company, Inc. at an estimated cost of \$140,000 including tax, per year, over five (5) years.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



Whitney Equipment Company, Inc.
 16120 Woodinville Redmond Rd NE #3
 Woodinville, WA 98072
 Phone: 425/486-9499; 800/255-2580
 Fax: 425/485-7409

May, 8th 2024

Spokane CSO Equipment

The discount structure for Spokane WWTP is listed below. All discount rates are off of current Teledyne, Isco list price at time of order and are valid through CY2029 for Spokane.

Product	Qty	Discount	Lead Times
2100 series flow monitors (being sunset)	1+	5%	6-8 weeks

Product	Qty	Discount	Lead Times
Duratracker series flow monitors	1-10	5%	4-6 weeks
Duratracker series flow monitors	10-20	10%	4-8 weeks
Duratracker series flow monitors	20+	15%	4-10 weeks

Product	Qty	Discount	Lead Times
Signature series flow monitors	1-10	5%	4-6 weeks
Signature series flow monitors	10-20	10%	4-8 weeks
Signature series flow monitors	20+	15%	4-10 weeks

- Expect a price increase of 5-10 % in 2024 and 2025

Best regards,

Andrew M Klempel

Andrew Klempel
 Sales Manager
 Authorized Representative



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/10/2024

Committee Agenda type: Discussion

Date Rec'd

6/11/2024

Clerk's File #

RES 2024-0064

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

DEVELOPMENT SERVICES CENTER

Bid #

Contact Name/Phone

ELDON BROWN 509-625-6305

Requisition #

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

ZZAPPONE KKLITZKE

Agenda Item Name

VACATION OF THE ALLEY BETWEEN LEE & STONE, FROM BROADWAY TO

Agenda Wording

Proposing to send to City Council for a Public Hearing

Summary (Background)

Property owners abutting the above described alley have applied to vacate the alley. However, one of the property owners along the alley is against the vacation (owner of parcel 35164.0713). The applicant has the required amount of signatures per the statutory requirement to request a hearing. They are aware of the neighbor's resistance however the applicant would still like to proceed to a hearing and plead their case to City Council.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

PALMQUIST, TAMI

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

smacdonald@spokanecity.org

tpalmquist@spokanecity.org

ebrown@spokanecity.org

edjohnson@spokanecity.org

kkuchlenz@spokanecity.org

erivera@spokanecity.org

P2201690VACA



**Right-of-way Description:
The alley between Lee St. and Stone St.
From Broadway Ave to Springfield Ave**

Legend
 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Committee Agenda Sheet [Urban Experience Committee]

Submitting Department	Development Services
Contact Name & Phone	Eldon Brown – 509-625-6305
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	TBD
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 Mins</u>
Agenda Item Name	Vacation of the alley between Lee & Stone, from Broadway to Springfield
Summary (Background)	Property owners abutting the above described alley have applied to vacate the alley. However, one of the property owners along the alley is against the vacation (owner of parcel 35164.0713). The applicant has the required amount of signatures per the statutory requirement to request a hearing. They are aware of the neighbor's resistance however the applicant would still like to proceed to a hearing and plead their case to City Council.
Proposed Council Action & Date:	Proposing to send to City Council for a Public Hearing
Fiscal Impact: Total Cost: 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? 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	



CITY OF SPOKANE DEVELOPMENT SERVICES

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

STREET VACATION REPORT June 12, 2024

LOCATION: Alley between Lee and Stone, from Broadway to Springfield.

PROPONENT: Richard Clemson

PURPOSE: Clean up the site and control access

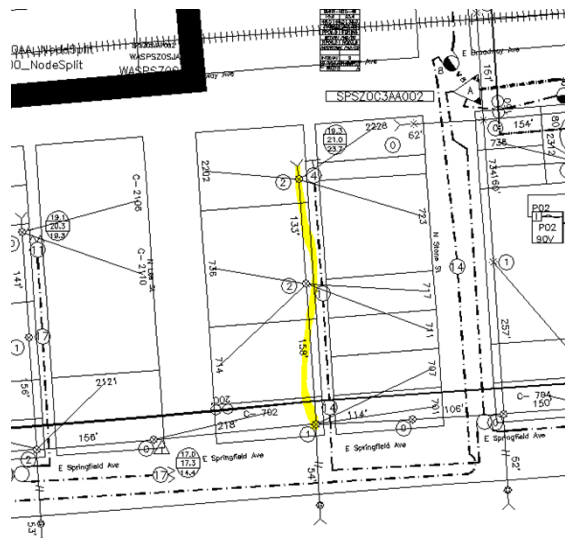
HEARING: August 12, 2024

REPORTS:

AVISTA UTILITIES - Please reserve an easement over our existing utilities. No other concerns from Avista

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the attached vacation request.

COMCAST – Comcast has reviewed the vacation request. Enclosed is our system map showing coax running down that alley. Comcast can't approve of this vacation due to us needing access to our plant.



VERIZON/MCI METRO – Verizon/MCI Metro do not have facilities in this area.

TDS METROCOM – TDS Metrocom has no facilities here and will make note to exclude in future designs.

INLAND POWER – Inland Power & Light Co. has no facilities within the proposed vacation area.

EXTENET – There are no conflicts with the alleyway between N Lee Street and N Stone Street.

LUMEN – Lumen has fiber facilities in the right of way to be vacated and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction, and reconstruction as needed.

INTEGRATED CAPITAL MANAGEMENT – No concerns

FIRE DEPARTMENT – No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT – No comments

NEIGHBOR – I am a resident of the area of this vacation request. I believe this should be reconsidered because the telephone lines must need to be maintained down the alley and have two of the residents who appear to use it for access to back yard.

DEVELOPER SERVICES – TRAFFIC DESIGN – No comments

DEVELOPER SERVICES – CURRENT PLANNING – It appears that parcel 35164.0707 uses the alley to access their garage. Parcel 35164.0708 uses the alley for access to their shop as they have ADA parking in the way and cannot access from Stone.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns

STREET DEPARTMENT – Curb returns on Springfield will need to be removed and replaced with standard curb across vacated alleyway matching cubing to the east and west.

WASTEWATER MANAGEMENT – Wastewater Management has no assets in the proposed vacation area. Therefore, provided onsite runoff is maintained and treated on site, we have no objection to vacating this property.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

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

1. An easement as requested by Century Link/Lumen, Avista Utilities, and Comcast shall be retained to protect existing and future utilities.
2. The plans for termination and closure of the alley must be submitted and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed or bonded for before final vacation approval.

This closure work must include the removal of the curb returns on the south side of the alley and full height curb and sidewalk must be placed across the entrance to the right-of-way. If access is still desired, a driveway approach must be placed across the entrance.

3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the 2022 (time of application) information from the County Assessor's Office. This is calculated to be \$17,601.69 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2025.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



Resolution 2024-0064

WHEREAS, on March 21, 2022, the Spokane City Council received a petition for the vacation of the alley between Lee Street and Stone Street, from the south line of Broadway Ave to the north line of Springfield Ave, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between Lee Street and Stone Street, from the south line of Broadway Ave to the north line of Springfield Ave, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate alley between Lee Street and Stone Street, from the south line of Broadway Ave to the north line of Springfield Ave, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **August 12, 2024**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/03/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/3/2024

Clerk's File #

ORD C36532

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MIKE PICCOLO 6225

Requisition #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON LNAVARRETE

Agenda Item Name

CODE OF ETHICS REVISION

Agenda Wording

An ordinance relating to the City's Code of Ethics; adopting a new Chapter 01.04B of the Spokane Municipal Code and repealing Chapter 01.04A of the Spokane Municipal Code.

Summary (Background)

This ordinance revises the complaint process in Chapter 01.04A (Code of Ethics) as follows: Organizes the Ethics Code into five parts and reorganizes several sections. Clarifies the "Jurisdiction of the Ethics Commission." Expands procedures for processing Ethics Complaints. Puts the Appeal Process under the City's Hearing Examiner.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	May 23, 2024
Submitting Department	City Attorney' Office
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org; (509) 625-6225
Council Sponsor(s)	CP Wilkerson and CM Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Code of Ethics Revision; Renumbering of Whistleblower Protections
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>This ordinance revises the complaint process in Chapter 01.04A (Code of Ethics) as follows:</p> <ul style="list-style-type: none"> • Organizes the Ethics Code into five parts and reorganizes several sections. • Clarifies the "Jurisdiction of the Ethics Commission." • Expands procedures for processing Ethics Complaints: <ul style="list-style-type: none"> ○ Adds a preliminary review by the City Attorney to filter out complaints that do not meet the threshold for an ethics violation. ○ Adds formal investigation by an independent investigator before a complaint proceeds to the Commission for a hearing. • Puts the Appeal Process under the City's Hearing Examiner. • Moves Whistleblower Protections to a new Chapter 01.04B SMC.
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
Fiscal Impact	
<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p style="text-align: center;">Currently there is no cost to the City related to the complaint process except as incurred by individuals who hire counsel to represent them.</p> <p>Subsequent year(s) cost:</p> <p style="text-align: center;">It is anticipated that the City may incur costs to hire an independent investigator to interview a complainant who alleges a violation for which the Commission has jurisdiction.</p>	
<p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p>	
<p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p>	
<p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

By ensuring that an independent investigator is assigned to compile evidence and conduct interviews, the proposed revision would potentially give historically excluded communities more of an opportunity to have their complaints heard in a process that can be cumbersome and for which cooperation can be difficult to obtain.

- 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 City may compile data from complainants who file Ethics complaints with the City Clerk's Office concerning their racial, ethnic, gender identity, national origin, or other identity data. Surveys may also be appropriate in collecting data concerning the effect of this change.

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

Survey data will allow complainants and the subjects of complaints to provide feedback concerning their ability to advance (or defend against) complaints in a more efficient manner.

- 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?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO. C - 36532

An ordinance relating to the City's Code of Ethics; adopting a new Chapter 01.04B of the Spokane Municipal Code and repealing Chapter 01.04A of the Spokane Municipal Code.

WHEREAS, the City's Code of Ethics serves as the framework for establishing the rules of ethical conduct while setting forth a process to ensure that elected officials, City officers and employees are compliant with these rules, and that complaints about unethical conduct are appropriately addressed; and

WHEREAS, the City Council first adopted a Code of Ethics and created an Ethics Committee when it formally enacted a new chapter 1.04 to title 1 of the Spokane Municipal Code in 2006 under ORD C33785, creating a process for complaints against elected or appointed officials to be sent to the Ethics Committee for investigation and resolution; and

WHEREAS, revisions to the Code of Ethics were made under ORD C33911 in 2006 and ORD C35148 in 2014; and

WHEREAS, the City Council finds that additional changes are necessary to ensure that all complaints alleging violations of the City's Code of Ethics are investigated thoroughly and professionally, and that all relevant evidence is compiled prior to the matter being brought before the Ethics Commission for a hearing;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That there is adopted a new Chapter 01.04B of the Spokane Municipal Code to read as follows:

Chapter 01.04B Code of Ethics

PART 1 - GENERAL PROVISIONS

Section 01.04B.010 Purpose
Section 01.04B.020 Definitions
Section 01.04B.030 Applicability
Section 01.04B.040 Limitation Period
Section 01.04B.050 Ethics Violations – Prohibited Conduct

PART 2 – ETHICS COMMISSION

Section 01.04B.060 Jurisdiction of the Ethics Commission
Section 01.04B.070 Duties and Powers

Section 01.04B.080	Composition of the Ethics Commission
Section 01.04B.090	Restrictions on Ethics Commission Members
Section 01.04B.100	Proper Conduct and Avoiding Impropriety
Section 01.04B.110	Training
Section 01.04B.120	Vacancy and Removal
Section 01.04B.130	Advisory Opinion

PART 3 – ETHICS COMPLAINTS

Section 01.04B.140	Initiating an Ethics Complaint
Section 01.04B.150	Preliminary Review of Complaint
Section 01.04B.160	Investigation of Complaint
Section 01.04B.170	Post-Investigation Procedures

PART 4 – HEARING AND ADJUDICATION

Section 01.04B.180	Commencement of Proceedings
Section 01.04B.190	Hearing Procedures
Section 01.04B.200	Dismissal of a Complaint
Section 01.04B.210	Penalties
Section 01.04B.220	Recall of Elected Official for Violation of Code of Ethics

PART 5 – APPEAL

Section 01.04B.230	Notice of Appeal
Section 01.04B.240	Record of Proceedings and Exhibits Transmitted to Hearing Examiner
Section 01.04B.250	Procedures for Review on Appeal
Section 01.04B.260	Ruling by Hearing Examiner

PART 1 - GENERAL PROVISIONS

Section 01.04B.010 Purpose

- A. It is the policy of the City of Spokane to demand the highest standard of ethical conduct from all of its employees and City officers, whether elected, appointed or hired. All are required to demonstrate honesty, integrity, responsibility and fairness in carrying out their public duties and may never use public resources or their position for personal gain. The Ethics Commission functions to ensure that this policy, as codified in this Chapter, is enforced and that the standards set forth herein are reinforced through training and other initiatives.
- B. It is the intent of the City Council that this chapter be reasonably construed to accomplish its purpose of protecting the public against decisions or conduct that are affected by undue influence, conflicts of interest or any other violation of this Code of Ethics. This Code of Ethics is supplemental to state law, including, but not limited to, chapter 42.20 RCW – Misconduct of Public Officers, chapter 42.23 RCW – Code of Ethics for Municipal Officers – Contract Interests, and chapter 42.36 RCW – Appearance of Fairness Doctrine.

Section 01.04B.020 Definitions

The following words and phrases as used in this chapter, unless the context clearly indicates otherwise, shall have the following meanings:

- A. "Agency" means any City board, commission, bureau, committee, department, institution, division or tribunal in City government.
- B. "Assist" means to act, or offer or agree to act, in such a way as to help, aid, advise, furnish information to or otherwise provide assistance to another person, believing that the action is of help, aid, advice or assistance of the person with intent so to assist such person.
- C. "Beneficial interest" has the meaning ascribed to it under the Washington case law. However, an ownership interest in a mutual fund or similar investment pooling fund in which the owner has no management powers does not constitute a beneficial interest in the entities in which the fund or pool invests.
- D. "Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, consultant, holding company, joint stock company, receivership, trust or any legal entity organized for profit.
- E. "City" means the City of Spokane, Washington.
- F. "City action" means any action on the part of an agency, including, but not limited to:
 - 1. a decision, determination, finding, ruling or order; and
 - 2. a grant, payment, award, license, contract, transaction, sanction or approval, or the denial thereof, or failure to act with respect to a decision, determination, finding, ruling or order.
- G. "City officer" means every individual elected, appointed, hired or otherwise selected to an office or position with the City, or any subdivision, agency, committee or board thereof, whether such individual is paid or unpaid.
- H. "Compensation" means anything of economic value, however designated, that is paid, loaned, granted or transferred, or to be paid, loaned, granted or transferred for, or in consideration of, personal services to any person.
- I. "Confidential information" means:
 - 1. Specific information, rather than generalized knowledge, that is not available to the general public on request; or
 - 2. Information made confidential by law including but not limited to taxpayer information, RCW 82.32.330; information regarding organized crime, RCW

43.43.856; criminal history information, Chapter 10.97 RCW; medical records, Chapter 70.02 RCW; and juvenile records, Chapter RCW 13.50 RCW; or

3. Information that is initially disclosed or discussed in executive session, and which is not available to the general public on request; however
 4. Confidential information does not include information authorized by the mayor or a majority vote of the council to be disclosed.
- J. "Contract" or "grant" means an agreement between two or more persons that creates an obligation to do or not to do a particular thing. "Contract" or "grant" includes, but is not limited to, an employment contract, a lease, a license, a purchase agreement or a sales agreement.
- K. "De Minimis" means a violation of lesser significance, or a violation more technical than substantial.
- L. "Dishonesty" means behavior that intends to deceive or cheat people; untruthfulness; untrustworthiness. It is not possible to be negligently "dishonest."
- M. "Ethics Commission" means the commission established under Part 2 of this Chapter or the former commission established under Chapter 1.04A of the Spokane Municipal Code.
- N. "Employee" means any person holding a regularly compensated position of employment with the City but does not include elected officers and persons who serve without compensation on City boards and commissions.
- O. "Exempt employee" shall mean those City employees not represented by a recognized labor union and identified by both the City administration and the applicable labor unions as exempt confidential employees.
- P. "False and frivolous complaint" means a complaint with no basis in fact or law.
- Q. "Family member" means:
1. a spouse or domestic partner; or
 2. any dependent parent, parent-in-law, child or son-in-law or daughter-in-law; or
 3. any parent, parent-in-law, child, son-in-law, daughter-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of the City officer or employee.
- R. "Gift" means anything of economic value or tangible worth for which no consideration is given. "Gift" does not include:
1. items from family members or friends where it is clear that the gift was not made as part of any design to gain or maintain influence in the agency of which the recipient is an officer or employee;

2. items related to the outside business of the recipient that are customary and not related to the recipient's performance of official duties;
 3. items exchanged among officials and employees or a social event hosted or sponsored by a City officer or City employee for coworkers;
 4. payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
 5. items a City officer or City employee is authorized by law to accept;
 6. payment of enrollment and course fees and reasonable travel expenses attributable to attending seminars and educational programs sponsored by a bona fide governmental or nonprofit professional, educational, trade or charitable association or institution. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
 7. items returned by the recipient to the donor within thirty days of receipt or donated to a charitable organization within thirty days of receipt;
 8. campaign contributions reported under chapter 42.17 RCW;
 9. discounts available to an individual as a member of an employee group, occupation or similar broad-based group;
 10. awards, prizes, scholarships or other items provided in recognition of academic or scientific achievement;
 11. attendance of a City officer or employee at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of City business or where official attendance by the officer or employee as a City representative is appropriate;
 12. an award publicly presented in recognition of public service; or
 13. any item of nominal value which cannot reasonably be presumed to influence the vote, action or judgment of the City officer or employee, or be considered as part of a reward for action or inaction. An item of nominal value shall include incidental items associated with the professional conduct or courtesies of a City officer or employee's duty including the acceptance during the conduct of official business of such items as refreshments, note pads, pens, pins and books.
- S. "Head of agency" means the chief executive officer of an agency. For a city department established pursuant to the SMC, the agency head means the department head. In the case of an agency headed by a commission, board, committee or other body consisting of more than one natural person, agency head means the person or board authorized

under the SMC or the City Charter to appoint agency employees and regulate their conduct.

- T. "Honorarium" means money or thing of value offered to a City officer or City employee for a speech, appearance, article or similar item or activity in connection with the City officer's or City employee's official role.
- U. "Household member" means any person having a close relationship with and residing in the same household of the City officer or employee, and having agreed to be jointly responsible for basic living expenses.
- V. "Jurisdiction," for purposes of SMC 1.04B.060, means that the Commission has authority to hear and decide an ethics complaint pursuant to this chapter.
- W. "Mitigating circumstances" means factors for the Commission's determination that might explain a violation, in whole or in part, or make the violation more understandable and/or less subject to condemnation.
- X. "Moral turpitude" is conduct that violates commonly accepted standards of good morals, honesty, and justice; the application of this standard depends upon the collective conscience and judgment of the members of the Commission.
- Y. "Person" means any individual, partnership, association, firm, institution or corporation, business or other entity, however constituted, organized or designated.
- Z. "Personal interest" means direct or indirect pecuniary or material benefit accruing to a City officer or employee as a result of legislation or a contract or transaction which is or may be the subject of an official act or action by or with the City, except for such contracts or transactions which confer similar benefits to all other persons and/or property similarly situated. For the purpose of this chapter, a City officer or employee is deemed to have a personal interest in the affairs of:
 - 1. any person who is a City officer or employee's family member or household member, as defined in this chapter;
 - 2. any business entity in which the City officer or employee is an officer, director or employee;
 - 3. any business entity in which the stock of, or legal or beneficial ownership of, in excess of five percent of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the City officer or employee;
 - 4. any person or business entity with whom a contractual relationship exists with the City officer or employee; provided, that a contractual obligation of less than five hundred dollars, or a commercially reasonable loan made in the ordinary course of business or a contract for a commercial retail sale shall not be deemed to create an interest in violation of this chapter.
- AA. "Regulatory agency" means any City board, commission, department or officer, except those in the legislative or judicial branches, authorized by law to conduct adjudicative

proceedings, issue permits or licenses, or to control or affect interests of identified persons.

BB. "Represented employee" shall mean a City employee represented by a recognized labor union.

CC. "Responsibility" in connection with a transaction involving the City, means the direct administrative or operating authority, whether intermediate or final, and either exercisable alone or through subordinates, effectively to approve, disapprove or otherwise direct City action in respect of such transaction. The term includes any authority under City procurement policies or procedures to authorize the award of contracts or the acquisition of products or services on behalf of the City.

DD. "Staff Director" means the employee appointed by the City Attorney to, in addition to other responsibilities, assist the Ethics Commission in its duties.

EE. "Stipulation" means agreement.

Section 01.04B.030 Applicability

The Code of Ethics shall be applicable to all elected or appointed officers, all exempt confidential employees and all represented employees whose labor unions have entered into a collective bargaining agreement providing that compliance with the Code of Ethics is a condition of employment. The Code of Ethics shall not be applicable to represented employees whose labor unions have not entered into a collective bargaining agreement providing that compliance with the Code of Ethics is a condition of employment.

Section 01.04B.040 Limitation Period for Filing Complaints

Any complaints brought under this chapter must be commenced within three years from the date of the violation. However, if it is shown that the violation was not discovered because of concealment by the person who allegedly committed the violation, then the action must be commenced within three years from the date the violation was discovered or reasonably should have been discovered by any person with direct or indirect supervisory responsibilities over the person who allegedly committed the violation.

Section 01.04B.050 Ethics Violations – Prohibited Conduct

The following shall constitute a violation of this Code of Ethics:

A. General Prohibition Against Conflicts of Interest.

In order to avoid becoming involved or implicated in a conflict of interest or impropriety, or an appearance of conflict of interest or impropriety, no current City officer or employee shall have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that might be seen as conflicting with the City officer or employee's proper discharge of his or her official

duties, the conduct of official City business or as adverse to the interests of the City. Performance of a legally required duty by a City officer or employee shall not be considered a violation of the Code of Ethics.

1. Any employee who becomes aware that he or she might have a potential conflict of interest that arises in the course of his or her official duties shall notify in writing his or her supervisor or appointing authority of the potential conflict. Elected officials shall report potential conflicts of interest to the City Attorney.
2. Upon receipt of such a notification, the supervisor or appointing authority shall take action to resolve the potential conflict of interest within a reasonable time, which may include, but is not limited to, designating an alternative employee to perform the duty that is involved in the potential conflict. The supervisor or appointing authority shall document the disposition of the potential conflict in writing in files maintained by the appointing authority. The supervisor or appointing authority may request an advisory opinion from the Ethics Commission before addressing and resolving of the potential conflict.
3. Upon receipt of such a notification from an elected official, the City Attorney shall recommend action to resolve the potential conflict of interest, which may include a request for an advisory opinion from the Ethics Commission.

B. Personal Interests in Contracts Prohibited.

No City officer or employee shall participate in his or her capacity as a City officer or employee in the making of a contract in which he or she has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Provided, this prohibition shall not apply where the City officer or employee has only a remote interest in the contract, and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, and thereafter the governing body authorizes, approves or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the City officer(s) having the remote interest as defined below.

C. Remote Interest.

For purposes of this section, a "remote interest" means:

1. that of a non-salaried non-compensated officer of a nonprofit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

D. Personal Influence in Contract Selection Prohibited.

No City officer or employee shall influence the City's selection of, or its conduct of business with, a corporation, person or firm having or proposing to do business with the City if the City officer or employee has a personal interest in or with the corporation, person or firm, unless such interest is a remote interest and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, as defined in the preceding section. Provided, however, that no City officer or employee may receive anything of value from the City as a result of any contract to which the City shall be a party except for the City officer or employee's salary or lawful compensation.

E. Representation of Private Person at City Proceeding Prohibited.

No City officer or employee shall appear on behalf of a private person, other than himself/herself or a family member or household member, as defined in this chapter, or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the City or a City officer in an official capacity is a party, or accept a retainer or compensation that is contingent upon a specific action by the City. Representation of a private person pursuant to a legally required duty by a City officer or employee is permitted and shall not be considered a violation of the Code of Ethics.

F. Certain Private Employment Prohibited.

No City officer or employee shall engage in or accept private employment, or render services for, any private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

G. Personal Interest in Legislation Prohibited.

No City officer or employee may benefit either directly or indirectly from any legislation or contract to which the City shall be a party except for the lawful compensation or salary of the City officer or employee unless such interest is a remote interest where the facts and extent of such interest is disclosed. City council members' participation in the enactment of legislation shall be governed by chapter 42.23 RCW – The Code of Ethics for Municipal Officers and chapter 42.36 RCW – The Appearance of Fairness Doctrine. City council members shall not be prohibited from participating in the adoption of legislation when the council member has only a remote interest in the legislation, which has been disclosed, and the legislation is applicable to the general public and not unique to the council member.

H. Continuing Financial Interest.

Where a City officer, employee, or family member of a City officer or employee, has a substantial ongoing financial relationship with a corporation, firm, or person seeking a contract, or proposing to do business with the City, such City officer or employee shall not:

1. Influence or participate in the City's contract selection of or conduct business with such corporation, firm, or person; nor

2. Influence or participate in the City's contract selection of, or conduct business with, a corporation, firm, or party competing against a party that a City officer or employee has such a substantial ongoing financial relationship.
3. For purpose of this section, a substantial ongoing financial relationship is defined as: expanding beyond just a formal contractual relationship. Rather it encompasses any financial interest, direct or indirect, where a City officer, employee, or family member of a City officer or employee is involved in a client-service relationship in which:
 - a. the City officer, employee, or family member of a City officer or employee, receives a substantial portion of his or her revenue or like compensation through such relationship, whether received through his or her corporation, firm, or as an individual; or
 - b. such client-service relationship is likely to continue to provide considerable potential business or has provided substantial business in the past. This does not include prior financial relationships that are so far removed in time or rare in frequency as to be insignificant.
4. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy.

I. Disclosure of Confidential Information

1. Disclosure of Confidential Information

No City officer or employee shall, except as required or reasonably believed to be required for the performance of his/her duties, disclose confidential information gained by reason of his/her official position or use such information for his/her own personal interest. "Confidential information" is all information, whether transmitted orally or in writing, that the employee has been informed, is aware, or has reason to believe is intended to be used only for city purposes, is not intended for public disclosure, or is otherwise of such a nature that it is not, at the time, a matter of public record or public knowledge.

