

ADDENDUM



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 17, 2014

LEGISLATIVE SESSION

Note: On November 17, 2014, at the start of the 6:00 p.m. Legislative Session, the City Council will immediately adjourn so that a Special Meeting of the Transportation Benefit District Governing Board can be conducted. Following the TBD Governing Board meeting, the Spokane City Council will reconvene to conduct its regular Legislative Session business.

LEGISLATIVE AGENDA

RESOLUTION

(Requires Five Affirmative, Recorded Roll Call Votes)

Request motion to suspend the Rules to add the following item to the Agenda:

RES 2014-0114 City of Spokane Transportation Benefit District Governing Board adopting 2015 budget allocations and project prioritization.

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

11/17/2014

Date Rec'd

11/10/2014

Clerk's File #

RES 2014-0114

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

SHERYL MCGRATH 6224

Project #Contact E-Mail

SMCGRATH@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0320 RESOLUTION REGARDING TBD 2014 ANNUAL REPORT & 2015 FUNDING ALLOCATION

Agenda Wording

A resolution approving projects for the 2015-2020 Six Year Comprehensive Street Program utilizing Transportation Benefit District funding.

Summary (Background)

The City of Spokane Transportation Benefit District Governing Board passed its resolution adopting the 2015 budget allocation and project prioritization as recommended by the Citizens Transportation Advisory Board. This resolution provides the City Council's approval of projects for the 2015-2020 Six Year Comprehensive Street Program and the pavement maintenance program utilizing Transportation Benefit District funding.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

LESESNE, MICHELE

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bstuckart@spokanecity.org

For the Mayor

SANDERS, THERESA

amcdaniel@spokanecity.org

Additional ApprovalsPurchasing

Resolution No. RES 2014-0114

A resolution approving projects for the 2015-2020 Six Year Comprehensive Street Program utilizing Transportation Benefit District funding.

WHEREAS, on January 10, 2011, the City Council adopted Ordinance No. C-34683 providing in part that funding from the revenue generated by the Transportation Benefit District (TBD) is to be used for transportation improvements as set forth in the six-year pavement maintenance element of the 2012-2017 Six Year Comprehensive Street Program; and

WHEREAS, on February 14, 2011, the City Council approved Ordinance No. C-34690 providing in part that ten percent of the revenue generated by the TBD shall be allocated to implement the pedestrian program of the 2012-2017 Six Year Comprehensive Street Program; and

WHEREAS, on June 23, 2014, the City Council approved Resolution No. 2014-0068 adopting the 2015-2020 Six Year Comprehensive Street Program; and

WHEREAS, on November 17, 2014, the TBD Governing Board approved the 2015 budget allocation and project prioritization for TBD funding based in part on the recommendations of the Citizens Transportation Advisory Board (CTAB); and

WHEREAS, the projects and work programs recommended by CTAB and approved by the TBD Governing Board in the 2015 budget allocation and project prioritization set forth projects and work programs to be completed as part of the 2015– 2020 Six Year Comprehensive Street Program and the Six Year Pavement Maintenance Program; - Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council approves the projects and work programs set forth in Exhibit A utilizing TBD funding as approved by the Transportation Benefit District Governing Board to be completed as part of the 2015-2020 Six Year Comprehensive Street Program and the Six Year Pavement Maintenance Program.

Adopted this _____ day of November, 2014.

City Clerk

Approved as to form:

Assistant City Attorney

THE CITY OF SPOKANE



CURRENT COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 17, 2014

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER AMBER WALDREF

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

City of Spokane Guest Wireless access for Council Chambers for November 3, 2014:

User Name: **COS Guest**
Password: **94wY4F8X**

Please note the space in user name. Also, both user name and password are case sensitive.

CITY COUNCIL BRIEFING SESSION

The purpose of this meeting is for Council Members, City Staff and Counsel to review items on the Advance (next Monday's) Agenda for the Council Meeting of November 24, 2014, and to review the Current Agenda for this evening's Council Meeting. Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|--|---------|------------------------------|
| 1. | Spokane Airport Board 2015 Budget. | Approve | FIN 2014-0002 |
| 2. | Purchases of PC, Laptop and Mobile Data Hardware Equipment from Dell Marketing L.P. (Dell Financial Services, LLC) (Austin, TX), with terms remaining the same—increase annual estimated expenditure from \$360,000 to \$420,000 plus tax. | Approve | OPR 2014-0005 |
| 3. | First of three one-year extensions to Master Contract with Structured Communication Systems, Inc. (Clackamas, OR) for the Purchase of Hardware and Software from November 1, 2014, through October 31, 2015—maximum of \$200,000. | Approve | OPR 2012-0938
RFP 3884-12 |
| 4. | Loan Agreement and other documents with Proclaim Liberty (Spokane, WA) for rehabilitation of Liberty Park Terrace, a 48-unit apartment complex at 1411 E Hartson—\$203,007 HOME funds. (East Central Neighborhood) | Approve | OPR 2014-0772 |

- | | | | |
|-----|--|---------------------------------------|------------------------------|
| 5. | Amendment No. 7 to agreement with Central Puget Sound Regional Transit Authority for Hearing Examiner Services; extending the existing contract through December 31, 2017, at the rate of \$125 per hour. | Approve | OPR 2000-0079 |
| 6. | Transition Agreement and Contract Closeout with Wheelabrator Spokane Inc. | Approve | OPR 2014-0773 |
| 7. | Change Order No. 1 to contract with Rob's Demolition, Inc (Spokane, WA), for demolition of the building located at 930 East Sprague Avenue— increase of \$22,260.05 (plus tax) for asbestos abatement. Total Contract Amount: \$49,065.05. | Approve | OPR 2014-0441
ENC 2011085 |
| 8. | Authorization to increase the administrative reserve on the contract with L & L Cargile, Inc. (Spokane Valley, WA) for Liberty Avenue from Oak Street to Ash Place; Ash Place from Dalton Avenue to Liberty Avenue an increase of \$26,768.17, for a total administrative reserve of \$50,803.94 or 21.1% of the contract price. | Approve | PRO 2012-0040
ENC 2012066 |
| 9. | Cooperative Agreement between Spokane Fire Department and Spokane Valley Fire Department for the provision of an Integrated Medical Services Program. | Approve | OPR 2014-0774 |
| 10. | a. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 10, 2014, total \$5,903,104.99, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,843,277.84. | Approve All
& Authorize
Payment | CPR 2014-0002 |
| | b. Payroll claims of previously approved obligations through November 8, 2014: \$6,194,937.39. | | CPR 2014-0003 |
| 11. | City Council Meeting Minutes: November 3, 2014 and November 6, 2014. | Approve All | CPR 2014-0013 |
| | Request motion to suspend Council Rules to add the following item (OPR 2014-0805): | | |
| 12. | Assignment of Contract between Graymont Western US Inc., (Salt Lake City, UT) and Wheelabrator Environmental Systems for purchase of High Calcium Quicklime—\$165,000 in 2014. Total Contract Price: \$1,304,400 (incl. tax). | Approve | OPR 2014-0805 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENT

Park Board: One Appointment

(Deferred from November 10, 2014 agenda).

RECOMMENDATION

Confirm CPR 1981-0402

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0108 Conservation credit program for residential customers with low indoor water usage and for multi-family residences. (Relates to ORD C35184)
- RES 2014-0109 Regarding the naming of the City Hall Plaza.
- RES 2014-0110 Setting the assessment roll hearing before City Council for December 15, 2014, for the Downtown Parking and Business Improvement Area (Business Improvement District—BID) and providing for notice of the 2015 assessments to business and property owners.

The following item was added by suspension of Council Rules on November 10, 2014:

- RES 2014-0111 Appointing an Alternate Board Member to Spokane Transit Authority Board for 2014

Request motion to suspend Council Rules to add the following item (RES 2014-0112):

- RES 2014-0112 Declaring Allen-Bradley/Rockwell Automation Motor Control Centers and associated software for use in the Garden Park Booster Station Motor Control Centers upgrade project as sole source and thus authorizing it's purchase from Columbia Electric Supply (Spokane, WA) estimated cost — \$123,615.81 (incl. tax).
- ORD C35156 (To be considered under Hearings Item H1.)

- ORD C35176** Relating to Court Commissioners hiring, salaries, performance; amending SMC 5A.05.020 B. (Amends the salary structure for Municipal Court Commissioners from a fixed salary of \$105,000 per year to an existing six-step City salary range, effective January 1, 2015.)
- ORD C35177** Of the City of Spokane, Washington, adopting a six-year Citywide Capital Improvement Program for the years 2015 through 2020, and amending Section 5.5 Capital Facilities Program of the City of Spokane Comprehensive Plan.
- ORD C35179** Relating to state and federal lobbying and the City's legislative agenda; amending SMC Section 2.03.010 and 2.03.020; amending Chapter 2.03; and adopting a new Section 2.03.030 to Chapter 2.03 of the Spokane Municipal Code.
- ORD C35185** Adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2015, providing it shall take effect immediately upon passage. (Relates to Hearing Item H2).

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35180** Relating to the rates of public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0562, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Solid Waste)
- ORD C35181** Relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.0608, 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.2022, 13.04.2024, 13.04.2025, 13.04.2026, 13.04.2028, and 13.04.2030 of the Spokane Municipal Code; and setting an effective date.
- ORD C35182** Relating to the rates of public utilities and services, amending SMC sections 08.02.071, 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1208; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Wastewater)
- ORD C35183** Relating to the rates of Water-Wastewater Integrated Capital rates; amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

- ORD C35184 Relating to water, wastewater rates and the creation of a water and wastewater rate section in the SMC; adding Section 13.035.700. (Relates to RES 2014-0108)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

- | | | | |
|-----|---|----------------------------|---------------|
| H1. | Final Reading Ordinance C35156 relating to application #Z1300069COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" to "CC Core" for 0.44 acres located at 2929 and 2937 East Wellesley Avenue and amending the Zoning Map from "Office." (Remanded to Plan Commission on September 29, 2014. Plan Commission returned; no change to Ordinance.) | Pass upon Roll Call Vote | ORD C35156 |
| H2. | Continuation of Hearing on 2015 Proposed Budget. (Continued from November 3, 2014) (Relates to Ordinance C35185) | Close Hrg/Council Decision | FIN 2014-0001 |

Motion to Approve Advance Agenda for November 24, 2014
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The November 17, 2014, Regular Legislative Session of the City Council is adjourned to November 24, 2014.

NOTES



Agenda Sheet for City Council Meeting of:
11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	FIN 2014-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	AIRPORTS
<u>Contact Name/Phone</u>	DAVE ARMSTRONG 455-6448
<u>Contact E-Mail</u>	DARMSTRONG@SPOKANEAIRPORTS.NET
<u>Agenda Item Type</u>	Report Item
<u>Agenda Item Name</u>	SPOKANE AIRPORT BOARD 2015 BUDGET

Agenda Wording

Spokane Airport Board 2015 Budget.

Summary (Background)

On October 29, 2014, the Spokane Airport Board approved the 2015 budget for Spokane International Airport, the Airport Business Park and Felts Field. The budget does not require City or County financial support; however, approval is necessary to meet conditions of the Joint Interlocal Agreement. The 2015 operations budget is \$32,227,311 and the capital budget is \$34,782,469. The total 2015 budget is \$67,009,780.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ARMSTRONG, DAVE	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	jthielemann@spokaneairports.net	
<u>For the Mayor</u>	SANDERS, THERESA	darmstrong@spokaneairports.net	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Spokane Airport 2015 Budget

Spokane International Airport / Airport Business Park/ Felts Field





Spokane Airport Board

Spokane International Airport / Airport Business Park / Felts Field

2015 Budget Table of Contents

I.	Spokane Airport Board Members.	1
II.	Introduction	2-3
III.	2015 Budget Summary & Highlights	4-13
	Spokane Airport Board Combined Summary.	5
	Spokane Airport Board Expanded Summary.	6
	Budget Highlights Narrative	7-13
IV.	Tables / Graphics.	14-21
	Table 1: Top 10 Budgeted Revenues15
	Graphic 1: Top 10 Budgeted Revenues.	.16
	Table 2: Top 10 Budgeted Expenses17
	Graphic 2: Top 10 Budgeted Expenses.	.18
	Table 3: Benchmark Table of Airports19
	Graphic 3: Similar Sized Airports Compared.	.20
	Graphic 4: Destination Airports Compared.21
V.	Budget Summaries	22-27
	Spokane International Operations Summary	23
	Business Park Operations Summary	24
	Felts Field Operations Summary	25
	Capital Summary	26-27
VI.	Appendix	28-31
	Landing Fees Calculation	29
	Selected Rates and Charges	30-31



Spokane International Airport
GEG – GENERATING ECONOMIC GROWTH

AIRPORT BUSINESS PARK



Spokane Airport Board

Al French (Chairman)
Kris Mikkelsen (Vice Chair)
David Clack (Secretary)
Max Kuney
Collins Sprague
Ben Stuckart
Nancy Vorhees

Lawrence Krauter, CEO
James McDevitt, General Counsel



Section II. Introduction

The SPOKANE AIRPORT BOARD (Board), operates Spokane International Airport (SIA), Felts Field and the Airport Business Park (ABP), collectively referred to as SPOKANE AIRPORT (Airport), under and pursuant to the Constitution and Laws of the State of Washington, including Ch. 14.08 RCW, RCW 14.08.200 and that certain amended Spokane County/City Airport Agreement of the County and City dated August 28, 1990.

The agreement intends the expenses of operating Spokane International Airport, Felts Field and the Airport Business Park shall be paid, *to the maximum extent possible*, from the operating revenues of each area (emphasis added).

The Airport does not receive any funds from either the County or City of Spokane nor does it receive any local tax revenues. Operating funds come from user fees, tenant rents in varying forms and airline landing fees. Capital funds come from federal and state grants and agreements, facility charges through airlines and rental car agencies along with airport funds generated through operations.

The Airport employs approximately 150 full and part-time employees responsible for providing access to the global air service network by managing, developing, maintaining and promoting the Airport. Employees work diligently to provide quality facilities and services along with a high quality customer experience.

The 2015 budget provides funds to accomplish these goals while keeping the cost to airlines low in comparison to other airports, funding important capital projects that will improve airport safety and security, maintaining aging facilities while designing new facilities and improving customer service. Through these initiatives, the budget provides funds for activities that provide economic impact and stimulus by creating jobs in the local area.

AIRLINE AGREEMENT

The 2015 budget was prepared based on the airline agreement dated January 1, 2010. This was a four year agreement, with an option to extend. The Airport and Airlines mutually agreed to extend this agreement until December 31, 2015. The agreement utilizes a residual rate-setting method. This approach is common, but not universal, among US airport operators.

The airline industry has begun to rebound in profitability after a few years of reducing capacity throughout its network. The reduction in capacity resulted in fewer daily scheduled flights with increased passenger loads. Some air carriers serving Spokane have indicated an upswing in their activity for the year 2015. In developing the 2015 budget, a goal was to continue to position the Airport as an attractive location for adding new airline service while maintaining current destinations.



FINANCIAL SUMMARY

- Operating revenues are forecast to increase by 7.7% from the 2014 budget to \$29,275,428. This increase is due primarily to an increase in rental rates for terminal tenants along with a return to the 2013 level of Landing Fees. An increase is forecast in the two of four parking lots while the North Shuttle parking lot rate will remain at its current level. The result of these rate changes are expected to increase parking revenue. The last rate increase in any parking rates occurred in 2010.
- Operating expenses are projected to increase 5.8% over the 2014 budget to \$24,153,964. The primary causes for the increase over the 2014 budget are increases in personnel, maintenance and de-icing costs.
- Capital sources of funds are heavily dependent on the Federal Grant process and, to some extent, the Passenger Facility Charge (PFC) Application process. Prior to the 2014 budget, the Airport received appropriations for much of the 2015 major projects. Upcoming discussions in Washington, DC may have some impact on future budgets, but not the current budget cycle. The Airport also uses funds from general operations to the extent expenditures do not reduce the reserve amount below a prescribed level.
- Capital expenditures are forecast to include continued airfield work on the Taxiway Reconfiguration projects at both Spokane International and Felts Field funded by Federal Grants; a baggage reconfiguration project funded by the Transportation Security Agency; and projects to improve safety and security funded through PFCs. Also planned are improvements to surface roads, parking lots and construction of a Parking and Ground Transportation office. Replacement of aging equipment and vehicles will continue in 2015 along with upgrading of the Information Technology infrastructure.

CUSTOMER SERVICE INITIATIVES

- As a service to the Airport's travelers, construction of an on-site single bay car wash will be complete by December of 2014. At that time, those who choose to park in either of the two garages or the main surface lot will be able to access the car wash without any charge.
- The Airport's website is also undergoing a makeover to better serve passengers. It is scheduled for roll-out in the fourth quarter of 2014.
- Scheduled for completion in early 2015 is the expansion of the free wi-fi service to unlimited minutes.

Spokane Airport 2015 Budget

Spokane International Airport / Airport Business Park/ Felts Field

TOTAL BUDGET SUMMARY AND HIGHLIGHTS

SPOKANE AIRPORT BOARD

2015 BUDGET SUMMARY

COMBINED

Spokane International Airport	\$ 58,667,174
Airport Business Park	1,841,166
Felts Field	<u>6,501,440</u>
Total	<u>\$ 67,009,780</u>

OPERATIONS

Spokane International Airport	\$ 29,834,705
Airport Business Park	1,491,166
Felts Field	<u>901,440</u>
Total	<u>\$ 32,227,311</u>

CAPITAL

Spokane International Airport	\$ 28,832,469
Airport Business Park	350,000
Felts Field	<u>5,600,000</u>
Total	<u>\$ 34,782,469</u>

SPOKANE AIRPORT BOARD

2015 BUDGET SUMMARY

*Note: reclassifications have been made to prior years to conform with 2015 presentation
and some totals or % do not add exactly due to rounding*

	<u>2013 Actual</u>	<u>2014 Budget</u>	<u>Projected 2014 Yr End</u>	<u>2015 Budget</u>
Operations Revenues				
Spokane International	\$ 25,233,237	\$ 25,037,986	\$ 25,206,156	\$ 26,988,665
Airport Business Park	1,595,939	1,490,375	1,502,418	1,485,507
Felts Field	<u>643,992</u>	<u>650,265</u>	<u>657,912</u>	<u>666,256</u>
	<u>27,473,168</u>	<u>27,178,626</u>	<u>27,366,486</u>	<u>29,140,428</u>
Other Sources				
Spokane International	2,499,530	2,242,930	2,537,292	2,865,324
Airport Business Park	(87,845)	(95,541)	(89,167)	(84,397)
Felts Field	<u>220,253</u>	<u>7,432</u>	<u>4,092</u>	<u>4,092</u>
	<u>2,631,938</u>	<u>2,154,821</u>	<u>2,452,217</u>	<u>2,785,020</u>
Total Operations / Other Sources	<u>\$ 30,105,106</u>	<u>\$ 29,333,447</u>	<u>\$ 29,818,703</u>	<u>\$ 31,925,448</u>
Operations Expenditures				
Spokane International	\$ 20,302,801	\$ 21,082,069	\$ 19,949,215	\$ 22,397,603
Airport Business Park	1,217,680	1,118,430	712,843	955,583
Felts Field	<u>637,566</u>	<u>623,215</u>	<u>657,720</u>	<u>665,778</u>
	<u>22,158,047</u>	<u>22,823,714</u>	<u>21,319,778</u>	<u>24,018,964</u>
Debt Service				
Spokane International	2,816,233	2,912,096	2,912,096	3,362,386
Airport Business Park	115,000	120,000	120,000	125,000
Felts Field	-	-	-	-
	<u>2,931,233</u>	<u>3,032,096</u>	<u>3,032,096</u>	<u>3,487,386</u>
Operations Expenditures	<u>25,089,280</u>	<u>25,855,810</u>	<u>24,351,874</u>	<u>27,506,350</u>
Non-Cash Depreciation				
Spokane International	3,655,690	3,789,877	4,103,844	4,074,716
Airport Business Park	452,049	461,842	416,761	410,583
Felts Field	<u>271,470</u>	<u>414,765</u>	<u>203,866</u>	<u>235,662</u>
	<u>4,379,209</u>	<u>4,666,484</u>	<u>4,724,471</u>	<u>4,720,961</u>
Total Operations/ Other Expenditures	<u>\$ 29,468,489</u>	<u>\$ 30,522,294</u>	<u>\$ 29,076,345</u>	<u>\$ 32,227,311</u>
Capital Sources				
Spokane International	18,930,532	36,130,486	26,712,259	29,134,332
Airport Business Park	175,413	800,000	580,408	350,000
Felts Field	<u>4,586,508</u>	<u>3,226,667</u>	<u>1,638,946</u>	<u>5,600,000</u>
	<u>\$ 23,692,454</u>	<u>\$ 40,157,153</u>	<u>\$ 28,931,613</u>	<u>\$ 35,084,332</u>
Capital Expenditures				
Spokane International	18,930,532	34,941,639	26,712,259	28,832,469
Airport Business Park	21,773	800,000	95,706	350,000
Felts Field	<u>3,389,188</u>	<u>3,226,667</u>	<u>2,211,138</u>	<u>5,600,000</u>
	<u>\$ 22,341,492</u>	<u>\$ 38,968,306</u>	<u>\$ 29,019,102</u>	<u>\$ 34,782,469</u>
Combined Sources	<u>\$ 53,797,560</u>	<u>\$ 69,490,600</u>	<u>\$ 58,750,316</u>	<u>\$ 67,009,780</u>
Combined Expenditures	<u>\$ 51,809,981</u>	<u>\$ 69,490,600</u>	<u>\$ 58,095,447</u>	<u>\$ 67,009,780</u>



Section III. 2015 Operating Budget Highlights

- **Spokane International Airport Operating Revenues**
Increase Approximately 7.8% over 2014 Budget