2. Confidential information includes, but is not limited to, personal information regarding City officials and employees; private financial and other personal information provided by city taxpayers, license holders, contractors, and customers; intelligence and investigative information, including the identity of persons filing complaints; formulas, designs, drawings, and research data obtained or produced by the city and preliminary, non-final assessments, opinions, and recommendations concerning city policies and actions. Any public official who is uncertain as to whether certain information is confidential should consult the City Attorney. An employee who is uncertain as to whether certain information is confidential should consult their immediate supervisor or department head.

J. Acceptance of Compensation, Gifts, Favors, Rewards or Gratuity.

City employees shall not, directly or indirectly, solicit any gift or give or receive any gift, whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form, under the following circumstances:

1. It could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or
2. The gift was intended to serve as a reward for any official action on their part. Public officials and city employees may accept de minimis gifts such as, but not limited to, calendars, coffee mugs, flowers, candy, cookies/snacks and other similar items that are given as a customary business practice and have no material significance to the recipient, with such gifts from any one source not to exceed one hundred dollars in value in any twelve-month period. City employees should report any gift to their immediate supervisor. This section shall not apply to gifts made to the city. All such gifts shall be given to the mayor for official disposition. This prohibition shall not apply to those items which are excluded from the definition of gift in SMC 1.04A.020.

K. Fair and Equitable Treatment.

1. No City officer or employee shall knowingly use his or her office or position to secure personal benefit, gain or profit, or use position to secure special privileges or exceptions for himself/herself or for the benefit, gain or profits of any other persons.
2. No City officer or employee shall employ or use the employment of any person under the City officer's or employee's official control or direction for the personal benefit, gain or profit of the City officer or employee or another beyond that which is available to every other person.
3. No City officer or employee shall use City-owned vehicles, equipment, materials, money or property for personal or private convenience or profit. Use is restricted to such services as are available to the public generally, for the authorized conduct of official business (not personal use), and for such purposes and under such conditions as can be reasonably expected to be approved by City policies.
4. Except as authorized by law and in the course of his or her official duties, no City officer or employee shall use the power or authority of his or her office or position with the City in a manner intended to induce or coerce any other person to provide such City employee or any other person with any compensation, gift, or other thing of value directly or indirectly.
5. City Officers and employees are encouraged to participate in the political process on their own time and outside of the workplace by working on campaigns for the election of any person to any office or for the promotion of or opposition to any ballot proposition, but shall not use or authorize the use of City facilities or resources for such purposes except as authorized by the provisions of RCW 42.17A.555.

L. False and Frivolous complaints prohibited.

No person subject to the Code of Ethics shall knowingly file a false complaint or report of a violation of this Code of Ethics. A person who files a complaint with a good faith belief

that a violation of the Code of Ethics has occurred shall be protected by the City's Whistleblower Protection policy as set forth in SMC 1.04A.180.

M. Aiding others prohibited.

No City officer or employee may knowingly aid or assist any City officer or employee in the violation of any provision of this Code of Ethics.

N. Commission of Acts of Moral Turpitude or Dishonesty Prohibited.

No City officer or employee shall commit any act of moral turpitude or dishonesty relating to his or her duties or position as a City officer or employee or arising from business with the City. Conviction of a felony or a misdemeanor involving moral turpitude or dishonesty, the nature of which demonstrates lack of fitness for the position held, shall be considered conclusive evidence of a violation of this Code of Ethics. Demonstrated acts of moral turpitude or dishonesty are not limited to felony or misdemeanor criminal convictions.

O. Prohibited Conduct After Leaving City Service.

1. Disclosure of Privileged, Confidential or Proprietary Information Prohibited.

No former City officer or employee shall disclose or use any privileged, confidential or proprietary information gained because of his or her City employment.

2. Participation in City Matters Prohibited.

No former City officer or employee shall, within a period of one year after leaving City office or employment:

- a. participate in matters involving the City if, while in the course of employment with the City, the former City officer or employee was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter;
- b. represent any person as an advocate in any matter in which the former City officer or employee was involved while a City officer or employee; or
- c. participate as or with a bidder, vendor or consultant in any competitive selection process for a City contract in which he or she assisted the City in determining the project, or work to be done, or the process to be used.

3. Duty to Inform.

Whenever a City officer or employee wishes to contract with a former City officer or employee for expert or consultant services within one year of the latter's leaving City service, advance notice shall be given to and approval received from the Ethics Commission. Said approval shall be in written form and copied to the mayor at the same time that it is given to the individual making the request.

4. Exceptions.

- a. The prohibitions of subsections (2)(a) and (2)(b) of this section shall not apply to a former City officer or employee acting on behalf of a governmental agency if the Ethics Commission has determined that the service to the agency is not adverse to the interest of the City.
 - b. Nothing in this chapter shall prohibit an official elected to serve a governmental entity other than the City of Spokane from carrying out their official duties for that government entity.
5. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy. If a firm or person doing business with the City assists an employee in violating the provisions of the Code, the firm or business may be disbarred, excluded from contracting with the City for 5 years.

P. Failure to Produce Public Records

No City officer or employee shall willfully and without just cause delay or fail to produce any city records in his or her possession or control in response to a public records request filed with the city pursuant to Chapter 42.56 RCW.

- 1. A “city record” is a “public record” as defined by RCW 42.56.010(3).
- 2. “Just cause” to delay or fail to produce means:
 - a. A reasonable belief that production of the record is exempt from public disclosure pursuant to Chapter 42.56 RCW or other statute which exempts or prohibits disclosure of specific information or records; and/or
 - b. The city record is subject to legal review to determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56 RCW; and/or
 - c. The requester has been notified in writing that additional time is required to produce the city record and/or determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56 RCW.

PART 2 – ETHICS COMMISSION

Section 01.04B.060 Jurisdiction of the Ethics Commission

The Ethics Commission has jurisdiction over all complaints alleging prohibited conduct in violation of the City’s Code of Ethics. The Commission is authorized to conduct public hearings and issue written decisions adjudicating all complaints under this chapter.

Section 01.04B.070 Duties and Powers

- A. It is the duty of the Ethics Commission to serve as a tribunal for the adjudication of complaints whenever someone has alleged a violation of this chapter. For this purpose, the Commission

has a duty to consider all evidence in determining whether such a violation occurred and in setting an appropriate penalty.

- B. The Ethics Commission is authorized to compel the attendance of witnesses, administer oaths, take the testimony of a person under oath, and in connection therewith, to require the production for examination of any books or papers relating to any matter before the Commission. For witnesses who refuse to attend and give testimony at a hearing, the Ethics Commission may petition the superior court for a subpoena requiring the person to appear and to produce evidence if so ordered, or to give testimony concerning the matter before the Commission. Failure to obey such order of the court may be punished by the court as contempt.
- C. The Ethics Commission is authorized to establish operating policies, procedures, forms, and rules consistent with this chapter, subject to the approval of the City Council. The Ethics Commission shall review its policies and procedure annually and shall make modifications as necessary. The Commission shall maintain a manual of such policies and procedures which shall be posted and maintained as part of the City's website.
- D. The Ethics Commission may, when circumstances make it necessary to do so, retain outside legal counsel and other experts, as needed, after solicitation of recommendations from the City Attorney (unless the need to retain outside counsel is caused by a conflict involving the City Attorney's Office).
- E. The Ethics Commission may make recommendations to the City Council for amendments to this chapter and for such other legislation affecting the subject matter of this chapter as the Ethics Commission may deem necessary or desirable.
- F. The Ethics Commission shall develop educational programs which inform agencies, public officials and city officers and employees about City, state and federal ethics laws, and the importance of ethics to the public's confidence in municipal government.
- G. The Commission shall post all advisory and adjudicative materials of the Commission, including but not limited to the advisory opinions, the initial review by the City Attorney, pleadings and party submissions, investigative reports, and decisions of the Commission, on the City's website within thirty days of receipt or issuance of the material. Upon the recommendation of the City Attorney, the Commission may redact or withhold from publication any record deemed to be legally protected from disclosure under RCW 42.56 or other applicable federal, state or local law.

Section 01.04B.080 Composition of the Ethics Commission

- A. The Ethics Commission shall be comprised of seven members who shall be appointed by the mayor and confirmed by the city council. The initial six members shall be appointed for a one-, two- and three-year term and may be reappointed for one additional three-year term. The seventh member who shall be appointed by members of the Ethics Commission shall serve an initial three-year term and may be reappointed for a second three-year term.
- B. Four members of the Commission shall constitute a quorum for conducting a meeting and transaction of business. A simple majority of the quorum is necessary to take action, other

than action by the Commission in determining and issuing its written findings and conclusions regarding a complaint, inquiry or request for an advisory opinion, which shall require four affirmative votes of the Commission members present for the meeting.

- C. The Ethics Commission appointees shall include representatives from the following segments of the community:
 - 1. A person with a professional or academic background in the legal profession including attorneys, law professors, administrative law judges, or members of the judiciary.
 - 2. A person from local business with experience in human resources/personnel.
 - 3. A person who possesses familiarity with government and the political process.
 - 4. A person with experience in ethics.
- D. All reasonable efforts shall be used to locate individuals who satisfy the requirements in subsection (A). In the event that any one of the requirements in subsection (A) cannot reasonably be satisfied, a substitute may be appointed. The substitute shall have a background in a profession which includes a code of ethics as an element of the profession.
- E. The City Attorney shall appoint a Staff Director to the Ethics Commission. The Staff Director shall provide assistance to the Commission as necessary for the Commission to fulfill its obligations and duties.
- F. Commission members shall serve without compensation.

Section 01.04B.090 Restrictions on Ethics Commission Members

A. Restrictions on Holding Office.

No member or employee of the Ethics Commission may hold any other City or County office, or be an officer of a political party.

B. Restrictions on Employment.

No member or employee of the Ethics Commission may be a registered lobbyist or campaign consultant, or be employed by or receive gifts or other compensation from a registered lobbyist or campaign consultant. No member of the Ethics Commission may hold employment with the City or County and no employee of the Commission may hold any other employment with the City or County.

C. Restrictions on Political Activities.

No member or employee of the Ethics Commission may participate in any campaign supporting or opposing a candidate for City elective office, a City ballot measure or a City officer running for any elective office. For the purposes of this section, participation in a campaign includes but is not limited to making contributions to or soliciting contributions from any person within the Ethics Commission's jurisdiction, publicly endorsing or urging

endorsement of a candidate or ballot measure or participating in decisions by organizations to participate in a campaign.

D. Restrictions after Employment.

Members of the Ethics Commission are subject to the post - employment restrictions set forth in the City of Spokane Code of Ethics.

Section 01.04B.100 Proper Conduct and Avoiding Impropriety

Members of the Ethics Commission are to exercise the utmost care in their communications concerning matters pending before the Commission.

- A. Once the Ethics Commission has received a recommendation from an investigator that a hearing be held, members of the Ethics Commission may only discuss a complaint at a lawfully conducted meeting.
- B. Members of the Commission may not take testimony or entertain comments from any person regarding a complaint except as presented in an investigative report or in the course of a duly noticed public hearing.
- C. Members of the Ethics Commission shall avoid discussing or commenting on a complaint during the pendency of an investigation.
- D. Any Commission member who has a conflict of interest with respect to a specific complaint before the Ethics Commission, pursuant to SMC 1.04B.050, shall recuse himself or herself from hearing that complaint but shall remain a member of the Commission for future complaints.
- E. To avoid the appearance of impropriety and undue influence, no member of the Commission may communicate directly or indirectly with the investigator, any party, or any other person about any issue of fact or law regarding a complaint that has been filed, during investigation and during the pendency of proceedings before the Ethics Commission, except in the course of seeking or obtaining legal advice from the City Attorney or, in the event of a conflict, from independent legal counsel.
- F. If any person attempts to communicate with a Commission member regarding a pending complaint, the Commission member shall immediately report the communication to the Commission Chair and shall relate the substance of the communication to the full Commission on the record at the next regular meeting of the Commission.
- G. Commission deliberations on complaints are exempt from the Open Public Meetings Act, so deliberations may be conducted outside the presence of the public.

Section 01.04B.110 Training

- A. The Ethics Commission, with the assistance of the Staff Director, shall prepare, distribute and periodically update an employee handbook on the Code of Ethics, after obtaining the

city attorney's review. In addition to the updates the Commission shall disseminate any change in policy that results from a finding of the Commission if it applies to other city employees.

- B. Every appointing authority shall give a copy or electronic version of the handbook and any updates to each employee annually and shall provide annual training to employees regarding the Code of Ethics. Each City employee or official shall read and agree in writing to the City of Spokane Code of Ethics.
- C. Information shall be provided to employees terminating city service regarding the restrictions on former city employees.

Section 01.04B.120 Vacancy and Removal

- A. In the event a vacancy occurs, the mayor shall appoint a qualified person to complete the remainder of the term.
 - 1. A member of the Commission may be removed only for misconduct pursuant to this chapter.
 - 2. Any member of the Ethics Commission guilty of official misconduct or convicted of a crime involving moral turpitude or dishonesty shall be removed by the city council upon recommendation by the mayor.

Section 01.04B.130 Advisory Opinion

- A. Upon request of any employee, the mayor or a member of the city council, or any City Officer, the Ethics Commission may also render written advisory opinions concerning the applicability of the Code to hypothetical circumstances and/or situations solely related to the persons making the request.
- B. Upon request of the mayor, or two members of the city council, the Ethics Commission may also render written advisory opinions concerning the applicability of the code to hypothetical circumstances and/or situations related to a matter of city-wide interest or policy.

PART 3 – ETHICS COMPLAINTS

Section 01.04B.140 Initiating an Ethics Complaint

- A. Any person may file a complaint alleging that a current City officer or employee has engaged in prohibited conduct in violation of the City's Code of Ethics.
- B. A complaint must be in writing, on a form approved by the Ethics Commission, and it must describe the allegations with sufficient detail to enable both the Commission and the person who is the subject of the complaint to reasonably understand the nature of the complaint. The complaint must be signed, dated, and filed with the City Clerk's Office, and

it must include a statement indicating that, to the best of the person's knowledge, information, and belief formed after reasonable reflection, the information in the complaint is true.

- C. Once a complaint has been filed, copies of the complaint shall be forwarded to the City Attorney's Office for initial review.

Section 01.04B.150 Preliminary Review of Ethics Complaint

A. Preliminary Review of Complaint

Upon receipt of a complaint, the City Attorney's Office shall conduct a preliminary review to determine whether the allegations, if proven, establish a violation of the City's Code of Ethics.

1. If, upon preliminary review of the complaint, the City Attorney finds that the respondent is not subject to the Code of Ethics, the City Attorney shall within five business days provide the Ethics Commission with written notification of this finding along with a recommendation that the Commission Chair summarily dismiss the complaint pursuant to SMC 01.04B.200 (A). The complainant shall also be provided notification of this finding and recommendation. The complainant may appeal the summary dismissal of the complaint by filing an appeal with the City Clerk's Office within ten days of the date of the Chair's decision. In the event of an appeal, the Chair shall not participate in the Commission's deliberation or decision. The appeal will be determined by the remaining members of the Commission. A determination by the Commission to affirm the decision of the Chair shall be final with no further appeal rights.
2. If, upon preliminary review of the complaint, the City Attorney finds that the complaint contains an allegation which, even if true, would not constitute prohibited conduct in violation of the Code of Ethics, the City Attorney shall within five business days provide written notification to Ethics Commission of his or her opinion and recommendation that complaint be dismissed pursuant to SMC 01.04B.200 (B), and shall provide the Commission with a proposed order of dismissal. The complainant shall also be provided notification of this opinion. A decision of the Ethics Commission to dismiss a complaint based upon the recommendation of the City Attorney pursuant to this subsection may be appealed by the complainant to the Hearing Examiner by filing an appeal with the Hearing Examiner's Office within ten days of the date of the Ethics Commission's decision. The only matter before the Hearing Examiner on appeal is whether the complainant has set forth allegations, that if true, would constitute prohibited conduct in violation of the Code of Ethics.
3. If, upon preliminary review of the complaint, the City Attorney determines that the complaint alleges facts that, if proven, establish an ethics violation, the complaint shall be referred to an independent investigator to commence an investigation for purposes of determining whether there is reasonable cause to believe that a violation of the Code of Ethics has occurred.

Section 01.04B.160 Investigation of Complaint

- A. If an investigation is commenced, the City Attorney shall provide written notification to the complainant and to subject of the complaint, of his or her decision to refer the matter to an independent investigator for formal investigation to determine if a violation has occurred. A copy of the complaint shall be served on the subject of the complaint.
- B. Once an independent investigator has been identified, a copy of the complaint shall be forwarded to the investigator, who shall contact and conduct interviews of the complainant, the subject of the complaint, and of any individuals with knowledge of the facts pertaining to the allegations in the complaint. The investigator shall also seek to obtain and evaluate any additional evidence, such as documentary evidence, in an effort to determine whether there is reasonable cause to believe the subject of the complaint has committed a violation of the City's Code of Ethics.
- C. Once the investigator has conducted interviews and has reviewed all other relevant evidence, he or she shall prepare an investigative report detailing his or her findings.
- D. The investigation of a complaint shall be completed, and the investigative report submitted to the Ethics Commission, within 45 calendar days of the referral for investigation. For good cause shown, the investigator appointed to conduct the investigation may request that the Ethics Commission grant an additional 30 days to complete the investigation.

Section 01.04B.170 Post-Investigation Procedures

- A. If the investigator finds that the evidence fails to establish that the subject of the complaint has committed prohibited conduct, the independent investigator shall prepare an investigative report with a recommendation of that the complaint be dismissed.
 - 1. Whenever an investigator makes a recommendation of dismissal, the investigative report and copies of all documents relating to the investigation shall be forwarded to the Ethics Commission for a final decision on dismissal. Copies of the investigative report and all documents related to the investigation shall be served upon the complainant and the subject of the complaint.
 - 2. Upon receipt of an investigator's investigative report and a recommendation of dismissal, the Ethics Commission may enter an order of dismissal, copies of which shall be served on the complainant and on the subject of the complaint. Such order shall be entered within ten business days.
- B. If, after investigation, the independent investigator determines that there is reasonable cause to believe the subject of the complaint has committed prohibited conduct in violation of the Code of Ethics, he or she shall prepare an investigative report detailing the evidence and stating the basis for his or her determination. The investigative report and copies of all documents relating to the investigation shall be forwarded to the Ethics Commission with a

recommendation that a hearing be held. Copies of the investigative report and all documents related to the investigation shall be served upon the complainant and the subject of the complaint.

C. Response by Subject of Complaint

1. If the subject of the complaint accepts the findings of the investigative report, he or she may stipulate to the violation by submitting a letter to the Ethics Commission within ten business days indicating his or her agreement with the findings. In such instance, the matter will proceed to a hearing before the Ethics Commission for adoption of the stipulation and imposition of a penalty.
2. The subject of the complaint may contest the findings of the investigative report by submitting a letter within ten business days to the Ethics Commission indicating his or her disagreement with the findings and requesting that a hearing be held to formally contest the findings.
3. If the subject of the complaint contests the findings detailed within the investigative report or otherwise fails to respond within ten business days to the findings of the investigative report, the matter shall proceed to a contested hearing before the Ethics Commission.

PART 4 – HEARING AND ADJUDICATION

Section 01.04B.180 Commencement of Proceedings

- A. Within 30 calendar days of receiving an investigative report recommending that hearing be held, the Ethics Commission shall conduct a formal hearing to determine whether an ethics violation has occurred as alleged in the complaint.
- B. At the hearing, the Ethics Commission may consider the findings contained within the investigative report submitted by the independent investigator and may also consider testimony taken from witnesses and any other evidence presented at the hearing.
- C. The Ethics Commission may determine that additional evidence is necessary to establish the factual record, in which case it may issue a prehearing order calling for witness testimony.

Section 01.04B.190 Hearing Procedures

A. Proceedings Recorded and Open to the Public

1. All hearings of the Ethics Commission shall be conducted as contested hearings under rules adopted by the Ethics Commission. All hearings shall be open to the public.
2. All hearings before the Ethics Commission shall be recorded.

3. The record of the hearings, as well as all documents submitted in regards to the complaint and the Ethics Commission's investigation, shall be subject to public disclosure under chapter 42.56 RCW.

B. Preliminary Matters

1. The subject of a complaint may elect to be represented by legal counsel or to have a union representative represent them at the hearing.
2. Prior to the commencement of the hearing, the Commission may consider preliminary matters raised by the parties, including motions brought by either party, such as a motion to dismiss.
3. The Ethics Commission is not bound by the rules of evidence for Washington courts but may use these rules when determining the relevance of, and weight to be given to, any evidence presented. The final decision of the Ethics Commission shall rely upon evidence they deem to be reliable and trustworthy and which establishes a violation by a preponderance of the evidence.
4. Upon the agreement of the parties, the Commission may consolidate for hearing multiple complaints when the facts underlying the complaints arise out of the same transactions or occurrences.

C. Presentation of Evidence

1. At the commencement of the hearing, the Ethics Commission shall introduce the case and take judicial notice of the investigative report and any related documents or exhibits that are referenced in the investigator's report. This report and all related documents shall become part of the record and shall be considered in the Commission's final decision.
2. The Commission shall allow the complainant and the subject of the complaint to present witnesses at the hearing to supplement the evidence detailed within, and documents attached to, the investigative report submitted by the independent investigator.
3. The Commission shall allow each party to submit additional evidence, such as affidavits and documentary evidence. The Commission shall consider issues of authenticity and reliability in deciding whether to consider, and what weight to assign to, such evidence.
4. At the conclusion of all testimony and the presentation of documentary evidence, the Commission shall give each party the opportunity to summarize the evidence in a brief closing statement.

F. Deliberation and Decision

1. At the conclusion of closing statements, the Commission shall adjourn the proceedings and begin deliberations to determine whether or not a violation of the Code of Ethics has occurred.

2. The Commission shall issue its decision, including written findings of fact and conclusions of law, within ten business days. All such findings and conclusions and the disposition shall be reviewed by the city attorney (or independent legal counsel in the event that a conflict of interest prevents the city attorney from conducting the review) prior to their issuance.

Section 01.04B.200 Dismissal of a Complaint

- A. Summary dismissal of a complaint by the Chair of the Ethics Commission after review by the City Attorney, pursuant to SMC 01.04B.150, shall occur in the following circumstances:
 1. The respondent is not subject to the Code of Ethics
- B. Summary dismissal of a complaint by the full Ethics Commission may be based upon the following grounds:
 1. The allegations, even if true, would not constitute prohibited conduct in violation of the Code of Ethics.
- C. Dismissal of a complaint by the full Ethics Commission after hearing may be based upon any of the following grounds:
 1. The Ethics Commission does not find that the facts establish an ethics violation.
 2. The alleged violation is a minor or de minimis violation;
 3. The complaint or inquiry is, on its face, frivolous, groundless or brought for purposes of harassment;
 4. The matter has become moot because the person who is the subject of the complaint is no longer a City officer or employee;
 5. The appointing authority has already taken action as a result of finding a violation and the Commission finds that the action has sufficiently addressed the matter;
 6. The respondent previously requested and followed the documented advice regarding compliance with the Ethics Code provided by the legal counsel for the Ethics Commission; or
 7. The respondent was previously the subject of a prior ethics complaint based upon the same set of facts and alleging the same violation(s) of the Code of Ethics and regarding which the Ethics Commission issued a decision.
- D. The Ethics Commission shall issue a written decision setting forth the legal and/or factual basis for the dismissal, which shall be provided to the complainant and the subject of the

complaint. The complainant may appeal the Commission's decision to dismiss a complaint to the City's Hearing Examiner within ten days of the date of the Commission's decision.

Section 01.04B.210 Penalties

- A. Upon a determination by the Ethics Commission that a violation has occurred, or upon a stipulation to a violation, the party found to be in violation may be subject to one or more of the following penalties, which may be imposed by the Ethics Commission:
1. A cease and desist order as to violations of this Code of Ethics.
 2. A recommendation to the city council that an appointed committee or commission member be removed from the board or commission.
 3. An order to pay to the City damages sustained by the City that are caused by the conduct constituting the violation.
 4. In the case of a violator who receives wages from the City, a civil penalty of up to five thousand dollars per violation or three times the economic value of anything received or sought in violation of this chapter or rules adopted under it, whichever is greater, may be imposed. Alternatively, the violator who is a member of a board or commission may be suspended for a number of days to be decided by the Ethics Commission, in lieu of fine but not in lieu of damages.
 5. In the case of an elected official, a written reprimand may be issued by the Ethics Commission if the Commission determines that while the elected official did violate the Ethics Code, there was no intent to commit the violation. The written reprimand shall set for the nature of the violation, the elected official's response and the reasons why a reprimand is appropriate. The written reprimand shall be filed with the City Clerk and placed in the City Council minutes. A written reprimand may not be issued, however, if the elected official stipulates to the decision of the Hearing Examiner, as provided in SMC 01.04B.080(C)(3).
 6. An employee of the City who commits a violation of this chapter may be subjected to disciplinary action, up to and including termination from employment; provided that such disciplinary action is consistent with civil service guidelines and any applicable collective bargaining agreement.
 7. Costs, including reasonable investigative costs, shall be included as part of the limit under subsection (A)(4) of this section. Costs may not exceed the penalty imposed. The payment owed on the penalty shall be reduced by the amount of the costs paid.
 8. As appropriate, the Ethics Commission may refer the disposition of a complaint to the City or County prosecuting attorney's office for appropriate action.
 9. Damages under this section may be enforced in the same manner as a judgment in a civil court.

PART 5 – APPEAL

Section 01.04B.220 Notice of Appeal

- A. Any person who has been found to have violated this chapter and has been assessed a monetary penalty, subjected to disciplinary action, or removed from office for a violation of this chapter may file an appeal to the City's Hearing Examiner by delivering a written notice of appeal to the City Clerk's Office within ten business days of receiving a decision of the Ethics Commission finding a violation and imposing a penalty.
- B. Any person who has filed a complaint with the Ethics Commission and has subsequently received a written decision by the Ethics Commission dismissing the complaint pursuant to SMC 01.04B.200.B may file an appeal to the City's Hearing Examiner by delivering a written notice of appeal to the City Clerk's Office within ten business days of receiving a decision of the Ethics Commission regarding a written decision dismissing the complaint.
- C. The notice of appeal shall be in writing and shall include the mailing address and, if different, the street address where papers may be served on the appellant. The notice of appeal shall contain, in separate numbered paragraphs, statements of the specific findings of fact, conclusions of law, or aspects of the fine and/or cost bill on which the appellant seeks review, the basis for the appeal, and a brief statement of the relief requested. The person filing the appeal shall attach a copy of the decision being appealed.
- D. Within five business days of the filing of the notice of appeal, the City Clerk shall forward to the Ethics Commission a copy of the written notice of appeal. A copy shall also be sent to the adverse party.

Section 01.04B.230 Record of Proceedings Transmitted to Hearing Examiner

- A. The City Clerk shall provide the Hearing Examiner with the Record of Proceedings. This shall include a complete copy of the record, a copy of the complaint, the investigative report and related records of the independent investigator, recorded proceedings and all documents and exhibits offered into evidence at the Ethics Commission hearing within ten business days of receiving a copy of the written notice of appeal.

Section 01.04B.240 Procedures for Review on Appeal

- A. Within 60 calendar days of receiving the Record of Proceedings, the Hearing Examiner shall conduct a review of the entire record and render a written decision.
- B. The Hearing Examiner's review shall be conducted as if the case was being heard for the first time.
- C. In deciding whether there has been a violation of the Code of Ethics, the Hearing Examiner may only consider evidence that is already in the record, including the investigative report and related documents as well as the recorded proceedings of the hearing before the Ethics Commission.

- D. Any decision to reverse the Ethics Commission’s decision finding of a violation must be based on the conclusion that the Commission’s decision was arbitrary, capricious, or not supported by the evidence.
- E. In appeals of monetary penalties, the Hearing Examiner may allow additional testimony and may therefore convene a hearing for this limited purpose. The Hearing Examiner may modify the amount of any monetary penalty imposed by the Commission.
- F. The Commission’s decision shall be deemed to have been upheld unless the Hearing Examiner reverses or modifies the Commission’s decision within seventy-five days after the notice of appeal is filed.
- G. A person who receives an adverse ruling from the Hearing Examiner after appealing the decision of the Ethics Commission may seek judicial review of the ruling.

Section 2. That Chapter 01.04A of the Spokane Municipal Code is hereby repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

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:****Committee:** Finance & Administration **Date:** 06/03/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/3/2024

Clerk's File #

ORD C36533

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MIKE PICCOLO 6237

Requisition #**Contact E-Mail**

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON

Agenda Item Name

RENUMBERING OF WHISTLEBLOWER PROTECTIONS

Agenda Wording

An ordinance relating to Whistleblower Protection; adopting a new Chapter 01.04C of the Spokane Municipal Code.

Summary (Background)

Moves Whistleblower Protections to a new Chapter 01.04B SMC.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	May 23, 2024
Submitting Department	City Attorney' Office
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org; (509) 625-6225
Council Sponsor(s)	CP Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Code of Ethics Revision; Renumbering of Whistleblower Protections
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>This ordinance revises the complaint process in Chapter 01.04A (Code of Ethics) as follows:</p> <ul style="list-style-type: none"> • Organizes the Ethics Code into five parts and reorganizes several sections. • Clarifies the "Jurisdiction of the Ethics Commission." • Expands procedures for processing Ethics Complaints: <ul style="list-style-type: none"> ○ Adds a preliminary review by the City Attorney to filter out complaints that do not meet the threshold for an ethics violation. ○ Adds formal investigation by an independent investigator before a complaint proceeds to the Commission for a hearing. • Puts the Appeal Process under the City's Hearing Examiner. • Moves Whistleblower Protections to a new Chapter 01.04B SMC.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p style="text-align: center;">Currently there is no cost to the City related to the complaint process except as incurred by individuals who hire counsel to represent them.</p> <p>Subsequent year(s) cost:</p> <p style="text-align: center;">It is anticipated that the City may incur costs to hire an independent investigator to interview a complainant who alleges a violation for which the Commission has jurisdiction.</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

By ensuring that an independent investigator is assigned to compile evidence and conduct interviews, the proposed revision would potentially give historically excluded communities more of an opportunity to have their complaints heard in a process that can be cumbersome and for which cooperation can be difficult to obtain.

- 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 City may compile data from complainants who file Ethics complaints with the City Clerk's Office concerning their racial, ethnic, gender identity, national origin, or other identity data. Surveys may also be appropriate in collecting data concerning the effect of this change.

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

Survey data will allow complainants and the subjects of complaints to provide feedback concerning their ability to advance (or defend against) complaints in a more efficient manner.

- 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?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO. C - 36533

An ordinance relating to Whistleblower Protection; adopting a new Chapter 01.04C of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new Chapter 01.04C of the Spokane Municipal Code to read as follows:

Chapter 01.04C Whistleblower Protection

Section 01.04C.010 General

This subsection implements Washington State's Local Government Whistleblower Protection Act, Chapter 42.41 RCW.

Section 01.04C.020 Departments and Divisions Affected

This subsection shall apply to all City divisions and departments.

Section 01.04C.030 Definitions

- A. "Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.
- B. "Improper governmental action" means any action by a local government officer or employee:
 - 1. that is undertaken in the performance of the officer's or employee's official duties, whether or not within the scope of the employee's employment, and
 - 2. that is in violation of any federal, state or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety, or is a gross waste of public funds. The phrase does not include any personnel or labor actions.
- C. "Retaliatory action" means:
 - 1. any adverse change in an employee's employment status or the terms and conditions of employment including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal, or any other disciplinary action; or

2. hostile actions by another employee towards the employee that were encouraged by a supervisor or senior manager or official.

Section 01.04C.040 Policy

It is the policy of the City of Spokane to encourage employees to report information concerning any allegedly improper action by the City's officers or employees. It is further the policy of the City to prevent retaliation against any employee who in good faith reports such allegedly improper action. Employees who feel they have been retaliated against may appeal to the hearing examiner.

Section 01.04C.050 Procedure

A. Reporting Allegedly Improper Action

1. Every City employee has the right to report to the appropriate person or persons information concerning an alleged improper governmental action.
2. Any City employee who desires to report allegedly improper governmental action shall first report in writing such action to one of the following persons:
 - 1) the hearing examiner, or;
 - 2) human resources director, or;
 - 3) county prosecuting attorney.

It is the responsibility of the receiving official to forward the information on to the Whistleblower Panel comprised of a representative from the human resources department, the office of the city attorney, the city council office selected by the city council, the finance, treasury and administration department and the employee's bargaining unit representative. A member of the Whistleblower Panel who is also the subject of a complaint shall recuse themselves from the investigation.

3. The Whistleblower Panel shall investigate the received complaint (to include the hiring of outside investigators, if needed) and make a final report to the complainant and the Human Resources Director. The Panel shall endeavor to have a final report within ninety (90) working days of convening. A copy of the report shall be provided to the Human Resources Director and the complainant upon completion. If the Panel fails to complete its report within ninety days, the Panel shall provide an explanation to the complainant for the delay and an estimated completion date.
4. Except in the case of an emergency, an employee shall NOT provide information of an improper governmental action to a person or an entity who is not a public official or person listed in subsection 6.1.2 above. An employee who fails to make a good faith attempt to follow this procedure shall not receive the protections of this subsection or the State Whistleblower Protection Act.
5. The City *shall* keep confidential the identity of the person reporting to the extent possible under law, unless the employee authorizes in writing the disclosure of his or her identity.

B. Retaliatory Action Forbidden

1. No City official or employee may take retaliatory action against a City employee because the employee provided information in good faith in accordance with the provisions of this subsection that an improper governmental action occurred.
2. If an employee believes she or he has been retaliated against in violation of this subsection, the employee must provide a written notice of the charge or retaliatory action to the Hearing Examiner of the City. The notice must specify the alleged retaliatory action, and the relief requested.
3. The charge must be delivered to the Hearing Examiner no later than sixty (60) calendar days after the occurrence of the alleged retaliatory action or the date the employee reasonably should have been aware that retaliation has taken place. The City will then have thirty (30) calendar days to respond to the charge and the request for relief.
4. Upon receipt of either the response by the City or after the lapse of the thirty (30) calendar days, the employee may request a hearing to determine whether a retaliatory action has occurred and to obtain appropriate relief. The request for a hearing must be made within fifteen (15) calendar days of receipt of the response by the City or the lapse of the City's thirty (30) calendar day response time. Requests must be in writing and made to the City Hearing Examiner.
5. If the claimant has met all the time requirements, the hearing examiner will hold a hearing. The burden of proof is on the employee to prove his or her claim by a preponderance of the evidence. The hearing examiner will issue a final decision consisting of findings of fact, conclusions of law, and judgment no later than forty-five (45) calendar days following the request for hearing. The hearing examiner may grant extensions of time upon the request of either party upon a showing of good cause or on his or her own motion.
6. The hearing examiner may grant the following relief, as appropriate: reinstatement, with or without back pay, and injunctive relief as may be necessary to return the employee to the position he or she held before the retaliatory action and to prevent any recurrence of retaliatory action. The hearing examiner may award costs and reasonable attorneys' fees to the prevailing party. The hearing examiner may also impose a civil penalty of up to five thousand dollars (\$5,000) payable by each person found to have retaliated against the employee and may recommend to the City that the person found to have retaliated be suspended or discharged.
7. Either party may appeal to Superior Court from an adverse determination by the hearing examiner. The hearing examiner's decision is subject to judicial review under the arbitrary and capricious standard.

Section 01.04C.060 Responsibilities

The human resources department shall administer this subsection.

Section 01.04C.070 Severability

If any section, subsection, paragraph, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this chapter.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 06/03/2024

Committee Agenda type: Discussion

Date Rec'd 6/11/2024

Clerk's File # ORD C36534

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept CITY COUNCIL

Bid #

Contact Name/Phone PAUL DILLON 6714

Requisition #

Contact E-Mail PDILLON@SPOKANECITY.ORG

Agenda Item Type First Reading Ordinance

Council Sponsor(s) PDILLON KKLITZKE

Agenda Item Name 0320 - GUN VIOLENCE PREVENTION FOR A SAFER SPOKANE

Agenda Wording

An ordinance titled "Gun Violence Prevention for a Safer Spokane," relating to the establishment provisions relating to firearms safety and prevention; adopting a new Chapter 10.75 to Title 10 of the Spokane Municipal Code, and repealing Section 12.0

Summary (Background)

The Spokane City Council is updating firearms regulations to make the community safer from gun violence and establishing a new Chapter to the Spokane Municipal Code, 10.75. This ordinance strengthens existing state laws, enhances safety, and ensures fewer gun related incidents in areas likely to be exposed to gun violence.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	June 3, 2024
Submitting Department	City Council
Contact Name	Virginia Ramos
Contact Email & Phone	vramos@spokanecity.org , 509-564-1914
Council Sponsor(s)	CM Dillon, CM Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	GUN VIOLENCE PREVENTION FOR A SAFER SPOKANE
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Spokane City Council is updating firearms regulations to make the community safer from gun violence and establishing a new Chapter to the Spokane Municipal Code, 10.75. This ordinance strengthens existing state laws, enhances safety, and ensures fewer gun related incidents in areas likely to be exposed to gun violence.
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: <u>No additional resources are needed for this ordinance.</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • 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? 	

Data is already collected by the SPD and will continue to be gathered and summarized as to the effect this ordinance may have on the community.

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

Data is collected by the SPD and will be closely monitored by the Public Safety & Community Health Committee.

- 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?

Public safety is a priority for city leaders.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO C36534

An ordinance titled “Gun Violence Prevention for a Safer Spokane,” relating to the establishment provisions relating to firearms safety and prevention; adopting a new Chapter 10.75 to Title 10 of the Spokane Municipal Code, and repealing Section 12.05.065 of the Spokane Municipal Code.

WHEREAS, gun violence is a public health and public safety crisis in the United States; and

WHEREAS, the Gun Violence Archive defines a mass shooting as one with four or more people injured or killed, and there have been more than 135 mass shootings through May 2, 2024; and

WHEREAS; someone is killed by a gun every 10 hours in Washington State and gun violence is the leading cause of death for children and teens; and

WHEREAS, according to the Washington Alliance for Gun Responsibility, gun violence costs Washington state an average of \$11.8 billion every year and these figures include health care costs for medical bills and mental health support as well as police and criminal justice costs; and

WHEREAS, in 2023 in the City of Spokane, there were 16 deaths from firearms and 23 firearm injuries; and

WHEREAS, thus far in 2024, there have been 44 shooting incidents, 6 accidental discharges of a firearm resulting in injury, and 9 total suicide attempts using a firearm; and

WHEREAS, gun violence is preventable and stronger gun laws have been proven to reduce gun violence; and

WHEREAS, the City of Spokane establishes criminal penalties for crimes related to firearms in Chapter 10.75 of the Spokane Municipal Code, but the code lacks specific prohibitions that would enhance safety and ensure fewer incidents in areas likely to be exposed to gun violence; and

WHEREAS, the Spokane City Council intends to update its firearms regulations to make the community safer from gun violence;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 10.75 to Title 10 of the Spokane Municipal Code to read as follows:

Chapter 10.75 Firearms and Dangerous Weapons

SMC 10.75.010	Scope and Purpose
SMC 10.75.020	Discharge of Firearms Prohibited
SMC 10.75.030	Possession of Firearms
SMC 10.75.040	Disposition of Firearms
SMC 10.75.050	Exemptions

10.75.010 Scope and Purpose

Gun violence is a public health issue. The impacts of gun violence, both direct and indirect, inflict an enormous burden on society, including suicide, homicide, and unintentional deaths, as well as nonfatal gunshot injuries, threats, and exposure to gun violence in all neighborhoods.

This chapter defines a process to implement prevention of gun violence and safety measures designed to save lives.

10.75.020 Discharge of Firearms Prohibited

Except as set forth in Section 10.75.060, it is unlawful to shoot or discharge any firearm, pistol, rifle or similar device anywhere within City limits.

10.75.030 Possession of Firearms

- A. It is unlawful for any person to enter any public assembly venue operated by the city or other municipal or public corporation when the person knowingly possesses or knowingly has under the person's control a weapon as defined in RCW 70.74.010 or listed in RCW 9.41.250.
- B. It is unlawful for any person to knowingly open carry a firearm or other weapon, as defined in RCW 9.41.010, any public building used in connection with meetings of the governing body of the City of Spokane. For purposes of this section, "governing body" shall have the same meaning as in RCW 42.30.020, and includes, without limitation, the Spokane City Council, or other policy or rule making body of the City of Spokane, or any committee thereof when the committee, board, or commission acts on behalf of the governing body, conducts hearings, or takes testimony or public comment.
- C. It shall be a defense to a violation of this section if there are no posted signs at areas of ingress and egress to public buildings that provide notice of the restrictions on possession and open carry of firearms and other weapons at locations specified in this section.
- D. Nothing in this section shall apply to the lawful concealed carry of a firearm by a

person who has a valid concealed pistol license.

- E. A person violating this section is guilty of a misdemeanor on the first offense. Second and subsequent violations of this section shall constitute a gross misdemeanor.
- F. This section 10.75.040 shall not apply to:
 - 1. The possession of any concealed pistol by a person licensed under RCW 9.41.070.
 - 2. Individuals exempt from the firearms restrictions under RCW 9.41.060 (1) through (3), as amended from time to time.
 - 3. Federal, state, or local law enforcement officers or personnel, or to members of the armed forces of the United States or the state of Washington, when such individuals are carrying a firearm or other weapon in conformance with their employing agency's policy, or when carrying a firearm or other weapon in the fulfillment of official duties or traveling to or from official duty.

10.75.040 Disposition of Firearms

- A. All firearms, magazines and ammunition that come into the possession of the police department after June 30, 1993, that are judicially forfeited under RCW 9.41.098 and are no longer needed for evidence, or that are forfeited due to a failure to make a claim under RCW 63.32.010 or 63.40.010 shall be disposed of by the police department as appropriate in its sole discretion in one or more of the following ways:
 - 1. Retained for use by the police department; or
 - 2. Destroyed
- B. Antique firearms and their components as defined by RCW 9.41.010, as now or hereafter amended, and firearms recognized as curios, relics, and firearms of particular historical significance by the United States Treasury Department Bureau of Alcohol, Tobacco and Firearms, are exempt from destruction and shall only be disposed of by auction or trade to commercial sellers. All proceeds from the trade or auction of antique firearms occurring under this subsection shall be retained and used by the police department.
- C. All firearms, magazines and ammunition that are illegal for any person to possess shall be destroyed and shall not be retained; provided, however, if firearms otherwise illegal to possess may be rendered legal to possess by removal or alteration of component parts, the police department may, in its discretion, effect such removal or alteration and may thereafter retain the firearm under the

provisions of this section.

10.75.050 Exemptions to Prohibitions on Discharge

- A. Sections 10.75.020 and 10.75.030 of this Chapter shall not apply to any discharge occurring on a rifle or pistol firing range that has been issued a business license by the City for such purpose.
- B. Sections 10.75.020 and 10.75.030 of this Chapter shall not apply to the discharge of firearms by law enforcement officers engaged in the performance of their official powers or duties.
- C. Nothing in Sections 10.75.020 and 10.75.030 of this Chapter shall be deemed to abridge the right of the individual guaranteed by Article I, Section 24, of the State Constitution to bear arms in defense of self or others.

Section 2. That SMC Section 12.05.065 is repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 06/10/2024**Committee Agenda type:** Consent**Date Rec'd**

6/11/2024

Clerk's File #

ORD C36535

Cross Ref #**Project #****Council Meeting Date:** 06/24/2024**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Bid #**Contact Name/Phone**

MELISSA OWEN 6063

Requisition #**Contact E-Mail**

MOWEN@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

4700 - LATAH GLEN RESIDENTIAL COMMUNITY PUD OVERLAY ORDINANCE

Agenda Wording

Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Manufactured Home Park Conditional Use Permit (CUP) on June 29, 2022. On July 22,

Summary (Background)

Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Manufactured Home Park Conditional Use Permit (CUP) on June 29, 2022. On July 22, 2022, the Hearing Examiner approved a Planned Unit Development Overlay Zone and Manufactured Home Park CUP for said property subject to conditions. The appeal period for this decision ended August 5, 2022. The next procedural step in the type III

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

The applicant is proposing a change to the City's Zoning Map for parcel 25364.0001 addressed as 1925 W 36TH Avenue (39.29 acres), by amending the official zoning map to show a planned unit development overlay zone. All procedural requirements were

Amount**Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	06/10/24
Submitting Department	Development Services Center
Contact Name	Melissa Owen
Contact Email & Phone	mowen@spokanecity.org (X6063)
Council Sponsor(s)	N/A
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Latah Glen Residential Community PUD overlay Zone – Ordinance Adoption
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Manufactured Home Park Conditional Use Permit (CUP) on June 29, 2022. On July 22, 2022, the Hearing Examiner approved a Planned Unit Development Overlay Zone and Manufactured Home Park CUP for said property subject to conditions. The appeal period for this decision ended August 5, 2022. The next procedural step in the type III PUD process is for Council to adopt the Findings, Conclusions, and Decision of the Hearing Examiner dated July 22, 2022.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: N/A

Current year cost:

Subsequent year(s) cost:

Narrative: The applicant is proposing a change to the City’s Zoning Map for parcel 25364.0001 addressed as 1925 W 36TH Avenue (39.29 acres), by amending the official zoning map to show a planned unit development overlay zone. All procedural requirements were completed prior to the application being heard before the Hearing Examiner on June 29, 2022. The City’s Hearing Examiner approved the PUD overlay and Manufactured Home Park CUP on July 22, 2022. The Appeal Period ended August 5, 2022. The next procedural step is to adopt the Hearing Examiner Decision and update the City’s Zoning Map to reflect the overlay. Subsequent building and manufactured home siting permits will be reviewed and approved by the Development Services Center. The proposal was consistent with the City’s Comprehensive Plan at time of preliminary PUD and Manufactured Home Park CUP application and continues to be consistent with multiple goals and polices from the land use, Transportation, Urban Design, Natural Environment, and Neighborhoods chapters of the Comprehensive Plan. This project, Latah Glen Residential community, includes common open space, interconnected pedestrian connections, clubhouse, etc. The underlying zoning will remain R1, and Land Use Designation will remain Residential Low. Attachments – Ordinance with proposed PUD Zoning Overlay Map exhibit and the 2022 Hearing Examiner Decision.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why) – This is a private development proposal for which preliminary approval of the PUD and Manufactured Home Park received approval in 2022. Ordinance Adoption of the PUD Overlay is the next procedural step in the overlay/zone change process.

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 authorizing ordinances in place at time of application and preliminary approval by the Hearing Examiner included SMC 17C.110 Residential Development (repealed); SMC 17C.320 Conditional Uses; SMC 17C.345 Manufactured Home and Mobile Home Parks; SMC 17G.060 Land Use Application Procedures (repealed); SMC 17G.070 Planned Unit Developments; and 17G.040.020 Development & Applications Subject to Design Review. While some of the implementing ordinances noted above have been repealed & replaced, and/or modified with new or amended titles, chapters, and/or sections of code, the proposal remains consistent with currently adopted administrative procedures for PUDs and other applicable codes found in found in SMC including but not limited to 17C.111 Land Use Standards – Residential Zones, 17G.061 Land Use Application Procedures, 17G, 070 Planned Unit Developments, and the currently adopted comprehensive plan.

ORDINANCE NO. C36535

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 1925 W 36TH AVENUE IN THE CITY AND COUNTY OF SPOKANE, STATE OF WASHINGTON, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE FOR SAID PROPERTY.

WHEREAS, The Hearing Examiner held a public hearing on June 29, 2022, at the request of the owner of certain property zoned RSF – Residential Single Family (converted to R1 – Residential 1 – in January 2024), and generally located between S. Inland Empire Way/W. Victoria Lane to the east and S. Marshall Road to the west.at 1925 W 36TH Avenue in the City and County of Spokane, State of Washington, and on July 22, 2022, approved a Planned Unit Development Overlay Zone and a Manufactured Home Park Conditional Use Permit subject to conditions; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 42 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, LYING EAST OF THE OREGON, WASHINGTON RAILWAY AND NAVIATION RAILWAY.

with a Planned Unit Development Overlay Zone.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Proposed PUD Area

Parcel

City of Spokane

Latah Glen PUD Proposal
1925 W 36th Ave
Parcel # 25364.0001

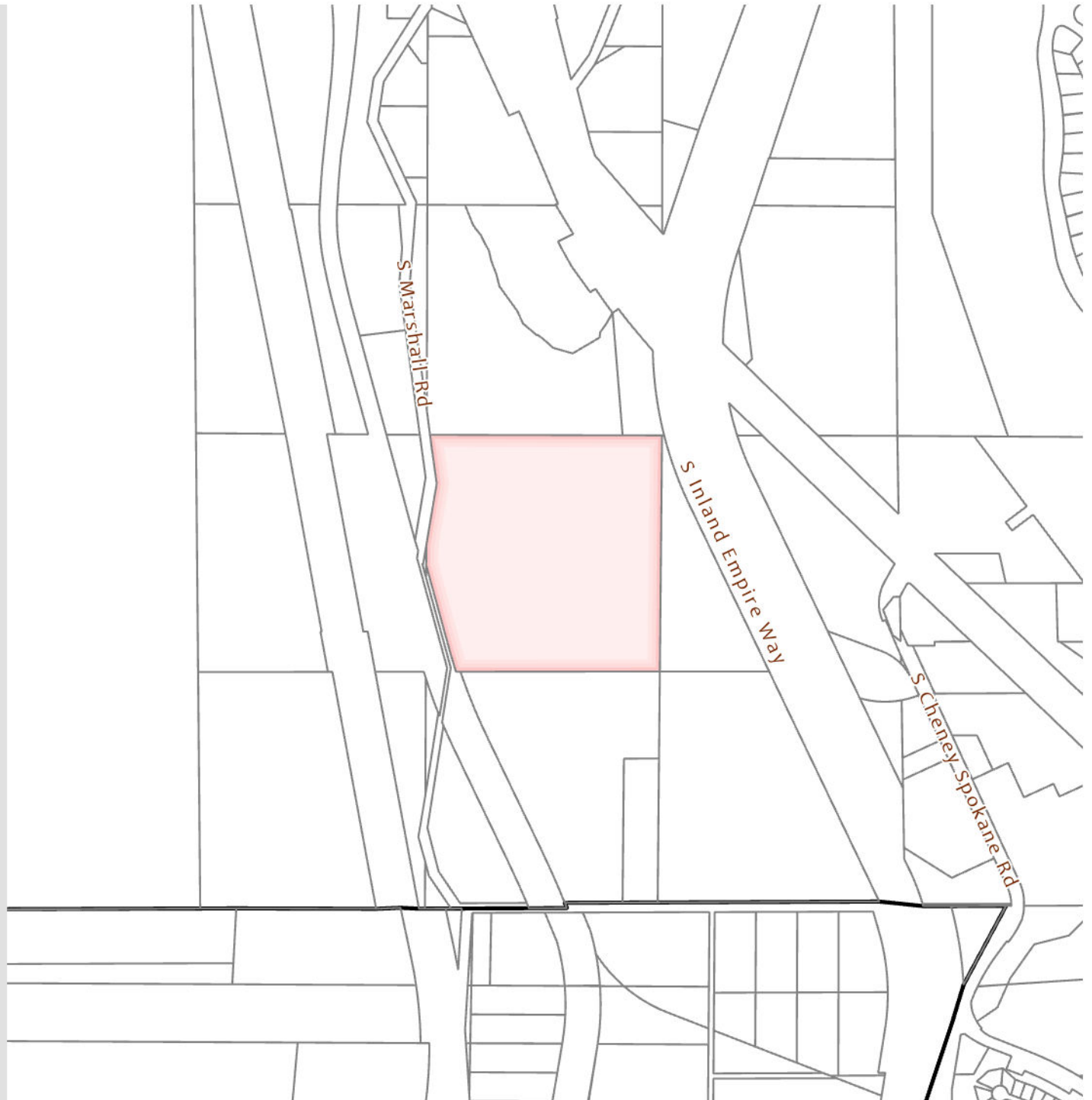


Scale: 1:10,000



5/22/2024

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.



Comprehensive Plan (CP) Map Designation: The property is designated as Residential 4-10.

Site Description: The subject property is approximately 39.44 acres in size and is currently vacant. Access to the project will require dedication of right of way (ROW) across parcel 25361.0004. ROW dedication will be completed outside of the PUD/CUP application approval process. Additionally, unimproved Marshall Road will provide secondary fire access to the site until such time as Marshall Road is paved which, per the recommended conditions of approval herein, triggers compliance for full access between Marshall Road and the proposed MHP.