- Parking / Landside
 - Forecasting 4.5% increase in revenues
 - 2014 resulted in recapturing passenger traffic
 - North Shuttle Lot permanent reduction to \$4 per day
 - Concourse C Lot to remain at current rate of \$7.50 per day
 - Garages increase to \$10 per day
 - Outside Lot increase to \$8 per day
 - Complimentary Car Wash for Garage and Outside Lot parkers
- Airfield
 - Signatory Landing Fees increase from \$1.52 to \$1.72 / 1,000# of landed weight (13.1%)
 - 2015 Landing Fee returns to 2013 rate
 - Forecast increased activity by legacy carriers
 - Combination of rate and activity increase will produce increased Airfield revenue
- Leased Areas
 - Forecasting 10.1% increase primarily due to east side Aerospace Complex and MRO activity and decreasing CERB incentives
- Terminal
 - Forecasting 6.1% increase in revenues due to 2.0% terminal rent rate increase in line with cost allocation methodology
 - Concessions and Rental Car revenue increasing as passenger flow and demand increases
- Fuel Facility
 - Forecasting significant decrease from 2014 budget due to changes in air carrier fueling strategies
 - Fuel Flowage fees will accommodate planned capital improvements to facility with a short payback period



- **Spokane International Airport Operating Expenses**
increase approximately 6.2% over 2014 budget

- **GENERAL ITEMS**

- Salaries & Wages
 - ✓ Continue to correct staffing levels in all areas
 - ✓ Modest pay increases of 3-5% programmed
- Employee Benefits
 - ✓ Programmed increases have related benefit increases
 - ✓ Medical / Dental Benefits show slight increase over 2014; offset by plan modifications
 - ✓ High level of staff training and education opportunities
- Facilities / Equipment Maintenance
 - ✓ Continued effort to improving facilities for travelers and tenants
 - ✓ Approved current and future capital purchases reduce operation and maintenance costs
- Marketing & Strategic Planning
 - ✓ Ongoing attempts to attract new airline routes from new and incumbent carriers
 - ✓ Funds budgeted in continuing Air Service Incentive Program
 - ✓ Ongoing efforts to attract new tenants
 - ✓ Funds budgeted to market parking and new parking products
 - ✓ Funds budgeted to continue Airport participation in community events

- **LANDSIDE / PARKING / GROUND TRANSPORTATION**

- Staffing
 - ✓ 11.6% increase compared to 2014 budget due primarily to staffing model to include continuous supervisory schedule and to accomplish customer service initiatives
 - ✓ Projected staff includes (1) Department Manager; (2) Assistant Department Managers; (5) Shift Supervisors, (2) Admin Assistants, (43) part time personnel
- Maintenance and Daily Operation
 - ✓ Proper allocation of de-icing activities and material
 - ✓ Introduction of car wash facility
 - ✓ Continued utilization of contractor in “non-parking” (eg: janitorial and snow removal) activities previously performed by parking personnel



- **AIRFIELD MAINTENANCE**

- **Staffing**

- ✓ 10.2% increase compared to 2014 budget due to achieving proper staffing levels, a net increase of 2 Full Time Equivalent (FTE) positions over 2014
 - ✓ Projected staff includes (1) Superintendent, (2) Admin Assistants, (3) Electricians, (3) Mechanics, (8) Equipment Operators; provides provisions for (2) summer and (16) winter season over-hires; absorbs an allocation of Director of Operations & Maintenance salary; transfer allocation of Admin Assistants to terminal and fuel facility
 - ✓ Includes modest staff wage increases programmed into represented groups unit contracts and an overtime factor

- **Other Highlights**

- ✓ Total department increase in budgeted expenditures due primarily to impact from staffing and increased use of de-icing materials
 - ✓ Continuing improved staff training in snow removal and equipment maintenance

- **OPERATIONS**

- **Staffing**

- ✓ Decrease compared to 2014 budget due to improved allocation of salaries to departments receiving benefit
 - ✓ Projected staff includes (1) Manager, (5) Duty Managers (2) full-time Specialists; full staffing model nets an increase of one FTE

- **Other Highlights**

- ✓ Increased use of technology improving communication from airfield to tower to airlines and GA pilots increasing public safety
 - ✓ Continuing improved staff training

- **LEASED AREAS**

- **Staffing** is handled through other departments, Properties and Contracts is through General Administration and in house labor is handled by Airfield and Terminal Maintenance

- **Other Highlights**

- ✓ Expenses forecast higher than 2014 budget levels due primarily to planned maintenance at Airport owned buildings



- **TERMINAL / FACILITY MAINTENANCE**

- Staffing
 - ✓ 1.6% decrease compared to 2014 budget due to effects of proper allocations to departments receiving benefit
 - ✓ Projected staff includes (1) Superintendent, (2) Electricians and (11) Technicians; absorbs an allocation of Director of Operations and Maintenance salary and Admin Assistant
 - ✓ Includes modest staff wage increases and an overtime factor
- Other Highlights
 - ✓ 1.3% total department decrease

- **FUEL FACILITY**

- Highlights
 - ✓ Department expenses same as 2014 when fully staffed
 - Includes (1) Superintendent; (6) full and part time Operators along with allocation of Admin Assistant
 - ✓ Major capital improvement work budgeted through Capital plan

- **ADMINISTRATION AND NON REVENUE DEPARTMENTS**

- PLANNING / ENGINEERING
 - ✓ Staffing and Department Highlights
 - Staffing budget decreased compared to 2014 budget due to redesign of staff model and continued allocation of staff time to capital projects. Projected staffing includes (1) Director, (2) Project Managers and an administrative position
- AIRFIELD RESCUE AND FIREFIGHTING (ARFF)
 - ✓ Staffing
 - Current staffing model includes (1) Chief, (3) Lieutenants and (10) Firefighters; all lieutenants and firefighters are also EMTs
 - ✓ Other Highlights
 - Overall department increase of less than 1% in expenses
 - AIP funded Fire Station scheduled to be fully functional 1st quarter 2015
- INFORMATION TECHNOLOGY
 - ✓ Staffing
 - 15.5% increase compared to 2014 budget attributable to increasing staff by one FTE



- Currently includes (1) IT Manager, (1) Low-voltage Technician and (1) Software Technician with plans for (1) additional technician
- ✓ Other Highlights
 - Specifically identified IT projects and expenses allocated directly to affected department
 - Department increase due primarily to upcoming IT study to assess current IT infrastructure and determine future needs
- POLICE & COMMUNICATIONS
 - ✓ Staffing
 - Combined 9.8% increase from 2014 attributable to staffing level corrections salary adjustments
 - Includes (1) Police Chief; (1) Dispatch Supervisor; (4) Sergeants; (8) Officers; (5) full and part time Dispatchers
 - ✓ Other Highlights
 - Overall decrease of 13.7% due primarily to planning for potential change in TSA staffing program by utilizing other funding sources
 - Pre-Check Enrollment Center to be fully functional in 2015
- GENERAL ADMINISTRATION
 - ✓ Staffing
 - 11% increase compared to 2014 budget primarily related to correctly staffing administrative areas
 - Includes salaries & benefits of CEO, Directors of Marketing, Finance, Properties & Contracts (P&C) and Human Resources. Also includes (4) Accounting/Audit personnel, P&C Coordinator, and front office Admin Support personnel
 - Additional FTE positions planned for 2015 include (1) Accounting, (1) P&C, (1) Marketing and (1) Human Resources
 - ✓ Other Highlights
 - Overall increase of 12.6% for entire department due to staffing needs along with upcoming studies in Rates and Charges and PCI Compliance
 - Marketing and Air Service Development expenditures programmed for 2015



- Continued diligence and coordination with insurance broker is providing improved coverage along with significant reduction in claims
- Staff training and travel programmed for 2015

• Spokane International Airport Business Park Operating Revenues
forecast to remain flat in 2015 with efforts continuing to market facilities

• Spokane International Airport Business Park Operating
Expenses decrease 14.6%.

- Staffing
 - ✓ 8.7% decrease compared to 2014 budget due to outsourcing of certain grounds, de-icing and snowplowing tasks. Use of seasonal summer and winter over-hire personnel rather than new FTE contributes to reduction in costs
 - ✓ Includes (1) FTE and allocation of Properties / Contracts and Accounting personnel
- Other Highlights
 - ✓ Capital program includes road improvements

• Felts Field Operating Revenues
forecast to increase 2.5%

- Highlights
 - ✓ Negotiated new leases in Airport owned buildings
 - ✓ Renewed interest in terminal building leasing as capital improvements are continuing
 - ✓ Strategic, Historical District and Master Plan studies are continuing to develop strategies to improve marketability of the Airport long term



- **Felts Field Operating Expenses**
forecast to increase 6.8%

- Staffing
 - ✓ Decrease anticipated with retirement of staff member
 - ✓ Planned staffing includes one FTE with assistance and allocations from other departments
- Other Highlights
 - ✓ Largest items affecting overall increase of expenses are in de-icing, grounds maintenance and marketing efforts revolving around events at the field
 - ✓ Most building improvements are contained in the capital budget which affect operations only through a depreciation calculation
 - ✓ Continued capital improvements (taxiways, taxilanes and terminal) continue in 2015

Spokane Airport 2015 Budget

Spokane International Airport / Airport Business Park/ Felts Field

COMPARATIVE CHARTS / GRAPHS

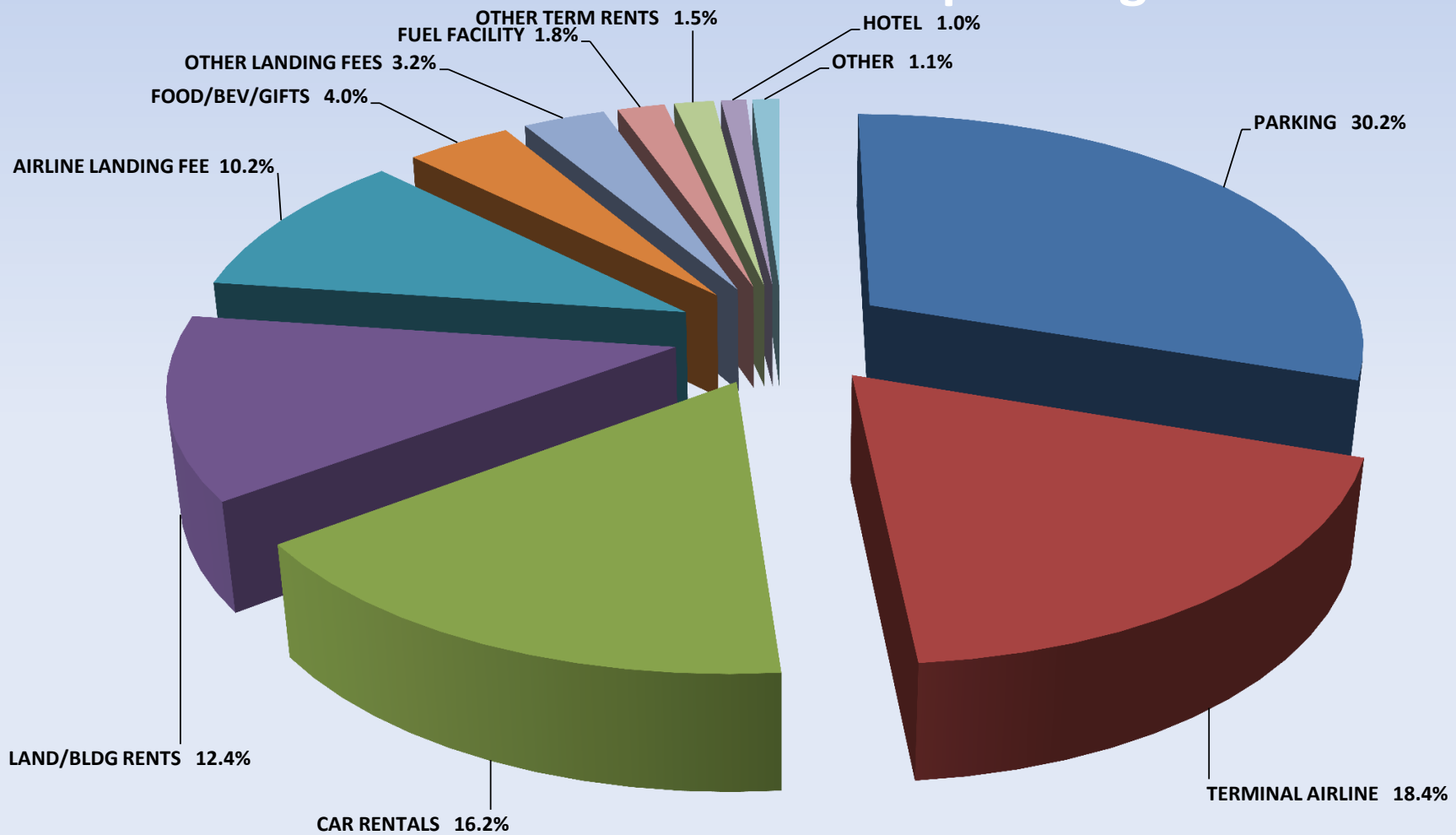
TABLE 1: Sources of Operating Revenue

Rank	Description	Year End							
		Budgeted	FY 2014 % of	Estimate	FY 2014 % of	Budgeted	FY 2015 % of	\$ Change	% Change
		2014	Total Rev	2014	Total Rev	2015	Total Rev		
1	Parking / Landside / GTC	8,450,000	31.1%	8,510,000	31.1%	8,800,000	30.2%	350,000	4.1%
2	Terminal Rent (airline)	4,740,395	17.4%	4,689,647	17.1%	5,343,375	18.4%	602,980	12.7%
3	Car Rentals	4,708,275	17.3%	4,433,216	16.2%	4,700,800	16.2%	(7,475)	-0.2%
4	Commercial Land/Bldg Rents	3,410,492	12.5%	3,653,210	13.4%	3,606,138	12.4%	195,646	5.7%
5	Airline Landing Fees	2,355,661	8.7%	2,570,736	9.4%	2,981,580	10.2%	625,919	26.6%
6	Food/Bevs/Gifts	1,121,955	4.1%	1,162,653	4.2%	1,176,955	4.0%	55,000	4.9%
7	Landing Fees (other)	721,655	2.7%	802,105	2.9%	923,265	3.2%	201,610	27.9%
8	Fuel Facility	668,899	2.5%	532,830	1.9%	532,830	1.8%	(136,069)	-20.3%
9	Terminal Rent (other)	445,164	1.6%	442,757	1.6%	445,164	1.5%	-	0.0%
10	Hotel	281,349	1.0%	283,306	1.0%	283,306	1.0%	1,957	0.7%
	Other Revenue	<u>274,781</u>	<u>1.0%</u>	<u>277,026</u>	<u>1.0%</u>	<u>306,015</u>	<u>1.1%</u>	<u>31,234</u>	<u>11.4%</u>
	Total Operating Revenues	<u>\$ 27,178,626</u>	<u>100.0%</u>	<u>\$ 27,357,486</u>	<u>100.0%</u>	<u>\$ 29,099,428</u>	<u>100.0%</u>	<u>\$ 1,920,802</u>	<u>7.1%</u>

Note: Estimated combined revenue derived from Air Carriers (2014) = 26.5%; (2015) =28.6%

This table shows general categories of revenues as a percentage of total operating revenues

GRAPHIC 1: 2015 Sources of Operating Revenue



This chart shows revenues in 2015 as a percentage of total operating revenues (from Table 1)

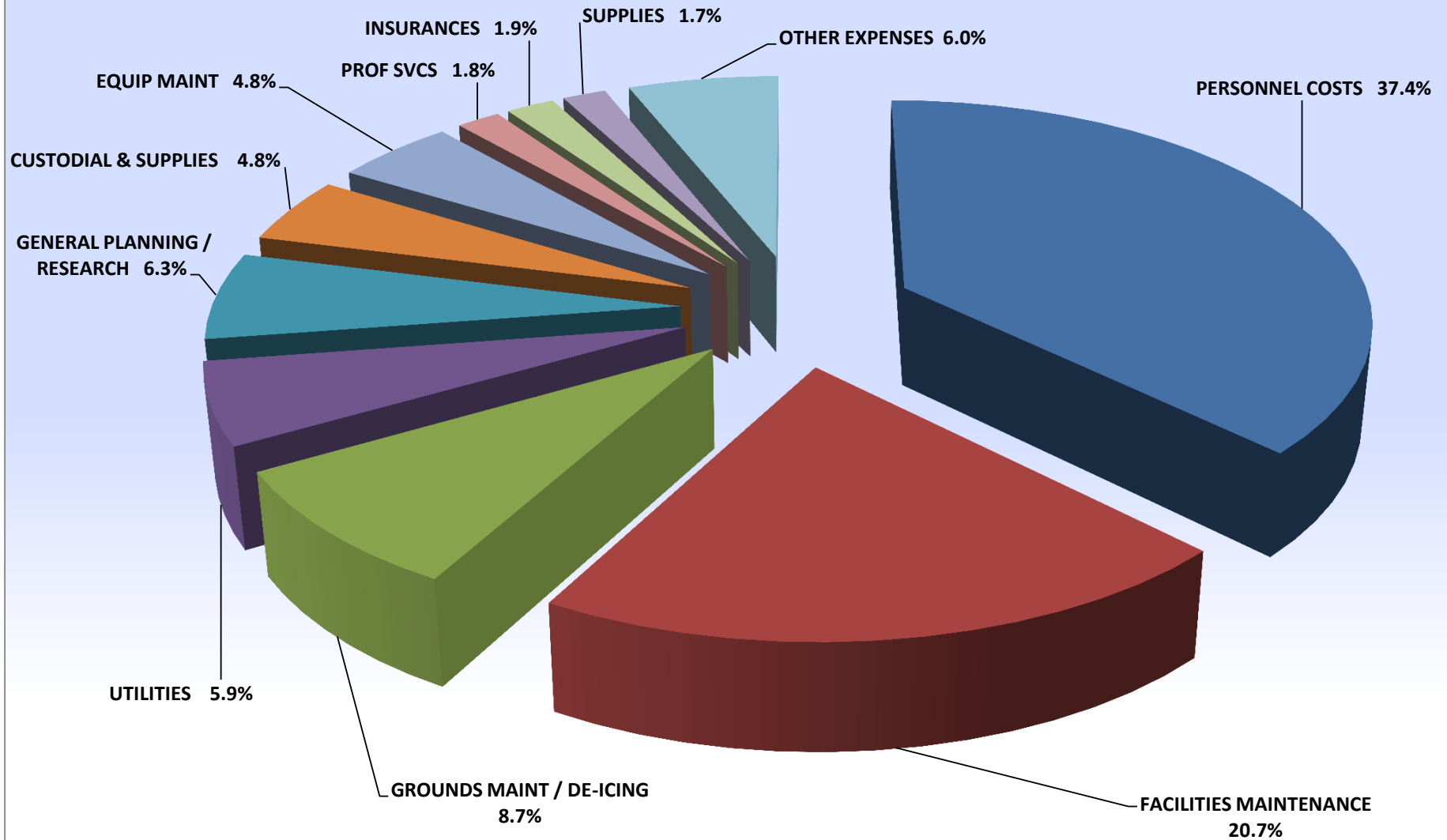
TABLE 2: Operating Expenditures by Rank

Rank	Description	Year End		Year End		Year End		\$ Change	% Change
		Budgeted	FY 2014 % of	Estimate	FY 2014 % of	Budgeted	FY 2015 % of		
		2014	Total Exp	2014	Total Exp	2015	Total Exp		
1	Personnel (Incl taxes/benefits)	10,336,994	37.6%	9,666,696	37.1%	10,738,268	37.4%	401,274	3.9%
2	Facilities, Hangars, Bldgs, LH Maintenance	5,601,497	20.4%	5,602,501	21.5%	5,943,200	20.7%	341,703	6.1%
3	Grounds Maintenance/De-Icing	1,995,600	7.3%	2,345,338	9.0%	2,495,600	8.7%	500,000	25.1%
4	Utilities (Power/Nat. Gas/Water/Sewer)	1,534,973	5.6%	1,469,764	5.6%	1,698,707	5.9%	163,734	10.7%
5	Research/Planning/Engineering	1,460,704	5.3%	1,626,529	6.2%	1,807,000	6.3%	346,296	23.7%
6	Custodial Services & Supplies	1,367,883	5.0%	1,283,165	4.9%	1,373,750	4.8%	5,867	0.4%
7	Equipment Maintenance	1,295,540	4.7%	1,151,427	4.4%	1,381,125	4.8%	85,585	6.6%
8	Professional Services (Legal/Audit)	581,643	2.1%	369,904	1.4%	505,000	1.8%	(76,643)	-13.2%
9	Insurances	522,719	1.9%	520,059	2.0%	559,060	1.9%	36,341	7.0%
10	Supplies	480,850	1.7%	430,324	1.7%	501,510	1.7%	20,660	4.3%
	Other Operating Expenses	<u>2,311,795</u>	8.4%	<u>1,578,542</u>	6.1%	<u>1,736,706</u>	6.0%	<u>(575,089)</u>	-24.9%
	Total Operating Expenses	<u>\$ 27,490,198</u>	<u>100.0%</u>	<u>\$ 26,044,249</u>	<u>100.0%</u>	<u>\$ 28,739,925</u>	<u>100.0%</u>	<u>\$ 1,249,727</u>	<u>4.5%</u>

Note: reclassifications have been made to prior years to conform with 2015 presentation and some totals or % do not add exactly due to rounding

This table shows general categories of expenses as a percentage of total operating expenses

GRAPHIC 2: 2015 Operating Expenses By %



This chart shows expenses in 2015 as a percentage of total operating expenses (from Table 2)

TABLE 3: COMPARABLE AIRPORTS

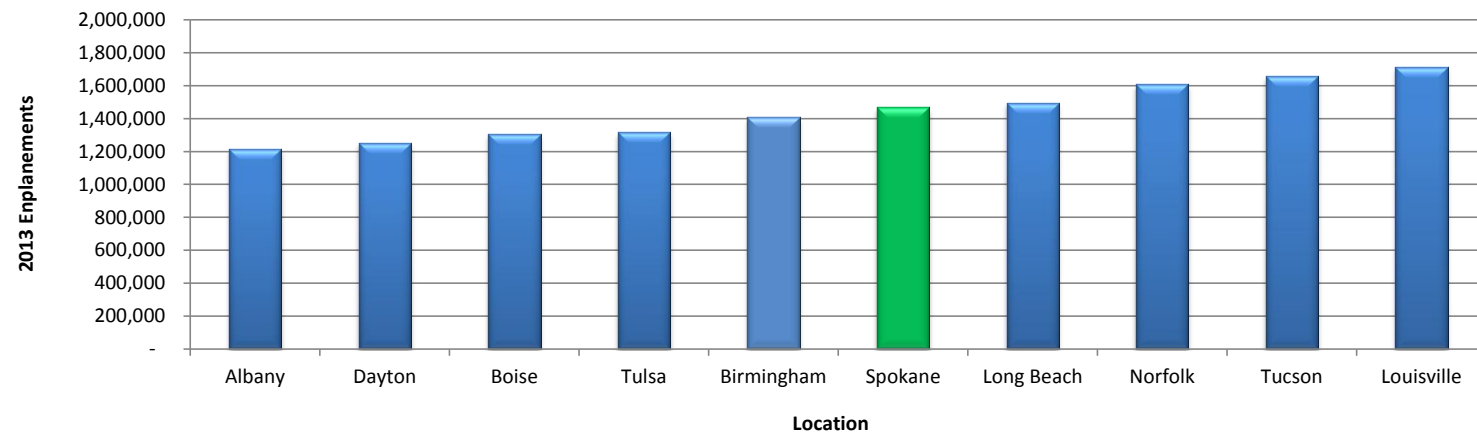
	2013 Enplanements	2013 LF	2013 CPE	2013 FTE	Ave Rent Rate	Daily Max Parking
DES MOINES INTL	1,101,524	2.75	8.30	61	42.60	24.00
GERALD R FORD	1,124,969	2.64	9.13	101	52.19	24.00
MANCHESTER	1,218,695	4.00	9.44	75	51.28	24.00
ALBANY COUNTY	1,215,076	2.92	7.61	214	30.37	24.00
DAYTON INTL	1,253,287	1.30	4.45	142		16.00
BOISE AIR TERMINAL	1,306,548	1.60	4.61	103	32.56	21.50
TULSA INTL	1,316,654	2.92	8.63	157		10.00
BIRMINGHAM INTL	1,408,170	4.15	9.52	129		24.00
SPOKANE INTL 2013 / 2015	1,466,701	1.73 / 1.72	5.03 / 5.44	128	38.10 / 41.30	10.00
LONG BEACH /DAUGHERTY FIELD	1,497,503	3.00	7.61	109		19.00
CHARLESTON INTL	1,350,379	0.20	4.86	153	65.47	15.00
NORFOLK INTERNATIONAL	1,606,669	2.69	6.23	201	31.47	24.00
TUCSON INTL	1,655,617	1.31	7.89	254	19.33	12.00
RICHMOND INTL	1,587,000	1.23	6.10	167		24.00
LOUISVILLE INTL	1,714,706	1.38	6.66	234	43.88	19.00
RENO/TAHOE INTL	1,756,471	2.64	7.36	268	48.93	24.00
OKLAHOMA CITY	1,845,055	3.00	5.96	115	22.84	24.00
PROVIDENCE, RI	1,853,705	4.80	11.50	148		24.00
AVERAGE	1,459,929	2.50	7.40	153	40.08	20.14

This table shows comparable sized airports by enplanements along with their Landing Fee Rate, Calculated Cost per Enplanement (CPE), the number of Full Time Employee Equivalents, Average Terminal Rental Rate and Maximum Daily Parking Rate.

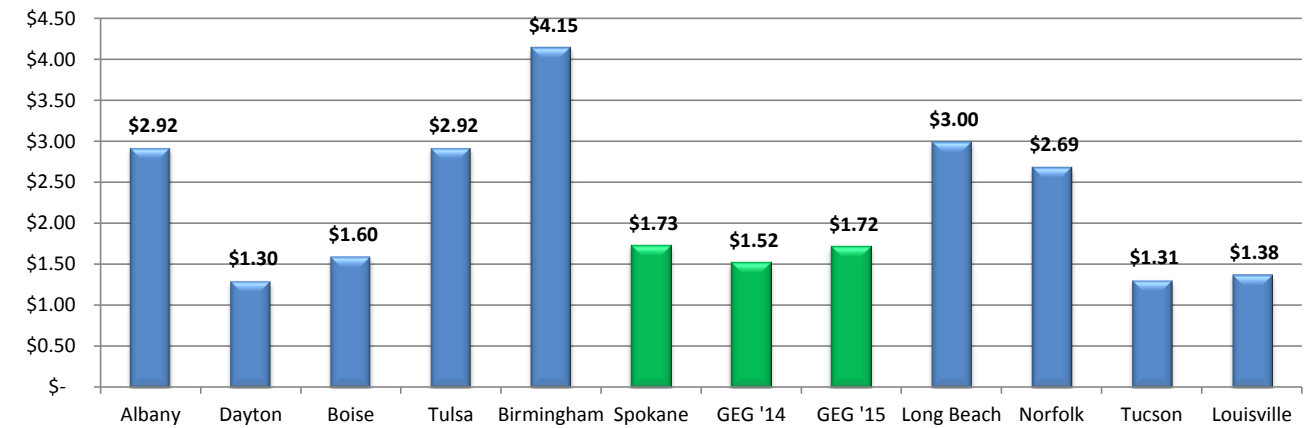
SOURCES: FAA Form 127, ACI Benchmark Survey, Airport Websites

GRAPHIC 3: Comparison of Rates and Charges From Various Similar Sized Airports

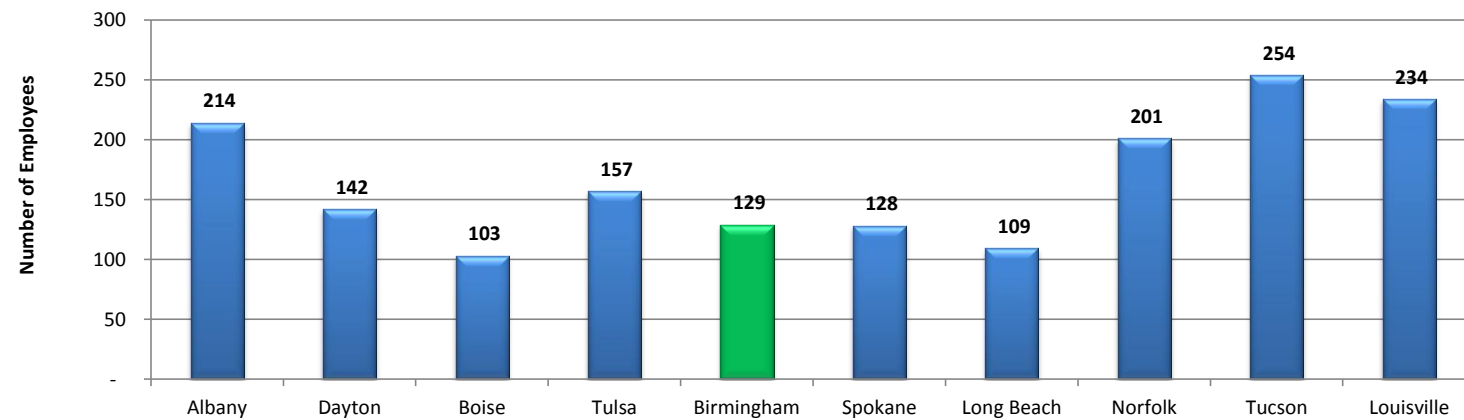
Comparable Airports



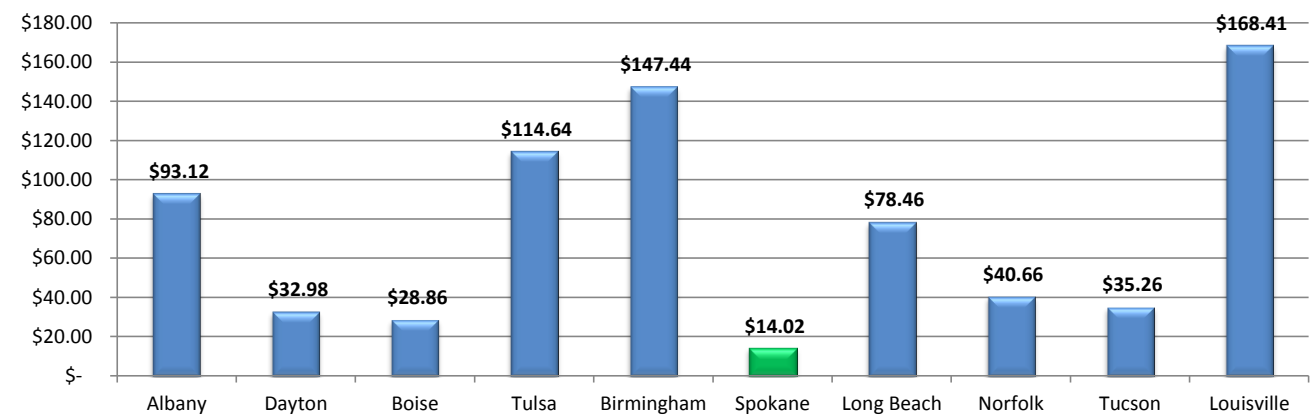
2013 Landing Fee Rates



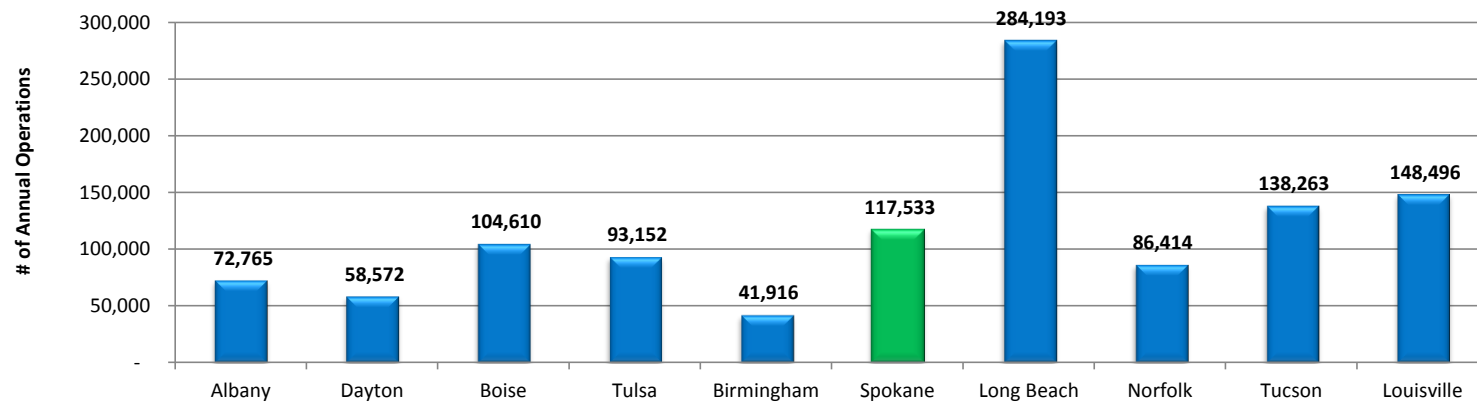
2013 Full Time Employees (FTE)



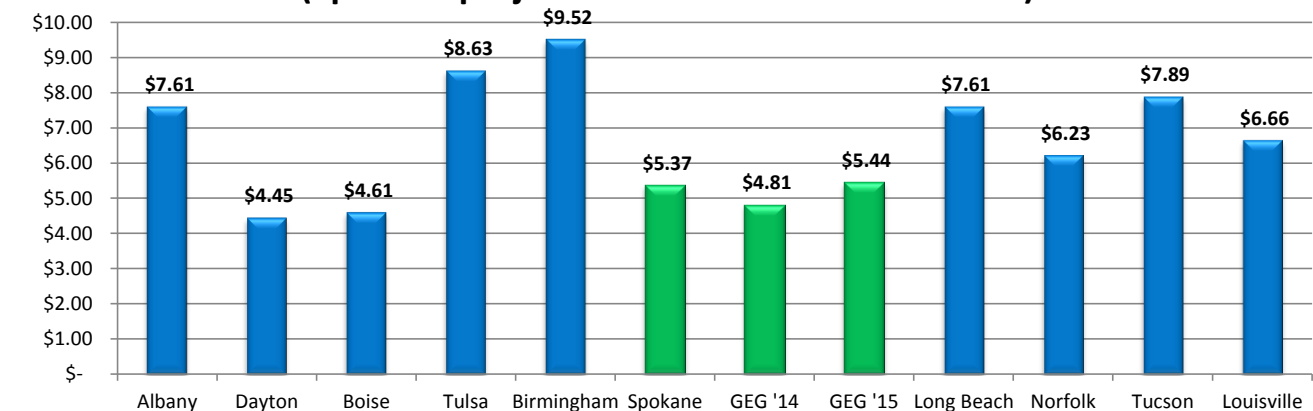
2013 Debt / Enplanement



2013 Operations

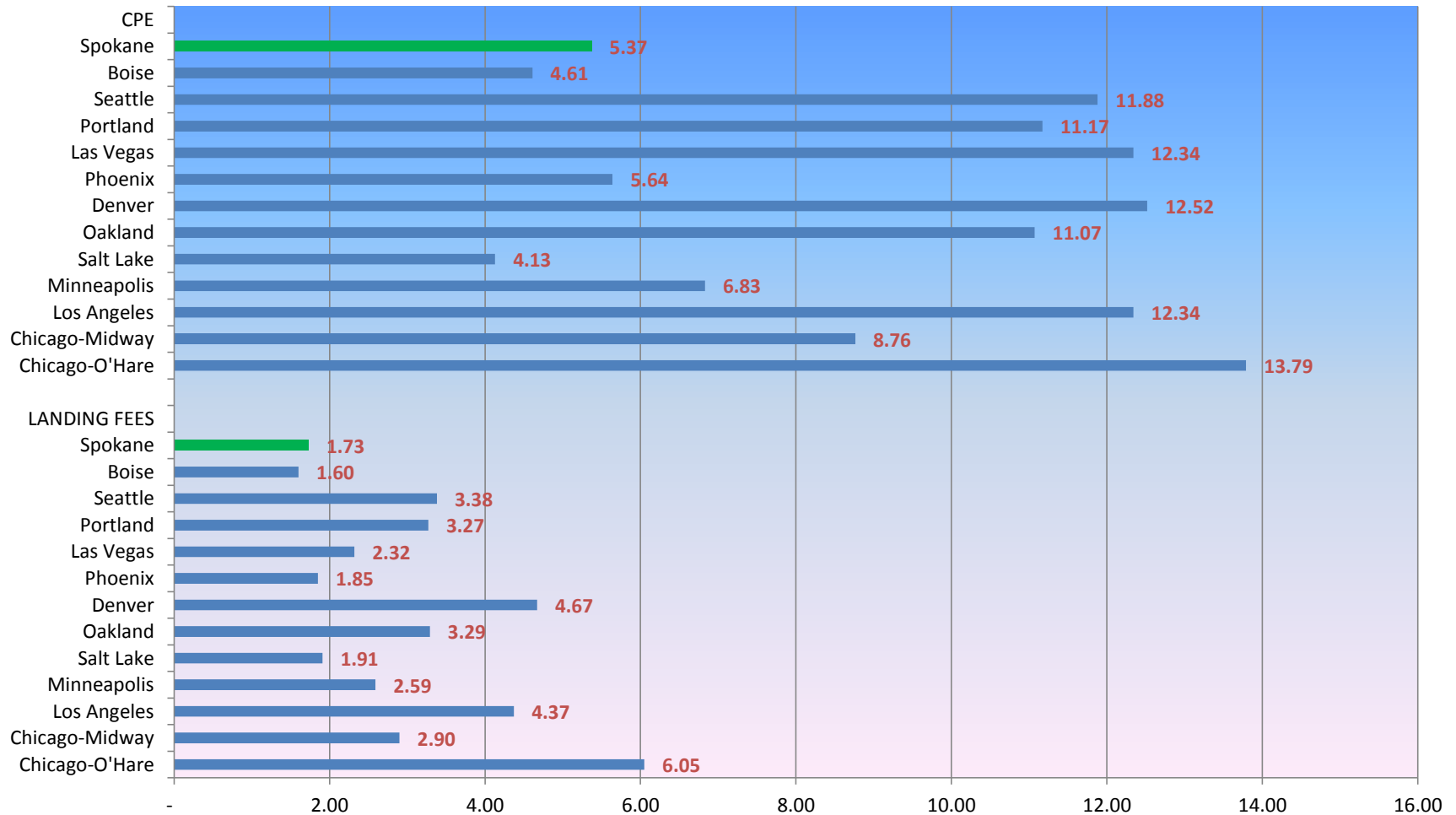


2013 CPE (Spokane projected 2014 & 2015 shown also)



This graphic shows various 2013 measurements from similar sized airports along with forecasts of 2014 and 2015 Spokane metrics. Operations refers to number of take-offs and landings. "CPE" stands for Cost per Enplanement, a benchmark used by many agencies to compare airports to others. Spokane is historically below other similar sized airports in most metrics along with rates and charges.

GRAPHIC 4: 2013 Comparison to Destinations



This table compares Spokane to other airports directly served in Landing Fee rate and Cost per Enplanement (CPE)

Spokane Airport 2015 Budget

Spokane International Airport / Airport Business Park/ Felts Field

BUDGET SUMMARIES

- ***SIA***
- ***ABP***
- ***FELTS FIELD***
- ***CAPITAL***

SPOKANE INTERNATIONAL AIRPORT

2015 OPERATIONS SUMMARY

*Note: reclassifications have been made to prior years to conform with 2015 presentation
and some totals or % do not add exactly due to rounding*

	<u>2013 Actual</u>	<u>2014 Budget</u>	<u>Projected 2014 Yr End</u>	<u>2015 Budget</u>
Operations Revenues				
Landside / Parking / GTC	\$ 8,425,304	\$ 8,450,000	\$ 8,510,000	\$ 8,832,000
Airfield	3,674,461	3,057,716	3,361,973	3,894,045
Fuel Facility	622,749	668,899	532,830	532,830
Hangars / Buildings / Land	2,142,896	2,175,550	2,416,473	2,394,451
Terminal	10,283,009	10,602,834	10,315,889	11,246,339
Other Revenues	84,819	82,987	68,991	89,000
Total Operations Revenue	<u>\$ 25,233,237</u>	<u>\$ 25,037,986</u>	<u>\$ 25,206,156</u>	<u>\$ 26,988,665</u>
Operations Expenditures				
Landside / Parking	2,820,033	2,508,364	2,412,419	3,026,770
Airfield & Operations	4,643,043	4,673,271	4,969,242	5,224,774
Fuel Facility	338,031	399,190	332,964	396,735
Hangars / Buildings / Land	271,967	293,751	229,236	364,304
Terminal	4,026,444	4,229,178	3,983,295	4,175,688
Other Expenses				
Engineering	652,436	822,728	627,413	670,568
Fire	2,091,901	2,253,402	2,110,402	2,261,410
Information Technology	335,275	400,441	368,938	562,711
Police	1,288,797	1,606,244	1,163,880	1,385,678
Communication	388,922	471,456	436,300	475,200
General Administration	<u>3,445,953</u>	<u>3,424,044</u>	<u>3,315,126</u>	<u>3,853,765</u>
Sub-Total Operations Expenditures	<u>20,302,801</u>	<u>21,082,069</u>	<u>19,949,215</u>	<u>22,397,603</u>
Revenues over Expenditures pre Deprec	<u>\$ 4,930,437</u>	<u>\$ 3,955,917</u>	<u>\$ 5,256,941</u>	<u>\$ 4,591,062</u>
Gross Depreciation	<u>(15,415,981)</u>	<u>(15,470,940)</u>	<u>(16,388,454)</u>	<u>(18,333,280)</u>
Credit for Funded Assets	<u>11,760,291</u>	<u>11,681,063</u>	<u>12,284,610</u>	<u>14,258,564</u>
Net Depreciation	<u>(3,655,690)</u>	<u>(3,789,877)</u>	<u>(4,103,844)</u>	<u>(4,074,716)</u>
Operations Revenues over Expenditures	<u>\$ 1,274,747</u>	<u>\$ 166,040</u>	<u>\$ 1,153,097</u>	<u>\$ 516,346</u>
Other Sources Available				
Interest Income	322,947	300,000	226,443	300,000
Transaction Fees ("CFC")	2,691,068	2,503,067	2,774,043	2,912,745
Debt Interest	(521,254)	(560,138)	(504,742)	(382,421)
Other Revenue / (Expense)	<u>6,770</u>	<u>-</u>	<u>41,548</u>	<u>35,000</u>
Total Other Sources Available	<u>2,499,530</u>	<u>2,242,930</u>	<u>2,537,292</u>	<u>2,865,324</u>
Available for Debt / Projects / Reserves	<u>3,774,277</u>	<u>2,408,970</u>	<u>3,690,389</u>	<u>3,381,670</u>
Total Debt Principal	<u>(2,816,233)</u>	<u>(2,912,096)</u>	<u>(2,912,096)</u>	<u>(3,362,386)</u>
Sources over (Expenditures)	<u>\$ 958,044</u>	<u>\$ (503,126)</u>	<u>\$ 778,294</u>	<u>\$ 19,284</u>