Surrounding Conditions and Uses: The subject property and adjoining property is zoned RSF. Adjacent land uses are generally larger tracts of land that are either vacant or residential in nature. Government-owned land (Washington State Department of Natural Resources [WSDNR]) is located immediately east and to the south of the proposed MHP. Medo-Mist RV Park is located to the north of the site. BNSF rail as well as US-195 transportation corridors are located in very close proximity directly to the east of the project site.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code (SMC) 17C.110, Residential Development; SMC 17C.320, Conditional Uses; SMC 17C.345, Manufactured Home and Mobile Home Parks; SMC 17G.060, Land Use Application Procedures; SMC 17G.070, Planned Unit Developments; SMC 17G.040.020, Development & Applications Subject to Design Review; and SMC 17G.060.170, Decision Criteria.

Notice of Community Meeting: Mailed: September 8, 2021
Posted: September 8, 2021

Notice of Application/Public Hearing: Mailed: May 19, 2022
Posted: May 19, 2022

Community Meeting: September 23, 2020

Site Visit: July 17, 2022

Public Hearing Date: June 29, 2022

State Environmental Policy Act (SEPA): A Mitigated Determination of Non-Significance (MDNS) was issued on June 14, 2022. The deadline to appeal the MDNS was June 28, 2022. The MDNS was not appealed.

Testimony:

Melissa Owen, Assistant Planner
City of Spokane Planning & Development
808 W. Spokane Falls Boulevard
Spokane, WA 99201

Jerry Storhaug
Storhaug Engineering
510 E. 3rd Avenue
Spokane, WA 99202

G. William Nascimento
Sycamore Group, LLC
9850 Research Drive
Irvine, CA 92618

Ben Goodmansen
Whipple Consulting Engineers, Inc.
21 S. Pines Road
Spokane Valley, WA 99206

William Sinclair
Storhaug Engineering
510 E. 3rd Avenue
Spokane, WA 99202

AT Miller
Paine Hamblen LLP
717 W. Sprague Avenue, Suite 1200
Spokane, WA 99201

Inga Note
City of Spokane
Integrated Capital Management
808 W. Spokane Falls Boulevard
Spokane, WA 99201

Greg Figg
Washington State Department of
Transportation
2714 N. Mayfair St.
Spokane, WA 99207

Detrich Nascimento
6914 S. Pheasant Ridge Dr.
Spokane, WA 99224

Pat Girtz
206 W. Nebraska
Spokane, WA 99205

Submitted Comments to the Record or Present but did not Testify:

Bob Vicars
509 W. Bolan Avenue
Spokane, WA 99224
Bobmcv1@hotmail.com

Faith Hayflich
9815 Hangman Valley Road
Spokane, WA 99224
faithhay@me.com

Molly Marshall
2914 W. Grandview Avenue
Spokane, WA 99224

Patti Berg
[no address provided]
Dickthiel@comcast.net

Su Sawyer
1918 S. Audubon Court
Spokane, WA 99224
susawyer@juno.com

Grandview-Thorpe Neighborhood Council
[no address required]
grandviewthorpe@hotmail.com

Exhibits:

Staff Report, dated 06/23/22, including the following exhibits:

1. Vicinity Map
2. Zoning Map
3. Land Use Map
4. Application Materials, including:
 - a. General Application with Owner Authorization, pp. 2-3
 - b. PUD Application, pp. 4-5
 - c. CUP Application, pp. 6-7
 - d. Project Narrative, 7-16
5. Site and Context Plan Documents, including:
 - a. Context/Site Analysis – revised 08/13/21, p. 2
 - b. Site Plan – revised 11/30/21, p. 3

- c. Site Plan – design character – updated – revised 05/19/21, p. 4
 - d. Concept Building Details – revised 05/19/21, p. 5
 - e. Neighborhood and Site Detail – revised 05/19/21, p. 6
 - f. Concept Building Details, p. 7
6. Technical Documents including:
- a. Site Lighting Calculations and Specifications
 - b. Wetland Report
 - c. Cultural Resource Survey
 - d. Geotechnical Engineering Report and Addendum
 - e. Traffic Impact Analysis and Appendices
 - f. Trip Generation Letter (Updated October 28, 2020)
 - g. Stormwater and Utility Concepts
 - h. Sewer and Water Utility Technical Memo
7. Approved Design Standards Variance Request Form
8. SEPA Checklist (updated 11/30/2021)
9. Critical Areas Checklist
10. MDNS
11. Request for Agency Comments, including:
- a. Request letter dated 10/27/20, pp. 2-4
 - b. Request for Additional Information (pp. 5-40) from:
 - Washington State Department of Archaeology and Historic Preservation (WSDAHP) dated 10/28/20
 - Spokane Tribe of Indians dated 10/28/20
 - City of Spokane, Dave Kokot, Fire, dated 10/30/20
 - Washington State Department of Transportation (WSDOT), Greg Figg, dated 11/05/20
 - City of Spokane, Inga Note, Integrated Capital Management (ICM), dated 11/05/20
 - Washington State Department of Ecology (WSDOE) dated 11/06/20
 - City of Spokane, Bobby Halbig, Streets, dated 11/09/20
 - WSDNR dated 11/09/20
 - City of Spokane, Joelle Eliason, Engineering, dated 11/10/20
 - City of Spokane, Melissa Owen, Planning
 - City of Spokane, Marcia Davis, ICM, dated 11/16/20
 - Avista dated 11/25/20
12. Second Request for Agency Comments, including:
- a. Request letter dated 03/17/21, pp. 2-4
 - b. Request for Additional Information (pp. 5-52) from:
 - Spokane Tribe of Indians dated 03/10/21
 - City of Spokane Treasurer Department dated 03/18/21
 - City of Spokane Fire Department dated 03/23/21
 - ICM Water Distribution dated 03/24/21
 - WSDOE dated 03/29/21
 - City of Spokane Engineering dated 03/29/21
 - Streets Department dated 03/30/21
 - City of Spokane Inga Note dated 03/30/21
 - WSDOT dated 03/30/21
13. Third Request for Agency Comments, including:
- a. Request letter dated 05/24/21, pp. 2-4

- b. Request for Additional Information (pp. 5-35) from:
 - ICM Water Distribution dated 05/25/21
 - WSDOE dated 06/02/21
 - WSDAHP dated 06/07/21
 - City of Spokane Treasurer Department dated 06/07/21
 - WSDOT dated 06/07/21
 - City of Spokane Inga Note dated 06/07/21
 - City of Spokane Engineering dated 06/15/21
- 14. Fourth Request for Agency Comments, including:
 - a. Request letter date 08/19/21, p. 2
 - b. Request for Additional Information (pp. 3-31) from:
 - ICM Water Distribution dated 08/24/21
 - WSDOE dated 08/31/21
 - WSDAHP dated 06/26/21
 - WSDOT dated 09/01/21
 - City of Spokane Engineering dated 09/22/21
- 15. Fifth Request for Agency Comments, including:
 - a. Request for Additional Information (pp. 2-45) from:
 - WSDOE dated 12/16/21
 - WSDOT dated 12/23/21 & 03/11/22 (including original email to Whipple Consulting and attachment (Meadow Lane Results Binder)
 - City of Spokane, ICM, Inga Note dated 12/21/21
 - City of Spokane, Correspondence re: Traffic Mitigation (email chains beginning 01/23/22, 02/11/22)
 - City of Spokane Engineering updated 01/10/22
- 16. Sixth Request for Agency Comments, including:
 - a. Request letter dated 04/04/22, p. 2
 - b. Request for Additional Information (pp. 3-17) from:
 - Attachment Package 1
 - WSDAHP (10/28/20, 07/07/21, 07/26/21)
 - Spokane Tribe of Indians (10/28/20, 03/10/21)
 - WSDOE (11/06/20, 03/29/21, 06/02/21, 08/31/21, 12/16/21)
 - WSDNR (11/09/20)
 - Avista (11/25/20)
 - Attachment Package 2
 - WSDOT (11/05/20, 03/21/21, 06/07/21, 10/01/21, 12/23/21, 03/11/22, 04/19/22, 04/27/22)
 - Attachment Package 3
 - City of Spokane, ICM, Inga Note (11/05/20, 03/30/21, 06/07/21, 12/21/21, May 2022 follow-up email chain)
 - City of Spokane Planning (Agency Review No. 1 Comments; all other comments incorporated into request for more information and technically complete letter)
 - Attachment Package 4
 - City of Spokane Engineering (11/10/20, 03/29/21, 06/15/21, 09/22/21, 01/10/22)
 - Attachment Package 5
 - City of Spokane Fire Department (10/30/20, 03/23/21)
 - City of Spokane, Streets (11/09/20, 03/30/21)

- City of Spokane, ICM, Marcia Davis (11/16/20, 03/24/21 05/25/21, 08/24/21)
 - City of Spokane, Treasury Accounting (03/30/21, 05/24/21)
- 17. Notice of Application, SEPA, and Hearing Documents, including:
 - a. Public Notice Sign/Posting/Mailing instructions, pp. 2-3
 - b. Public Notice Letter, Map and Parcel List, pp. 4-8
 - c. Affidavits, pp. 9-10
 - d. Copy of email to Neighborhood Council representatives and Spokane Public Library, p. 11
- 18. Combine Notice Public Comments (includes WSDOE letter submitted during agency comment period)
- 19. Design Review Board (DRB) Documents, including:
 - a. DRB Application, pp. 2-15
 - b. Collaborative Workshop Staff Report and Advisory Actions, pp. 16-30
 - c. Applicant Submittal for Recommendation Meeting, pp. 31-61
 - d. Final Recommendations, pp. 62-63
- 20. Virtual Community Meeting Materials, including:
 - a. Public Notice Sign/Posting/Mailing instructions (pp. 2-7), including:
 - Instruction letter
 - Notification map
 - Notification parcel list
 - Notification letter (to be completed by applicant)
 - b. Mailed/Posted Virtual Public Notice Letter, pp. 8-9
 - c. Community Meeting Summary and Attendee List, pp. 10-14
 - d. Community Meeting Presentations (general project and traffic scoping), pp. 15-31
 - e. Affidavits of Posting and Mailing, pp. 32-34
 - f. Notification Map Application, pp. 35-36
 - g. Meeting Recording
- 21. Pre-Development Final Comments
- 22. Staff Presentation
- 23. Applicant Brief, including:
 - a. Whipple Consulting Engineers letter dated 06/28/22
 - b. Todd Whipple Resume
 - c. Ben Goodmansen Resume
- 24. Sinclair Exhibit

FINDINGS AND CONCLUSIONS

To be approved, a PUD must comply with the criteria set forth in Section 17G.060.170 SMC. The Hearing Examiner has reviewed the application and the evidence of record with regard to the application and makes the following findings and conclusions:

- 1) *The proposal is allowed under the provisions of the land use codes. See SMC 17G.060.170(C)(1).*

The site is zoned RSF. "Residential Household Living" is permitted in the RSF zone. See Table 17C.110-1. "Manufactured housing" is an example of "residential household living." See SMC 17C.190.110(C). In addition, the RSF zone allows a variety of housing types,

including manufactured homes. See Table 17C.110-2. Generally speaking, manufactured homes are allowed in all areas¹ of the city in which single-family residences are a permitted use. See SMC 17C.345.010.

There is no question that the proposed use is allowed in the RSF zone. Having said that, the Applicant is not proposing to install an individual manufactured home on an RSF lot. Rather, the Applicant is proposing to develop an MHP. The park will remain under the sole ownership of the developer. The developer will lease spaces within the park to future residents, i.e. to individual manufactured home owners. Manufactured home parks are also allowed in the RSF zone, subject to the review and approval as a Type III conditional use application. See SMC 17C.345.100; see *also* Staff Report, p. 5. In addition, an MHP must also satisfy the development standards set forth in Chapter 17C.345 SMC. See Staff Report, p. 5.

The Hearing Examiner agrees with Staff that the proposed MHP satisfies the applicable development standards, as the following discussion illustrates.

Density. In the RSF zone, the minimum density is four dwelling units per acre (DUs/acre) and the maximum density is ten DUs/acre. See Table 17C.110-3. Staff calculated that the proposed development is four DUs/acre, applying the methodology set forth in the municipal code. See Staff Report, pp. 5-6. Thus, the proposed MHP is consistent with the density requirements of the zone.

Lot Area. An MHP must have a minimum area of 10 acres. See SMC 17C.345.120(B). The proposed MHP is approximately 39.44 acres in size, easily satisfying this standard. See Staff Report, p. 5.

Open Space. At least 15% of the gross site area must be in open space or recreational areas available for use by all residents. See SMC 17.345.120(D). The proposal includes 18.08 acres of common open space. See Staff Report, p. 5. Of those 18.08 acres, 3.23 acres is accessible open space, 7.9 acres is visually accessible steep slopes, and 6.78 acres is private street area. Taken together, these open space areas represent nearly 46% of the proposal's land area. See *id.* Even excluding the private street area from the calculation results in 28.2% open space. The proposal sets aside well in excess of 15% of its land area for open space.

Setbacks. The municipal code includes specific setback standards for MHPs. See SMC 17C.345.120(C). Staff confirmed that the project was designed to satisfy the setback standards for the distance from the boundary of the park (20 feet) and the distance from a public street (20 feet). See Staff Report, p. 5. Required setbacks from private streets, walking areas, and parking areas must be verified at the time of issuing permits for new manufactured homes. See *id.* In any case, the site plan must demonstrate compliance with the setback standards. See Condition 15. The Hearing Examiner concludes that the setback standards are properly addressed.

Pedestrian Access. The municipal code requires the developer to install a paved or graveled system of walkways that provides safe and convenient access to every

¹ MHPs are not permitted in designated historic districts. See SMC 17C.345.100. This exception, however, is not relevant to this application.

manufactured home and all common areas. See SMC 17C.345.120(J). The proposal satisfies this requirement by including sidewalks on one side of the private streets as well as an interconnected system of walking paths that provides convenient access to all homes and common areas. See Staff Report, p. 7.

Streets. Each lease space in an MHP must be adjacent to a public or private street. See SMC 17C.345.120(L). This requirement is satisfied. All the leased spaces in the proposed development are adjacent to the streets. See Exhibit 5.

The streets in the development must be designed and constructed to City standards. The project conditions ensure that this requirement will be met. See e.g. Conditions 16, 27, & 35. That being said, on July 6, 2020, the Applicant requested approval of a design standards variance. See Exhibit 7. The Applicant sought a variance² to narrow the required street and ROW widths, to restrict parking to one side of the street, and to remove sidewalks from one side of the street. See *id.*; see also Staff Report, p. 7. The Director of Engineering Services approved the variance request on July 20, 2020. See Exhibit 7.

It should be acknowledged that the MHP standards appear to preclude design deviations for public or private streets. Specifically, those standards state:

Deviations to the public or private street standards, curbing, sidewalks, lighting, pedestrian buffer strips and other street standards are not permitted through a mobile home park approval.

See SMC 17C.345.120(L). It could be argued that the design deviations approved by Engineering are not consistent with this language. The point is debatable, as this language does not necessarily preclude design deviations through other procedures, such as a PUD or a variance. That aside, the Hearing Examiner does not reach this issue. Engineering Services approved the design deviation just over two years ago, pursuant to SMC 17H.010.020. A decision of the Director of Engineering Services may be appealed to the Hearing Examiner, but only if the appeal is lodged within 14 days of the written decision. See SMC 17G.050.310(A). That decision was not appealed or challenged. The variance was approved and cannot now be appealed. Therefore, the propriety of the design deviations is not properly before the Hearing Examiner.

Buffer Strips. The MHP standards require the maintenance of a 20-foot strip around the boundary of the park. See SMC 17C.345.120(F). This strip must be landscaped to provide a visual screen. See *id.* This feature is incorporated into the design of the proposed MHP. See Exhibit 5. The buffer strip is also required by project conditions. See Conditions 14, 22, & 23. Therefore, this requirement of the MHP standards is fulfilled.

As discussed in the Staff Report, the project either satisfies or will satisfy (based on project conditions and legal requirements) the remaining development standards. See Staff Report, pp. 6-7. For example, the proponent will be required to install utilities, provide parking, and complete landscaping, all consistent with the standards, project conditions,

² To pursue these changes, the Applicant was also required to submit a PUD application, which included design review. See Staff Report, p. 7.

and City guidance. See *id.* If signs or accessory structures are installed, the standards applicable to such improvements must be fulfilled. See *id.* Individual manufactured homes are also required to meet siting standards. See *id.*, p. 7. The Hearing Examiner incorporates the Staff's analysis of these issues by reference.

The proposal, as conditioned, also satisfies the development standards for PUDs. Those developments standards are discussed below. See Paragraph 6.

The Hearing Examiner concludes that the proposal is consistent with the land use codes. Therefore, this criterion for approval is satisfied.

2) *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).*

The proposed development is consistent with the pertinent provisions of the CP. The site is designated as Residential 4-10. This designation allows single-family residences on individual lots and attached (zero-lot line) single-family residences. See CP, Chapter 3, p. 3-40. The proposal is to develop an MHP. Manufactured homes are just one type of single-family residence. The CP recognizes this and encourages the further development of this housing option.

The City of Spokane's policy is to permit manufactured homes on individual lots in all areas where residential uses are allowed. See CP, Chapter 6, Policy H1.16, p. 6-9. The City seeks to provide opportunities for a variety of housing types that are safe and affordable for all income levels. See CP, Chapter 6, Goal H1, p. 6-9. Similarly, Policy H1.18 promotes a wide range of housing types and housing diversity to meet the needs of a diverse population with varying income levels. See CP, Chapter 6, Policy H1.18, p. 6-9. The project serves these goals given that it is intended to provide affordable housing options for mid-level incomes. *Testimony of W. Nascimento*. In addition, the project will increase housing diversity at a time when the community is experiencing housing shortages and limited choices.

As its name suggests, land designated as Residential 4-10 may be developed with a minimum of four DUs/acre and a maximum of ten DUs/acre. See *id.* The density of the project is four DUs/acre. Thus, the project satisfies the density objective of its residential designation.

The development is situated within an area that is predominantly designated for low-density residential use. See Exhibit 22 (slides 5-6). There is a shopping center to the southeast. Shopping centers are generally intended to provide services to residential areas. There is a mobile home park to the north. An MHP is similar to and compatible with this type of residential use. Given these characteristics, the proposal is consistent with Goal LU5 and Policy LU 5.5. These provisions of the CP promote development that is complementary and compatible with surrounding land uses. See CP Chapter 3, Goal LU 5 & Policy LU 5.5, pp. 3-26 & 3-27.

No departments or agencies reported that public facilities or services were inadequate to serve the development, provided project conditions were fulfilled. To the extent there were insufficiencies, the Applicant will be addressing those concerns. For example, the Applicant will be improving Inland Empire Way from the project site to US-195. See

Condition 3b. In addition, the MDNS incorporates mitigation for impacts to US-195. See Exhibit 10; see also Condition 3a.

These improvements will provide proper access for automobiles, as encouraged by the transportation element of the CP. See e.g. CP, Chapter 4, TR Goal B, Policy TR 2, & Policy TR 7, pp. 20 & 24 (encouraging development of adequate transportation choices for various modes of travel). In making these improvements, the project fulfills Policy LU 1.12, which requires that public facilities be sufficient to support development. See CP, Chapter 3, Policy LU 1.12, p. 3-14. The project, as conditioned, promotes the efficient use of land by focusing growth in areas where adequate facilities and services are available. See CP, Chapter 3, Policy LU 3.1, p. 3-17. The commenting agencies also suggested mitigation measures where necessary to protect the natural and built environment, consistent with Policy LU 5.1. See CP, Chapter 3, Policy LU 5.1, p. 3-27.

The project will clean up a site that has been historically used for auto salvage. The site is littered with old parts, waste products, and garbage. In addition to addressing the site conditions, the project is well-designed to create an attractive, residential community. See e.g. CP, Chapter 8, Policy DP 2.6, p. 8-8 (stating projects should be designed to improve the quality of the neighborhood as well as account for the topography and other natural features of the site). Among other things, the design includes an integrated pedestrian pathway that provides access to all the lease spaces as well as the common areas of the site. A substantial amount of open space is provided. The project also includes an improved access to Fish Lake Trail, providing pedestrian and bicycle access to that recreational amenity. The developer will also be required to make improvements or participate in mitigation projects to improve the transportation system. These features support several goals and policies of the comprehensive plan.

The integrated pathway, common amenities, and connection to the trail all encourage social interaction and enhance the urban environment, consistent with Policy LU 2.1. See CP, Chapter 3, Policy LU 2.1, p. 3-16. The design helps create a connected network that provides safe, direct, and convenient access for pedestrians and bicyclists, in line with Policy LU 4.4. See CP, Chapter 3, Policy LU 4.4, p. 3-26. This project helps to connect places in the city with a walkway or bicycle path system, in furtherance of Policies NE 13.1 and NE 13.2. See CP, Chapter 9, Policy NE 13.1 & Policy NE 13.2, p. 9-16. The project also furthers the objectives of TR 20, which calls for coordinated efforts to provide safe access for pedestrians and bicyclists. See CP, Chapter 4, Policy TR 20, p. 4-20.

The project is consistent with several other goals and policies of the CP, as discussed in the Staff Report. See Staff Report, pp. 10-12. The Hearing Examiner concludes that this criterion is satisfied.

3) *The proposal meets the concurrency requirements of Chapter 17D.010SMC. See SMC 17G.060.170(C)(3).*

Six requests for agency comment were circulated between October 27, 2020, and April 4, 2022. In response, the City received comments from various agencies regarding the project. See Staff Report, p. 12. The conditions suggested by agencies or departments with jurisdiction were incorporated as project conditions. See *id.* "No agency with jurisdiction identified that concurrency could not be met if conditions and/or SEPA mitigation were followed." See *id.* To the extent any deficiencies exist in public

infrastructure, those conditions are addressed by the project conditions. See e.g. Conditions 3-7, 27, 29, & 32-33 (setting forth requirements for water, sewer, and transportation). The Hearing Examiner concludes that, with the proposed conditions, the project satisfies this criterion for approval.

- 4) *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

The Hearing Examiner concludes that the property is suitable for the proposed use, given its physical characteristics. The development area is of sufficient size and shape to accommodate the project, as is demonstrated by the layout shown on the proposed plat. See Exhibit 5. The location of the site does not pose genuine limitations on its use and development. The site is located in an area zoned/designated for low-density residential use. The nearby uses include a shopping center, a mobile home park, and some residences. The primary challenge of the location is the potential traffic issues related to US-195. However, that issue does not relate directly to the physical suitability of the site. That issue is more properly discussed in relation to traffic impacts or project conditions.

There are no streams or other surface waters on the site. See Exhibit 8 (Environmental Checklist ¶ B(3)(a)(1)); see also Exhibit 6b. There is surface water off-site and to the north, in the form of a small lake. See Exhibit 8 (Environmental Checklist ¶ B(3)(a)(1)). It is located approximately 720 feet at the closest point. See *id.* There are no wetlands or wetland buffers on the site. See Exhibit 6b. The property does not lie within a floodplain. See Exhibit 8 (Environmental Checklist ¶ B(3)(a)(5)).

According to the geotechnical report submitted by the Applicant, the soils at the site are generally sufficient to support foundations, pavement, and drainage. See Exhibit 6d.1. The geotechnical engineers concluded that the site is suitable for the proposed construction, provided the project recommendations are followed. See *id.* In addition, the project conditions address both geotechnical concerns as well as drainage. See Conditions 28, 31, & 35b; see also Dedication f-h, k-n. Stormwater drainage on the property will be handled through the typical methods identified in the Spokane Regional Stormwater Manual (SRSM). See Exhibit 8 (Environmental Checklist ¶¶ A(14)(a)(1), A(14)(b)(2) & B(3)(c)).

No groundwater will be withdrawn as the project will be served by city water. See Exhibit 8 (Environmental Checklist ¶ B(3)(b)(1)). In addition, wastewater will be collected and routed to the public sewage treatment facility. See Exhibit 8 (Environmental Checklist ¶¶ B(3)(b)(2), B(3)(c)(2)). There is no reason to expect that groundwater will be impacted by this project. See e.g. Exhibit 8 (Environmental Checklist ¶ B(3)(c)(2)).

A cultural resources survey was completed for this site. See Exhibit 6c. The survey did not reveal any eligible cultural resources. See *id.*, p. 38. The survey concluded that the project should be permitted to proceed as planned. See *id.* The WSDAHP concurred with the results and recommendations of the survey report. See Exhibit 14 (Letter of WSDAHP, dated 07/26/21). The WSDAHP did not recommend any further archaeological supervision of the site. See *id.* The Spokane Tribe of Indians also confirmed that they had no further concerns. See Exhibit 12 (Letter of Spokane Tribe of

Indians, dated 03/10/21). Both the WDAHP and the Tribe recommended that an inadvertent discovery plan (IDP) be implemented for the project. See Exhibits 12 & 14. This recommendation has been incorporated into the project conditions. See Condition 54.

The Hearing Examiner concludes that the property is suitable for the proposed use, given the conditions and characteristics of the site. As a result, this criterion is satisfied.

5) *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

The record in this case supports the conclusion that no significant environmental impacts will arise from this project.

As previously discussed, there are no wetlands or surface waters on this site, and the site is not located within a 100-year floodplain. See Paragraph 4. No threatened or endangered species were identified on the site. See Exhibit 8 (Environmental Checklist ¶ B(4)(c) & B(5)(b)). The project is not anticipated to create any significant noise or light, beyond that associated with normal residential uses. See Exhibit 8 (Environmental Checklist ¶ B(7)(b) & B(11)). No waste materials will be discharged into the ground or surface waters. See Exhibit 8 (Environmental Checklist ¶¶ B(3)(a)(6), B(3)(b)(2) & B(3)(c)(2)). No environmental hazards are anticipated to arise due to this project. See Exhibit 8 (Environmental Checklist ¶ B(7)(a)).

The Applicant will be required to implement onsite controls for stormwater and surface drainage generated from the development. See SMC 17D.060.010 *et seq.* As discussed above, all stormwater will be collected, treated, and discharged in accordance with the SRSM. See Paragraph 4. These requirements have been incorporated into the project conditions. See *id.*

The project will generate new traffic that has an impact on the transportation system. In order to address those impacts, the developer is required to improve Inland Empire Way from the project site to US-195. See Condition 3b. In addition, the developer will be required to complete a mitigation project(s) on US-195, to be agreed upon between the developer and WSDOT/City of Spokane. See Condition 3a. The developer will also be required to update its traffic analysis to determine whether a right-turn lane must be added to the intersection of US-195 and Inland Empire Way. See Condition 3c. If necessary, the developer must install the right-turn lane prior to occupancy of the 100th unit. See *id.*

The City will be collecting impact fees pursuant to SMC 17D.075. See Conditions 3a & 6. The developer's payments toward the mitigation projects for US-195 will be entitled to a credit against the impact fee. See Condition 3a. The impact fee will be collected for each single-family residence and must be paid prior to issuance of the building permit. See Condition 6. Thus, to the extent there are impacts from traffic, those impacts are being mitigated via road improvements and impact fee contributions.

There will be some impacts due to construction activity. However, the construction impacts will not result in significant environmental impacts, and can be adequately mitigated (e.g. dust control, limited work hours, etc.). Further, the construction activity is temporary. Once the construction project ends, the potential impacts from noise, dust, and emissions from vehicles will cease. See e.g. Exhibit 5 (Environmental Checklist ¶ B(7)(b)(2)-(3) (concerning construction noise)). In addition, the environmental impacts of the completed project are minor.

Various departments and agencies reviewed the proposal and concluded that there were no significant environmental impacts. The City examined the environmental checklist, and ultimately issued an MDNS on June 14, 2022. See Exhibit 10. The appeal period for the MDNS expired on June 28, 2022. See *id.*; see also Staff Report, p. 15 The MDNS was not appealed. See *id.*; *Testimony of M. Owen.*

Based upon the foregoing, the Hearing Examiner concludes that the proposal will not have a significant adverse impact on the environment or the surrounding properties and, therefore, this criterion for approval has been met.

6. *The proposal is consistent with the development standards for planned unit developments. See SMC 17G.060.170(D)(4).*

The project satisfies the criteria for approval of a PUD, as set forth in SMC 17G.060.170(D)(4).

a. *Compliance with All Applicable Standards. See SMC 17G.060.170(D)(4)(a).*

The Staff has confirmed that the proposal satisfies the applicable standards for a planned unit development, found at SMC 17C.070.030. See Staff Report, p. 7. The Hearing Examiner agrees with the Staff's analysis³ and conclusions, and hereby incorporates the Staff's reasoning into this decision. See Staff Report, pp. 7-10. The decision also includes conditions that further ensure that the proposed development will remain consistent with the PUD standards. See e.g. Conditions 21, 24, 25, & 47. The Hearing Examiner concludes that this criterion is satisfied.

b. *Architectural and Site Design. See SMC 17G.060.170(D)(4)(b).*

The proposed development has completed the design review process. See Exhibit 19. The DRB determined that the project demonstrated the use of innovative, aesthetic, and energy-efficient architectural and site design. See *id.* In addition, the DRB's recommendations are incorporated into the project conditions. See e.g. Conditions 46-50. Therefore, the Hearing Examiner concludes that this criterion is satisfied.

c. *Transportation System Capacity. See SMC 17G.060.170(D)(4)(c).*

The Staff determined that there is "...either sufficient capacity in the transportation system to safely support the development proposed in all future phases or there will be

³ The Hearing Examiner also agrees with Staff's approach of favoring the MHP regulations, in cases where there is some conflict or inconsistency with other development standards. *Testimony of M. Owen.* This makes sense given this proposal is for a MHP. The regulations specific to the proposed use should control in cases of inconsistency.

adequate capacity by the time each phase of development is completed.” See Staff Report, p. 15. The Hearing Examiner agrees.

The Applicant submitted a Traffic Impact Analysis (TIA) and Trip Generation and Distribution Letter (TGDL) for this proposal. See Exhibits 6e1-6e5 & 6f. That documentation acknowledged there would be an impact on the transportation system and suggested mitigation measures. WSDOT and the City of Spokane considered this information, and formulated appropriate conditions and mitigation measures to address the anticipated impacts.

Pursuant to the project conditions, the Applicant will be required to fund the design and construction of a mitigation project(s) on US-195 to reduce the impact of its traffic on northbound US-195 to eastbound I-90 ramp. See Condition 3a. The Latah Glen project cannot receive final approval until the financial commitment is in place to complete that mitigation project. See *id.*

The Applicant must improve Inland Empire Way from the proposed site access to US-195, including paving, a separated sidewalk, drainage facilities, etc., in a manner consistent with City standards, the conditions of approval, and engineering plans. See Condition 3b. In addition, prior to occupancy of the 100th unit, the Applicant must update its traffic analysis to determine whether a right-turn lane must be installed at the intersection of Inland Empire Way and US-195 in the southbound direction.

The development will also be designed and constructed to provide vehicular and pedestrian access to Marshall Road, if and when Marshall Road is improved. See Conditions 16 & 21.

The Hearing Examiner finds that all applicable standards including capacity have been met or will be met in compliance with the conditions of approval. Therefore, this criterion is satisfied.

d. Availability of Public Services. See SMC 17G.060.170(D)(4)(d).

The City solicited comments from the relevant departments and agencies multiple times, from October 27, 2020, to April 4, 2022. See Exhibits 11-16. The city also received public comments on the project. See Exhibit 18.

The commenting agencies and departments confirmed that public services and facilities were available. The City verified that public sewer was available to serve the project. See Exhibit 11. The City also stated that the transmission main in Marshall would be available to provide water to the development in the future. See Exhibit 12; see *also* Condition 7. Avista confirmed that electricity and gas were also available to the project. See Exhibit 11. The Fire Department requested certain conditions and design features, but did not suggest that fire services were unavailable or insufficient. See Exhibits 11-12. The Spokane Police Department did not provide any comments. Nor did the School District. On this record, public services are or will be made available to serve the proposed development.

The public comments did raise concerns about the lack of public/community services, including fire protection, police, libraries, schools, and other services. See Exhibit 18 (Note of M. Marshall; E-mail of F. Hayflich 6-7-2022, 5:19 PM). While the Hearing Examiner is sympathetic to these concerns, the service providers did not corroborate the claims, as discussed above. There were no comments from the Spokane Police Department or the School District, and the Fire Department did not suggest that fire protection was lacking,

for example. When there were deficiencies, the commenting agencies and departments suggested mitigation measures or limitations, and those were incorporated as project conditions.

The Hearing Examiner concludes that this criterion is met.

e. Protection of Designated Resources. See SMC 17G.060.170(D)(4)(e).

This criterion calls for the protection, consistent with code requirements, of City-designated resources such as historic landmarks, view sheds, street trees, urban forests, critical areas, or agricultural lands. See SMC 17G.060.170(D)(4)(e). This proposal does not transgress this requirement, in the Hearing Examiner's view, for various reasons.

There are no historic landmarks on this site. There was no testimony or evidence identifying such resources. The cultural resources survey, likewise, did not reveal such resources.

The property does have scenic qualities. However, the Hearing Examiner has not found regulations in the municipal code that defines view sheds or sets forth guidelines for their protection. Staff did not suggest that the city has designated any part of this site as a view shed, or that any particular feature was entitled to protection.

No "street trees" were identified or designated for removal. In any case, the project will result in the planting of street trees along the newly developed roads. See Condition 13.

The development will undoubtedly require removal of some trees to clear the land for residential spaces, roads, landscaping, and other improvements. However, there was no testimony or other evidence that the trees on the site are considered part of the "urban forest" or are otherwise designated for protection. The Hearing Examiner is not aware of a rule or regulation precluding the removal of trees from private property. In any case, as the Staff emphasized, the applicant is proposing to leave stands of mature trees in multiple locations across the site. See Staff Report, p. 16. The retention of these trees and understory conforms the standards found in the SMC regarding potentially hazardous geology. See *id.*

The site is not designated as agricultural lands. The zoning is RSF. In addition, there was no evidence introduced to suggest that the site was historically used for agricultural purposes or, even if it was, that it is currently an agricultural resource that needs to be protected.

The only critical area on the site is geologically hazardous areas. However, the proposed development is supported by a geotechnical analysis, confirming that the site is suitable and the design is appropriate. See Exhibit 6d. In addition, the project conditions require the Applicant to demonstrate that the requirements of SMC 17E.040.100, regulating geologically hazardous areas, are being met. See Condition 17. Staff did not contend that the design of the project deviates from those standards. On the contrary, Staff noted that the developer is retaining many trees in a manner that protects geologically hazardous areas of the site. See Staff Report, p. 16.

The Hearing Examiner concludes that this criterion is fulfilled.

f. Compatibility with Adjacent Uses. See SMC 17G.060.170(D)(4)(f).

The Applicant seeks to develop a residential use on property zoned RSF. The site is surrounded by other land with the same residential zoning designation. "Nearby land is either vacant or used for existing residential development like Medo-Mist RV Park and individual single-family homes." See Staff Report, p. 16. Manufactured homes are just one specific type of residence. As previously discussed, manufactured homes are allowed in the same locations where other single-family residences are allowed. See Paragraph 1.

The proposal is very well-designed, with generous open space, an integrated pedestrian path, and buffers along its perimeters, among other features. See Exhibit 5b. The proposal has been through the design review process as well. The design and concept were approved unanimously by the DRB. See Exhibit 19.

Finally, there was no testimony or other evidence suggesting that the proposed use was incompatible with any other uses nearby.

The Hearing Examiner concludes that the proposed use is compatible with adjacent uses. Therefore, this criterion is satisfied.

g. Mitigation of Off-Site Impacts. See SMC 17G.060.170(D)(4)(g).

The proposal is to develop an MHP, ultimately consisting of 157 single-family residences. This type of use is not likely to be a significant source of off-site impacts like litter, noise, shading, or glare. The MHP will include regular refuse collection. The noise from the park would be typical for any residential development of this size. Excessive noise would be a matter for code enforcement. The light/glare associated with the use would, again, be similar to any residential neighborhood. There is no specific feature of this proposal that would be considered a significant source of light or glare. In addition, the development would not create off-site shade. The residences are limited under the zoning code to 35 feet in height. Adjacent properties are not likely to be impacted by structures in the park, especially given the perimeter buffer included in the design.

The one potentially significant off-site impact relates to traffic. However, the traffic impacts arising from this project are the subject of significant mitigation measures. The Hearing Examiner concludes that the potential traffic impacts have been sufficiently addressed, as is discussed elsewhere in this decision.

The proposal was reviewed by the relevant agencies and departments to ensure consistency with local codes and regulations. There are extensive project conditions that ensure that off-site impacts are minimized. The project was also reviewed under SEPA for potential impacts to the environment and surrounding properties. An MDNS was issued for the project, and that determination was not appealed.

The Hearing Examiner concludes that the proposal will not result in material, off-site impacts. The project design and conditions mitigate against such impacts. Therefore, this criterion is satisfied.

7. The MHP should be approved despite concerns about traffic impacts. The Hearing Examiner concludes that the project conditions adequately address this issue.

The primary objection raised in public comments concerned traffic impacts. Specifically, area residents opposed the project due to the impacts of additional traffic on the US-195

corridor. In particular, area residents argued that the intersection/ramp of US-195 and I-90 could not handle any more traffic. See Exhibit 18 (E-mail of B. McVicars 6-8-2022, 11:13 AM; Note from M. Marshall). They argued that no additional projects should be approved unless and until this intersection and the other infrastructure issues along the corridor are resolved. See *id.* (E-mail of F. Hayflich 6-7-2022, 5:19 PM; E-mail of S. Sawyer 6-8-2022, 11:06 AM; E-mail of Grandview-Thorpe Neighborhood Council 12-9-2020, 12:08 PM; E-mail of B. McVicars 12-9-2020, 12:09 PM; E-mail of B. McVicars 6-8-2022, 11:13 AM).

The Hearing Examiner agrees that mitigation measures are necessary to address the capacity limitation on US-195. WSDOT has essentially agreed with the neighbors that the intersection of US-195 and I-90 cannot handle any more traffic. For this reason, WSDOT has insisted on a condition, applied to several projects along the corridor, that any additional traffic load northbound on US-195 must be offset through corridor improvement projects. We have reached the stage that for any development proposal to move forward, the developer will be required to fund and construct a mitigation project in order to proceed. See Condition 3a.

The Hearing Examiner is inclined to rely upon the expertise of WSDOT, City traffic engineers, and the project traffic engineer when analyzing the anticipated traffic and the necessary mitigation. There was some debate about which mitigation projects should or could be required, but there was no genuine debate about the amount of anticipated traffic or the propriety of Condition 3a.⁴ In addition, the residents objecting to the development did not submit any expert testimony or analysis on traffic issues. The expert testimony in this record supports the conclusion that the proposed mitigation measures are appropriate and sufficient to address the impacts on the transportation system.

8. *Fencing in a PUD.*

The Applicant's request for a variance from the street design standards triggered a requirement to apply for PUD approval. See Staff Report, p. 7. The fencing regulations imposed by the PUD standards, however, are not consistent with the Applicant's intent for this project. *Testimony of W. Sinclair.*

The PUD development standards include the following requirements for fencing:

*Perimeter fencing for a planned unit development is permitted except the **maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches.** When a fence is along a street frontage, usable **pedestrian access shall be provided spaced a minimum of one every three hundred feet.***

See SMC 17G.070.030(C)(7) (emphasis added). This requirement is incorporated into the project conditions. See Condition 21.

The project engineer pointed out that the MHP was designed as a gated community with a 6-foot privacy fence around its perimeter. *Testimony of W. Sinclair; see also Exhibit 24.* Under the PUD standards, if a perimeter fence is installed, it could only be 3½ feet tall, and would have to include pedestrian access points every 300 feet. See *id.* This would

⁴ Notably, that condition was adopted through the MDNS issued pursuant to SEPA. The condition was not appealed, by either the proponents or the opponents of the project.

defeat the purpose of the design. *See id.* It also does not make sense in the context of an MHP. *See id.* Under the circumstances, the Applicant requested that the Hearing Examiner approve a 6-foot perimeter fence, as proposed, and revise Condition 21 to allow that design. *See id.*

Staff did not object to allowing the requested security fence, provided the Hearing Examiner could find some legal basis to support that result. *Testimony of M. Owen.* Unfortunately, the Hearing Examiner was unable to find authority to grant the Applicant's request. The fencing standard set forth in SMC 17G.070.030(C)(7) is stated in mandatory language, and does not provide the Hearing Examiner with any apparent discretion to make exceptions or modifications. Under the relevant law, the Hearing Examiner has no authority to revise development standard adopted by the City Council. *See Chaussee v. Snohomish County Council*, 38 Wn.App. 630, 638, 689 P.2d 1084 (1984) (stating a hearing examiner has no authority to exempt a landowner from development standards). The Hearing Examiner, in other words, can only interpret and apply the rules as written. He does not have any legislative prerogative.

The Hearing Examiner is very sympathetic⁵ to the proposal. If a security fence is to be installed, and given the nature and design of this development, a short fence with pedestrian access points does not seem appropriate or practical. However, the applicable standards do not allow for a perimeter security fence as proposed. Neither Staff nor the Applicant alerted the Hearing Examiner to any code provisions that would support the requested change to Condition 21. The Hearing Examiner's own research also revealed none. In the absence of such authority, the Hearing Examiner feels compelled to retain Condition 21 in its original form.

9. *The Applicant is not required to form a homeowners' association (HOA) for purposes of maintaining the common areas of the park.*

The PUD standards require that common open space be permanently maintained by either an HOA or property owners' association or a public agency that has agreed to take on that responsibility. *See SMC 17G.070.030.* As a result, this requirement was incorporated into the project conditions proposed by Staff. *See Condition 18.*

The project engineer explained that the MHP will remain under the ownership of the development entity, Sycamore Group, LLC, which will be responsible to maintain all common areas. *Testimony of W. Sinclair.* The homeowners will be leasing space for their manufactured homes and will not have an ownership interest, individually or collectively, in the common areas. In addition, because the common areas will not be public, there is no reason for a public agency to control or maintain the common areas.

The Hearing Examiner agrees with the project engineer. An owner in an HOA, by virtue of his or her membership, "is **obligated to pay** real property taxes, insurance premiums, maintenance costs, or for improvement to **real property other than that which is owned by the member.**" *See RCW 64.38.010(12)* (emphasis added). Here, no such obligation exists or will arise, because the homeowners will own neither the real estate

⁵ If the City Council amended the PUD fencing standards in the future, and those modifications allowed the proposed security fence, the Hearing Examiner would be willing to revisit the matter upon receipt of a change of conditions request.

beneath their residences nor any commonly held property. The formalities of an association are unnecessary and irrelevant when the ownership of common areas will remain with a single person or entity.

HOAs typically have authority do certain things on behalf of the owners. With respect to common areas, the HOA may grant easements through common areas; collect fees for the use of common areas; and regulate their use, improvement, maintenance, repair, or replacement. See RCW 64.28.020. However, in this case, the individual owners will have no property interest in the common areas. There is no basis upon which the individual manufactured home owners could legally or logically control the use, maintenance, improvement, etc. of the common areas. There is no commonly held property in this development.

In reality, the future residents of the MHP will be tenants, and the developer will be their landlord. The rights and interests of the residents, and the corresponding duties of the owner, will be governed by the landlord-tenant relationship. That relationship will be defined by the lease between the parties, as supplemented by the relevant law, in particular the Manufactured/Mobile Home Landlord-Tenant Act. See RCW 59.20.010 *et seq.*

As a landlord of an MHP, the developer will be required to maintain the common premises; keep any shared or common premises reasonable clean, sanitary, and safe; keep common premises free of noxious weeds and free of potentially injurious or unsightly objects; maintain and protect all utilities serving the manufactured homes; and maintain the roads within the MHP, among other things. See RCW 59.20.130(2)-(4), (6) & (9). Given the foregoing, the property owner's duty to maintain the MHP is ensured by state law, separate and apart from the conditions of approval.

The Hearing Examiner concludes that Condition 18 should be modified to remove the requirement to form an HOA. Those terms of SMC 17G.070.030 are not relevant to this application. That said, the developer's obligation to maintain common areas may remain a project condition. This is consistent with continued ownership of the common areas and the owner's future role as the park's landlord.

10. Condition 3a lawfully requires the Applicant to participate in mitigation project(s) in the same manner as other developments along the US-195 corridor.

The project conditions require the Applicant to make a financial commitment to design and construct a mitigation project(s) in order to offset the additional trips to the intersection of US-195 and I90. See Condition 3a. The Applicant did not object to this requirement or seek to change the language of the condition. *Testimony of B. Goodmansen.* However, the Applicant did raise significant concerns about the open-ended nature of the condition. To resolve the uncertainty, the Applicant requested that the Hearing Examiner explicitly identify (and appropriately limit) the Applicant's obligations pursuant to that condition.

At the hearing, the Hearing Examiner engaged in a lengthy colloquy with the Applicant's and his consultants, the WSDOT traffic engineer (Mr. Figg), and the City traffic engineer (Ms. Note) regarding this request. To frame the discussion, the project traffic engineer presented a menu of four mitigation projects to improve the US-195 corridor. See Exhibit 23a. According to the project traffic engineer, these were the projects most likely to be

constructed to offset the traffic impacts of the proposed development. In simplified form, these projects included the following:

- Project 1 – Restrict 16th Avenue eastbound movement to right turn only
- Project 2 – Repave and make other improvements at Thorpe and 23rd
- Project 3 – Improvements to 23rd and Inland Empire Way
- Project 4 – New connection to Inland Empire Way

The project traffic engineer contended that Projects 1-3 could be completed within the proper time frame and within the impact fee budget. See Exhibit 23a; *Testimony of B. Goodmansen*.

The Applicant's attorney argued that the Applicant's obligation to mitigate traffic impacts should be capped in some manner, by dollar amount or by limiting the Applicant's mitigation obligation to the first three projects. *Testimony of A. T. Miller*; see also Exhibit 23. He emphasized that, under the *Dolan* test, any required mitigation must be "roughly proportional" to the anticipated impacts of the development. See *id.* He argued that requiring the Applicant to complete Project 4 would go beyond mitigating for the traffic anticipated from the proposed development. *Testimony of A. T. Miller*. Such a condition, he maintained, would fail the rough proportionality test and, therefore, would be unlawful. See *id.*

Mr. Nascimento added that Project 4 was estimated to cost between \$1.2 to 1.5 million. *Testimony of W. Nascimento*. He argued that requiring him to construct Project 4 would go well beyond addressing the impact of 13 PM peak-hour trips. See *id.* He further objected to the possibility that his project would be delayed some indeterminate number of years awaiting the completion of Project 4 by others. See *id.* Mr. Nascimento believed it would be unlawful to either require him to fund a large project on his own or preclude him from proceeding for many years even if he was ready to pay his fair share for the impacts of his project. See *id.*

Finally, the Applicant argued that the Hearing Examiner could condition the development on the completion of Project 1. *Testimony of J. Storhaug, A. T. Miller & W. Nascimento*. The Applicant's traffic engineer confirmed that completing Project 1 would more than offset the traffic from the proposed MHP. *Testimony of B. Goodmansen*. The Applicant stated that it was prepared to immediately fund the project. *Testimony of W. Nascimento*. To be effective, the Applicant's right to complete Project 1 would have to be exclusive. To address any concern about granting an exclusive right, the Applicant's attorney suggested that the Applicant's commitment to that mitigation project could be subject to a deadline, e.g. one year. *Testimony of A. T. Miller*.

The Hearing Examiner is sympathetic to the Applicant's desire for clarity and certainty. The Hearing Examiner also agrees that the Applicant cannot be required to mitigate (whether in dollars or in kind) beyond the impacts attributable to the proposal. However, the Hearing Examiner is not inclined to modify, supplement, or clarify Condition 3a in the manner requested. The Hearing Examiner reaches this conclusion for a range of reasons.

The intersection of US-195 and I-90 has reached its capacity. As the Applicant acknowledges, WSDOT has adopted a "net zero" policy for trips being routed to that intersection. Condition 3a was formulated as a way to allow development projects to go

forward, despite the lack of additional capacity at that intersection. The condition addresses the capacity problem by requiring developers to complete mitigation project(s) in the US-195 corridor that offset or redirect traffic, so there is no net impact to the intersection of US-195 and I-90.

The condition is intentionally open-ended. *Testimony of B. Goodmansen & G. Figg.* There are several mitigation projects that could be done. *Testimony of I. Note.* In addition, the timing of the development projects along the corridor is unknown. *Testimony of G. Figg.* Sewer and water infrastructure also has a significant effect on the timing of development. *Testimony of I. Note.* Which developers will move forward first or when those developments will proceed is unknown. *Testimony of G. Figg.* Sometimes approved developments sit for years or are abandoned altogether. *Testimony of I. Note.*

The solution to these realities is to allow developers to commit to one or more mitigation projects that would result in no net impact to the intersection of US-195 and I-90. *See id.* This is a first-past-the-post system. For example, a developer could financially commit to Project 1, fulfilling its mitigation obligation (in whole or in part) while also precluding another developer from taking advantage of that mitigation option. *Testimony of G. Figg.* The next developer would have to select a different mitigation project, or propose and negotiate something new. *See id.*

The Hearing Examiner rejects the proposal to set a monetary cap on the Applicant's mitigation obligation. The traffic impact fee is governed by an adopted schedule. *See SMC 17D.075.180, Appendix A – Impact Fee Schedule.* The fees are collected at the time of permit, not at the time of preliminary approval. *See SMC 17D.075.040(D)* (stating that impact fees shall be paid at the issuance of a building permit or, in certain cases, at the completion of construction). A developer does not have a right to freeze the fee at the time of making its application. *See Pavlina v. City of Vancouver, 122 Wn. App. 520, 529, 94 P.3d 366 (2004)* (holding that an impact fee is not a land use ordinance that vests with the application). The amount of the fee changes over time as well. In fact, the City of Spokane is in the process of revising its fee schedule. *Testimony of I. Note.* The proper way for an applicant to determine the applicable fee is to usher its development to the permitting stage.

The Hearing Examiner also declines to limit the Applicant's mitigation obligation to specific mitigation projects. There are in the range of 10 to 15 development projects in the US-195 corridor, at various stages of permitting. *Testimony of I. Note.* All these developments are conditioned in the same⁶ manner, and must find a way to move trips off of the I-90 ramp. *See id.* Any one of these developers could make a financial commitment to complete one or more of the mitigation projects identified by the Applicant. Other projects could be pursued as well. *Testimony of G. Figg.* There is no fixed or exclusive list⁷ of mitigation projects. *Testimony of I. Note.* In a first-past-the-post system, it does not make sense nor is it equitable for the Hearing Examiner to grant an exclusive right for the Applicant to complete a particular mitigation project. If the Applicant wishes to secure that right, the Applicant will have to make the financial

⁶ Each project is subject to Condition 3a. *Testimony of I. Note.* The language of the condition is only modified to state the number of trips attributable to the particular project. *See id.* This is consistent with the Hearing Examiner's experience, based upon his consideration of recent proposals in the corridor.

⁷ The menu of projects presented at the hearing was provided to the City and WSDOT just before the hearing. *Testimony of I. Note.* Projects 2-3, for example, are new to the City. *See id.* These proposals have not been vetted and would not likely be approved by the City. *See id.*

commitment to the available mitigation project it selects, and lock in the option in that way.

The Hearing Examiner disagrees with the claim that Condition 3a will result in mitigation requirements that are unlawful or violate the “rough proportionality” test of *Dolan*. The Hearing Examiner reaches this conclusion for several reasons.

First, the amount of impact fees that the Applicant must pay to the City of Spokane are based upon the trips generated by the project. The fee is therefore proportional, logically and legally, to the impacts of the project. The Applicant will not be required to pay fees exceeding the trips attributable to the project. The Applicant may decide to take on a greater financial obligation, to expedite its project or for other reasons. The impact fee requirement, however, does not mandate payment of fees in excess of the development’s impact on the transportation system.

Second, with respect to the US-195 corridor, the Applicant is only required to complete mitigation projects that ensure no net traffic impacts to the ramp at US-195 and I-90. Moreover, the City has agreed to give the developers credit against the impact fees for amounts expended on US-195 corridor improvements. Under these circumstances, the developer is not being required to pay more than its proportionate share.

Third, Condition 3a does not mandate that the Applicant fund and construct Project 4, let alone on its own. See Condition 3a. The condition was not intended to force a single developer to fund and construct Project 4. Project 4 was a proposal by a group of developers, and was intended to mitigate the impacts of multiple projects. *Testimony of I. Note; Testimony of G. Figg*. It is not a public project, for which WSDOT is seeking contributions. *Testimony of G. Figg*. Likewise, it is not a City-sponsored project, and will not be funded or constructed by the City. *Testimony of I. Note*. To date, the developers have not pooled their resources or made the necessary arrangements to complete that mitigation proposal. See *id.* Thus, if the Applicant wished to mitigate its impacts via Project 4 or contributions to Project 4, the Applicant would be doing so on a voluntary basis.

The Applicant is not satisfied with this answer, however. According to the Applicant, the Applicant must either fund a mitigation project that exceeds its impacts or face potentially significant delay in constructing its development. The Applicant believes that forcing this choice is unlawful. *Testimony of W. Nascimento*. The Hearing Examiner disagrees, in the context of this case. Initially, the dilemma may be a false one, provided there are mitigation projects available to the Applicant at lower cost (e.g. Project 1). As of the date of the hearing, the Applicant’s choices were not limited to any specific project. That aside, the potential dilemma described by the Applicant does not arise from Condition 3a.