<u>1.30 Debt Service Coverage Required</u>				
Cash Available for Debt Service	\$7,429,967	\$6,198,847	\$7,794,234	\$7,456,386
Debt Principal	<u>\$2,816,233</u>	<u>\$2,912,096</u>	<u>\$2,912,096</u>	<u>\$3,362,386</u>
Debt Service Ratio	2.64	2.13	2.68	2.22

AIRPORT BUSINESS PARK

2015 OPERATIONS SUMMARY

*Note: reclassifications have been made to prior years to conform with 2015 presentation
and some totals or % do not add exactly due to rounding*

	<u>2013 Actual</u>	<u>2014 Budget</u>	<u>Projected 2014 Yr End</u>	<u>2015 Budget</u>
Operating Revenues				
Building / Office Leases	\$ 1,327,956	\$ 1,238,363	\$ 1,242,717	\$ 1,227,415
Land Leases	233,593	235,612	236,388	236,612
Miscellaneous	<u>34,390</u>	<u>16,400</u>	<u>23,313</u>	<u>21,480</u>
Total Operating Revenues	\$1,595,939	\$1,490,375	\$1,502,418	\$1,485,507
Operating Expenses				
Buildings	\$836,388	\$607,320	\$292,231	\$494,882
Grounds	130,324	164,500	132,635	140,000
General Administration	<u>250,968</u>	<u>346,610</u>	<u>287,977</u>	<u>320,701</u>
Total Operating Expenses	1,217,680	1,118,430	712,843	955,583
Revenue over Expenses (Pre Deprec)	\$ 378,259	\$ 371,945	\$ 789,575	\$ 529,924
Depreciation	<u>(452,049)</u>	<u>(461,842)</u>	<u>(416,761)</u>	<u>(410,583)</u>
Operating Revenue over (Expense)	\$ (73,791)	\$ (89,897)	\$ 372,814	\$ 119,341
Other Sources Available / Used				
Interest Income	18,583	5,000	11,373	10,000
Interest Expense	(106,429)	(100,541)	(100,541)	(94,397)
Provision for Gain / (Loss)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Sources Available	(87,845)	(95,541)	(89,167)	(84,397)
Available for Debt / Projects / Reserves	(161,636)	(185,438)	283,647	34,945
Total Debt Principal	(115,000)	(120,000)	(120,000)	(125,000)
Sources over Expenditures	\$ (276,636)	\$ (305,438)	\$ 163,647	\$ (90,055)

	<u>1.25 Debt Service Coverage Required</u>			
Cash Available for Debt Service	\$378,259	\$371,945	\$789,575	\$529,924
Debt Principal	\$115,000	\$120,000	\$120,000	\$125,000
Debt Service Ratio	3.29	3.10	6.58	4.24

FELTS FIELD

2015 OPERATIONS SUMMARY

*Note: reclassifications have been made to prior years to conform with 2015 presentation
and some totals or % do not add exactly due to rounding*

	2013 Actual	2014 Budget	Projected 2014 Yr End	2015 Budget
Operating Revenues				
Airfield	\$ 33,370	\$ 33,600	\$ 32,828	\$ 33,800
Hangars/ Bldgs / Land	483,239	590,316	597,961	604,316
Terminal	127,173	24,955	25,588	26,605
Miscellaneous	210	1,394	1,535	1,535
Total Revenues	\$ 643,992	\$ 650,265	\$ 657,912	\$ 666,256
Operating Expenses				
Airfield	\$ 179,329	\$ 174,500	\$ 152,135	\$ 205,000
Hangars/ Bldgs / Land	86,009	87,300	72,303	90,300
Terminal	52,848	70,500	57,295	92,850
General Admin	319,380	290,915	375,987	277,628
Total Expenses	637,566	623,215	657,720	665,778
Expenses over Revenues Pre Deprec	6,426	27,050	192	478
Depreciation	(618,217)	(695,905)	(634,720)	(801,516)
Credit for Funded Assets	346,747	281,140	430,854	565,854
Net Depreciation	(271,470)	(414,765)	(203,866)	(235,662)
Operating (Expense) over Revenue	\$ (265,044)	\$ (387,715)	\$ (203,674)	\$ (235,184)
Other Sources Available				
Interest Income	7,254	7,432	4,092	4,092
Provision for Gain / (Loss)	212,999	-	-	-
Available for Debt / Projects / Reserves	220,253	7,432	4,092	4,092
(Expenditures) over Sources	\$ (44,790)	\$ (380,283)	\$ (199,582)	\$ (231,092)

SPOKANE AIRPORT BOARD

2015 CAPITAL SUMMARY

Note: reclassifications have been made to prior years to conform with 2015 presentation and some totals or % do not add exactly due to rounding

SPOKANE INTERNATIONAL AIRPORT	2013	2014	Projected	2015
	Actual	Budget	2014 Yr End	Budget
SOURCES OF FUNDS				
Federal & AIP Grants	5,061,157	15,550,000	13,367,533	8,367,722
Other Federal Grants / Funds	21,666	200,000	200,000	6,000,000
State Grants	15,000	-	-	-
Current PFC Collections	5,646,129	5,632,748	5,691,238	5,748,151
PFC Interest Earned	4,298	5,160	6,773	6,841
Voluntary Airport Low Emissions (VALE)	1,055,597	1,000,000	9,938	-
Funds From Operations & Unrestricted Cash	7,126,686	13,742,578	7,436,777	9,011,618
	18,930,532	36,130,486	26,712,259	29,134,332
EXPENDITURE OF FUNDS				
Land Acquisition Costs	1,823,637	1,000,000	2,472,256	700,000
Roadways, Parking Lots & Paving	1,406,758	2,960,750	993,817	920,000
Lease Development		1,200,000		850,000
Vehicles / Equipment	1,777,251	1,490,000	1,741,818	1,490,000
Runway 21 Line of Sight	217,717	-	6,802	-
Master Plan	225,408	-	-	-
Building Improvements	1,545,274	2,507,000	2,971,804	2,650,000
Fuel Facility Upgrades	12,032	1,600,000	8,257	1,700,000
IT Projects	119,921	1,795,000	915,534	500,000
Potential Project Designs / Acquisitions	329,778	3,650,000	1,330,343	1,000,000
TSA Projects	135,322	350,000	100,679	6,000,000
AIP Projects				
Voluntary Airport Low Emissions (VALE)	1,385,549	1,111,111	11,042	-
Airfield Ramps & Taxiways	4,036,355	12,833,333	8,639,162	9,297,469
ARFF Facility	1,831,600	4,444,444	6,090,745	-
PFC Projects				
Snow Removal Equip (SRE)	1,328,937	-	1,430,000	-
SRE Building	2,754,994	-	-	-
PFC 10 Projects	-	-	-	3,725,000
Total Expenditures	18,930,532	34,941,638	26,712,259	28,832,469

Note: The expenditures noted above do not necessarily represent specific projects, rather a variety of projects in a category that will be individually vetted by the Airport Board through the Committee process prior to authorization of expending of funds.

SPOKANE AIRPORT BOARD

2015 CAPITAL SUMMARY

Note: reclassifications have been made to prior years to conform with 2015 presentation and some totals or % do not add exactly due to rounding

AIRPORT BUSINESS PARK	2013 Actual	2014 Budget	Projected 2014 Yr End	2015 Budget
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SOURCES OF FUNDS

Funds From Operations & Unrestricted Cash	175,413	800,000	580,408	350,000
Total Sources	175,413	800,000	580,408	350,000

EXPENDITURE OF FUNDS

Equipment / Vehicles	-	100,000	95,706	-
Bldg / Road Improvements	21,773	625,000	-	350,000
Master Plan	-	75,000	-	-
Total Expenditures	21,773	800,000	95,706	350,000
<i>Note: Cumulative Cash Reserves at year end =</i>				
	2,705,381	3,082,059	3,190,083	3,190,083

FELTS FIELD	2013 Actual	2014 Budget	Projected 2014 Yr End	2015 Budget
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SOURCES OF FUNDS

Federal & AIP Grants	4,359,829	2,175,000	1,634,662	4,050,000
Funds From Operations & Unrestricted Cash	226,679	1,051,667	4,284	1,550,000
Total Sources	4,586,508	3,226,667	1,638,946	5,600,000

EXPENDITURE OF FUNDS

Equipment Replacement / Misc	-	25,000	13,596	-
Building / Road Improvements	184,352	785,000	381,250	1,100,000
Land Acquisitions	119,232	-	-	-
AIP Projects: Airfield Ramps & Taxiways	3,085,604	2,416,667	1,816,292	4,500,000
Total Expenditures	3,389,188	3,226,667	2,211,138	5,600,000
<i>Note: Cumulative amount due (to) / from SIA & ABP =</i>				
	(2,659,363)	(3,523,932)	(2,663,646)	(4,213,646)

Note: The expenditures noted above do not necessarily represent specific projects, rather a variety of projects in a category that will be individually vetted by the Airport Board through the Committee process prior to authorization of expending of funds.

Spokane Airport 2015 Budget

Spokane International Airport / Airport Business Park/ Felts Field

APPENDIX

- *Landing Fee*
- *Selected Rates*

SPOKANE INTERNATIONAL AIRPORT

Landing Fee Calculation

TOTAL ESTIMATED OPERATIONS REVENUES:

Parking / GTC	8,832,000	
Airfield	3,894,045	
Estimated Prior Year C/O	137,425	
Less Current Yr LF	(3,776,565)	
Hangars / Bldgs / Land	2,394,451	
Terminal		
Airline	5,343,375	
Food / Bev	900,000	
Stores	255,000	
Offices	337,000	
RAC	4,122,800	
Miscellaneous	288,164	
Other	89,000	22,816,695

LESS ESTIMATED OPERATIONS EXPENSES

Parking	3,026,770	
Airfield	5,224,774	
Hangars / Bldgs / Land	364,304	
Terminal	4,175,688	
Other Expenses		
Engineering	670,568	
Fire	2,261,410	
Information Technology	562,711	
Police / Communications	1,860,878	
General Administration	3,853,765	(22,000,868)

LESS NET DEPRECIATION

Gross F/S Depreciation	(17,333,280)	
Less Funded Assets	13,258,564	(4,074,716)

OTHER REVENUES AVAILABLE FOR DEBT SERVICE

Interest Income	300,000	
Interest Expense	(382,421)	
Add Back Air Service Expenses	150,000	
Transaction Fees ("CFC")	2,912,745	2,980,324

LESS: Annual Debt Service	(2,915,000)
Required Debt Coverage	(583,000)

LANDING FEES REQUIRED \$ (3,776,565)

FORECAST LANDING WEIGHTS 2,190,650

LANDING FEE / 1,000# 1.72

SPOKANE AIRPORT BOARD

Selected 2015 Rates & Charges List

Space rates shown on a square foot per annum basis

Other rates on a monthly basis unless noted otherwise

(This list is not meant to be all inclusive.)

Spokane International Airport	<u>Signatory</u>	<u>Cargo</u>	<u>w/ Use Agreement</u>	<u>Itinerant</u>
Airline Ticket Counters	49.92			
Queuing Areas	49.92			
Instant Travel Machines	49.92			
Concourse Hold Areas	49.92			
Baggage Claim	48.96			
Baggage Service (BOS)	47.52			
Airline Ticket Office (ATO)	47.52			
Upper Concourse Office	47.52			
Ops Office	43.44			
Communications Office	43.44			
Baggage Make-Up	34.68			
Baggage Delivery	34.68			
Lower Concourse Office	30.48			
Storage Room	28.32			
Maintenance Office	28.32			
Baggage Cabinet	28.32			
Triturator Building	28.32			
Loading Bridge	1,700.00			
Aircraft Parking	425.00			
Boarding Walkway	10.20			
Ramp GSE Storage	3.96			
Glycol Pad	3.96			
Outside Storage	0.72			
Landing Fee / 1,000 lbs	1.72	1.81	1.98	2.58
Non Lease Loading Bridge / use	350.00		400.00	450.00
(Includes NON Leased Loading Bridge, Concourse holding area, baggage claim)				
Non Lease Aircraft Parking / day	100.00		125.00	150.00
Fuel Flowage Fee per Gallon	0.040		0.050	0.065

Use Agreement / month	
SIA	90.00
Felts Field	35.00

Spokane International General Aviation	
Non Lease Aircraft Parking / day	
Single Engine Aircraft	25.00
Multi Engine / Small Jet	35.00
RJ or Greater	50.00

SPOKANE AIRPORT BOARD

Selected 2015 Rates & Charges List

Space rates shown on a square foot per annum basis

Other rates on a monthly basis unless noted otherwise

(This list is not meant to be all inclusive.)

Miscellaneous Items (incl WSST)	
Fingerprinting	35.00
Security Badge	15.00
Telephone Line	9.00
Fitness Center / month	16.31
Concourse C Conf room / 4 hrs	25.00
Main Terminal Conf room / 4 hrs	25.00
Room Setup (if necessary)	25.00
Irv Reed Conference Center / day	175.00
Trip Fee / Use (GTC)	0.50

Parking / Loading Bridge / Hold Area		
# Psgrs	Use Agreement	Itinerant
1-30	140.00	157.50
31-80	280.00	315.00
81+	400.00	450.00
Ticketing Rates		
# Psgrs	Use Agreement	Itinerant
1-30	140.00	165.00
31-80	280.00	330.00
81+	400.00	465.00

ALL VEHICLE PARKING INCLUDES WA STATE SALES TAX					
Parking (Sales Tax Included)	Covered	Outside	Conc		
Length of Stay	Garages	Lot	C-Lot	Shuttle	Meters
0 - 1 HR	2.00	2.00	2.00	2.00	2.00
1 - 2 HRS	4.00	4.00	4.00	4.00	
2 - 3 HRS	6.00	6.00	6.00		
3 - 4 HRS	8.00	8.00	7.50		
4+ HRS	10.00				
DAILY MAX.	10.00	8.00	7.50	4.00	

OTHER PARKING RATES	
Employee Parking / mo	18.00
Garage Employee Parking / mo	65.00
Commuter Parking / mo	35.00
Passport Program	200.00
Vendor Parking / veh / year	50.00
ALL VEHICLE PARKING INCLUDES WSST	

FELTS FIELD RATES	
Landing Fee / 1000 lbs	1.64
Non Lease Aircraft Parking / day	25.00
T-Hangar / mo	230.00
Tie-Down / mo	30.00
Fuel Flowage per Gallon	0.065

Mini Warehouse Rates	
All Units Due in Advance	
Monthly	56.00
Quarterly	144.00
Annually	481.00
Includes WA St LH Tax	

"Force" Account Rates	
Subject to Adjustment	
Materials	Cost + 10%
Labor	\$56.45 / hr
Does NOT include WSST	

Spokane Airport 2015 Budget

Spokane International Airport / Airport Business Park/ Felts Field



*Spokane International Airport
9000 W. Airport Drive, #204
Spokane, WA 99224
www.spokaneairports.net*

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	OPR 2014-0005
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	VB MASTER

<u>Submitting Dept</u>	INFORMATION TECHNOLOGY
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5300 DELL MARKETING INCREASE PURCHASE (2014)

Agenda Wording

Approval to increase annual estimated expenditure of purchases of PC, Laptop and Mobile Data Hardware Equipment from Dell Marketing L.P.(Dell Financial Svcs,LLC)(Austin, TX). Terms will remain the same and increase from \$360,000 to \$420,000 plus tax.

Summary (Background)

Dell Marketing, LP currently provides the City of Spokane with PC, Laptop and Mobile Data Hardware for purchase for various City Departments. The purpose of the new equipment is efficiencies, improved service, high speed connectivity, future capacity, and aligns with the City's standard for PC, Laptop and Mobile Data equipment and deployment. The City of Spokane IT Department is utilizing Washington State Contract #T10-MST-296.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 60,000.00 plus tax	# Various Accounts
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHAN-PALMER, MAY	<u>Study Session</u>	Finance, Nov. 3, 2014
<u>Division Director</u>	DOLAN, PAM	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Accounting - pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting - mlesense@spokanecity.org	
<u>Additional Approvals</u>		Legal - hwhaley@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Taxes & Licenses	
		Purchasing - cwahl@spokanecity.org	
		IT – jhamilton@spokancity.org	
		Dell - drew_fulton@dell.com	

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

OPR 2012-0938

Renews #**Cross Ref #****Submitting Dept**

INFORMATION TECHNOLOGY

Contact Name/Phone

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #

RFP 3884-12

Agenda Item Type

Contract Item

Requisition #

VB MASTER

Agenda Item Name

5300 STRUCTURED MASTER CONTRACT EXT (2014)

Agenda Wording

First of three one-year extensions to Master Contract OPR2012-0938 with Structured Communication Systems, Inc. (Clackamas, OR) for the Purchase of Hardware and Software. November 1, 2014 through October 31, 2015 for a maximum of \$200,000.00.

Summary (Background)

Purchase of this hardware and software is to meet the growth requirements of the City's Storage-Area-Network (SAN). This purchase will replace and upgrade the City's existing hardware that is at end of life or support that was originally purchased in 2002. The current SAN hardware was last upgraded in 2013. Because of the growth of the enterprise applications (both in size and number) components of the SAN need to be enlarged.

Fiscal Impact**Budget Account**

Expense \$ 200,000.00

Various Accounts

Select \$

#

Select \$

#

Select \$

#

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

CHAN-PALMER, MAY

Study Session

Finance, Nov. 3, 2014

Division Director

DOLAN, PAM

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

WHALEY, HUNT

Accounting - pdolan@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - mlesense@spokanecity.org

Additional Approvals

Legal - hwhaley@spokanecity.org

Purchasing

WAHL, CONNIE

Taxes & Licenses

Purchasing - cwahl@spokanecity.org

IT - jhamilton@spokancity.org

crichmond@structured.com;

cschurter@structured.com

CONTRACT EXTENSION #1

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and STRUCTURED COMMUNICATION SYSTEMS, INC., whose address is 12901 SE 97th Avenue, Suite 400, Clackamas, Oregon 97015, as "Company".

WHEREAS, the parties entered into a Contract wherein the Company agreed to TAPE LIBRARY QUANTUM GOLD 7x24x4 SUPPORT FOR THE i6000 AND BRONZE 5x9Xnbd SUPPORT FOR THE SCALAR i500; and

WHEREAS, the Contact allows an additional three (3) one-year extensions and parties would like to extend the Contract for the first one-year Extension;

-- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated November 19, 2012 and December 17, 2012, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through October 31, 2015.
3. COMPENSATION. The City shall pay TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

STRUCTURED COMMUNICATION
SYSTEMS, INC.

E-Mail address, if available:

By: _____
Title: _____

14-613

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	OPR 2014-0772
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	COMMUNITY, HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	M SHARTS X6325
<u>Contact E-Mail</u>	MSHARTS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 PROCLAIM LIBERTY

Agenda Wording

Loan Agreement & other documents with Proclaim Liberty (Spokane, WA) for rehabilitation of Liberty Park Terrace, a 48-unit apartment complex at 1411 E Hartson - \$203,007) HOME funds (East Central neighborhood)

Summary (Background)

The City receives HOME grants from HUD for rental housing projects affordable to low-income households. The loan agreement requires that 7 units (3 2-brm & 4 3-bdrm) benefit households at or below 30% of the area median income for at least 10 (and up to 22) years. The \$203,007 loan will be deferred 2 years and repaid over 20 years. Financing includes a bond-financed bank loan and County 2060 loan. All units are rent-restricted and have HUD project-based rent subsidies.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 203,007	# 1710 95844 59210 54201 99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLARD, JERRIE	<u>Study Session</u>	PCED 6/2/14
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	CHHS Bd 5/7/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	jphillips	
<u>For the Mayor</u>	SANDERS, THERESA	afagerland	
<u>Additional Approvals</u>		jstapleton	
<u>Purchasing</u>		msharts	
		shannonm@khco.com	
		mlesesne	

PROPOSED BUDGET
PROCLAIM LIBERTY
LIBERTY PARK TERRACE APARTMENTS

1411 East Hartson Avenue
Rehabilitation of 48-unit apartment complex with 2- and 3-bedroom units

Closing/title/financing	3,500	Inland NW Bank	1,160,000
Construction	925,198	County 2060	254,000
Construction contingency (9.6%)	111,682	Owner	45,870
Sales tax	53,183		
Accessory building	49,225		
Site/infrastructure	220,707		
Bond premium	10,802		
Architect	92,000	City HOME funds	203,007
Consultant fee	47,805		
Lead risk assessment	11,600		
Appraisal	4,000		
RE taxes/insurance	40,610		
Legal	16,000		
Financing costs	28,760		
Consultant fee	47,805		
Subtotal	1,568,195		
Developer fee (3% of total)	47,805		
TOTAL	1,662,877	TOTAL	1,662,877

Projected work includes: conversion of 2 units into accessible units; exterior work (roofing, soffits, fascia, siding (hardi-plank and hardi-board or shingle), windows, stair and balcony railings, slider doors, entry doors, stairs, decks); electrical work (new meter centers, panel boards and feeders, lighting controls, replacing switches and receptacles); site and landscaping work (replacing fence around playground, masonry dumpster enclosures, tree removal, irrigation system replacement, drainage, fence repairs); parking repaving and ADA parking; construction of a small building (480 sf) for a management office; and laundry room renovation to meet accessibility requirements.

BRIEFING PAPER
City of Spokane
Planning, Community & Economic Development Committee
June 2, 2014

Subject

Affordable rental housing projects, which have been allocated federal HOME funds through the Community, Housing, and Human Services Dept. and will come before City Council in 2014.

Background

The City receives federal funds from the U. S. Department of Housing and Urban Development (HUD) through its HOME Investment Partnerships Program (HOME), which is administered by the Community, Housing, and Human Services Dept. Eligible uses include the construction, rehabilitation, and acquisition of rental properties, which are affordable to low-income tenants. Eligible recipients include for-profit and non-profit housing providers and housing authorities. Some funding is restricted to non-profits designated as Community Housing Development Organizations (CHDO).

Following an RFP process and reviews by its Affordable Housing & Real Estate Portfolio subcommittee, the Community, Housing, & Human Services Board (CHHS Board) recommends four projects for allocations of HOME funds. On 4/24/14, the CHHS Board allocated CHDO set aside funds to one project and, on 5/7/14, it allocated non-CHDO funds to three projects. The four projects are included in the attached table, which shows proposed projects and projects that are currently underway. The pending projects are:

- The Boone 5-plex replaces a 5-plex that was irreparably damaged by fire. The \$125,000 in HOME funds will cover costs not covered by insurance proceeds and enable the owner to upgrade materials and meet WA State Evergreen Sustainable Development Standards. Prior funding with low-income housing tax credits limits affordability to households at or below 45% of area median income (AMI). All units will be HOME units. Spokane Housing Ventures manages the property and owns the partnership interests of the project owner, Casas Salvadas Limited Partnership.
- Liberty Park Terrace is an apartment complex with 24 two-bedroom and 24 three-bedroom units. It was constructed in 1971 with a HUD loan that has paid off. The project has project-based rental assistance. Work includes energy efficiency upgrades, exterior work, and conversion of two units to full accessibility. The \$203,007 HOME loan supplements a bank loan financed with housing bonds and 2060 funds from Spokane County. Under the City's program, 7 units will be affordable to households at or

below 30% AMI. Proclaim Liberty is a nonprofit that was formed to own the project. Liberty Park Terrace is managed by Kiemle & Hagood.

- Garfield Apartments is a 10-unit project with 2 one-bedroom, 2 two-bedroom, and 6 three-bedroom units. Of the 7 HOME units, 3 will be affordable to households at or below 30% AMI and 4 will be affordable to households at or below 50% AMI. The City loan is for \$400,000; a bank loan and owner funds will provide the remaining financing. Konstantin and Tatyana Vasilenko will own and manage the units.
- Sharp Residence is a 4-bedroom single family home that will be affordable to households at or below 50% AMI. The City loan is for \$100,000; a bank loan and owner funds will provide the remaining financing. C&H Duplexes, LLC will own and manage the house.

Impact

Three of the proposed projects will construct a total of 16 units and one will rehabilitate 48 units. The targeted income levels range from 30% to 60% of AMI. Ten of the 20 HOME units will serve households at or below 30% AMI. The HOME units include 1 studio, 4 one-bedroom units, 6 two-bedroom units, 8 three-bedroom units, and 1 four-bedroom unit. The rehabilitation project has project-based rent subsidies. All projects are in established neighborhoods with good bus service.

Action

Loan documents relating to the Boone 5-plex, Liberty Park Terrace Apartments, Garfield Apartments, and Sharp Residence will be before the Council for action before the end of the year.

Funding

The HUD program began in 1992 and the City's annual allocation of HOME funds ranged from \$1.4 to \$1.8 million from 1995 to 2011, and was reduced to under \$1 million in 2012-2014. HOME's eligible uses include: rental housing (acquisition, rehabilitation, or construction), single family housing rehabilitation, tenant-based rental assistance, and homebuyer assistance.

HOME is subject to a number of federal requirements and regulations. The catalogue of Federal Domestic Assistance Number (CFDA) is 14.239. More information is at:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/>.

Most uses of HOME funds require a 25% match from non-federal sources. The match requirement is evaluated at the program level, not the level of each project. Thus far, the City has easily met the program match requirement.

**HOME-FUNDED RENTAL PROJECTS
PROPOSED AND UNDERWAY**

Pending (allocations recommended for approval by Community, Housing & Human Services Board)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	Allocation date	CHHS Board approval
Sharp Residence 2808 E Sharp (Chief Garry Park)	C&H Duplexes, LLC	For-profit	\$80,000	\$151,731	0.9	1	1 4bd/1,773 sf	\$151,731	\$86	VLI-50	May-14	5/16/2014
Liberty Park Terrace 1411 E Harrison (East Central)	Proclaim Liberty	Non-profit	\$203,007	\$1,616,000	7.0	48	24 2bd/753sf 24 3bd/934sf	\$33,667	\$40	ELI, VLI-50	May-14	5/16/2014
Boone 5-plex (Casas Salvadas) 1024 W Boone (West Central)	Casas Salvadas Limited Partnership/Spokane Housing Ventures	Non-profit	\$125,000	\$593,000	3.7	5	1 0bd/263 sf 2 1bd/738 sf 2 2bd/1,136 sf	\$118,600	\$247	VLI-45	Apr-14	5/7/2014
Garfield Apts. 532 S Garfield (East Central)	Vasilenko	For-profit	\$400,000	\$651,960	0.6	10	2 1bd/671 sf 2 2bd/956 sf 6 3bd/1,186 sf	\$65,196	\$71	ELI, VLI-50, MKT	May-14	5/16/2014
Total			\$808,007	\$3,012,691	2.7	64						

Previously Approved by City Council (Underway)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type/ approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	Allocation date	Council approval
Clare View Seniors 3214 E 44th (Southgate)	Clare View Seniors Apts LP/ Spokane Housing Ventures	Non-profit sponsor/ for-profit owner, LIHTC	\$400,000	\$1,051,214	26.6	61	10 1bd/641sf 50 2bd/870sf	\$181,167	\$166	ELI, VLI-40, LI-60	Oct-11	2012-7-47 10/1/2012
Pioneer Park Place 424 W 7th (Downtown/City Cannon)	Pioneer Park Place GP LLC/ Community Frameworks	Non-profit sponsor/ for-profit owner, LIHTC, HUD 811	\$262,000	\$6,398,220	23.4	29	1 1mgr 20 1bd/520-690sf 8 2bd/715-720sf	\$220,628	\$242	ELI, VLI-40, VLI-50, LI-60	Oct-11	2013-0073 2/4/2013
Sprague Union Terrace 1420-24 E Sprague (East Central)	Inland Empire Residential Resources	Non-profit	\$500,000	\$7,269,806	13.5	37	5 stu/400sf 29 1bd/575-585sf 3 2bd/995sf	\$196,481	\$193	ELI, VLI-50	May-11	2012-221 *6/20/2011 3/26/2012
The Delaney 242 W Riverside (Downtown)	Catholic Housing Services of Eastern Washington	Non-profit sponsor/ for-profit owner, LIHTC	\$300,000	\$7,566,586	24.2	71	70 1bd/414-440 sf 1 1mgr	\$106,572	\$133	ELI, VLI-40, VLI-60	Nov-12	2013-611 8/19/13
Lilac Plaza 7007 N Wiscumb (Nevada Lidenwood)	Spokane Baptist Association Homes	Non-profit sponsor/ for-profit owner, LIHTC	\$300,000	\$13,326,833	43.4	175	126 stu/360-440sf 49 1bd/470-612sf	\$76,153	\$107	ELI, VLI-50, mkt	Nov-12	2013-685 9/30/13
Luhn House 2236 W Pacific (Browne's Addition)	Volunteers of America	Non-profit	\$37,500	\$235,000	5.3	1	1 6bd/4379sf	\$235,000	\$54	ELI, VLI-50	Oct-11	minor contract 4/15/13
Total			\$1,799,500	\$45,847,659	24.5	374						

Income levels relate to Spokane area median income (AMI):

Extremely low-income (ELI)
Very low-income (VLI-45)
Very low-income (VLI-50)
Very low-income (VLI-60)
Market (MKT)

Household income at or below 30% AMI.
Household income at or below 45% AMI.
Household income at or below 50% AMI.
Household income at or below 60% AMI.
Unrestricted income.

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CHECK title of documents in V.A.

OPR #2014-_____

**CITY OF SPOKANE
PROCLAIM LIBERTY**

LIBERTY PARK TERRACE APARTMENTS

HOME PROGRAM LOAN AGREEMENT

This HOME Program Loan Agreement (the "Loan Agreement") is made effective this ____ day of _____, 2014 ("Effective Date"), by and between the City of Spokane, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing and Human Services Department (the "Department"), 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, and Proclaim Liberty, a Washington nonprofit corporation, (the "Borrower"), whose address is c/o Kiemle & Hagood Company, 601 W Main, Suite 315, Spokane, WA 99201. Borrower and City are together referenced as the "Parties". This Loan Agreement is part of a transaction further reflected in a Promissory Note (the "Note") and a HOME Program Loan Covenant Agreement ("Covenant Agreement"). The City's disbursements under the Loan Agreement are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said documents shall have the same meaning in this Loan Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

WITNESSETH: The Parties hereby agree to diligently fulfill the following duties and to perform the following services in accordance with all of the conditions, terms, and requirements of this Loan Agreement.

I. PURPOSE

- A. The purpose of this Loan Agreement is to expand the supply of decent, safe, sanitary, and affordable housing for very low-income households pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq., CFDA #14.239) ("HOME").
- B. To accomplish the purpose of this Loan Agreement, the City shall provide a portion of the financing for the Borrower's rehabilitation of the Liberty Park Terrace Apartments, a 48-unit apartment complex 1411 East Hartson Avenue in Spokane, WA (the "Project"). The legal description of the Project is:

LOTS 1 THROUGH 7, BLOCK 7; LOTS 1 THROUGH 7, BLOCK 8;
CELESTA PARK, ACCORDING TO PLAT RECORDED IN VOLUME
"A" OF PLATS, PAGE 209;

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ALSO VACATED STRIP 60 FEET WIDE LYING NORTH OF AND
ADJOINING SAID LOTS IN BLOCK 8;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE,
STATE OF WASHINGTON.

Assessor's Parcel Number: 35212.2914

Property Address: 1411 East Hartson Avenue, Spokane, WA
99202

The Project includes 7 HOME-assisted units, as follows: three two-bedroom units and four three-bedroom units designated as floating HOME units. Borrower shall provide the City with the address (e.g., street address and apartment number) of each HOME assisted unit no later than the time of initial occupancy. If the Project includes floating units, the units originally designated as HOME-assisted may change over time, but the number of HOME-assisted units, for purposes of this Loan Agreement and Related Documents, shall never be less than the number designated in this section, and any replacement units must be comparable in size, features, and number of bedrooms to those units originally identified as HOME-assisted in this section.

Upon completion, at least _____ (#) units in the project shall be accessible to individuals with mobility impairments and _____ (#) additional unit(s) shall be accessible to individuals with sensory impairments pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

- C. The Project is expected to conform to the estimates noted in the Project Budget, attached hereto as "Attachment 1" and incorporated herein. All additional costs over and above the sum noted as compensation for this Loan Agreement shall be borne by the Borrower.

II. DURATION OF THE LOAN AGREEMENT

This Loan Agreement shall commence and be effective on the Effective Date and shall terminate on the later of the end of the HOME Affordability Period or full repayment and/or forgiveness of sums due under the Note. The City and Borrower, upon mutual agreement, shall have the power to extend the term of this Loan Agreement. Any extension shall not increase the overall dollar amount loaned by the City pursuant to this Loan Agreement.

III. AMOUNT OF LOAN

The City shall loan the Borrower a sum not to exceed of TWO HUNDRED THREE THOUSAND SEVEN AND NO/100 DOLLARS (\$203,007.00) from HOME funds, to be disbursed as provided herein, subject to the terms and conditions of this Loan Agreement and Related Documents.

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IV. PRICING

This loan is subject to interest on the outstanding principal balance loaned at the rate of one percent (1%) per annum, such interest commencing on the time of disbursement(s) and compounding monthly during the Affordability Period. Payments shall be made pursuant to the Note and Section XV herein below. If rents for any HOME-assisted in the Project are increased above the level of the Affordability Requirements defined in this Loan Agreement or any other provisions, covenants, terms, conditions or restrictions of this Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%) for the remaining term of the loan, compounded monthly, and may be subject to accelerated repayment pursuant to XV.B. herein below.

V. SECURITY/SUPPORT

- A. Borrower shall assure and maintain the City's security position on the underlying real estate as evidenced by the Deed of Trust, which will be subordinate only to the following (if any): Deed of Trust of Inland Northwest Bank and the deed of trust and regulatory agreement of the County of Spokane. The sum of all loans against the Project, including the City's, cannot exceed ninety percent (90%) of appraised estimated value upon completion.
- B. The Affordability Requirement outlined in this Loan Agreement shall be recorded as a **covenant running with the Project**, and shall apply without regard to the term of any loan or mortgage or transfer of ownership.
- C. Borrower shall keep in force, continuously, insurance covering the Project and property legally described above, listing the City of Spokane as policy beneficiary, pursuant to Section IX of this Loan Agreement.

VI. FUNDING DISBURSEMENTS

- A. The timing and disbursement of HOME funds shall be determined by the City in its sole discretion, consistent with the provisions of this Loan Agreement. Without limiting the foregoing, funding disbursements are subject to the following conditions:
 - 1. City HOME funds shall be disbursed only after completion of all requirements imposed by the United States Department of Housing and Urban Development ("HUD"), as determined by the City in its sole discretion, and upon completion of an environmental review by the City.
 - 2. All loaned funds must be utilized within twelve (12) months from the date this Loan Agreement is executed.
 - 3. Borrower may not request disbursement of funds until needed for payment of eligible project costs, as defined by 24 CFR §92.206 and as

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further defined in the Program Description of the City's Multifamily Housing Program, and the amount of each request must be limited to the amount needed. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups may be reimbursed if they were incurred not more than 24 months before the date of this Loan Agreement. In case of a dispute between the Parties regarding when the funds shall be disbursed, the determination of the Director of the Department of Community, Housing, and Human Services of the City of Spokane ("Director") shall govern.

- B. Notwithstanding any other provision of this Loan Agreement, except as approved by the City, prior to the drawdown or disbursement of any City HOME funds hereunder, the Borrower shall provide documentation, in a form reasonably acceptable to the City, that the following actions have been taken to the City's satisfaction:
1. Recording of the Covenant Agreement and Deed of Trust.
 2. The Borrower has in place all applicable construction, land use, environmental, zoning permits and/or other federal, state and local governmental approvals as necessary for undertaking the activity for which the specific draw request is to be used.
 3. For projects including acquisition of land and/or buildings, an appropriate assessment of fair market value must be reviewed and approved by the City.
 4. Notwithstanding any provision in this Loan Agreement, the Borrower and the City hereto agree and acknowledge that Borrower shall not be entitled to any drawdown or disbursement of funds until satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development ("HUD") under 24 CFR Part 58. The Borrower and the City further agree that the provision of any funds to the Project shall be conditioned upon the City's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review. The Borrower shall not spend any funds on physical or choice-limiting actions, including property acquisitions, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance as described herein. Violation of this provision may result in the denial of any funds under this Loan Agreement. The Borrower shall perform all the required mitigation measures referenced in the environmental review record completed by the City.
 5. As applicable, the Borrower shall demonstrate, to the City's satisfaction, full compliance with the minimum wage requirements set forth in Section XVIII herein below.
- D. Notwithstanding the foregoing, a retainage of ten percent (10%) of the total amount allocated under this Loan Agreement shall be held by the City until all permits have been received, final inspections are complete, a final Certificate of Occupancy is issued, the Borrower accepts the work, federal requirements are

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fully satisfied, and all other obligations under this Loan Agreement or related agreements are carried out to the satisfaction of the Director.

VII. INCOME DETERMINATIONS

- A. For purposes of this Loan Agreement, tenant “annual income” is defined pursuant to 24 CFR §92.203, and includes income from all persons in the household, less income adjustments pursuant to 24 CFR §5.611. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 CFR 5.612.
- B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR §92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR §92.203 and 24 CFR §92.252(h).
- C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements.

VIII. AFFORDABILITY REQUIREMENTS

- A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR §92.252, is ten (10) years, beginning after Project Completion, as determined by the Director. “Project Completion” means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR §92, including the property standards under 24 CFR §92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), Project Completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.
- B. City Affordability Period. The City Affordability Period is twenty-two (22) years, beginning after Project Completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the “Affordability Period.” Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with Affordability Requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Note.
- C. Rent Limit. During the Affordability Period, tenant-paid rents on the seven (7) HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of Spokane

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area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. These units shall include three (3) two-bedroom units and four (4) three-bedroom units. Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HOME rents for the Project as established by HUD is attached to this Loan Agreement as Attachment 2. The adjustment for tenant-paid utilities and tenant-supplied appliances is based upon the Section 8 existing housing allowance for tenant-furnished utilities and other services as published annually by HUD and issued by the Spokane Housing Authority or twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing & Human Services Department.

However, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits) in accordance with this Loan Agreement and §92.252(f)(2). Owners must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year.

- D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.
- E. Rents can be increased above the maximum limits described above after expiration of the HOME Affordability Period, but the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Note.
- F. Income Limit. At initial occupancy, tenants of all seven (7) of the HOME-assisted units shall have incomes not greater than thirty percent (30%) of AMI. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent.

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- G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.
- H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.
- I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.
- J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. The City further reserves the right to revive any affordability restrictions according to the original terms of this Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

IX. INSURANCE

The Borrower shall keep the Project and all improvements now existing or hereafter erected thereon continuously insured as required in the Deed of Trust, the Note and the Covenant Agreement and this Loan Agreement, naming the City as mortgagee and/or loss payee. The insurance requirements apply during the Affordability Period, or during any such time as there are outstanding sums due under the Note, whichever is longer.

X. PROPERTY STANDARDS

- A. All HOME-assisted housing under this Loan Agreement shall meet all applicable Federal, State and local code requirements and housing quality standards, rehabilitation standards, ordinances and zoning ordinances at the time of Project completion and for the duration of the Affordability Period. Where relevant, the housing must be constructed to mitigate the impact of potential

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disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with applicable State and local codes, ordinances, or other State and local requirements, or such other requirements as HUD may establish).

- B. Any accessible HOME-assisted housing units under this Loan Agreement shall, for the duration of the Affordability Period, meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). The foregoing shall not be interpreted as limiting Borrower's obligation to comply with accessibility requirements applicable to the Project as whole.

- C. The Borrower shall comply with the provisions of 24 CFR §92.251.

XI. ADDITIONAL MISCELLANEOUS COVENANTS

Borrower shall:

- A. Comply with the Affordability Requirements described in this Loan Agreement and related documents.
- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records, and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.
- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under this Loan Agreement or as approved of by the Director in writing. The Director may withhold such approval at his/her reasonable discretion.
- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of this Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.

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- H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor).
- I. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Loan Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. The City's costs to administer Davis-Bacon Federal Labor Standards, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.
- J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.
- K. Maintain housing in compliance with HUD Section 8 Housing Quality Standards and local code requirements throughout the term of this Loan Agreement.
- L. Upon Project completion, the Project shall complete the final inspections and obtain final approvals on all construction permits, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet HUD Section 8 Housing Quality Standards, minimum rehabilitation standards, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.
- M. Cause each of the seven (7) HOME-assisted units to be occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME-assisted units are not occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City \$29,001.00/unit for each such unit within thirty (30) days of the City's written

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request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., \$203,007 HOME dollars/7 HOME units.

The Borrower shall cause the Covenant Agreement (which shall contain the foregoing covenants) to be recorded as a covenant running with the land.

XII. PROJECT TIMETABLE

- A. The Borrower agrees to complete work required in accordance with the timetable set forth in Attachment 3. Timely completion of the work is an integral and essential part of performance. The expenditure of HOME funds is subject to Federal deadlines and failure to meet deadlines could result in the loss of the Federal funds. By the acceptance and execution of this Loan Agreement, the Borrower agrees that the Project will be completed as expeditiously as possible and make every effort to ensure the project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this contract and revocation of HOME funds. Since it is mutually agreed that time is of the essence, the Borrower shall cause appropriate provisions to be included in all contracts or subcontracts relative to the work tasks in Attachment 4. It is intended that such provisions included in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Borrower and its successors and assigns to the project or any part thereof or any interest therein.
- B. In the event the Borrower is unable to meet the above schedule or complete the above services due to delays resulting from Acts of God, untimely review and approval by the City and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by the Borrower, the City shall grant a reasonable extension of time for completion of the work. It shall be the responsibility of the Borrower to notify the City promptly in writing whenever a delay is anticipated or experienced, and to inform the City of all facts and delays related to the delay.

XIII. DEFAULT

- A. The following shall be considered "Events of Default" for purposes of this Loan Agreement:
1. Failure of Borrower to make any principal and interest payment within fifteen (15) days after such payment is due.
 2. Failure to perform, observe or comply with the Affordability Requirements, Income Determinations, or any other provisions, related covenants, terms, conditions or restrictions of this Loan Agreement or any agreement relating to the Project (i.e., the occurrence of an event of default under other indebtedness secured by the Project property) or any part thereof, and failure to fully cure the same within the period of time,

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if any, permitted for cure and, if no period for cure is otherwise provided for, within sixty (60) days of written notice from the City of such failure, requesting the same to be remedied; provided, after a second non-compliance of any provision in a five- (5-) year period, only fourteen (14) days written notice is needed.

3. Failure to perform required maintenance or performance of any act by Borrower which would, in the City's reasonable opinion, adversely affect the value of the Project.
4. Sale, transfer, lease, or other conveyance of the Project or any portion thereof, including assumptions and subordinations, without obtaining the prior written consent of the Director.
5. Filing a voluntary or involuntary petition not dismissed within ninety (90) days after filing under the United States Bankruptcy Code by or against the Borrower.
6. Any representation, warranty or disclosure made to the City or any other Project lender which proves to be materially false or misleading as of the date made, whether or not such representation, warranty or disclosure appears in this Loan Agreement.
7. Failure to maintain and keep in force adequate amounts of insurance as is usual in the business carried on by the Borrower, or as required herein.
8. Without limiting any of the foregoing, Borrower's failure to comply with the minimum wage requirements set forth in Section XVIII of this Loan Agreement.