The root cause of the problem, rather, is the insufficient capacity of the ramp connecting US-195 with I-90. That lack of capacity requires either that development cease until a solution is found, or that the addition of traffic be offset through one or more mitigation projects before a development may proceed. The project conditions reasonably follow the latter course. If, in the future, the Applicant’s project is stalled because the only mitigation options are not realistic, that is a function of inherent limitations in the transportation system, not evidence of an unlawful condition. The Hearing Examiner

does not see this situation as terribly different than a lack of water. The outcome is due to a lack of capacity, not an abuse of regulatory discretion.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed CUP/PUD, subject to the following conditions:

1. Latah Glen Community will be developed in substantial conformance with applicable Code and development standards.
2. Development should adhere to plans, drawings, illustrations, and/or specifications on file with the Development Services Center and with comments received regarding the project from City Departments and outside agencies with jurisdiction.
3. The proposal should comply with issued SEPA MDNS:
 - a. Per the traffic analysis, vehicular traffic from this project is expected to add 13 AM trips and 5 PM trips to the NB US-195 to EB I-90 ramp. WSDOT has commented that no additional peak hour trips may be added to the ramp due to safety concerns. Latah Glen is required to complete an improvement to the US-195 corridor that will reduce the impact of its traffic on NB US-195 to EB I-90 ramp ("Mitigation Project(s)"). Latah Glen may not receive final plan approval until a financial commitment is in place (secured by a letter of credit or bond), which has been approved by the City, providing for the design and construction for the Mitigation Project(s), which shall be under contract for construction within one year from the final plan approval. The details of the mitigation project(s) will be agreed upon by the developers, City, and WSDOT. The applicant's contributions to funding the design and construction of the mitigation project will qualify for a credit against transportation impact fees per SMC 17D.075.070.
 - b. The applicant shall improve Inland Empire Way from the proposed site access to US-195. This improvement shall consist of paving the roadway, providing a separated sidewalk, drainage facilities, signage, etc. in a manner consistent with City of Spokane standards, application conditions of approval, and the Storhaug Engineering plans for this section of roadway.
 - c. The applicant shall update the traffic analysis prior to the approval of the plans that would allow the occupancy of the 100th residential unit. This updated traffic analysis shall evaluate the need for a right-turn lane at the intersection of US-195 and Inland Empire Way in the southbound direction. If this right-turn lane is deemed necessary, the applicant shall enter into a WSDOT development agreement for the design and construction of this right-turn lane with the approval of the 100th residential unit. As part of the development agreement the applicant can bond for the construction of the turn lane in the next construction season.

Transportation Conditions include:

4. Inland Empire Way RPW on the east side to be dedicated as part of the final PUD/MHP process.
5. Access to the US-195 Frontage Road will require that a WSDOT access permit be applied for and approved by WSDOT. The WSDOT Access Permit approval is

required to be obtained prior to the connection being made to Inland Empire Way and prior to approval of engineering/civil plans for the construction of street improvement/street development.

6. Impact fees will be calculated using the City's rate table for single-family residential, not as proposed in the TGDL.

ICM:

7. ICM agrees with a distribution main in Marshall Road as a solution for water distribution to the Latah Glen project. Latah Glenn may choose to wait until Marshall Road Transmission construction is complete and construct a distribution main connecting to the City's system or construct a distribution main in Marshall Road required for only their development site (ICM Evaluation Memo included in exhibits).

Planning Department:

8. Final PUD/MHP application submittal requirements are found in 17G.070.200.
9. Signs require a separate permit and will need to meet the sign standards for MHPs.
10. In order to ensure consistency with any CUP/PUD preliminary approval for the proposed MHP, it is recommended that required landscape plans along with the detailed site plan required of the final PUD and MHP process be submitted at the time of engineering plan review. Continued adherence to the PUD design standards SMC 17G.079.100 (.100 series) and MHP standards of SMC 17C.345.130 are required and will continue to be reviewed throughout the final PUD/MHP process.
11. Based on the updated proposal, a boundary line adjustment may no longer be required as the MHP does not extend into parcel 25361.0004; however, access still appears to be from a portion of the aforementioned property (parcel 25361.0004). Legal access to parcel 25364.0001 will need to be developed and will be required prior to approval of final PUD/MHP.
12. Submittals for construction activities will need to demonstrate how requirements under SMC 17E.040.100 - Geologically Hazardous Areas, general performance standards are being met for those elements placed in geologically hazardous areas and associated buffers.
13. Street trees are required along all residential streets pursuant to SMC 17C.200.040 and 17C.200.050. This requirement will continue to apply to streets for which engineering approved a variance to eliminate sidewalks (and associated planter strips) on one side of the street.
14. The 20-foot required landscape buffer around the perimeter of the MHP appears to be serving a dual purpose as the required buffer as well as private outdoor space for those units closest to Inland Empire Way in particular. An L1 landscape buffer will be required for those areas where the 20-foot required landscape buffer around the perimeter of the MHP also serves as private outdoor space.
15. The site plan will need to clearly indicate that minimum setback standards are met for final PUD/MHP approval process.
16. The development will be designed and constructed to provide future vehicular and pedestrian connections meeting the City's street standards to Marshall Road consistent with SMC 17H.010.030, Street Development standards. This condition of approval will be verified during engineering/civil plan review and approval for the construction of street improvement/street development for the Latah Glen Community. Both vehicular and pedestrian access are to be provided as a condition of approval at the time of Marshall Road improvement/paving. See *a/so* Comment

no. 21 below regarding pedestrian additional access points to Marshall Road in compliance with the PUD code.

17. Landscape plans are required for developments of more than 7,000 square feet of lot area. Landscape plans shall be prepared and stamped by a licensed landscape architect, registered in the state of Washington as per SMC 17C.200.020. Requirements for landscaping are stated in Chapter 17C.200 SMC, Landscaping and Screening as well as in applications specific codes (MHP SMC 17C.345.120 and the PUD section under SMC 17G.070.130).
18. *The developer or its successors shall be responsible to repair, maintain, and replace the common areas, common facilities, and private infrastructure, as needed. An operations and maintenance manual will be required for stormwater facilities in particular as well as a sinking fund. The City of Spokane Planning Department will work with the developer to address this as part of the final PUD/MHP approval process.*
19. The design standards of SMC 17C.110.500 shall apply to any common buildings within a PUD.
20. Final gate locations will be reviewed for compliance with fire and other required codes prior to installation (separate permit is required). Please continue to show the proposed gates on your site and other plans for continued review.
21. Fencing requires a separate permit. Please also note that the PUD code indicates that the maximum height of fencing along a street frontage of the PUD may not exceed 42 inches. Per the PUD code, chain-link fence is specifically discouraged. When a fence is along a street frontage, usable pedestrian access shall be provided/spaced a minimum of one every 300 feet. See Section 17G.070.030(C)(7) Development Standards. If/when Marshall Road is improved, a logical connection for required access along Marshall Road would be at the proposed turn around at the southwest edge of the development. Because Marshall Road is not improved at this time, planning is not requesting that this access be provided at this time, but that the connection would be planned for and identified during the final PUD/MHP approval phase for future pedestrian access. As a condition of approval, pedestrian access is to be required if/when Marshall Road is improved/paved.
22. Visual screen landscaping is required within the 20-foot landscape buffer around the entire park boundary pursuant to SMC 17C.345.120(F) - Development Standards for Mobile Home Parks.
23. The 20-foot strip around the boundary of the MHP and all open spaces and other unimproved areas must be suitably landscaped. All landscaping must be maintained and furnished with an automatic sprinkler system. In areas that the ground is being disturbed, required landscape area must be irrigated. All required landscape buffers must be irrigated. For common areas that are not being disturbed, irrigation is not required. All other common areas should be landscaped in a manner that adheres to site development standards and SpokaneScape, which include limits on water use.

Engineering Conditions to be addressed prior to approval of the Final PUD/MHP:

24. Necessary ROW dedications will need to be completed prior to the approval of the final PUD.
25. Frontage improvements on Inland Empire Way from the intersection to the entry will be required. The minimum frontage improvements will allow for two-way traffic as well as a pedestrian connection.

26. Construction plans for street, sewer, water, and stormwater systems must be designed by a Professional Engineer, licensed in the State of Washington, and submitted to Development Services for review and acceptance prior to construction. Civil engineered plans and profiles shall use NAVD88 datum.
27. In accordance with the City's Financial Guarantee Policy, a financial guarantee will be required for all street, drainage, and erosion/sediment control improvements not constructed prior to approval of the final development.
28. Plan review fees for sanitary sewer, water, street, and stormwater improvements will be determined at the time of plan submittal and must be paid prior to the start of the review.
29. A \$250.00 deposit will be required for each monument to be installed as part of the final development. Monuments shall be provided in accordance with the City's Design Standards (SMC 17H.010.170).
30. All stormwater and surface drainage generated on site shall be disposed of on site in accordance with SMC 17D.060 – Stormwater Facilities, the SRSM, Special Drainage Districts, City of Spokane Design Standards, and per the Project Engineer's recommendations based on the drainage plan accepted for the final development. Pre-Development flow of any off-site runoff passing through this proposed project shall not be increased (rate or volume) or concentrated due to the development of the project based on a 50-year design storm. An escape route for a 100-year design storm shall be provided.
 - a. Drainage plans shall be prepared and submitted for review and acceptance for the proposed development and land disturbing activities prior to issuance of any permits for site disturbance, including but not limited to grading permits and building permits. With respect to drainage plans required under SMC 17D.060.140(C):
 - i. The volume and rate of surface water runoff after new development shall be no greater than the runoff volume and rate leaving the site prior to development, unless the Director of Engineering Services approves the discharge of additional runoff based on a comprehensive drainage plan and down gradient impact study.
 - ii. Drainage plans shall include identification of all properties to be reserved for on-site stormwater facilities and the location of natural drainage systems.
 - b. The developer will be responsible for all costs associated with constructing stormwater improvements necessary to serve the proposed development.
 - c. The developer; property owner; or other responsible, authorized, and designated entity acceptable to the Director shall be responsible for accepting and maintaining on-site stormwater facilities. The developer shall provide a perpetual maintenance plan, including funding mechanisms and appropriate financial security for such on-site stormwater facilities acceptable to the director.
 - d. Acceptance of the conceptual drainage plan does not imply that the concept proposed is inherently accepted as the final design. Acceptance only implies that the applicant or (agent) has demonstrated that stormwater disposal is manageable. It does not relieve the applicant from changes to the design that

may be necessary in order to comply with the City's Stormwater Ordinance and Design Standards.

- e. If drywells are utilized, they will be tested to insure design infiltration rates are met. A minimum factor of safety of two will be required. In accordance with State Law, existing and proposed Underground Injection Control structures need to be registered with the WSDOE. Proof of registration must be provided prior to plan acceptance.
 - f. No building permit shall be issued for any lot/lease area in the development until evidence satisfactory to the City Engineer has been provided showing that the recommendations of SMC 17D.060 – Stormwater Facilities, the SRSM, Special Drainage Districts, City Design Standards, and the Project Engineer's recommendations, based on the drainage plan accepted for the final development, have been complied with. A surface drainage plan shall be prepared for each lot/lease area and shall be submitted to Engineering Services – Developer Services for review and acceptance prior to issuance of a building permit.
 - g. With respect to any increased stormwater flows accruing as a result of any development, each property owner, on its own behalf and the behalf of its successors in interest, fully accept without reservation, the obligation to obstruct and artificially contain and collect all natural or artificially generated or enhanced drainage flows across or upon said owner's property. The purpose of this requirement is to avoid causing or potentially contributing to flooding, erosion, or stormwater loads on other private or public properties and the public sewer systems.
 - h. Each property owner, on its own behalf and the behalf of its successors in interest, acknowledges and accepts full responsibility to maintain drainage facilities within all drainage easements, and to maintain and protect any on-site stormwater control facilities. Under no circumstances does the City of Spokane, its officers or agents, accept any responsibility to maintain on-site stormwater control facilities, drainage courses or drainage pipes on private lots/lease areas within this development or otherwise within drainage easements or flood plain areas.
31. An erosion/sediment control plan, detailing how dust and runoff will be handled during and after construction, shall be submitted to Developer Services for review and acceptance prior to construction or land disturbing activities.
- a. The developer will be responsible for all costs associated with design and construction of the water system necessary to serve the proposed project.
 - b. All water systems, whether public or private, shall be designed to City of Spokane Design Standards.
 - c. Construction plans shall be submitted to Development Services for review and acceptance. The water system, including individual service connections to each lot/lease area, shall be constructed and accepted for service prior to the City Engineer signing the final approval.
 - d. General Facilities Charges, as per SMC 13.04 shall be applicable to this proposed development.

- e. A hydraulic model shall be completed to prove that the design meets the minimum standards for both domestic and fire flows. See City of Spokane Design Standards Section 8.2 for more information.
 - f. Residual water pressures during the fire flow demand conditions shall be designed to be no less than 20 pounds per square inch (psi) at every point in the system. If static pressures exceed 80 psi, then each service line shall be required to have an individual pressure reducing valve set to reduce pressures to a maximum of 80 psi.
 - g. "Wheeling" water through a private water system shall not be permitted. Water from the City's distribution system entering a private water system must not be allowed to return to the public system. A meter and double check valve assembly must be provided at each connection to the City water system.
32. Only City of Spokane sanitary sewer shall serve the proposed development. The use of on-site septic disposal systems is prohibited.
- a. There is a 27-inch diameter PVC sanitary sewer main located at the northern boundary of parcel 25361.0004 available for connection.
 - b. The developer will be responsible for all costs associated with design and construction of the sanitary sewer system necessary to serve the proposed project.
 - c. All sanitary sewer systems, whether public or private, shall be designed to the City of Spokane standards.
 - d. Construction plans shall be submitted to Development Services for review and acceptance. The sanitary sewer system, including individual service connections to each lot/lease area, shall be constructed and accepted for service prior to the City Engineer signing the final approval.
 - e. General Facilities Charges, as per SMC 13.03 shall be applicable to this proposed development.
33. Per SMC 17H.010, developments comprised of more than 30 lots or units shall include two access points acceptable to the city fire department and Director of Engineering Services.
34. Public/private streets, including paving, curb, sidewalk, signs, storm drainage structures/facilities, and swales/planting strips necessary to serve the proposed development, shall be designed and constructed in accordance with City standards unless otherwise approved by a design variance.
- a. Signing and striping plans, where appropriate, shall be included as part of the design submittal.
 - b. Street design for the development shall include supporting geotechnical information on the adequacy of the soils underneath to support vehicular design loads.
 - c. The maximum profile grade for City streets is 8%. A variance may be granted considering topography, safety, maintainability, function, and emergency vehicle access. In no case shall the profile grade exceed 10% when a variance is granted.

- d. Garages shall be a minimum of 20 feet from the back of sidewalk, or back of the curb if sidewalk is not required, to fully accommodate a parked vehicle without obstructing the sidewalk.
 - e. All parking and maneuvering areas shall be hard surfaced.
 - f. All street identification and traffic control signs required due to this project must be installed by the developer at the time street improvements are being constructed. They shall be installed and inspected to the satisfaction of the City's Construction Management Office in accordance with City standards prior to the occupancy of any structures within the development.
 - g. The developer will be responsible for all costs associated with constructing street improvements necessary to serve the proposed development.
 - h. Roadway widths shall be, at minimum, in accordance with the approved Design Variance, signed July 20, 2020.
 - i. Public ROWs or private tracts shall contain all street elements including paving, curbing, gutters and pedestrian buffer strips or swales in accordance with the City of Spokane Design Standards or as detailed in the approved Design Variance.
 - j. The roadways within the development will be private. The operation, maintenance, repair, and replacement of said private roadways shall be the responsibility of the developer, property owner, or an entity set up to provide this service. Signing, striping, snowplowing, and parking enforcement are the responsibilities of the developer or their designee.
35. New, permanent dead-end or cul-de-sac streets require the approval of the Director of Engineering Services. Dead-end and cul-de-sac streets are only allowed when street connectivity is unachievable, such as property that is isolated by topography or the configuration of existing lots and streets.
- a. Turn-arounds designed to meet the City's standards are required at all street dead-ends to allow emergency and service vehicles to turn around.
 - b. Dead-end or cul-de-sac streets shall be not less than 140 feet nor more than 600 feet long along the centerline as measured from the curb line of the cross street at the street entrance to the point of curvature into the cul-de-sac bulb. Proposed exceptions to this rule will be considered by the Director of Engineering Services based on pertinent traffic planning factors.
 - c. A hard surfaced public pathway shall be provided at the end of every dead-end or cul-de-sac street connecting the sidewalk to an existing or future street or public pathway.
36. Per Section 17H.010.180 Sidewalks:
- a. In steep, hillside areas, where development occurs only on one side of the street, sidewalk may be omitted from one side in accordance with SMC 17H.010.110. However, it must be demonstrated that the segment to be omitted is not a critical link in the sidewalk system.
 - b. All sidewalks shall be designed and constructed in accordance with the City's design standards, standard plans and specifications.

37. Per Section 17H.010.190 Pedestrian Buffer Strips:

- a. The width and type of pedestrian buffer strip for each street shall comply with the requirements of the comprehensive plan and the city's design standards.
- b. Planted strips are required on residential local access streets. A minimum 3-foot-wide concrete pedestrian buffer strip may be allowed in place of the planted strip for certain land uses such as churches and schools that require passenger loading and unloading. These will be evaluated on a case-by-case basis and allowed at the discretion of the director of engineering services.
- c. In situations where a separation between the sidewalk and the street is constrained by topography, narrow ROW, or existing development, a variance from this standard may be granted by the Director of Engineering Services.
- d. In cases where sidewalk has been omitted on one side of the street, the pedestrian buffer strip may also be omitted on that side.

38. Road names, if required, shall be submitted for pre-approval prior to the submittal of civil plans for design of streets, sewer, and water. Road names can be submitted for review to addressing@spokanecity.org.

a. Per Section 17D.050A.060 Roadway Naming Standards:

- i. Duplicate roadway names will not be allowed. Any roadway name shall not duplicate any county roadway names unless the new roadway is in alignment with the existing county roadway.
 - ii. Roadways with the same root name but different suffix (that are not in reasonable alignment with the existing roadway) will be considered as a duplicate roadway name, e.g., Chesterfield Drive or Chesterfield Lane and thus disallowed.
- b. The roadway name "Latah Glen Lane" noted on the response letter dated November 30, 2021, will not be approved. The "Latah" root duplicates existing names (Latah Ridge Lane, Latah Creek Road, Latah Creek Lane, Latah Hills Court, Latah Lane, and Latah Road). Please propose a different roadway names to replace Latah. "Wedgeway Lane" is acceptable.
 - c. Addresses, including unit/space/lot numbers, must be shown on the development plan, which will be required prior to requesting sewer and water permits. Address permits can be applied for at the City of Spokane permit center by emailing a request, including the proposed development layout, to addressing@spokanecity.org.

Fire Department:

39. The gate widths in and out of the site will need to be a minimum of 14 feet wide.
40. North access will need to be maintained at all times for fire apparatus access.
41. North access will need to have an approved surface approved for the weight of the responding fire apparatus.
42. North access will need "No Parking – Fire Lane" signs on both sides of the access road.

43. Per the Fire Code, the exterior fire pit is shown for the club house will need to be provided with protection to prevent users from accessing the flames.
44. Fire hydrant placement will need to comply with the International Fire Code, with local amendments.

DRB Recommendations:

45. The Board appreciates the Applicant's objective to imbue regional architectural influences on the manufactured residential home designs. The Applicant's community Design Guidelines shall include architectural elements, materials, textures, and colors consistent with the Regional Northwest theme as presented.
46. The Board strongly encourages the Applicant to utilize black or brown chain-link fencing in all areas where chain-link is proposed, and ornamental fencing in areas highly visible to the public along Inland Empire Way, South Marshall Road, and as visible from Fish Lake Trail (please note that the PUD code strongly discourages use of chain link fencing). Additionally, the PUD code indicates that the maximum height of fencing along a street frontage of the planned unit development may not exceed 42 inches. These PUD code conditions are listed in the Planning Conditions of Approval Above).
47. The Applicant is encouraged to utilize additional innovative solutions to manage stormwater, including Low Impact Development best management practices such as pervious pavements.
48. The Applicant is strongly encouraged to develop a shared use path connecting the westernmost pedestrian gate to the Fish Lake Trail.
49. The Applicant shall implement Type L1 screening along the entirety of the west edge of the access drive. Please note that this condition may not apply given the elimination of parcel 25361.0004 from the application. Staff in the DSC with review the final plan submitted for access in order to ensure that this condition is met if applicable.

WSDOE:

50. The WSDOE Water Quality Program has identified that the project will require a Construction Stormwater General Permit.

Avista:

51. Avista serves the area with both gas and electric distribution. Currently both parcels are subject to easements for the distribution and/or service lines and poles that lie on or across subject parcels. Any costs associated with the relocation of poles, wires or any other appurtenances will be at the cost of the owner/developer. This e-mail (email dated 11/25/2020 included in exhibits) does not guarantee the ability to realign said facilities, and is for informational purposes only.

WSDNR:

52. Per Comments from WSDNR, they would like to see more detailed information regarding on-site detention of stormwater to ensure that WSDNR-owned land adjoining the project site is not negatively impacted by the proposed development. The City's adopted stormwater code will be followed and compliance verified by engineering services during the civil plan review process. Stormwater requirements are included in engineering conditions of approval above.

WSDAHP & Spokane Tribe of Indians:

53. Per follow-up comments letters from the Spokane Tribe and WSDAHP, an IDP is to be implemented into the scope of work prior to ground disturbing activities.

Statements to be included in the Dedicatory Language on the face of the final development plan/detailed site map:

- a. Only City water and sanitary sewer systems shall serve the development; the use of individual on-site sanitary waste disposal systems and private wells is prohibited.
- b. Ten foot utility easements as shown here on the described development are hereby dedicated to the City and its permittees for the construction, reconstruction, maintenance, protection, inspections and operation of their respective facilities together with the right to prohibit structures that may interfere with the construction, reconstruction, reliability and safe operation of the same.
- c. Development of the subject property, including grading and filling, are required to follow an erosion/sediment control plan that has been submitted to and accepted by Development Services prior to the issuance of any building or manufactured home siting permit and/or grading permits.
- d. Prior to the issuance of any building or manufactured home siting permits, the lots/lease areas shall be connected to a functioning public or private sanitary sewer system and connected to a public or private water system, complying with the requirements of the Development Services and having adequate pressure for domestic and fire uses, as determined by the Water and Hydroelectric Services Department and the Fire Department.
- e. All parking areas and driveways shall be hard surfaced. All new or modified driveway locations will need to be reviewed and approved prior to construction.
- f. All Stormwater and surface drainage generated on-site must be disposed of on-site in accordance with chapter 17D.060 SMC, Stormwater Facilities, the Spokane Regional Stormwater Manual, and City Design Standards. A surface drainage plan should be prepared for each lot/lease area and shall be submitted to the City of Spokane Development Service Center for review and acceptance prior to the issuance of a building or manufactured home siting permit on said lot/unit/lease space.
- g. With respect to any increased stormwater flows accruing as a result of any development, each property owner, on its own behalf and the behalf of its successors in interest, fully accept without reservation, the obligation to obstruct and artificially contain and collect all natural or artificially generated or enhanced drainage flows across or upon said owner's property. The purpose of this requirement is to avoid causing or potentially contributing to flooding, erosion, or stormwater loads on other private or public properties and the public sewer systems.
- h. Each property owner, on its own behalf and the behalf of its successors in interest, acknowledges and accepts full responsibility to maintain drainage facilities within all drainage easements, and to maintain and protect any on-site stormwater control facilities. Under no circumstances does the City of Spokane, its officers or agents, accept any responsibility to maintain on-site stormwater control facilities, drainage courses or drainage pipes on private lots/lease areas within this development or otherwise within drainage easements or flood plain areas.

- i. The City of Spokane is not a guarantor of public improvements with respect to protection of property from flooding or damage from stormwater, excessive groundwater levels, soil erosion, movement or related risks. Notwithstanding any other provision, no special duty or obligation of the City to any identifiable person or class pursuant to this Chapter shall ever be deemed to be created, and any duty nonetheless deemed created shall be exclusively to the general public (SMC 17D.060.210).
- j. The water system shall be designed and constructed in accordance with City Standards. A pressure of 45 psi minimum at the property line is required for service connections supplying domestic flows. Pressures shall not drop below 20 psi at any point in the system during a fire situation. Pressures over 80 psi will require that pressure relief valves be installed at the developer's expense.
- k. All drainage easements shown hereon shall be maintained by the property owner of the underlying lot(s)/lease space(s)/common space(s). Any re-grading of the lots/lease space(s)/common space(s) shall not alter the drainage of such facilities. The property owner shall maintain the drainage swales with a permanent live cover of lawn turf, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the approved plans. The City of Spokane and its authorized agents are hereby granted the right to ingress and egress to, over, and from all public and private drainage easements and tracts for the purposes of inspection and emergency maintenance of drainage swales and other drainage facilities. The property owner or his/her representative shall inform each succeeding purchaser of all drainage easements on the property and his/her responsibility for maintaining drainage facilities within said easements.
- l. The City of Spokane does not accept the responsibility of maintaining the stormwater drainage facilities on private property nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of stormwater drainage easements on private property.
- m. No building or manufactured home siting permit shall be issued for any lot/unit/lease space in this development until evidence satisfactory to the City Engineer has been provided showing that the recommendations of SMC 17.060 "Stormwater Facilities", the Regional Stormwater Manual, Special Drainage Districts, City Design Standards, and the Project Engineer's recommendations, based on the drainage plan accepted for this final development plan, have been complied with. A surface drainage plan should be prepared for each lot/lease area and be submitted to Developer Services for review and acceptance prior to issuance of a building permit.
- n. The development of any below-grade structures, including basements, may be subject to prior review of a geotechnical evaluation for foundation design to determine suitability and effects from stormwater and/or subsurface runoff. The geotechnical evaluation shall be submitted to Developer Services for review and concurrence prior to the issuance of a building or any manufactured home siting permit. It must address the disposal of stormwater runoff and the stability of soils for the proposed structure. This evaluation must be performed by a geotechnical engineer, licensed in the State of Washington. It must be submitted to the City Building Department and to Developer Services for review and concurrence prior to issuance of any building or manufactured home siting permit for the affected

structure. An overall or phase-by-phase geotechnical analysis may be performed in lieu of individual lot analyses to determine appropriate construction designs.