XIV. REMEDIES

- A. Upon the occurrence of an event of default not timely cured after notice, the City may, in addition to any other remedies which the City may have hereunder or under this Loan Agreement or by law or equity, at its option and upon written notice to the Borrower, take any or all of the following actions:
 1. Immediately terminate any further advance of loan funds.
 2. Declare the debt incurred hereunder and under the Related Documents immediately due and payable and commence collection proceedings against the Borrower.
 3. Seek judicial appointment of a receiver.
 4. Foreclose under the security documents or instruments, judicially or non-judicially.

5. File suit against the Borrower.
 6. Seek specific performance or injunctive relief to enforce performance of the undertakings, duties, and agreements provided in this Loan Agreement or any related security document or instrument, whether or not a remedy at law exists or is adequate.
- B. All remedies of the City provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law or in equity or by this Loan Agreement. The exercise of any right or remedy by the City shall not in any way constitute a cure or waiver of default under this Loan Agreement or any other related Project agreement, or invalidate any act done pursuant to any notice of default, or prejudice the City in the exercise of any of its rights unless, in the exercise of such rights, the City realizes all amounts owed to it by the Borrower.
- C. A failure to declare or a delay in declaring a default shall not constitute a waiver of any rights or remedies or excuse any failure by the Borrower to strictly comply with its obligations under this Loan Agreement or any other related Project agreement or document.

XV. REPAYMENT

- A. Payment of principal and interest shall be deferred during the HOME Affordability Period.
- B. Following the HOME Affordability Period, and during the remaining City Affordability Period, this loan may be eligible for debt forgiveness. In exchange for complying with the Affordability Requirements during that period of the City Affordability that extends beyond the HOME Affordability Period (the "Forgiveness Period"), the principal and interest may be forgiven for each year of the Forgiveness Period, until it is fully forgiven or paid at the end of the Affordability Period. If, at the end of each year during Forgiveness Period, the Borrower has complied, for that year, with the Affordability Requirements of this Loan Agreement and the Covenant Agreement and is in compliance with all other provisions of this Loan Agreement and Related Documents, then the loan payments shall be forgiven for that year; provided, no payments shall be forgiven for affordability periods of less than one (1) year. The amount of the annual loan forgiveness shall be the sum of twelve monthly payments; the monthly payments will be in an amount sufficient to amortize the principal and interest over the remaining term of the Affordability Period. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, the Project will not comply with the Affordability Requirements, at which time any and all outstanding balance would become immediately due and payable in full.

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- C. If Borrower elects not to comply with the Affordability Requirements beyond the end of the HOME Affordability Period, repayment of principal and interest shall be made monthly in an amount sufficient to amortize the loan over the remaining term of the Affordability Period.
- D. Repayment during the HOME Affordability Period described in Paragraph VIII.A of this Loan Agreement shall not extinguish the Affordability Requirements.
- E. Payment of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as the City may designate to Borrower in writing.

XVI. NONDISCRIMINATION/RENT SUBSIDY

Neither the Borrower nor any of its agents shall refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

XVII. FAITH-BASED ACTIVITIES AND ORGANIZATIONS

- A. Borrower, in providing services supported in whole or in part with HOME program funds, shall not discriminate against current or prospective program beneficiaries (i.e., tenants) on the basis of religion, a religious belief, or a refusal to attend or participate in a religious practice.
- B. If Borrower engages in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, Borrower must perform such activities and offer such services outside of and separately in time or location, from the activities or programs financed under this Loan Agreement, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services (i.e., tenants).
- C. Whether or not Borrower is a faith-based organization, it may use the loan proceeds provided under this Loan Agreement as provided under relevant regulations and this Loan Agreement without impairing its independence, autonomy, expression of religious beliefs, or religious character. Borrower will retain its independence from Federal, State, and local government, and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship,

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religious instruction, or proselytization, or any manner prohibited by law. Borrower may use space in their facilities to provide program-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, Borrower retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- D. The loan proceeds provided to Borrower pursuant to this Loan Agreement may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are or will be used for explicitly religious activities. Subject to other limitations in this Loan Agreement, loan proceeds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under HOME regulations. When a structure is or will be used for both eligible and explicitly religious activities, HOME funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to the HOME program. Sanctuaries, chapels, or other rooms that Borrower uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property after the term of the loan or grant, or any change in use of the property during the term of the loan or grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- E. This limitations in this Section XVII shall apply regardless whether the loan proceeds under this Loan Agreement includes local funds that the City has voluntarily contributed to supplement federally funded activities.

XVIII. COMPLIANCE WITH LAWS

- A. The Borrower shall comply with all HOME Program requirements as outlined in 24 CFR part 92 et seq., as may be amended from time to time.
- B. The Borrower shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601 et seq.), E.O. 11063 (3 CFR, 1959-1963 Comp., p. 652), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD regulations issued pursuant thereto.
- C. The Borrower shall comply with the nondiscrimination and equal opportunity, disclosure requirements, debarred, suspended or ineligible contractors, and drug-free workplace, per 24 CFR §92.350.
- D. The Borrower shall comply with the affirmative marketing and minority outreach program of 24 CFR §92.351, and shall further comply with the tenant selection requirements set forth in 24 CFR 92.253(d).

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E. The Borrower shall comply with the National Environmental Policy Act of 1969, as outlined in 24 CFR 92.352 and Borrower agrees to implement City-identified conditions on safeguards to protect and enhance environmental quality or minimize adverse environmental impacts.

F. Minimum Wages.

1. Federal Labor Standards/Davis-Bacon Act ☐ Applicable ☒ Not Applicable. If the "Applicable" box is checked, the following provisions apply:

- a. The Borrower shall pay prevailing wages, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of the Project; provided, in the event the Project is subject to state minimum wage requirements, and if the state minimum wage rate exceeds the Department of Labor rate, the conflict will be resolved by applying the higher rate.
- b. All contracts relating to the Project shall contain a provision requiring the payment of such wages, as predetermined by the Secretary of Labor under the Davis-Bacon Act, 40 USC 276(a) under wage decision [DECISION #], modification [MODIFICATION #], dated _____.
- c. The Borrower shall pay overtime, as applicable, pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
- d. The Borrower shall comply with all regulations issued under the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act, all Federal laws and regulations pertaining to labor standards, Federal Labor Standards, HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and 24 CFR §92.354, as applicable.
- e. The Borrower shall provide contracts with the prime contractor and major subcontractors as soon as these contracts are available and the contracts shall evidence compliance with Federal Labor Standards.
- f. These prevailing wage requirements do not apply to volunteers or sweat equity pursuant to 24 CFR §92.354(a) and (b).
- g. Borrower shall reimburse the City for all costs incurred by the City in administering Borrower's compliance with applicable Davis-Bacon, Federal Labor Standards, and Related Acts.

2. Labor Standards. If applicable, the Federal Labor Standards Provisions (HUD 4010) are attached as Attachment n.a.

3. State Minimum Wage. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.

DRAFT

- G. Conflict of Interest. The Borrower shall comply with the conflict of interest provisions prescribed in 24 CFR §92.356(f). During the Affordability Period, Borrower shall prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the Borrower), whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor).
- H. The Borrower shall comply with the equal employment opportunities for low- and very low-income persons pursuant to 24 CFR part 135.
- I. The Borrower shall comply with the Fair Housing Act as implemented by 24 CFR parts 100-115, as applicable.

XIX. TENANT AND PARTICIPANT PROTECTIONS

- A. There must be a written lease between the tenant and the Borrower that complies with 24 CFR 92.253 (Tenant Protections and Selection) and that is for a period of not less than one year, unless by mutual agreement between the tenant and the owner a shorter period is specified.
- B. Leases between the Borrower and a tenant shall not contain any of the following provisions:
 - 1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.
 - 2. Agreement by the tenant that Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the Borrower and tenant. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Borrower may dispose of this personal property in accordance with Washington state law.
 - 3. Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.
 - 4. Agreement by the tenant that the Borrower may institute a lawsuit against a tenant or affecting a tenant's interests without notice to tenant.
 - 5. Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the Borrower and tenant.

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6. Agreement by the tenant to waive any right to a trial by jury.
 7. Agreement by the tenant to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease; and,
 8. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
 9. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.
- C. Borrower may not terminate the tenancy or refuse to renew the lease of a tenant occupying a HOME-assisted unit except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing or failure to follow any required transitional housing supportive services plan; or for other good cause. Good cause does not include an increase in the tenant's income or refusal of the tenant to purchase the housing. To terminate or refuse to renew tenancy, Borrower must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of tenancy.
- D. Borrower shall adopt and follow written tenant selection policies and criteria that:
1. Limit the HOME-assisted units to very low-income and low-income families;
 2. Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing, not to interfere with the rights and quiet enjoyment of other tenants);
 3. Limit eligibility or give a preference to a particular segment of the population if otherwise permitted in this Loan Agreement (and only if the limitation or preference is described in the City's consolidated plan).
- E. Borrower shall select tenants from a written waiting list in the chronological order of their application, insofar as is practicable, and give prompt written notification to any rejected applicant of the grounds for any rejection.
- F. Borrower shall not charge fees that are not customarily charged in rental housing (e.g., laundry room access fees), except that Borrower may charge: (i) reasonable application fees to prospective tenants; (ii) parking fees to tenants only if such fees are customary for rental projects in the neighborhood; and (iii) fees for services such as bus transportation or meals, as long as such services are voluntary and fees are charged for services provided.

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XX. TENANT PARTICIPATION PLAN

If the Borrower is a Community Housing Development Organization ("CHDO") as defined by 24 CFR 92.2, the Borrower shall adhere to a fair lease and grievance procedure approved by the City and shall provide a plan for and follow a program of tenant participation in management decisions pursuant to 24 CFR §92.303.

XXI. UNIFORM ADMINISTRATIVE REQUIREMENTS/PROJECT REQUIREMENTS

- A. The Borrower shall comply with the applicable uniform administrative requirements of 24 CFR §92.505 if the Borrower is organized as a non-profit organization.
- B. The Borrower shall comply with all applicable Project requirements of Subpart F of 24 CFR part 92 et seq.
- C. The Borrower shall maintain all tenant and Project records for the most recent five- (5-) year period until five (5) years after the Affordability Period, terminates. The Borrower shall permit the Department, the HUD, and the Comptroller General of the United States, or their authorized representatives, access to all books, records, and papers of the Borrower pertinent to the Project. The Borrower shall keep and retain records sufficient to document invoices of all expenditures, project beneficiary data, and all other records required to be kept pursuant to 24 CFR §92.508.
- D. The Borrower shall permit the Department, HUD, the Comptroller General of the United States, or their authorized representatives, site visits at all times upon reasonable notice throughout the Affordability Period.

XXII. ASSIGNMENT

The Borrower shall not assign, transfer, subordinate or sublet any obligation of this Loan Agreement nor shall it sell or otherwise transfer any property subject to this Loan Agreement without prior written consent of the Director, who may withhold consent at his/her discretion. The provisions of this Loan Agreement shall apply to all persons or entities performing obligations set forth by this Loan Agreement, including approved persons or entities to whom or to which the Borrower assigns, transfers, or sublets services as above. Such approved persons or entities shall be subject to the provisions for faith-based activities and organizations as outlined in this Loan Agreement, as applicable.

XXIII. HAZARDOUS SUBSTANCES/REPRESENTATIONS AND WARRANTIES

- A. The Borrower shall not cause or permit the presence, use, disposal, storage, or release of any "Hazardous Substances" (as defined below) on or in the Property. The Borrower shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Property when such act constitutes a

DRAFT

violation of any federal, state or local Environmental Law, ordinance or rule. As used in this provision, "Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

- B. The Borrower shall promptly give the City written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law of which the Borrower has actual knowledge. If the Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, the Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.
- C. The Borrower hereby represents and warrants that, to the best of the Borrower's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. To the best of Borrower's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Project, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. The Borrower has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Borrower represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection

DRAFT

Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any “infectious waste” as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Borrower is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls (“PCBs”) and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

XXIV. DEBARMENT AND SUSPENSION

The Borrower shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. Additionally, the Borrower shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/ subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the System for Award Management (<https://www.sam.gov>), the City has determined, as of the date of this contract that the Borrower is not excluded from federal procurement and non-procurement programs. The Borrower has provided in Attachment 4 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.

XXV. ANTI-LOBBYING

Borrower certifies that, to the best of Borrower’s knowledge and belief:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this loan;
- B. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with this loan, Borrower shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying” in accordance with its instruction; and
- C. Borrower shall require that the language of paragraphs A and B of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

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and cooperative agreements) and that all such subrecipients shall certify and disclose accordingly.

XXVI. SEVERABILITY

The invalidity of any clause, part or provision of this Loan Agreement shall not affect the validity of the remaining portions thereof.

XXVII. NOTICES

All notices given pursuant to this Loan Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the Parties hereto at the addresses set forth below, or to such other place as a Party may from time to time designate in writing:

City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3339

Proclaim Liberty
c/o Kiemle & Hagood Company
601 W Main, Suite 315
Spokane, WA 99201

XXVIII. INDEMNIFICATION

The Borrower shall protect, defend, indemnify, and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Borrower, its officers, employees or agents, in its performance and/or non-performance of its obligations under this Loan Agreement. The Borrower agrees that its obligations under this indemnification shall extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. ***This agreement to indemnify is a separate agreement, shall survive any foreclosure action, attempted transfer or the like, is a legal obligation of the Borrower and action may be brought thereon independently of any other remedy at law or provided for herein.***

XXVIX. TERMINATION

In accordance with 24 CFR §85.43, this Loan Agreement may be suspended or terminated if the Borrower materially fails to comply with any term of this Loan Agreement. This Loan Agreement may be terminated for convenience in accordance with 24 CFR §85.44.

XXX. EXECUTION IN COUNTERPARTS

This Loan Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the Effective Date.

By: _____
John F. Carter, President

STATE OF WASHINGTON)
) ss.
County of Spokane)

GIVEN under my hand and official seal the day and year in this certificate above written.

Loan Agreement - 22 of 27

DRAFT

ATTACHMENT 1
PROPOSED BUDGET

PROCLAIM LIBERTY
LIBERTY PARK TERRACE APARTMENTS

1411 East Hartson Avenue

Rehabilitation of 48-unit apartment complex with 2- and 3-bedroom units

Closing/title/financing	3,500	Inland NW Bank	1,160,000
Construction	925,198	County 2060	254,000
Construction contingency (9.6%)	111,682	Owner	45,870
Sales tax	53,183		
Accessory building	49,225		
Site/infrastructure	220,707		
Bond premium	10,802		
Architect	92,000	City HOME funds	203,007
Consultant fee	47,805		
Lead risk assessment	11,600		
Appraisal	4,000		
RE taxes/insurance	40,610		
Legal	16,000		
Financing costs	28,760		
Consultant fee	47,805		
Subtotal	1,568,195		
Developer fee (3% of total)	47,805		
TOTAL	1,662,877	TOTAL	1,662,877

Projected work includes: conversion of 2 units into accessible units; exterior work (roofing, soffits, fascia, siding (hardi-plank and hardi-board or shingle), windows, stair and balcony railings, slider doors, entry doors, stairs, decks); electrical work (new meter centers, panel boards and feeders, lighting controls, replacing switches and receptacles); site and landscaping work (replacing fence around playground, masonry dumpster enclosures, tree removal, irrigation system replacement, drainage, fence repairs); parking repaving and ADA parking; construction of a small building (480 sf) for a management office; and laundry room renovation to meet accessibility requirements.

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Attachment 2
Initial Project Rents

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ATTACHMENT 3

TIMETABLE

Category	Milestone/Task	Projected completion Month Yr/Status
Site control	Project is already owned by Borrower.	Completed.
Financing	Funding awarded by all lenders.	Completed.
	Funding documented by bank and Finance Commission	November 2014.
	Bank loan and bond closing	November 2014
	Funding documented by City and County	November 2014
	City and County loan closing	December 2014
Design/Permits	Completion of inspections and work plan. Approval of construction plans.	November 2014.
	Building permits issued.	November 2014.
Construction	Begin construction.	November 2014.
	Completion of exterior envelope work.	
	Completion of unit work.	
	Completion of parking lot, other site work.	
	Complete construction.	Month year.
Occupancy	Units occupied.	30 days from project completion.

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ATTACHMENT 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Borrower) 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.

Where the undersigned is unable to certify to any of the statements in this contract, it shall attach an explanation to this contract.

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, unless authorized by the City.
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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
 5. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Proclaim Liberty</u> Name of Borrower (Type or Print)	<u>Liberty Park Terrace Apartments</u> Program Title (Type or Print)
<u>John F. Carter</u> Name of Certifying Official (Type or Print)	 Signature
<u>President</u> Title of Certifying Official (Type or Print)	 Date (Type or Print)

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**CITY OF SPOKANE
PROCLAIM LIBERTY**

LIBERTY PARK TERRACE APARTMENTS

PROMISSORY NOTE

OPR #2014-_____

Borrower: Proclaim Liberty
c/o Kiemle & Hagood Company
601 W Main, Suite 315
Spokane, WA 99201

Lender: City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

Principal: \$203,007.00

Date: _____

1. **PROMISE TO REPAY:** FOR VALUE RECEIVED, the undersigned Proclaim Liberty, hereinafter referred to as "Borrower", promises to repay to the order of the City of Spokane, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender") the maximum principal sum of TWO HUNDRED THREE THOUSAND SEVEN AND NO/100 DOLLARS (\$203,007.00) or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of providing a portion of the financing for the Borrower's rehabilitation of the Liberty Park Terrace Apartments, a 48-unit apartment complex, located at 1411 East Hartson Avenue in Spokane, WA (the "Project"). This Promissory Note (the "Note") is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement") and HOME Program Loan Covenant Agreement ("Covenant Agreement") of even date herewith. Lender's disbursements under the Loan Agreement and the Note are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. **INTEREST:** In addition to repayment of principal sums loaned, Borrower agrees to pay interest, compounded monthly, commencing on the date the money is first disbursed under the Loan Agreement, at the rate of one percent (1%) per annum. If rents for any HOME-assisted unit of the Project are raised above the level of the

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Affordability Requirement defined in the Loan Agreement, or any other provisions, covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to the prevailing prime lending rate as published in The Wall Street Journal, plus three percent (3%), compounded monthly, for the period of noncompliance, as determined by the Director of Community, Housing and Human Services for the City of Spokane (the "Director").

3. REPAYMENT; MATURITY:

A. Deferral Period: Payment of principal and interest shall be deferred for two years from the date of this note, so long as Borrower and the Project are in compliance with the Affordability Requirements per the terms of the Loan Agreement and Covenant Agreement together with all other provisions of this Note and Related Documents.

B. Payment Period: Principal and interest on this Note shall be payable in approximately equal amortized installments on the first day of each month (or the first business day thereafter if the first day of the month is a weekend or a holiday for the City), commencing two years from the date of this Note, in the amount required to fully amortize the outstanding principal and accrued interest on this Note (including the interest accrued) on this Note over twenty (20) years. During the Affordability Period, Borrower shall notify the City in writing if, for any reason, Borrower and/or the Project will not comply with the Affordability Requirements, at which time any remaining balance would become immediately due and payable in full.

C. Maturity Date: All outstanding principal of and unpaid interest on this Note is due and payable on _____, 2036 (the "Maturity Date").

D. Prepayment: The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty. Repayment during the HOME Affordability Period, as described in the Loan Agreement, shall not extinguish the Affordability Requirements.

E. Late Charges: A late charge of thirty dollars (\$30.00) will be added to any payment received after the 10th day of the month in which it is due in addition to any other remedy.

F. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

G. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate in writing according to the schedule noted above.

4. THIS NOTE IS secured by the Deed of Trust of even date herewith, duly filed for record in the County of Spokane, Washington.

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5. THIS LOAN IS made for the purpose of financing a portion of the costs of the rehabilitation of the property described in the Deed of Trust and Loan Agreement. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of this Note, the Deed of Trust, the Loan Agreement and associated Covenant Agreement, incorporated herein by reference as if fully set forth.

6. IF THE BORROWER SHALL default in the payment of any amount due under this Note, and such default is not cured within ten (10) days after such payment is due, or if any other Event of Default occurs under the Deed of Trust, the Loan Agreement or the Covenant Agreement and such default is not cured within the cure period, if any, applicable thereto, the entire unpaid principal amount of this Note, together with accrued interest, shall immediately become due and payable, at Lender's option, upon notice to the Borrower. Failure of Lender to exercise such option shall not constitute a waiver of default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower agrees to pay Lender's cost and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on judgments in the State of Washington.

7. IF THE BORROWER voluntarily sells, transfers, leases or otherwise conveys the Project or any portion thereof, to any person/persons or entity/entities (the "Transferee"), other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations), an Event of Default shall occur under the terms of this Note and the Related Documents unless the Borrower obtained prior written consent of the Director. The remedies provided for Default may be exercised at the discretion of the Director. An unauthorized transfer also occurs if Borrower grants a junior security interest without obtaining the prior written consent of the Director. Any sale, transfer, leasing or other disposition of the Project in violation of this Section 7 shall not relieve the Borrower of any obligation or obligations under this Note or any Related Document. The Borrower hereby agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Note and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Note or any Related Documents shall not be construed as a waiver of any kind. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

(a) reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

(b) an opinion of counsel for the Transferee, delivered to the City, to the effect that the Transferee (i) has assumed in writing and in full, all duties and obligations of the Borrower under this Note, the Loan Agreement and the Covenant Agreement, and (ii)

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that this Note and the Related Documents constitute the legal, valid and binding obligations of the Transferee;

(c) a showing that written assumption of the Transferee and/or the written agreement of the Transferee complies with all provisions of local, state and federal laws, ordinances and regulations applicable to the Borrower under this Note and Related Documents;

(d) a showing that the Borrower or the Transferee is not in arrears on any payments due and owing to the City or is in default under this Note or any of the Related Documents, beyond any applicable grace period or cure period;

(e) a showing that the Borrower or the Transferee do not have a history of instances of non-compliance with any non-monetary provision of this Note or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period; and/or,

(f) a showing that the Borrower or the Transferee do not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof.

8. THIS NOTE IS not assignable or assumable without the express written consent of the Lender.

9. EACH MAKER AND endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

10. SEVERABILITY: If any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

11. BORROWER RATIFIES and reaffirms all information previously submitted in Borrower's loan application or financial statement, and by signing this Note, Borrower represents and warrants to Lender that the information provided is true and correct and that there has been no adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.

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12. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

IN WITNESS WHEREOF, the Borrower executed this Promissory Note on this ____ day of _____, 2014.

PROCLAIM LIBERTY

By: _____
John F. Carter, President

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Note: Check document title and recording info for Priority Agreement on pg 2.

AFTER RECORDING MAIL TO:

City of Spokane

Department of Community, Housing and Human Services

808 W. Spokane Falls Blvd., Room 650

Spokane, WA 99201

OPR #2014-_____

**CITY OF SPOKANE
PROCLAIM LIBERTY**

LIBERTY PARK TERRACE APARTMENTS

DEED OF TRUST

Grantor: Proclaim Liberty, a Washington nonprofit corporation

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel No.: 35212.2914

Legal Description (abbreviated): LOTS 1 TO 7, BLOCK 7 & 8 CELESTA PARK
(See below for full legal description.)

THIS DEED OF TRUST, made this _____ day of _____, 2014, by and between Proclaim Liberty, a Washington nonprofit corporation referred to herein as GRANTOR, whose address is c/o Kiemle & Hagood Company, 601 W Main, Suite 315, Spokane, WA 99201, Inland Professional Title, LLC, TRUSTEE, whose address is 501 S. Bernard, 1st Floor, Spokane, WA 99204 and the City of Spokane, Washington, a Washington state municipal corporation, BENEFICIARY, whose address is City of Spokane, c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201.

This Deed of Trust is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement"), HOME Program Loan Covenant Agreement ("Covenant Agreement"), and Promissory Note, secured by this Deed of Trust. The terms of said agreements are incorporated into this Deed of Trust, and the capitalized terms in said agreements shall have the same meaning in this Deed of Trust unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to Beneficiary shall apply.

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WITNESSETH: Grantor hereby irrevocably grants and conveys to Trustee in trust, with power of sale, the following described real property (the "Property") in Spokane County, Washington:

LOTS 1 THROUGH 7, BLOCK 7; LOTS 1 THROUGH 7, BLOCK 8;
CELESTA PARK, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF
PLATS, PAGE 209;

ALSO VACATED STRIP 60 FEET WIDE LYING NORTH OF AND
ADJOINING SAID LOTS IN BLOCK 8;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF
WASHINGTON.

Assessor's Parcel Number: 35212.2914

Property Address: 1411 East Hartson Avenue, Spokane, WA 99202

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, easements, fixtures and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues, and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained and as further contained in the Loan Agreement, Covenant Agreement, and Promissory Note, secured by this Deed of Trust, and for the purpose of securing payment of the sum of TWO HUNDRED THREE THOUSAND SEVEN AND NO/100 DOLLARS (\$203,007.00) with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon. This Deed of Trust also secures to Beneficiary: (a) the payment of other sums, with interest, advanced to protect the security of this Deed of Trust; and (b) the performance of Grantor's covenants and agreements under this Deed of Trust and the Promissory Note, Covenant Agreement and Loan Agreement of even date herewith.

GRANTOR COVENANTS that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property that the Property is unencumbered, except for encumbrances of record. Grantor warrants and will defend the title to the Property against all claims and demands, subject to any prior encumbrances of record and encumbrances listed in the Priority Agreement recorded _____, 2014 under recording number _____.

COVENANTS: Grantor and Beneficiary covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Grantor shall promptly pay when due the principal of and interest on the

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debt evidenced by the Promissory Note and any late charges due under the Promissory Note.

2. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Beneficiary under Paragraph 1 shall be applied: first, to any late charges due under the Promissory Note; second, to interest; and third, to principal due under the Promissory Note.

3. CHARGES; LIENS. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which may attain priority over this Deed of Trust, including utility charges, whether or not reflected in a recorded lien. Grantor shall pay these obligations on time directly to the person or entity owed payment. Grantor shall promptly furnish to Beneficiary upon request copies of all notices of amounts to be paid under this Paragraph. If Grantor makes these payments directly, Grantor shall promptly furnish to Beneficiary upon request receipts evidencing the payments. Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless: (a) Grantor agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) Grantor contests in good faith the lien in legal proceedings, or defends against enforcement of the lien in legal proceedings, which, in the Beneficiary's opinion, operate to prevent the enforcement of the lien; or (c) Grantor secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust, or (d) Beneficiary has executed an agreement subordinating its interest. If Beneficiary determines that any part of the Property is subject to a lien, which may attain priority over this Deed of Trust, Beneficiary may give Grantor a notice identifying the lien. Grantor shall satisfy the lien or take one or more of the actions set forth above within ten business (10) days of the giving of the notice. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, recorded or unrecorded liens, encumbrances, or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Promissory Note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

4. HAZARD OR PROPERTY INSURANCE. A. Grantor shall keep the improvements now existing or hereafter erected on the Property continuously insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which the Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary requires in order to maintain adequate protection for the Property, but no act or omission by the Beneficiary shall relieve Grantor of the primary duty to procure adequate insurance. In no event shall such insurance be less than the full replacement cost of the Property (*i.e.*, 100% of replacement cost). The insurance carrier providing the insurance shall be chosen by the Grantor subject to Beneficiary's approval. All policies shall be held by the Beneficiary, and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. If Grantor fails to maintain coverage as described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property in accordance with Paragraph 7.

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B. All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and to Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

C. Unless Beneficiary and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened thereby. If the restoration or repair is not economically feasible or if Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property or does not answer within thirty (30) days notice from the Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may, in its sole discretion, use the proceeds to restore or repair the Property or to pay sums secured by this Deed of Trust, whether or not then due. The 30-day period will begin when the notice is given. Such application of proceeds by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

D. Unless Beneficiary and Grantor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of the payments. If under Paragraph 20, the Property is acquired by Beneficiary, Grantor's right to any insurance policies or proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

5. FLOOD INSURANCE. If the Property is located in a one hundred year FEMA Flood Zone, Grantor shall maintain flood insurance throughout the term of the Loan in an amount not less than the total amount of the Loan or the maximum amount of coverage available through the National Flood Insurance Program, furnishing proof of same upon request by Beneficiary.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; LOAN APPLICATION; LEASEHOLDS. Grantor shall cause the Property to be occupied, established, and used as decent, safe, sanitary and affordable housing for low-income families pursuant to the HOME Investment Partnerships Program (24 CFR part 92 et seq.) throughout the term of the loan as described in the Promissory Note and Covenant Agreement. Grantor covenants and agrees to keep the Property in good condition and repair, to permit no waste thereof, to complete any building, structure, or improvement being built now or hereafter thereon, to restore or replace promptly any building, structure, or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property. Grantor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Beneficiary's good faith

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judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or Beneficiary's security interest. Grantor may cure such a default and reinstate, as provided in Paragraph 17 by causing the action or proceeding to be dismissed with a ruling that, in Beneficiary's good faith determination, precludes forfeiture of Grantor's interest in the Property or other material impairment of the lien created by this Deed of Trust or Beneficiary's security interest. Grantor shall also be in default if Grantor, during the loan application process, gave materially false or inaccurate information or statements to Beneficiary (or failed to provide Beneficiary with any material information) in connection with the loan evidenced by the Promissory Note. If this Deed of Trust is on a leasehold, Grantor shall comply with all the provisions of the lease. If Grantor acquires fee title to the property, the leasehold and the fee title shall not merge unless Beneficiary agrees to the merger in writing.

7. PROTECTION OF BENEFICIARY'S RIGHTS IN THE PROPERTY. A. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, the Loan Agreement and/or the Covenant Agreement, or there is a legal proceeding which, in the Beneficiary's good faith judgment, may affect Beneficiary's rights in the Property (including but not limited to proceedings in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Beneficiary shall have the right to take whatever action it deems reasonably necessary and appropriate to protect the value of the Property and Beneficiary's rights in the Property. Although Beneficiary may take action under this Paragraph 7, Beneficiary is not obligated to do so.

B. Any amounts caused to be disbursed by Beneficiary under this Paragraph 7 shall become additional debt secured by this Deed of Trust. Unless Grantor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Promissory Note rate and shall be payable with interest upon notice from Beneficiary to Grantor requesting payment.

C. Grantor covenants and agrees to defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including the cost of title search and any and all attorney's fees actually incurred, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

D. Grantor further covenants and agrees to pay any and all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

8. INSPECTIONS. Beneficiary or its agent may make reasonable entries upon and inspections of the Property, subject to all applicable landlord/tenant laws. Beneficiary shall give Grantor notice at least 24 hours prior to an inspection; provided, however, such right to notice does not apply to Beneficiary when acting in its regulatory capacity or when exercising its police powers.

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9. CONDEMNATION. A. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust and other liens as approved by the Beneficiary, whether or not then due, with any excess paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the taking, unless Grantor and Beneficiary otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the proceeds multiplied by the following fraction: (i) the total amount of the sums secured immediately before the taking, divided by (ii) the fair market value of the Property immediately before the taking. Any balance shall be paid to Grantor. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Grantor and Beneficiary otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due.

B. If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, and Grantor fails to respond to Beneficiary within thirty (30) days after the date the notice is given, Beneficiary is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due.

C. Unless Beneficiary and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 or change the amount of such payments.

10. GRANTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to release the liability of the original Grantor or of Grantor's successors in interest. Beneficiary shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor or Grantor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Deed of Trust shall bind and benefit the successors and assigns of Beneficiary and Grantor, except as otherwise provided for in this Deed of Trust. Grantor's covenants and agreements shall be joint and several.

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12. LOAN CHARGES. If the loan secured by this Deed of Trust is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and; (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed under the Promissory Note or by making a direct payment to Grantor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Promissory Note.

13. NOTICES. Grantor shall promptly give Beneficiary written notice of any and all Project defaults (regardless of whether the default is related to the financing provided by Beneficiary and the various agreements governing the terms of such financing, or whether the default is related to any of the various other parties or entities providing financing to the Project under their various agreements), investigations, claims, demands, lawsuits, licensing issues relating to the operation of the building or care facility, or other actions by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law (as defined in Paragraph 19 of this Deed of Trust) of which Grantor has actual or constructive knowledge. Any notice provided for in this Deed of Trust shall be given pursuant to the procedures outlined in the Loan Agreement.

14. GOVERNING LAW; SEVERABILITY. This Deed of Trust shall be governed by federal law and the laws of the State of Washington. In the event that any provisions of this Deed of Trust or the Promissory Note conflict with applicable law, such conflict shall not affect other non-conflicting provisions of this Deed of Trust or the Promissory Note, which shall continue in full force and effect.

15. GRANTOR'S COPY. Grantor hereby acknowledges receipt of a conformed copy of the Loan Agreement, Covenant Agreement, Promissory Note, and of this Deed of Trust.

16. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN GRANTOR.

A. Except as provided in the Promissory Note, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent, or if any other default occurs under this Deed of Trust, the Promissory Note, the Loan Agreement or the Covenant Agreement, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the execution date of this Deed of Trust. By accepting payment of any sum secured by this Deed of Trust after payment is due, Beneficiary does not waive the right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

B. If Beneficiary exercises the above option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a cure period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all

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sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any and all remedies permitted by this Deed of Trust without further notice or demand on Grantor.

17. GRANTOR'S RIGHT TO REINSTATE FOLLOWING ACCELERATION. If Grantor meets the conditions outlined in this paragraph, Grantor shall have the right to have enforcement by acceleration of this Deed of Trust discontinued at any time prior to the earlier of: (i) 10 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Deed of Trust; or (ii) entry of a judgment enforcing this Deed of Trust. The conditions which Grantor must meet are that Grantor shall: pay Beneficiary all sums which then would be due under this Deed of Trust and the Promissory Note as if no acceleration had occurred; cure any default of any other covenants or agreements; pay all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, and; take such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Property, and Grantor's obligation to pay the sums secured by this Deed of Trust continue unchanged. Upon reinstatement by Grantor, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration caused by Grantor's selling or transferring all or any part of the Property or any interest in it (or if a beneficial interest of Grantor is sold or transferred and Grantor is not a natural person) without Beneficiary's prior written consent.

18. NO FURTHER ENCUMBRANCES. A. For the purposes of protecting Beneficiary's security and keeping the Property free from junior and subordinate financing liens, Grantor agrees and understands that any sale, conveyance, further encumbrance (including the granting of easements and any and all other matters affecting title or other transfer of title to the Property, or any interest therein (whether voluntary or by operation of law), without Beneficiary's prior written consent, shall be an Event of Default under this Deed of Trust.

B. Notice is hereby given to all third parties that any mortgage or other Deed of Trust that they may receive against the Property without the prior written approval and acknowledgment of the Beneficiary of this Deed of Trust shall be null and void and without force or effect.

19. HAZARDOUS SUBSTANCES; REPRESENTATIONS AND WARRANTY. A. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined in this Paragraph 19) on or in the Property, except for the presence, use, storage and disposal of reasonable quantities of such Hazardous Substances as are generally used in the ordinary course of operating, maintaining or developing properties such as the Property, all of which Indemnitor represents, warrants and covenants shall be used, stored and disposed of in accordance with commercially reasonable practices and all applicable laws. Grantor shall not perform any act, nor allow, cause or permit the performance of any act, affecting the Property when such act constitutes a violation of any federal, state, or local Environmental Law, ordinance, or rule. As used in this Paragraph 19,

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"Environmental Law" means federal laws, state laws and local codes, laws, and/or ordinances of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

B. Grantor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, and any hazardous substance or Environmental Law of which Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law and shall bear all costs and expenses thereof.

C. The Grantor hereby represents and warrants that, to the best of the Grantor's knowledge and belief, and after reasonable investigation and inquiry, the Project has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law, which Hazardous Substances have not been or will not be abated according to all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. To the best of Grantor's knowledge and belief, and after reasonable investigation and inquiry, there has not been a release of Hazardous Substances on, from, or near the Property, which release has not been or will not be abated to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy of the rehabilitated project. The Grantor has never received any notification, citation, complaint, violation, or notice of any kind from any person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or release of Hazardous Substances, for which there has not been or will not be abatement to levels acceptable under all applicable law and regulations related thereto prior to tenant occupancy. Grantor represents and warrants that any asbestos and lead-based paint found within the Project will be abated to levels acceptable under applicable law prior to tenant occupancy of the rehabilitated project. "Hazardous Substances" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) "oil, petroleum products and their by-products" as defined under Washington law as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U. S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined under Washington law, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to

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the operations of the Grantor is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or documents set forth above, including without limitation, polychlorinated biphenyls ("PCBs") and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

20. ACCELERATION: REMEDIES. A. Beneficiary shall give notice to Grantor, prior to acceleration, following Grantor's breach of any covenant or agreement noted in this Deed of Trust, the Loan Agreement, or the Covenant Agreement. The notice shall specify: (a) the nature of the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Grantor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property at public auction to the highest bidder, in accordance with the Deed of Trust Act of the State of Washington (RCW 61.24 or as hereafter amended). The notice shall further inform Grantor of applicable rights to reinstate after acceleration, rights to bring a court action to assert the nonexistence of a default or any other defense Grantor wishes to assert prior to acceleration and sale, and of any other matters required by applicable law to be included in the notice. If the default is not cured on or before the date specified in the notice, Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted under the Loan Agreement, the Covenant Agreement, the Promissory Note, this Deed of Trust or by applicable law. Beneficiary shall be entitled to collect from Grantor all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, attorneys' fees and costs of title evidence.

B. If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of the occurrence of an event of default. Upon instruction from the Beneficiary to do so, Trustee shall cause the trust Property to be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Beneficiary or its designee may purchase the Property at any sale. Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Grantor and to other persons as applicable law may require.

C. Trustee shall deliver to the purchaser a Trustee's Deed conveying the Property without warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

D. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

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21. RECONVEYANCE. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property to the person entitled thereto and shall surrender this Deed of Trust and all Promissory Notes evidencing the debt secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. SUBSTITUTE TRUSTEE. In the event of the death, incapacity, disability, or resignation of Trustee, or at Beneficiary's reasonable discretion, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

23. USE OF PROPERTY. The Property is not used principally for agricultural or farming purposes.

24. BINDING EFFECT. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term "Beneficiary" shall mean the holder and owner of the Promissory Note secured hereby, whether or not named as Beneficiary herein.

26. ORAL AGREEMENTS OR ORAL COMMITMENTS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS INSTRUMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust and in any riders executed by Grantor and recorded with it.

IN WITNESS WHEREOF, the Parties have executed this Deed of Trust as of the day and year first written above.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

**GRANTOR NAME,
PROCLAIM LIBERTY, a Washington nonprofit corporation**

Date: _____

On this ____ day of _____, 2014, personally appeared before me **John F. Carter**, to me known to be the President of **Proclaim Liberty**, a Washington nonprofit corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Proclaim Liberty and the Grantor, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

DRAFT

BENEFICIARY - CITY OF SPOKANE

By: _____
David A. Condon, Mayor

Date: _____

ATTEST:

By: _____
Terri L. Pfister, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

STATE OF WASHINGTON)
County of Spokane) ss.
County of Spokane)

On this ____ day of _____, 2014, personally appeared before me **David A. Condon** and **Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

DRAFT

WHEN RECORDED RETURN TO:

CITY OF SPOKANE

COMMUNITY, HOUSING AND HUMAN SERVICES DEPARTMENT

808 W. SPOKANE FALLS BLVD., ROOM 650

SPOKANE, WASHINGTON 99201-3339

OPR #2014-_____

**CITY OF SPOKANE
PROCLAIM LIBERTY**

LIBERTY PARK TERRACE APARTMENTS

HOME PROGRAM LOAN COVENANT AGREEMENT

Grantor: Proclaim Liberty, a Washington nonprofit corporation

Beneficiary: City of Spokane, a Washington state municipal corporation

Assessor's Parcel No.: 35212.2914

Legal Description (abbreviated): LOTS 1 TO 7, BLOCK 7 & 8 CELESTA PARK
(See Paragraph I.3 for full legal description.)

This HOME Program Loan Covenant Agreement ("Covenant Agreement") is made this ____ day of _____, 2014, by and between the City of Spokane, Washington, a Washington municipal corporation (the "City"), whose address is City of Spokane, c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, Washington 99201-3339 and Proclaim Liberty, a Washington nonprofit corporation (the "Grantor"), whose address is c/o Kiemle & Hagood Company, 601 W Main, Suite 315, Spokane, WA 99201.

I. STIPULATIONS

1. This Covenant Agreement is a condition of and part of the consideration for the financial assistance provided by the City to the Borrower for the Borrower's rehabilitation of the Liberty Park Terrace Apartments, a 48-unit apartment complex 1411 East Hartson Avenue in Spokane, WA (the "Project"). Seven of the forty-eight units will be HOME-assisted.

2. This Covenant Agreement is part of a transaction further reflected in a Promissory Note ("Promissory Note") and a HOME Program Loan Agreement ("Loan Agreement") of even date herewith. The City's disbursements under the Loan Agreement are further secured by a Deed of Trust ("Deed of Trust"). The terms of said

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documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said agreements shall have the same meaning in this Covenant Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

3. The Project is legally described as:

LOTS 1 THROUGH 7, BLOCK 7; LOTS 1 THROUGH 7, BLOCK 8;
CELESTA PARK, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF
PLATS, PAGE 209;

ALSO VACATED STRIP 60 FEET WIDE LYING NORTH OF AND
ADJOINING SAID LOTS IN BLOCK 8;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF
WASHINGTON.

Assessor's Parcel Number: 35212.2914.

Situs Address: 1411 East Hartson Avenue, Spokane, WA 99202

4. This Covenant Agreement shall be filed and recorded in the official public land records of Spokane County, Washington, and shall constitute a restriction upon the use of the property and Project described herein, subject to and in accordance with the terms of this Covenant Agreement during the Affordability Period described in Section IV herein below.

5. The covenants contained herein are to be taken and construed as **covenants running with the land** and shall pass to and be binding upon the Borrower, its successors in interest, assigns, heirs or lessees of the Project, beginning on the date this Covenant Agreement is executed. Each and every contract, deed or other instrument covering or conveying the property or Project, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants regardless of whether such covenants are set forth in such contract, deed or other instrument.

NOW, THEREFORE, it is hereby covenanted, that during the Affordability Period described in Section IV herein below, the Borrower agrees to the following covenants running with the land which shall bind the Borrower, its heirs, assigns, lessees and successors in interest through the Affordability Period.

II. COVENANTS

Borrower shall:

A. Comply with the Affordability Requirements described in this Covenant Agreement and Related Documents.

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- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.
- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under the Loan Agreement or as approved of by the Director of Community, Housing and Human Services of the City of Spokane (the "Director") in writing. The Director may withhold such approval at his/her reasonable discretion.
- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of the Loan Agreement, or as otherwise requested by the City. If the Project has floating HOME units, the Borrower must provide the City with information regarding the unit substitution and filling vacancies so that the Project remains in compliance with HOME rental occupancy requirements.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.
- H. During the Affordability Period, prohibit occupancy of any HOME-assisted unit by Borrower (or officer, employee, agent, elected or appointed official, or consultant of the Borrower, or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of Borrower) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor).
- I. Comply with all applicable federal, state and local regulations and requirements, including, but not limited to, Uniform Administrative Requirements, Federal Labor Standards, Davis-Bacon and Related Acts, Uniform Relocation Act requirements applicable as of the date of the execution of this Covenant Agreement, and the provisions of the Lead-Based Paint Poisoning Prevention Act. City's cost to administer Davis Bacon Federal Labor Standard, and Related Acts shall be borne by the Borrower. When Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When applicable, the higher of Washington State prevailing wages or Davis-Bacon wages shall apply.