- o. All public/private improvements (street, sewer, storm sewer, and water) shall be constructed to City standards prior to the occupancy of any structures served by said improvements.
- p. No building or manufactured home siting permit shall be issued for any lot/lease area in the PUD until evidence satisfactory to the City Engineer has been provided showing that sanitary sewer and water improvements, constructed to City standards, have been provided to the lot/lease area in question.
- q. Slope easements for cut and fill, as deemed necessary by Planning & Development in accordance with City Design Standards, are granted along all public right of ways.
- r. A Transportation Impact Fee will be collected prior to the issuance of a building or manufactured home siting permit for the affected lot/unit/space.
- s. General Facilities Charges for new and/or upsized water and sewer services will apply to the lots/units/spaces within this development and will be collected prior to the issuance of a building or manufactured home siting permit for the affected lot/unit/space.
- t. The roadways within the development will be private. The operation, maintenance, repair, and replacement of said private roadways shall be the responsibility of the developer, property owner, or an entity set up to provide this service. Signing, striping, snowplowing, and parking enforcement are the responsibilities of the developer or their designee.
- u. If any archaeological resources, including sites, objects, structures, artifacts, and/or implements, are discovered on the project site, all construction and/or site disturbing activities shall cease until appropriate authorities, agencies, and/or entities have been notified in accordance with Chapters 27.44 and 27.53 RCW.

DATED the 22nd day of July 2022.



Brian T. McGinn
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by SMC 17G.060.210 and 17G.050.

Decisions of the Hearing Examiner on CUPs and PUDs are final. They may be appealed to the City Council. All appeals must be filed with the Planning Department within fourteen (14) calendar days of the date of the decision. The date of the decision is the 22nd day of July 2022. **THE DATE OF THE LAST DAY TO APPEAL IS THE 5th DAY OF AUGUST 2022, AT 5:00 P.M.**

In addition to paying the appeal fee to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the City Council.



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 06/10/2024

Committee Agenda type: Consent

Date Rec'd

6/11/2024

Clerk's File #

ORD C36536

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept

DEVELOPMENT SERVICES CENTER

Bid #

Contact Name/Phone

MELISSA OWEN 6063

Requisition #

Contact E-Mail

MOWEN@SPOKANECITY.ORG

Agenda Item Type

Hearings

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

4700 - VISTAS AT BEACON HILL PUD OVERLAY ZONE – ORDINANCE ADOPTION

Agenda Wording

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 4502 N HAVANA ST, 4599 E LONGFELLOW ST, AND 4522 E LONGFELLOW AVE, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE.

Summary (Background)

Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Long Plat on November 21, 2005. On December 14, 2005, the Hearing Examiner approved a Planned Unit Development Overlay Zone and a Preliminary Long Plat for said property subject to conditions. The appeal period for this decision ended December 28, 2005. The next procedural step in the type III PUD process is for Council to adopt

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

The applicant is proposing a change to the City's Zoning Map for portions of parcels 35022.0114 and 35022.0115 located at 4502 N Havana St, 4599 E Longfellow Ave, and parcel 35022.0101 addressed as 4522 E Longfellow Avenue (21.201 acres), by amending the

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	06/10/24
Submitting Department	Development Services Center
Contact Name	Melissa Owen
Contact Email & Phone	mowen@spokanecity.org (X6063)
Council Sponsor(s)	N/A
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Vistas at Beacon Hill PUD Overlay Zone – Ordinance Adoption
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Pursuant to the type III land use application Planned Unit Development (PUD) and Subdivision process, the Hearing Examiner held a public hearing on the proposed PUD and Long Plat on November 21, 2005. On December 14, 2005, the Hearing Examiner approved a Planned Unit Development Overlay Zone and a Preliminary Long Plat for said property subject to conditions. The appeal period for this decision ended December 28, 2005. The next procedural step in the type III PUD process is for Council to adopt the Findings, Conclusions, and Decision of the Hearing Examiner dated December 14, 2005.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p>	
<p>Narrative: The applicant is proposing a change to the City’s Zoning Map for portions of parcels 35022.0114 and 35022.0115 located at 4502 N Havana St, 4599 E Longfellow Ave, and parcel 35022.0101 addressed as 4522 E Longfellow Avenue (21.201 acres), by amending the official zoning map to show a planned unit development overlay zone. All procedural requirements were completed prior to the application being heard before the Hearing Examiner on November 21, 2005. The City’s Hearing Examiner approved the PUD overlay and long plat proposal on December 14, 2005. The Appeal Period ended December 28th, 2005. Two developer agreements were entered into between 2016 and 2021 extending the life of the final PUD/Plat (Original Developer Agreement adopted by council on 12/12/2016, 1st Amendment to the Developer Agreement adopted by council on November 29, 2021). The next procedural step is to adopt the Hearing Examiner Decision and update the City’s Zoning Map to reflect the overlay. Subsequent building permits will be reviewed and approved by the Development Services Center. The proposal was consistent with the City’s 2001 Comprehensive Plan at time of preliminary PUD and Long Plat application and continues to be consistent with multiple goals and polices from the land use, housing, and neighborhoods chapters of the Comprehensive Plan. The uses allowed under the 2005 decision include multi-family residential development including a total of 276 units (+/-13 dwelling units per acre) representing a 30% density bonus over the residential 4-10 land use designation prescribed at the time of the original land use application. Both the bonus density and residential multi-family uses were permitted under the PUD process adopted at the time of application. This project, Vistas at Beacon Hill, includes common open space, interconnected pedestrian connections, pool, clubhouse, etc. The underlying zoning will remain R1, and Land Use Designation will remain Residential Low. Attachments – Ordinance with proposed PUD Zoning Overlay Map exhibit, 2005 Hearing Examiner Decision, and City Council adopted Developer Agreements.</p>	
Funding Source	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? N/A

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why) – This is a private development proposal for which preliminary approval of the PUD and long plat received approval in 2005. Ordinance Adoption of the PUD Overlay is the next procedural step in the overlay/zone change process.

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 authorizing ordinances in place at time of application and preliminary approval by the Hearing Examiner included 11.19, 11.19.081, 11.19.361 through .3691 (in repealed Title 11 Regulation of Building and Land Use Chapter 11.19 Zoning Code), 17G.060.170 (in repealed Land Use Application Procedures), 17G.080 and 17G.080.050 (Subdivisions). While several of the implementing ordinances noted above have been repealed and replaced with new titles, chapters, and/or sections of code, the proposal remains generally consistent with currently adopted administrative procedures for PUDs and Subdivisions found in 17C.111 Land Use Standards – Residential Zones, 17G.061 Land Use Application Procedures, 17G, 070 Planned Unit Developments, and 17G.080 Subdivisions as well as the currently adopted comprehensive plan.

ORDINANCE NO. C36536

AN ORDINANCE TO ADOPT AN OVERLAY ZONE FOR PROPERTY LOCATED AT 4502 N HAVANA ST, 4599 E LONGFELLOW ST, AND 4522 E LONGFELLOW AVE IN THE CITY AND COUNTY OF SPOKANE, STATE OF WASHINGTON, BY AMENDING THE OFFICIAL ZONING MAP TO SHOW A PLANNED UNIT DEVELOPMENT OVERLAY ZONE FOR SAID PROPERTY.

WHEREAS, The Hearing Examiner held a public hearing on November 21, 2005, at the request of the owner of certain property zoned R1 (converted from R1 – Single Family Residential Zone – to RSF – Residential Single Family – in 2006 and converted from RSF to R1 – Residential 1 – in January 2024), and generally located at east of Havana Street and North of Havana Street at 4502 N Havana St., 4599 E Longfellow Ave., and 4522 E Longfellow Ave. in the City and County of Spokane, State of Washington, and on December 14, 2005, approved a Planned Unit Development Overlay Zone and a Preliminary Long Plat for said property subject to conditions; and

WHEREAS, the designation is not a major action significantly affecting the quality of the environment; and

WHEREAS, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, and further determines that this overlay zone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property depicted in Exhibit A and legally described as:

THE SOUTH 629.25 FEET OF THE NORTH 1000 FEET OF GOVERNMENT LOT 4 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN;

TOGETHER WITH LOT 1, BLOCK 8, HILLYARD ORCHARD HEIGHTS, ACCORDING TO THE PLAT RECORDING IN VOLUME “E” OF PLATS, PAGE 82;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

21.201 ACRES

with a Planned Unit Development Overlay Zone.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Proposed PUD Area

Parcel

*Proposed PUD
The Vistas at Beacon Hill*

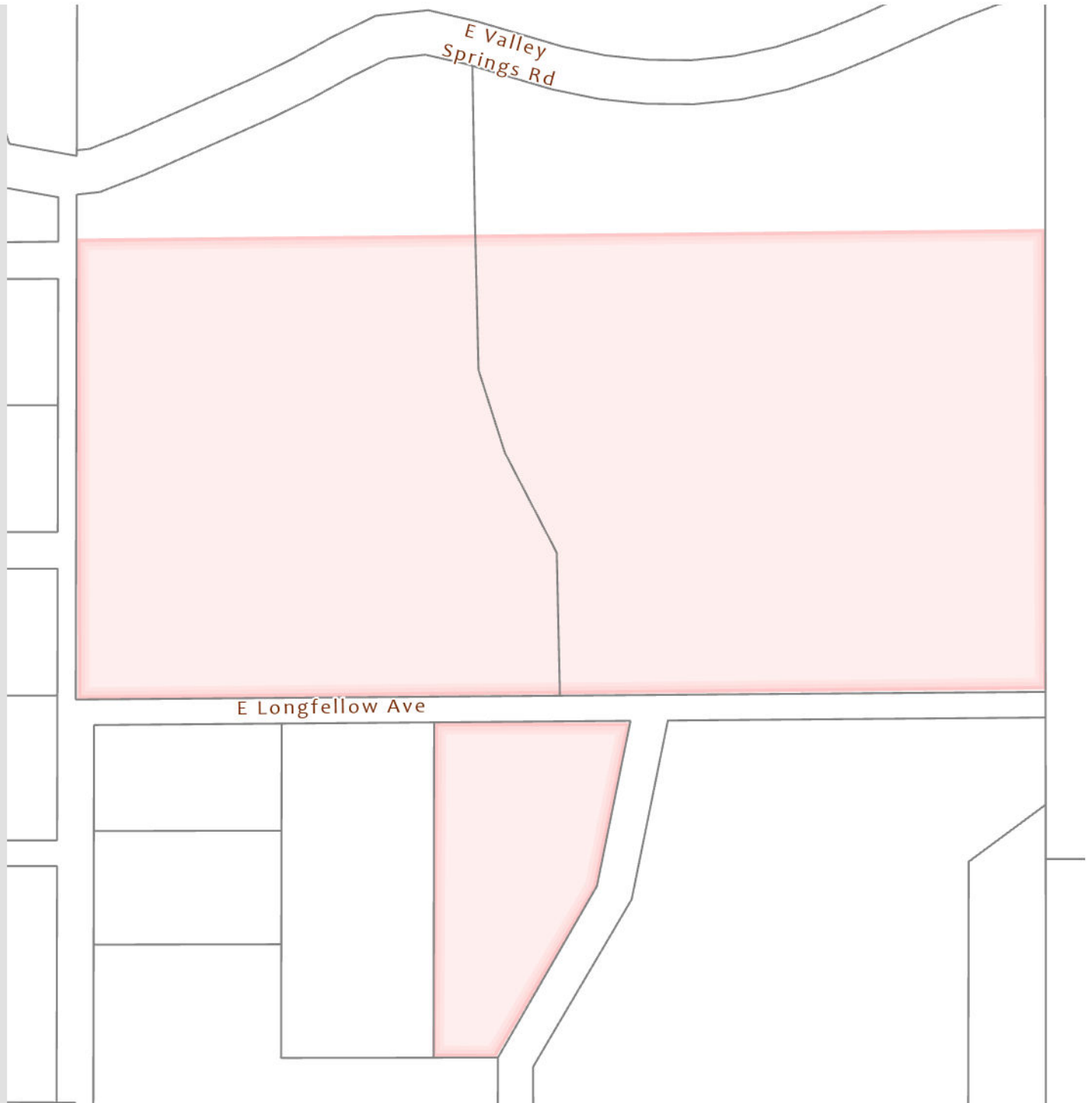


Scale: 1:2,400



5/8/2024

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.



RECEIVED

DEC 14 2005

CITY OF SPOKANE HEARING EXAMINER

PLANNING SERVICES

Re: Preliminary Plat and Planned Unit Development Application by Whipple Consulting Engineers for a 35-lot Preliminary Plat and Planned Unit Development to be known as Vistas at Beacon Hill))))))	FINDINGS, CONCLUSIONS, AND DECISION FILE NO. Z2005-68-PP/PUD
---	----------------------------	--

SUMMARY OF PROPOSAL AND DECISION

Proposal: The applicant seeks a preliminary plat and planned unit development (PUD) in order to allow the subdivision of approximately 21.21 acres into 35 lots for multi-family development.

Decision: Approval, subject to conditions.

FINDINGS OF FACT
BACKGROUND INFORMATION

Applicant: Whipple Consulting Services
13218 East Sprague Avenue
Spokane Valley, WA 99216

Represented by: Margaret Arpin, Attorney at Law
Arpin Law Office
1117 East 35th Avenue
Spokane, WA 99203

Property Address: 4328 North Havana Street in the City of Spokane, Washington

Property Location: The property is generally located east of Havana Street and north of Longfellow Avenue.

Legal Description: A full legal description is in the record on pages 1 and 2 of Exhibit #4A.

Zoning: R1 (Single-family Residential Zone)

Comprehensive Plan Map Designation: Residential 4-10 in the City's 2001 Comprehensive Plan.

Site Description: The site has two portions, the largest portion is north of Longfellow Avenue extended, and east of Havana Street. It is roughly rectangular in shape. The southern part is located across Longfellow Avenue extended, to the south, roughly in the middle of the larger portion. The two sites contain approximately 21.21 acres in area. The property is currently used to keep animals. The record notes that the site is used to raise a variety of animals, including a few hundred cows, several hundred pigeons, chicks, pot-bellied pigs, and several exotic animals, including camels. The animals have eliminated much of the low-lying vegetation on the property but Staff notes that there is a stand of Ponderosa pines located on the northeast portion of the subject property. The property slopes upward from the west to the east with significant slopes in the 16 percent to 30 percent range in the central and eastern sections of the property.

Surrounding Conditions: The surrounding properties are all zoned R1 like the subject site, except for a small parcel adjoining on the northwest, which is M1-1L (Limited Light Industrial Zone, Category 1). Much of the property surrounding is vacant or contains single-family homes on large lots. There is a City water reservoir to the north, and an events facility and former golf range to the east.

Project Description: The applicant seeks a preliminary plat in order to subdivide this property into 35 lots. The lots range in size from approximately 5,000 square feet to over 400,000 square feet. The applicant seeks to construct four-plex, eight-plex, and twelve-plex buildings on site for a total of 276 dwelling units. This results in approximately 13 dwelling units per acre. The Residential 4-10 category of the City's Comprehensive Plan limits density in the R1 zone to ten units per acre, except when a density bonus is allowed pursuant to a PUD. The applicant seeks a 30 percent density bonus.

The project will also include open areas, clubhouses, and swimming pools. Private roads and pedestrian walkways are also proposed. In addition, the applicant will make street improvements to Havana Street and Longfellow Avenue. A site plan showing the layout of street, parking areas, recreational amenities, buildings, and other features of the site is in the record as Exhibit #4F.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code Sections 11.19, 11.19.081, 11.19.361 through .3691, 17G.060.170, 17G.080, and 17G.080.050.

Hearing Date: November 21, 2005 The record was left open until December 5, 2005, to allow the submittal of additional information.

Notices: Mailed: October 20, 2005
Posted: October 26, 2005
Published: October 23, 2005 and October 30, 2005

Site Visit: None made

SEPA: A Determination of Nonsignificance was issued by the City on November 2, 2005.

Testimony:

Leroy Eadie
City of Spokane Planning Services
808 West Spokane Falls Boulevard
Spokane, WA 99201

Eldon Brown
City of Spokane Engineering Services
808 West Spokane Falls Boulevard
Spokane, WA 99201

Mike Britton
City of Spokane Traffic Engineering
808 West Spokane Falls Boulevard
Spokane, WA 99201

Margaret Arpin, Attorney at Law
Arpin Law Office
1117 East 35th Avenue
Spokane, WA 99203

Craig Macphee
Whipple Consulting Engineers
13218 East Sprague Avenue
Spokane Valley, WA 99216

Todd Whipple
Whipple Consulting Engineers
13218 East Sprague Avenue
Spokane, WA 99216

Pete Rayner
4848 East Wellesley Avenue
Spokane, WA 99217

Exhibits:

1. Notes from predevelopment conference
2. Planner's pre-development notes
3. Counter-complete checklist
4. Application, including:
 - 4A. General application
 - 4B. Preliminary plat application
 - 4C. Planned unit development application
 - 4D. Application for notification map
 - 4E. Preliminary plat plan
 - 4F. Planned unit development plan
 - 4G. Elevations
5. Engineering Services Department comments
6. Traffic Engineering Department comments
7. Fire Department comments
8. Solid Waste Department comments
9. Notice map and aerial photograph
10. Notices
11. Affidavits of Mailing

12. Affidavits of Posting
13. Affidavit of Publication
14. Planning Services Staff Report
15. Determination of Nonsignificance
16. Environmental Checklist
17. Notes and sign-in sheet from community meeting
18. Letter dated 12-30-04 to Planning Department from Todd E. Whipple transmitting site plans
19. Letter dated 2-22-05 to Todd R. Whipple from Leroy Eadie re: community meeting instructions
20. Letter dated 9-21-05 to Todd R. Whipple from Leroy Eadie re: notice of application instructions
21. 10-17-05 and 10-18-05 e-mails exchanged between Leroy Eadie and Stacey Jenkin re: public notices
22. Letter dated 10-18-05 to Todd R. Whipple from Leroy Eadie re: notice of public hearing instructions
23. Geotechnical Evaluation prepared by Allwest, March 9, 2005, (this document is located in the Planning Department's file)
24. Title company report
25. City Design Review comments
26. Memorandum in Support of Applications submitted by Margaret Arpin at the hearing
27. Statement regarding water tank to serve the site submitted by Eldon Brown at the hearing
28. E-mail dated 12-5-05 to the Hearing Examiner from Mike Fagan, MOR Manufacturing Corp., supporting the project
29. Supplemental Memorandum in Support of Bonus Density and Approval of Multi-family Uses submitted by Margaret Arpin, agent for the applicant, on 12-5-05
30. Memorandum dated 12-5-05 to the Hearing Examiner from Leroy Eadie re: Information to Supplement the Record
31. Memorandum dated 12-2-05 to the Hearing Examiner from Darrin Griechen re: Request for Further Information
32. Memorandum dated 11-23-05 to Darrin Griechen from the Hearing Examiner requesting additional information
33. Letter dated 12-1-05 to the Hearing Examiner from Pete Rayner supporting the project

FINDINGS AND CONCLUSIONS

Reviews of Type II and III permit applications such as PUDs and plats are subject to Spokane Municipal Code Section 17G.060.170. The Hearing Examiner has reviewed the proposed plat and PUD and evidence of record with regard to this Section and makes the following findings and conclusions:

1. The proposal is allowed under the provisions of the Land Use Codes.

Preliminary plats and planned unit developments (PUDs) are allowed in accordance with current land use regulations. Subdivisions are allowed and governed by SMC 17G.080.050. PUDs are still governed by SMC 11.19.361 through .3691 while the City is in the process of developing a new PUD ordinance. Therefore, this particular proposal to subdivide the land and develop it as a PUD is allowed under the provisions of the land use codes.

This proposal is unusual in that it includes the development of multi-family buildings in an R1 zone. There is also a request for a bonus density and that request will be analyzed under the PUD sections of this decision. SMC 11.19.363 addresses uses that are permitted within a planned unit development. That section states:

A. In a PUD, uses are permitted in accordance with those uses and densities permitted in the underlying zone. Additional uses and increases in density may be permitted, as outlined within this chapter.

B. The following uses are permitted in a residential PUD:

1. One-family, two-family, and multi-family residence, including townhouse;

Since this is a residential PUD, the current PUD ordinance allows multi-family residences in the R1 zone. This is subject to the density of the underlying R1 zone, along with any bonus densities that are approved.

2. The proposal is consistent with the Comprehensive Plan designation and goals, objectives, and policies for the property.

The Comprehensive Plan designation for the property is Residential 4-10, which anticipates development at a minimum of four units per acre to a maximum of ten units per acre. The net density proposed for this project by the applicant is 13 units per acre, which is above that range, but allowed if the bonus density request is approved. The bonus density request will be analyzed under the PUD section of this decision.

Staff states in its report that it agrees with the applicant's analysis of the project's compliance with various goals and policies of the Comprehensive Plan. That analysis is set forth in Exhibit #4C. The Hearing Examiner finds this to be reasonably accurate and hereby adopts and incorporates herein the goals and policies mentioned in that exhibit.

3. The proposal meets the concurrency requirements of Chapter 17D.010 of the Spokane Municipal Code.

The proposal was circulated to all applicable City departments and agencies with jurisdiction over land development and all of those departments and agencies were given the opportunity to comment. No City departments or outside agencies commented that concurrency will not be achieved.

4. If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water, and the existence of natural, historic, or cultural features.

The site will not be easy to develop because of steep slopes and drainage concerns. Geotechnical and drainage reports were submitted by the applicant to Engineering Services for review and approval, and those preliminary reports were found to be satisfactory. A final drainage and geotechnical report will be required. Although development of the site may be difficult, it is still feasible according to the engineer's report, and there are no known historical or cultural features on site which would inhibit development.

5. The proposal will not have a significant adverse impact on the environment or the surrounding properties and, necessary conditions can be placed on the proposal to avoid significant effects or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use.

The applicant submitted an Environmental Checklist pursuant to the State Environmental Policy Act (SEPA) and it was circulated to City departments and other agencies. Based on that review, the City issued a Determination of Nonsignificance, finding that there would not be probable significant adverse environmental impacts from the proposal. There was no adverse testimony from surrounding property owners regarding adverse impacts and there was testimony from various people favoring the project because of the adverse impacts associated with the existing use. Several conditions will be placed on the approval to help alleviate any potential impacts.

For a preliminary long plat, the additional criteria below must also be satisfied:

1. The proposed subdivision must make appropriate (in terms of capacity and concurrence) provisions for:

a. Public health, safety, and welfare. The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department Findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14 page 5.

b. Open spaces. The applicant does not propose to exceed the site coverage requirements of the underlying R1 zone and so there will be open space available on site.

There is also open space where the slopes are steep and cannot accommodate housing. The applicant also proposes various recreational amenities and an internal pedestrian walkway.

c. Drainage ways. The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14, page 5.

d. Streets, roads, alleys, and other public ways. The layout of streets and private internal roads is set forth on Exhibit #4F. The applicant will be required to improve Havana Street adjacent to the site, and also Longfellow Avenue. The internal roads are to be private. The applicant shows two private roads accessing the site from Longfellow, one of which runs parallel to an existing right-of-way. While this plan has not been accepted by Engineering Services as of yet, the applicant and representatives from Engineering Services have agreed to work together to determine whether the private road that runs adjacent to the existing right-of-way for Longfellow should actually be private or public. The plan also shows sidewalks and a pathway system connecting various parts of the site.

e. Transit stops. This part of Spokane is not served well by transit. The closest bus stop is located approximately one mile away. More density in this area, however, may convince the transit authority to extend more service to this area.

f. Potable water supplies. The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14, page 6.

g. Sanitary wastes. The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14, pages 6 and 7.

h. Parks, recreation, and playgrounds. The applicant has proposed clubhouse buildings on site for recreational purposes and also swimming pools. In addition, the Loren Kondo Neighborhood Park is located one block to the west.

i. Schools and schoolgrounds. The site is located within School District #81. There are no provisions for public schools or schoolgrounds within the development. The school district was given the opportunity to comment on the proposal but did not offer any comments and so it is assumed that the district can accommodate the children from the housing within the development who will be attending public schools.

j. Sidewalks, pathways and other features that assure safe walking conditions. The public and private streets serving this development will have sidewalk and

stormwater drainage in accordance with City standards. The site plan also shows an internal pathway system and internal sidewalks for each building. The pathway system appears designed to link buildings with the clubhouse/pool area.

For a planned unit development (PUD), the following criteria must also be complied with:

1. All of the criteria in SMC 11.19.361 are satisfied.

The Hearing Examiner finds this criterion has been met and, in so doing, hereby adopts and incorporates the Planning Services Department findings on this criterion, set forth in the Planning Services Staff Report, Exhibit #14, pages 7, 8, and 9. In addition, the Hearing Examiner makes the following findings:

At the hearing on this matter, the Hearing Examiner informed the parties that there was insufficient evidence in the record to support granting multi-family development in an R1 zone and also to support granting a 30 percent bonus density which is the full bonus density allowed under the code. The Hearing Examiner granted the applicant and staff additional time to respond to this concern. Additional materials were submitted by the Planning Staff, Design Review Staff, and from Margaret Arpin, Attorney at Law, representing the applicant. The Hearing Examiner has reviewed that information and finds it relevant to the inquiry and hereby adopts and incorporates it as findings. Those responses are in the record as Exhibits #29, 30, and 31.

Design Review and the applicant's attorney convinced the Hearing Examiner that the bonus density is appropriate because of the difficulty in developing the site, because of the recreational amenities that are being provided to the residents, and because removing the existing use from the property is an environmentally desirable thing to do.

In addition, the PUD ordinance does allow specifically for multi-family buildings in residential PUDs. See SMC 11.19.363. The applicant testified that the multi-family buildings are necessary to provide a type of housing which is lacking in this part of the City and also to utilize the site in an environmentally sensitive way as well as a cost-effective way. The Hearing Examiner agrees and will allow the multi-family structures as well as the bonus density of 30 percent. There was no evidence presented by anyone that the multi-family buildings should not be approved or that the bonus density being granted is unsupported.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed preliminary plat and planned unit development application subject to the following conditions:

A. General Conditions:

1. Approval is for a preliminary plat and planned unit development to be known as The Vistas at Beacon Hill and to be developed substantially in accordance with the site plans which are in the record as Exhibit #4E and #4F. The number of lots, the layout of streets, the placement of buildings, recreational amenities, and open space shall be substantially as depicted on the site plans, except where these conditions modify those placements. The applicant is authorized to prepare a final plat and PUD plan in accordance with the preliminary plat and these conditions of approval. Any modifications to the preliminary plat/PUD shall be reviewed and approved by the City Hearing Examiner.
2. The stormwater system, private streets and utilities, and any other private common areas shall be maintained by a homeowners association. A set of covenants, conditions, and restrictions (CC&Rs) prepared for the proposed development is subject to review and approval by the City of Spokane, and shall be recorded with the Spokane County Auditor's Office prior to the recording of the final plat. The CC&Rs shall address the duties and responsibilities of the homeowners association with respect to all private roads and utilities. This includes, but is not limited to the levying and collection of assessments, and the operation and maintenance of all systems and facilities and shall also provide for the administration and enforcement of these duties and responsibilities.
3. Sanitary sewer service shall be provided by the City of Spokane. Any sanitary sewers located in private streets within the plat shall be designed and constructed to City standards and will be maintained by a homeowners association established as set forth above. Sewers in public streets will be maintained by the City. The project proponent shall be responsible for all costs associated with providing sanitary sewer service throughout the plat and securing all approvals and easements necessary to serve lots within the proposed plat.
4. Water service shall be provided by the City of Spokane's water system. The water lines in private streets within the proposed plat must be designed and constructed to City standards and maintained by the homeowners association. Any water lines constructed in any public street will be operated and maintained by the City of Spokane. The design of water lines and systems shall be submitted to Engineering Services-Developer Services for review and acceptance prior to the City Engineer signing the final plat. The developer will be responsible for all costs associated with constructing water improvements necessary to serve the proposed plat.
5. A new water tank, to be constructed at a higher elevation, will serve the upper portion of the proposal. As part of the water system improvements to serve the upper portion, the developer will be required to design and construct a "water booster station" for the entire service area to be served by the booster station. Pumps to transmit water to the new water tank, to serve the upper portion, must be installed as part of the construction of the booster station. All of these improvements must be designed and constructed in

accordance with City design standards and regulations. The City of Spokane will design and construct the new tank. In no case will any phase of this plat/PUD be finalized until such time as water pressure and design flows, both domestic and fire, meeting the City's design standards, are available to serve the phase under consideration. When the City has acquired the water tank site necessary to serve the upper portion of the Vistas at Beacon Hill plat and access to the same, the City will permit the applicant to serve said upper portion from the booster station to be constructed at the North Hill Tank.

6. Only City water and sanitary sewers shall serve the plat; the use of individual on-site sanitary waste disposal systems and private wells is prohibited, and it shall be so stated on the face of the final plat.

7. All storm water and surface drainage generated on-site shall be disposed of on-site in accordance with SMC 11.09A "Storm water Facilities" and as per the Project Engineer's recommendations, based on the drainage plan accepted for the final plat/PUD. Pre-development flow of off-site runoff passing through the plat/PUD shall not be increased (rate or volume) or concentrated due to development of the plat/PUD, based on a 50-year design storm. An escape route for a 100-year design storm shall be provided. Prior to construction, a grading and drainage plan showing finished one-foot contours and supporting calculations must be submitted to Engineering Services-Developer Services for review.

8. No building permit shall be issued for any lot in the plat/PUD until evidence satisfactory to the City Engineer has been provided showing that the recommendations of SMC 11.09A "Stormwater Facilities" and the Project Engineer's recommendations, based on the drainage plan accepted for the final plat/PUD, have been complied with. A surface drainage plan shall be prepared for each lot and shall be submitted to the Engineering Services-Developer services for review and acceptance prior to issuance of a building permit.

9. All stormwater facilities necessary to serve the proposed plat/PUD shall be designed and constructed in accordance with City standards. Design plans shall be submitted to Engineering Services-Developer Services for review and acceptance prior to the City Engineer signing the final plat/PUD. Drainage tracts and/or common areas shall be designated unbuildable. All on-site stormwater facilities will be operated and maintained by a homeowners' association established for the plat/PUD. The City of Spokane will operate and maintain any stormwater lines and structures located in public right-of-way, except for any lines connecting from stormwater structures in public streets to drainage tracts or drainage easements. These lines will be maintained by the homeowners' association. Property owner(s) or the homeowners' association will maintain drainage swales/planting strips in public right-of-way, adjacent to the property owner(s) property, with a permanent live cover of lawn turf with optional shrubbery and/or trees, which do not obstruct the flow and percolation of runoff in the drainage swale, as indicated on the accepted plans.

10. An erosion/sediment control plan, detailing how dust and runoff will be handled during and after construction of each phase must be submitted to Engineering Services-Developer Services for review and acceptance prior to construction of said phase. The developer will be responsible for all costs associated with constructing storm water improvements necessary to serve this proposed PUD.

11. All improvements (street, sewer, storm sewer, and water) shall be designed by a Professional Engineer, licensed in the State of Washington and constructed to City standards by the developer prior to the occupancy of any structures served by said improvement. Conceptual construction plans must be submitted to Engineering Services-Developer Services for review and acceptance.

12. The development of any below-grade structures, including basements, is subject to review of a geotechnical evaluation for foundation design to determine suitability and the effects from stormwater and/or subsurface runoff. The geotechnical evaluation is required to be performed for each lot with below grade-level structures and submitted for review and acceptance to the City of Spokane Building Department and the City Engineering Services-Developer Services Department prior to issuance of a building permit. An overall or phase-by-phase geotechnical analysis may be performed in light of individual lot analysis to determine appropriate construction designs.

13. Public and private streets serving this proposed plat/PUD must be constructed and designed to City standards. Sidewalks shall serve each lot. Havana Street, Dearborn Street, and Longfellow Avenue are designated residential streets in the City's Comprehensive Plan. Required right-of-way for residential streets is 60 feet. Where right-of-way fronting the proposed plat/PUD is less than required, additional right-of-way must be dedicated from the proposed plat/PUD. Where fronting the proposed plat/PUD, full improvement of each of these streets shall be required to center line plus a 12-foot lane on the opposite side of center line, including appropriate transitions at each end. In the case of Longfellow Avenue east of the proposed cul-de-sac and Dearborn Street south of Longfellow Avenue, private roadways may be appropriate instead of public rights-of-way, subject to the approval of the City's Engineering Services Department.

14. The applicant shall comply with the requirements of the Design Review set forth in Exhibit #25.

15. Street designs for the proposed plat/PUD must include supporting geotechnical information on the adequacy of soils underneath to support vehicular loadings.

16. Minimum 20-foot radii are required at all residential street intersections.

17. All street identification and traffic control signs required for the proposed plat/PUD must be installed by the developer at the time of street improvements for the phase being constructed. They must be installed in accordance with City standards and inspected to the satisfaction of the City's Construction Management Office prior to the occupancy of

any structures within the plat/PUD. Signing and striping shall be shown on street plans. The developer will be responsible for all costs associated with constructing street improvements necessary to serve this proposed plat/PUD.

18. Slope easements for cuts and fills, as deemed necessary by Engineering Services – Developer Services in accordance with the Design Standards of the City’s Engineering Services Department, are hereby granted to the City of Spokane for the construction and maintenance of public streets adjoining this plat. This statement must be included in the dedicatory language on the face of the final plat/PUD. All easements, existing and proposed as well as their purpose shall be on the final plat. A 10-foot utility easement shall be granted along all streets and roads within the plat.

19. A \$250.00 deposit will be required for each monument to be installed as part of this final plat/PUD. Civil engineered plans and profiles shall use NAVD88 datum (City of Spokane datum minus 13.13 feet.)

20. In accordance with the City’s Financial Guarantee Policy, a financial guarantee will be required for all street, drainage, and erosion/sediment control improvements not constructed prior to approval of the final PUD.

21. Sidewalks shall be provided in accordance with City standards. Garages will not be constructed less than 20 feet from the back of sidewalks.

22. The Fire Department requires 20 feet of unobstructed access width for its vehicles with an exterior clear radius of 50 feet and an interior turning radius of 28 feet. Fire Department access must also be provided to within 150 feet of any point around the perimeter of a building. Dead-end roads of more than 150 feet require a turn-around. A gated access shall be added to the project on Havana Street near Princeton Avenue to meet the second fire access requirement.

23. To accommodate fire apparatus access, streets less than 28 feet wide will have no parking allowed on either side of the street. For streets from 28 feet to less than 36 feet wide, no parking will be allowed on one side of the street. On streets that are 36 feet or wider, parking is allowed on both sides. The maximum slope of roads for fire department apparatus is 10 percent. Hydrant spacing shall not be more than 500 feet, unobstructed along the path of travel.

24. The required front, side, flanking side, and rear yards shall be shown on the face of the final plat and Final Plat dedication and shall conform to the R1 zoning standards.

25. The area (in square feet) and street address of each lot shall be shown on the face of the final plat.

26. The final plat will contain sufficient information to review closure of the plat.

27. All parking areas and driveways shall be hard surfaced and it shall be so stated on the face of the plat.

28. Any proposed entry signs shall be reviewed and approved by the City's Design Review Committee. Entry gates are prohibited.

29. This approval does not waive the applicant's obligation to comply with all other requirements of the Spokane Municipal Code as well as requirements of City Departments and outside agencies with jurisdiction over land development.

B. Prior to Approval of the Final Plat:

30. The applicant shall submit the following plans to the Engineering Department for its review and approval:

- a. construction plans for all streets and sidewalks serving the plat;
- b. a detailed plan for water service to be constructed to serve the plat;
- c. a detailed plan for sanitary sewers constructed to serve this plat;
- d. a storm drainage, erosion control, and grading plan, along with any required geo-technical report.

31. A fire protection plan demonstrating that there exists the necessary fire flow and showing the location of all fire hydrants shall be submitted to the Fire Department for its review and approval.

C. Prior to the Sale of Any Lots:

32. The lots to be sold shall be connected to a functioning public water system complying with the requirements of the Engineering Department and having adequate pressure for domestic and fire uses as determined by the Water/Hydro Services Department. This condition shall be stated on the face of the final plat.

33. The lots to be sold shall be connected to a functioning public sanitary sewer system complying with the requirements of the Engineering Department. This condition shall be stated on the face of the final plat.

34. The lots to be sold shall be adequately served by a fire hydrant and appropriate access streets as determined by the requirements of the City of Spokane Fire Department and City Transportation Department. This condition shall be stated on the face of the final plat.

D. Prior to the Issuance of Certificates of Occupancy:

35. All improvements, including street improvements, required by this decision, shall be installed to serve the residential unit for which the certificate of occupancy is sought in accordance with the plans approved by the City of Spokane. This condition shall be stated on the face of the final plat.

36. Spokane Municipal Code 17G.060.240 regulates the expiration of this approval, and Table 17G.060.3 sets forth the time frame for the expiration of all approvals.

DATED this 14th day of December 2005.


Greg Smith
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by Spokane Municipal Code 17G.060.210 and 17G.050.

Decisions of the Hearing Examiner regarding preliminary plats and planned unit developments are final. They may be appealed to the City Council. All appeals must be filed with the Planning Department within fourteen (14) calendar days of the date of the decision. The date of the decision is the 14th day of December 2005. **THE DATE OF THE LAST DAY TO APPEAL IS THE 28TH DAY OF DECEMBER 2005 AT 4:30 P.M.**


In addition to paying the appeal fee to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the City Council.

Pursuant to RCW 36.70B.130, affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

2-16-17

original Agreement

Original Agenda Sheet with Resolutions

		Agenda Sheet for City Council Meeting of: 12/12/2016	Date Rec'd 11/28/2016
			Clerk's File # RES 2016-0101
			Renews #
Submitting Dept	PLANNING	Cross Ref #	OPR 2016-0987
Contact Name/Phone	L KEY/M FAGAN 6187/6257	Project #	
Contact E-Mail	LKEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name		0650 - BEACON HILL DEVELOPMENT AGREEMENT	
Agenda Wording			
A Resolution Approving A Development Agreement Between the City and Beacon Hill Spokane, Inc.			
Summary (Background)			
On December 14, 2005 the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of certain property into 35 lots for multi-family development. The property is located east of Havana Street and north of Longfellow Avenue, formerly known as "the Camel Farm". The project is known as Vistas at Beacon Hill and the preliminary approval was granted a one-year time extension, extending expiration of the preliminary			
Fiscal Impact		Budget Account	
Neutral	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
Dept Head	KEY, LISA	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	PED 11/21/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	Engineering Admin	
For the Mayor	SANDERS, THERESA	jrichman@spokanecity.org	
Additional Approvals		mfagan@spokanecity.org	
Purchasing		pete@beaconhillevents.com	
		sbjordahl@pblaz.biz	
		hwaley@spokanecity.org	
		sms@witherspoonkelley.com	

ADOPTED BY
SPOKANE CITY COUNCIL:

12/12/2016
Leri L. [Signature]
CITY CLERK

When recorded return to:
City of Spokane
Attn: Planning Services Department
808 W Spokane Falls Blvd
Spokane, WA 99201

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the "City") and BEACON HILL SPOKANE, Inc., a Washington Corporation (the "Owner"), referred to collectively as "Parties."

RECITALS

A. WHEREAS, Owner owns that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street and north of Longfellow Avenue, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

B. WHEREAS, the Property was formerly known as the Camel Farm or the Hillyard Zoo, and was used to raise exotic animals and miniature rodeo stock, with as many as 500 head of livestock living on the Property as well as breeding camels, zebras, 4 species of ostrich and a variety of other miniature farm animals, all of which needed to be removed before the Property could be developed;

C. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

D. WHEREAS, the Property consists of a west facing hillside composed primarily of granite and partially decomposed granite, requiring substantial earthwork to prepare the site for residential development;

E. WHEREAS, the initial earth moving required to terrace the rock hillside was undertaken in 2008 to facilitate 130 townhome lots; however, construction would start

and was forced to stop for blasting to occur. Five levels of sewer were installed, as well as water mains and water vaults;

F. WHEREAS, the Property is difficult to develop because of the granite present, topography, location, and other factors including availability of necessary infrastructure;

G. WHEREAS, completion of the Project has been delayed because site conditions, market factors and low housing demand; however, the Project is within a target area for growth and the Owner desires to pursue and complete the Project as the market demand has recovered since the Project was approved;

H. WHEREAS, the Project, given its size, scope and location, requires additional time to comply with the conditions of the approval and install necessary infrastructure;

I. WHEREAS, the City and the Owner desire to enter into this Development Agreement to extend the time frame for the filing of a final plat of Vistas at Beacon Hill as set forth herein;

J. WHEREAS, this Agreement will provide increased predictability to both the Owner and the City for the future development of the Property;

K. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

L. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and this Agreement is prepared in accordance with those provisions; and

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

TERMS

1. Development Agreement: This Agreement is a Development Agreement to be implemented in accordance with SMC 17A.060 *et seq* and RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner, their successors and assigns, and the City upon the City's approval by ordinance or resolution following a public hearing.
2. Effective Date and Duration of Agreement: This Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties, provided that any time periods specified in this Agreement shall be tolled pending final resolution of any appeal of any city or state or federal land use decisions necessary to commence or complete development on the Property consistent with this Agreement ("Effective Date"). Unless terminated earlier as provided herein, this

Agreement shall remain in effect until amended in writing by the Parties or until December 14, 2021 (hereinafter, "Term").

3. Expiration Date of Project: Unless this Agreement is terminated earlier as provided herein, the expiration date (or the time by which the Owner must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval) of the Project is extended until December 14, 2021. Provided, pursuant to RCW 36.70B.170, the City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.
4. Project Modification. Any proposed modifications to the Project shall be reviewed under the applicable sections of the Spokane Municipal City Code, and certain changes may constitute a substantial change to the Preliminary Approval and may be required to be processed as a new application and vested rights may be impacted.

5. Miscellaneous

6.1 Effect of Delay. In addition to any specific provisions of this Agreement, performance by either party of its obligations hereunder shall be excused during any period of delay caused at any time before termination or expiration of this Agreement by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, national shortages of materials or supplies, or damage to work in process by reason of fire, floods, earthquake, or other casualties or any other cause beyond the reasonable control of the delaying party. Further, if any City approvals required hereunder shall be unreasonably delayed beyond the normal time period through no fault of Owners or their assigns, the term of this Agreement shall be extended by a period equal to the time of the delay.

6.2 Covenants Run with the Land. During the term of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. Each covenant to do or refrain from doing some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon the Property, (b) runs with the Property, and (c) is binding upon each successive owner during its ownership of Property or any portion thereof, and each person having any interest therein derived in any manner through any owner of the property or any portion thereof, and shall benefit such party and the Property hereunder, and each other person succeeding to an interest in such Property.

6.3 Recordation of Agreement. Owner shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.

6.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of Washington. If any portion of the Spokane Municipal Code is deemed to be inconsistent with any provisions of this Agreement, the provisions of this Agreement shall prevail.

6.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.

6.6 Voluntary Agreement. The Parties hereby represent and acknowledge that this Agreement is given and executed voluntarily and is not based upon any representation by any of the Parties to another Party as to the merits, legal liability, or value of any claims of the Parties or any matters related thereto.

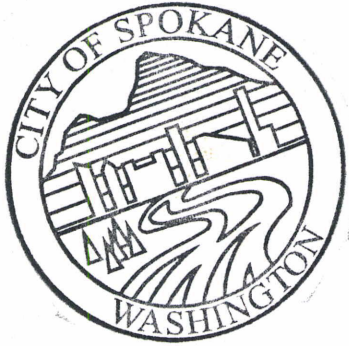
6.7 Conflicts. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the authorization, permitting, or approval of the Project, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The Owner shall comply with all state conflict of interest laws, statutes and regulations as they shall apply to all Parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City.

6.8 Authority. The undersigned covenant and represent that they are fully authorized to enter into and to execute this Agreement.

6.9 Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding this Agreement, if appealed, or on December 14, 2021, whichever occurs first. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.

6.10 Non-Enforcement not Waiver. Failure by any one of the Parties to enforce this entire Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so.

6.11 Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.



CITY OF SPOKANE, WASHINGTON

David A. Coudou

By _____
Title MAYOR

Attest:

Laura Sorenson
Clerk (Acting)

Approved as to form:

Pat Dahl
Assistant City Attorney

Spokane
BEACON HILL, INC.

[Signature]

Peter D. Rayner pro

STATE OF WASHINGTON)
) ss.
County of Spokane)

Laurie Farnsworth

I certify that I know or have satisfactory evidence that DAVID COUDOU and TERRIL PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the MAYOR and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: 12-29-16

Stephen Williams
Notary Public in and for Washington State,
residing at Spokane WA

My appointment expires 8-26-2020



STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, _____ signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a _____ of _____
(Position/Title) (Name of entity)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane

My commission expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this 6th day of February, 2017, Peter Rayner signed this instrument,
(Print name)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[Signature]

Notary Public in and for the State of
Washington, residing at Spokane

My commission expires: 1/9/20


Agenda Sheet for City Council Meeting of:

11/15/2021

29

Date Rec'd		10/28/2021
Clerk's File #		RES 2021-0097
Renews #		
Submitting Dept	DSC, CODE ENFORCEMENT & PARKING SERVICES	Cross Ref # OPR 2016-0987
Contact Name/Phone	ELDON BROWN 6305	Project #
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #
Agenda Item Type	Resolutions	Requisition #
Agenda Item Name	4700 - 0650 BEACON HILL DEVELOPMENT AGREEMENT	

Agenda Wording

Resolution approving a development agreement between the City and Beacon Hill Spokane INC

Summary (Background)

On December 14, 2005 the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of certain property into 35 lots for multi-family development. The property is located east of Havana Street and North of Longfellow Ave, formerly known as "the Camel Farm". The project is known as Vistas at Beacon Hill and the preliminary approval was granted a one-year time extension, extending expiration of the preliminary...

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals
Dept Head

BECKER, KRIS

Division Director

MACDONALD, STEVEN

Finance

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

ORMSBY, MICHAEL

Additional Approvals
Purchasing
Council Notifications
Study Session\Other

PIES 10/25/21

Council Sponsor

CM Michael Cathcart

Distribution List

kbecker@spokanecity.org

mcathcart@spokanecity.org

ebrown@spokanecity.org

dscadmin@spokanecity.org

jrichman@spokanecity.org

APPROVED BY
SPOKANE CITY COUNCIL:

November 29, 2021

[Signature]

CITY CLERK

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Developer Services
Subject:	Extension of a developer agreement regarding the preliminary plat and planned unit development referred to as The Vistas At Beacon Hill.
Date:	10/25/21
Contact (email & phone):	jsaywers@spokanecity.org
City Council Sponsor:	Cathcart
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	December 14, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approved extension will grant an additional five-year extension of the Development Agreement to extend the time to file a final plat.
<p>A. Background/History: The Vistas at Beacon Hill Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016.</p> <p>On December 12, 2016 pursuant to resolution 2016-0101, the City Council approved a Developer Agreement extending the expiration of the preliminary approval until December 14, 2021</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • <i>The Owners of the Vistas at Beacon Hill have requested an amendment to the existing Development Agreement granting an additional five-year extension of the Development Agreement in order to extend the time to file a final plat.</i> • <i>The amendment of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2026.</i> • <i>The Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval of the Project is extended until December 14, 2026.</i> 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

RESOLUTION NO. 2021-0097

A RESOLUTION APPROVING AN EXTENSION OF A DEVELOPMENT AGREEMENT REGARDING THE PRELIMINARY PLAT AND PLANNED UNIT DEVELOPMENT REFERRED TO AS THE VISTAS AT BEACON HILL

A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and

B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and

C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional three-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

H. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

I. Pursuant to RCW 36.70B.200, the City held a public hearing with respect to consideration and approval of this Extension of the Development Agreement.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached 1st Amendment of Development Agreement are hereby adopted as the Council's findings in support of this Resolution.

2. The 1st Amendment of Development Agreement, which provides for an additional 3-year extension of the preliminary approval, is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this _____ day of _____,
20____.

City Clerk

Approved as to form:

DocuSigned by:
James Kichman

59DF807689684D7
Assistant City Attorney

Exhibit 1

Development Agreement

When recorded return to:

City of Spokane
Attn: Planning Services Department
808 W Spokane Falls Blvd
Spokane, WA 99201

1ST AMENDMENT OF DEVELOPMENT AGREEMENT

This 1st Amendment of Development Agreement ("Agreement") is entered into this 26th day of November, 2021 (the "Effective Date") by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the "City"), Nationwide Capital Investments, LLC, a Washington limited liability company (as "Nationwide") and Howard Capital Group, LLC, a Washington limited liability company (as "Howard"). Nationwide and Howard are collectively referred to herein as the "Owners." The Owners and the City are collectively referred to herein as the "Parties."

RECITALS

- A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and
- B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and
- C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");
- D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;
- E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional three-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, in support of their request for an additional extension, Owners have represented that all new streets within and serving the Project will be public streets built to the City's current public street standards, and that they will dedicate land or cause the same to be dedicated for a park and ride facility in close proximity to the project that will accommodate approximately 50 cars;

H. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

I. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

TERMS

1. Development Agreement. The Development Agreement approved by the City Council pursuant to Resolution 2016-0101 is incorporated by reference into this document as though written in full and shall, together with the Preliminary Approval, remain in full force and effect except as provided herein.
2. Extension of Time. Unless terminated earlier as provided herein, the duration of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2024 (hereinafter, "Term"). Unless the Development Agreement is terminated earlier as provided therein, the expiration date (or the time by which the Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval) of the Project is extended until December 14, 2024. Provided, pursuant to RCW 36.70B.170, the city reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.
3. Public Streets. The Preliminary Approval is hereby modified to require all new streets and roads within and serving the Project to be public streets built to the City's current public road standards. The Project shall no longer include any private streets.
4. Park and Ride. The Preliminary Approval is further modified as follows: Prior to, and as a condition of the approval and recording of a final plat, the Owners/applicants, or the Owners'/applicant's successors or assigns, shall dedicate land no further than one half mile from the final plat to the Spokane Transit Authority for a park and ride

facility that will accommodate approximately fifty (50) cars, or shall have entered into a binding agreement with a third party providing for the same, acceptable to the City, which approval shall not be unreasonably withheld.

- 5. Recordation of Agreement. The Owners shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.
- 5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.
- 6. Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding this Agreement, if appealed, or on December 14, 2024, whichever occurs first. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.
- 7. Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.



CITY OF SPOKANE, WASHINGTON

By: [Signature]
 Title: Johnnie Perkins, City Administrator

Attest:

Approved as to form:

[Signature]
 Clerk

[Signature]
 Assistant City Attorney

NATIONWIDE CAPITAL INVESTMENTS, LLC

By: [Signature]

Its: member

HOWARD CAPITAL GROUP, LLC

By: J Butth

Its: member

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Johanni Perkins and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the city Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: 12/2/2021

Jillann Hansen
Notary Public in and for Washington State,
residing at Spokane

My appointment expires 6.17.2023



STATE OF WASHINGTON :
 : ss.
County of Spokane :

Certificate Of Completion

Envelope Id: E6A00F831F0047CF8A7BDE6AEAB0D301

Status: Sent

Subject: Please DocuSign: RES 2021-0097 / Beacon Hill - Development Agreement / Resolution

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jillann Hansen

AutoNav: Enabled

808 W. Spokane Falls Blvd.

Envelope Stamping: Enabled

Spokane, WA 99201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jehansen@spokanecity.org

IP Address: 198.1.39.252

Record Tracking

Status: Original

Holder: Jillann Hansen

Location: DocuSign

12/3/2021 3:45:46 PM

jehansen@spokanecity.org

Signer Events

James Richman

jrichman@spokanecity.org

Assistant City Attorney

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



59DFB076D0684D7...

Signature Adoption: Pre-selected Style

Using IP Address: 198.1.39.252

Timestamp

Sent: 12/3/2021 3:50:44 PM

Resent: 12/6/2021 8:07:35 AM

Viewed: 12/6/2021 8:48:46 AM

Signed: 12/6/2021 8:48:56 AM

Electronic Record and Signature Disclosure:

Accepted: 12/6/2021 8:48:46 AM

ID: a8c79a5e-2dc3-4a8c-809f-308941821bac

Terri L. Pfister

tpfister@spokanecity.org

City Clerk

City of Spokane

Security Level: Email, Account Authentication
(None)

Sent: 12/6/2021 8:48:58 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/3/2021 3:50:44 PM

Payment Events**Status****Timestamps**

CONSUMER DISCLOSURE

From time to time, SHI International Corp OBO City of Spokane (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SHI International Corp OBO City of Spokane:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: klund@spokanecity.org

To advise SHI International Corp OBO City of Spokane of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at klund@spokanecity.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SHI International Corp OBO City of Spokane

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI International Corp OBO City of Spokane

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to klund@spokanecity.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SHI International Corp OBO City of Spokane as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SHI International Corp OBO City of Spokane during the course of my relationship with you.