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- J. Comply with all HOME program project requirements pursuant to 24 CFR part 92 et seq.
- K. Maintain housing in compliance with HUD Section 8 Housing Quality Standards and local code requirements throughout the term of the Loan Agreement.
- L. Upon Project completion, the Project shall complete the final inspections and obtain final approvals on all construction permits, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet HUD Section 8 Housing Quality Standards, minimum rehabilitation standards, and all applicable federal, state and local codes and ordinances. New construction projects must also meet HUD, state, and local requirements relating to accessibility and disaster mitigation.
- M. Cause each of the seven (7) HOME-assisted units to be occupied by income-eligible households within eighteen (18) months after the Project is completed. If any HOME-assisted units are not occupied by eligible tenants within 6 months following the date of Project Completion, Borrower shall submit to the City current marketing information and, if the City requests it, an enhanced marketing plan for leasing the unoccupied units as quickly as possible, which information the City will provide to HUD as required by 24 CFR §92.252. If any HOME-assisted unit has not been rented to eligible tenants within eighteen (18) months after the date of Project Completion, Borrower shall repay the City \$29,001.00/unit for each such unit within thirty (30) days of the City's written request for repayment. This reflects the proportionate per unit share of HOME funds, i.e., \$203,007 HOME dollars/7 HOME units.

The Borrower shall cause this Covenant Agreement to be recorded as a covenant running with the land and the Project.

III. INCOME DETERMINATIONS

- A. For purposes of this Covenant Agreement, tenant "annual income" is defined pursuant to 24 CFR part 92.203), less income adjustments pursuant to 24 CFR part 5.611.
- B. Initial tenant annual income determinations shall be made by the Borrower pursuant to 24 CFR part 92.203. Subsequent tenant income determinations shall be made by the Borrower pursuant to 24 CFR part 92.203 and 24 CFR part 92.252(h).
- C. Rent increases and annual income recertifications shall be governed by the terms outlined in the Affordability Requirements below.

IV. AFFORDABILITY REQUIREMENTS

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- A. HOME Affordability Period. The HOME Affordability Period, established pursuant to 24 CFR part 92.252, is ten (10) years, beginning after Project Completion, as determined by the Director. "Project Completion" means that all necessary title transfer requirements and construction work have been performed; the Project complies with the requirements of 24 CFR part 92, including the property standards under 24 CFR part 92.251; the final drawdown of HOME funds has been disbursed for the Project; and the project completion information has been entered in the disbursement and information system established by HUD, except that with respect to rental housing project completion, for the purposes of §92.502(d), project completion occurs upon completion of construction and before occupancy. Repayment of the loan during the HOME Affordability Period will not extinguish the requirements of the Related Documents.
- B. City Affordability Period. The City Affordability Period is twenty-two (22) years, beginning after Project completion, as determined by the Director. The HOME Affordability Period and City Affordability Period shall run concurrently. Collectively, the two periods are hereinafter referred to as the "Affordability Period." Upon expiration of the HOME Affordability Period, the City Affordability Period shall continue, but HUD will no longer monitor compliance with affordability requirements, unless the City Affordability Period is coterminous with the HOME Affordability Period. The requirements of the Affordability Period and other conditions of the Related Documents shall apply, as long as there are funds owing under the Note.
- C. Rent Limit. During the Affordability Period, tenant paid rents on the seven (7) HOME-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals thirty percent (30%) of Spokane area median income ("AMI"), as defined by HUD and adjusted for family size, unit size by number of bedrooms, tenant-paid utilities and tenant-supplied appliances. These units shall include three (3) two-bedroom units and four (4) three-bedroom units. Should the HUD rents decline below the initial project rents, the Borrower's rents do not need to be reduced below the initial rents. A table of initial HOME rents for the Project as established by HUD is attached to the Loan Agreement as Attachment 2. The adjustment for tenant-paid utilities and tenant-supplied appliances is based upon the Section 8 existing housing allowance for tenant-furnished utilities and other services as published annually by HUD and issued by the Spokane Housing Authority or twelve (12) months of documented actual utility costs as acceptable to the City's Community, Housing & Human Services Department.

However, any HOME-assisted unit receiving federal or state project-based rental assistance, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

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The City will provide Borrower with information on updated HOME rent limits so that rents may be adjusted (not to exceed the maximum HOME rent limits) in accordance with this Loan Agreement and §92.252(f)(2). Owners must annually provide the City with information on rents and occupancy of HOME-assisted units to demonstrate compliance with the Affordability Requirements of this Loan Agreement. The City will review rents for compliance and approve or disapprove them every year.

- D. LIHTC Rent Clause. For tenants of low-income tax credit assisted units (if low-income housing tax credits are awarded to the Project or portions of the Project), any increases in rent associated with tenant income shall be governed solely by section 42 of the Internal Revenue Code of 1986, as amended from time to time.
- E. Rents can be increased above the maximum limits described above after expiration of the HOME Affordability Period, but the loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Promissory Note.
- F. Income Limit. At initial occupancy, tenants of all seven (7) of the HOME assisted units shall have incomes not greater than thirty percent (30%) of AMI. If any of these tenants' incomes increases to a level exceeding fifty percent (50%) of AMI, then the next available HOME-assisted unit shall be made available to families at or below thirty percent (30%) of AMI. If the income of a tenant of a HOME-assisted unit increases and exceeds eighty percent (80%) of AMI, then the tenant's rent shall increase to the lesser of thirty percent (30%) of the tenant's adjusted monthly income or Fair Market Rent.
- G. Income Certifications. All tenants' incomes shall be recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to thirty (30) days' written notice.
- H. Additional Affordability Requirements. The Project must comply with the affordable housing requirements of 24 CFR §92.252.
- I. Relocation. Tenants in occupancy prior to the Project are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), 42 USC 4601 et seq. and the regulations promulgated thereunder. All relocation payments and expenses shall be borne by the Borrower.
- J. Protection of Affordability Requirements – City Purchase Option. The Affordability Requirements may terminate upon foreclosure or transfer in lieu of foreclosure at the sole election of the Director. In the event of a pending or threatened foreclosure, the City is hereby granted an option and a right of first refusal to purchase the Project before foreclosure or deed in lieu of foreclosure to preserve affordability. The City may exercise its right to purchase the Project in any reasonable manner following the City's receipt of written notice of

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pending or threatened foreclosure proceedings and/or a possible deed in lieu of foreclosure, which notice Borrower hereby agrees to provide to City. The purchase price shall be the assessed value of the Project at the time of the City's exercise of its purchase rights, less any financial obligations assumed by the City at the time of the City's acquisition of the Project. The City further reserves the right to revive any affordability restrictions according to the original terms of the Loan Agreement if, during the HOME Affordability Period (as defined herein), the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or property.

V. DEFAULT

If a violation of any of the foregoing covenants occurs, the City may, after thirty (30) days written notice, the default meanwhile not having been cured, institute and prosecute any proceeding at law or in equity or as otherwise provided for in this Covenant Agreement, or Related Documents, to abate, prevent, or enjoin any such violation or to compel specific performance by the Borrower of its obligations hereunder, including, without limitation of other remedies, the exercise of the City's purchase rights described herein. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

PROCLAIM LIBERTY

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

DRAFT
CITY OF SPOKANE

By: _____
David A. Condon, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Terri L. Pfister, City Clerk

By: _____
Assistant City Attorney

Date: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2014, personally appeared before me **David A. Condon and Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the **City of Spokane**, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

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PRIORITY AGREEMENT WITH
INLAND NORTHWEST BANK,
COUNTY OF SPOKANE, AND
CITY OF SPOKANE
IS BEING DRAFTED.

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

OPR 2000-0079

Renews #Submitting Dept

HEARING EXAMINER

Cross Ref #Contact Name/Phone

BRIAN MCGINN 6010

Project #Contact E-Mail

BMCGINN@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0570, MINOR CONTRACT WITH CENTRAL PUGET SOUND TRANSIT AUTHORITY

Agenda Wording

Amendment No. 7 to contract with Central Puget Sound Regional Transit Authority for Hearing Examiner Services; extending the existing contract through December 31, 2017, at the rate of \$125.00 per hour.

Summary (Background)

In 2000, the Central Puget Sound Regional Transit Authority contracted with the City of Spokane to provide Hearing Examiner Services to conduct administrative hearings concerning appeals filed with the company involving environmental determinations under the State Environmental Policy Act (SEPA). The City's Hearing Examiner believes that he can continue to hold hearings for the company without interfering with his Spokane workload, and is requesting that the existing contract be . . .

Fiscal ImpactBudget Account

Revenue \$ 125.00 per hour

0570-51500-99999-33810

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DALTON, PAT

Study SessionDivision DirectorOtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

areid@spokanecity.org

For the Mayor

SANDERS, THERESA

teri.lapetino@soundtransit.org

Additional ApprovalsState AuditorPurchasing

Mail Original to: Teri Lapetino, Business Mgr, Legal

Central Puget Sound Regional Transit Authority

401 S Jackson St

Seattle, WA 98104-2826



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

extended for an additional three-year period.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Amendment No. 7

**To the
Agreement
for
Hearing Examiner Services (PO 90794)**

THIS AMENDMENT No. 7 to the Interlocal Cooperation Contract dated February 7, 2000, "the Agreement") is made by and between Central Puget Sound Regional Transit Authority ("Sound Transit") and the City of Spokane (the "City").

WHEREAS, Sound Transit and the City desire to amend the Agreement described herein; and

WHEREAS, the City and Sound Transit representatives have authority to sign and amend the Agreement as provided therein.

NOW THEREFORE, in consideration of the mutual provisions herein contained, Sound Transit and the City hereby amend the Agreement as set forth below; EXCEPT as expressly amended herein, the terms and conditions in the Agreement remain unchanged.

EXTENSION OF EXPIRATION DATE


The Agreement is hereby extended for an additional three years, with a new expiration Date of December 31, 2017.

COMPENSATION

Hearing Examiner	\$125.00 per hour
Admin. Support	\$ 30.00 per hour

IN WITNESS WHEREOF, Sound Transit and the City have executed this Amendment No. 7.

SOUND TRANSIT

By 
Title: Senior Legal Counsel
Name: Perry Weinberg
(Print Name)
Date: 10/29/14

Attest: _____
City Clerk

CITY OF SPOKANE

By _____
Title _____
Name: _____
(Print Name)
Date: _____

Approved as to form:



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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	OPR 2014-0773
<u>Renews #</u>	

Submitting Dept	SPOKANE REGIONAL SOLID WASTE	Cross Ref #	
Contact Name/Phone	KEN GIMPEL 625-6532	Project #	
Contact E-Mail	KGIMPEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4490 TRANSITION AGREEMENT AND CONTRACT CLOSEOUT WITH		

Agenda Wording

Transition Agreement and Contract Closeout with Wheelabrator Spokane Inc.

Summary (Background)

The City of Spokane will take over operations of the WTE plant on November 17, 2014. This Transition Agreement will allow the City to retain spare parts, existing programs, small equipment and tools, etc., for use in the operation and maintenance of the WTE. In addition, it will provide for Wheelabrator's conducting a scheduled maintenance outage after the November 17, 2014, transition date.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GIMPEL, KEN	<u>Study Session</u>	PWC 11/10/2014
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	cmarchand@spokanecity.org	
<u>Additional Approvals</u>		rhulvey@spokanecity.org	
<u>Purchasing</u>			

Transition Agreement

This Transition Agreement (“Agreement”) dated _____, 2014 is between the City of Spokane, a Washington State municipal corporation (“City”), Wheelabrator Spokane Inc. (the “Company”), a Delaware corporation, and Wheelabrator Environmental Systems Inc. (“WESI”), a Delaware corporation (individually a “Party” and together with the Company, WESI and City are collectively referred to as the “Parties”).

WHEREAS, the Company and City entered into the Amended and Restated Operation and Maintenance Contract dated August 28, 1989, as amended, and extended by a Contract Extension dated September 9, 2011 (City of Spokane OPR 1987-0586) (the “Service Agreement”), whereby the Company undertook operation and maintenance responsibilities for the City’s Waste To Energy Facility (“Facility”) for a term which expires at midnight (12:00 a.m.) on November 16, 2014; and

WHEREAS, the Parties have agreed to certain matters related to the completion and close out of contract services and turnover of the Facility to the City under the Service Agreement, and transition support to be provided by Company during the Transition Period (as defined below).

NOW, THEREFORE, in consideration of the mutual promises, benefits, and detriments as stated herein, and for other good and valuable consideration as described herein, the Parties hereby agree as follows:

1. Purpose and Intent

The purpose of this Agreement is to memorialize the results of the close out and transfer negotiations between the City and the Company. Both the City and the Company have committed to work together to make the transition of the operation and maintenance of the Facility from the Company to the City as smooth and uninterrupted as possible.

2. General Principles

2.1 Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Service Agreement.

2.2 Term. The term of this Agreement is four (4) years and shall commence on November 17, 2014, and run through November 16, 2018. A “year” shall be defined as November 17th until November 16th of the following year.

3. Definitions

“Agreement” is defined as this Transition Agreement between City, Company, and WESI.

“City” is defined as the City of Spokane, a Washington State Municipal Corporation.

“City Spare Parts” is defined as those parts purchased on behalf of and paid for by the City in connection with equipment included in Attachment A.

“Company” is defined as Wheelabrator Spokane Inc., a Delaware corporation.

“Company’s Repair Work” means those repair and maintenance items listed on Attachment B hereto.

“Contract Extension” means that extension to the Service Agreement dated September 9, 2011 and executed by the Parties hereto, City OPR #1987-0586.

“Effective Date” means the date first written above.

“Facility” means The City of Spokane Waste to Energy Facility located at 2900 Geiger Blvd., Spokane, Washington.

“HDR Inspection Report” means that Facility Inspection Report of the Spokane Regional WTE Facility prepared by HDR and dated August 22, 2014, including the revised Attachment B HDR/WSI Deficiency Walk-down Observations dated September 4, 2014.

“IT Equipment” is defined as laptops, desktop computers, keyboards, mice and other computer accessories; switches, modems; and timeclocks. IT equipment shall not include Facility process computers, including without limitation the Distributed Control System (Bailey DCS), along with all of its accessories and appurtenances, process monitoring computers, programmable controllers, emissions monitoring systems and like process equipment and their current software (to the extent owned by the Company) and operation manuals.

“Parties” has the meaning set forth in the Recitals to the Agreement.

“Permitted Purpose” is defined as operating of the Facility.

“Program Elements” means those operations, maintenance, environmental and occupational health and safety plans, programs, procedures and manuals listed on Attachment C attached hereto, to the extent owned by Company and as utilized by Company in the maintenance and operation of the Facility under the Service Agreement.

“Program Elements Consulting Services” has the meaning set forth in Section 6.1.3 herein.

“Program Elements License” has the meaning set forth in 6.1.1.

“Program Elements License Fee” has the meaning set forth in Section 6.1.2 herein.

“Proprietary Information” has the meaning set forth in Section 8.1.1 herein.

“Service Agreement” is defined as the 1989 Amended and Restated Operation and Maintenance Agreement dated August 28, 1989 as amended and extended by the Contract Extension dated September 9, 2011.

“Spare Parts” means all spare parts stored at the Facility and held for use by Company in performance of its maintenance obligations under the Service Agreement. For the avoidance of doubt, “Spare Parts” do not include “City Spare Parts”.

“Spare Parts Purchase Price” has the meaning set forth in Section 4.3.

“Transition Period” means that 90 Day period beginning on November 17, 2014 and ending on February 14, 2015.

“Transition Period Outage” means the scheduled outage to be performed at the Facility after the Turnover Date and prior to the end of calendar year 2014 during which time each boiler will be inspected, cleaned and repaired as necessary consistent with past regularly scheduled routine outages at the Facility, more particularly described on Attachment D.

“Turnover Date” means November 17, 2014 and refers to that date that the Service Agreement terminates and the Company and its employees vacate the Facility and turn it over to the City, except for the limited transitional services contemplated by this Agreement.

“WES-Phix License” has the meaning set forth in Section 6.2.1.

“WES-Phix License Fee” has the meaning set forth in Section 6.2.2.

“WES-Phix Technology” means that proprietary process owned by WESI (and all intellectual property rights held by WESI and associated therewith) to immobilize metals, such as lead and cadmium, in solid residues (including but not limited to, ash residues arising from the combustion of solid wastes, sludge, scrap metal processing by-products, and contaminated soils) using certain solid, liquid or chemical forms of phosphate and/or lime that are recommended and/or utilized by the Company at the Facility in its performance under the Service Agreement.

4. Repair and Maintenance For Remainder of Term of Service Agreement

- 4.1 Company’s Repair Work. Company shall complete Company’s Repair Work, as listed in Attachment B, prior to expiration of the Service Agreement. Company’s Repair Work

shall be completed in a manner consistent with the performance standards as set forth in the Service Agreement including Section 3.1(a) thereof.

- 4.2 Remaining Inspection Issues. Save those items included in Company's Repair Work, the City shall bear all responsibility for any and all remaining inspection issues referred to in the HDR Inspection Report, which may be completed by, or at the direction of the City, in its sole discretion, after the Turnover Date.
- 4.3 General Obligations of Company. In addition to the Company's Repair Work, Company shall continue to perform routine repairs and maintenance at the Facility required in the ordinary course of business from the Effective Date through the Turnover Date. Such repairs and maintenance shall not include any of the items in the HDR Inspection Report for which the City is responsible as provided in Section 4.2 above. For the avoidance of doubt, the City and Company have agreed to the repair work required of the Company prior to expiration of the Service Agreement in Section 4.1 above, and the City releases and forever discharges the Company and its affiliates from any obligation to perform any other repair and maintenance work under the Service Agreement including, without limitation, under Section 18.2(c) of the Service Agreement, and any claims, demands or causes of action related thereto.

5. Turnover of the Facility

- 5.1 Spare Parts. On the Turnover Date, the Company shall sell to the City, and the City shall purchase from the Company, the Spare Parts for One Million, Nine Hundred and Eighty-Six Thousand Dollars (\$1,986,000.00), as adjusted ("Spare Parts Purchase Price"). The Spare Parts Purchase Price has been agreed upon based on the inventory of Spare Parts as of the date of this Agreement as set forth on Attachment E, attached hereto. The Spare Parts Purchase Price shall be adjusted up or down on a dollar-for-dollar basis based on the Company's book value of the actual Spare Parts located at the Facility on the Turnover Date. Within one (1) week of the Turnover Date, the Company shall provide the City with a final inventory of Spare Parts as of the Turnover Date. The City shall pay the Spare Parts Purchase Price (as adjusted up or down based on the final inventory) within thirty (30) days from receipt of the final inventory invoice from the Company.
- 5.2 Tools, Equipment and Furnishings. On the Turnover Date, the Company shall transfer to the City, at no cost, all tools, equipment, furnishings, safety equipment, oils, greases and lubricants, rolling stock, and any user manuals, repair logs or records, including any data in the Tabware maintenance system (but not the system itself) associated with the above mentioned items owned by the Company and located at the Facility other than the IT Equipment. The Company shall remove the IT Equipment from the Facility within two (2) weeks after the Turnover Date.

- 5.3 Ammonia System Reimbursement. Within twenty (20) days of the Turnover Date, the Company shall pay the City an amount equal to Eighty-Eight Thousand Dollars (\$88,000.00) as reimbursement for payments made by the City for the ammonia system during the term of the Service Agreement. The Parties agree that payment of the amount referenced above by the Company shall constitute a full and final settlement of all matters with respect to payments made in relation to the ammonia system at the Facility and the City releases and forever discharges the Company and its affiliates from any claims related thereto.
- 5.4 Turbine Upgrade Balance. In consideration of all payments made by the City in accordance with the terms of this Agreement and the Service Agreement, the Parties agree that on the Turnover Date, the City's balance for unpaid amounts related to the turbine upgrade performed at the Facility in 2003 shall be zero (0), with no further amounts owing.
- 5.5 Employee Records. The Company agrees to provide to the City any and all training records of employees who will be transitioning to the position of City employees. These records include any records of participation or successful completion of training programs on Facility equipment, safety training, required by Washington State Division of Occupational Safety and Health (DOSH) training, and any other pertinent records in which the release would not violate state or federal law.
- 5.6 Tipping Floor Repair Work. The Company agrees the tipping floor at the Facility is in need of repair and shall reimburse the City for the agreed upon share of the cost for repairs in the amount of \$69,881.05 within thirty (30) days of the Effective Date. Such amount shall constitute the Company's sole liability for any repairs to the tipping floor at the Facility.

6. Licenses

6.1 Program Elements.

- 6.1.1 License. Effective as of the Turnover Date, WESI grants to the City a non-transferrable, non-exclusive and revocable (only as provided herein) license including manuals, procedures, plans and policies entitling the City to use the Program Elements solely for the operation and maintenance of the Facility by the City ("Program Elements License") for as long as the City operates the Facility with City employees. The City may make a reasonable number of copies of the plans and procedures constituting the Program Elements in order to operate and maintain the Facility. The License is only revocable should the City no longer operate the Facility, or as provided in 6.3.1.

6.1.2 License Fee. On or before January 15, 2015 the City shall pay WESI a license fee in the amount of Three Hundred Thousand Dollars (\$300,000.00) (“Program Elements License Fee”).

6.1.3 Program Elements Consulting Services. The City can request and the Company shall provide the City with up to one hundred (100) hours of consulting services (the “Program Elements Consulting Services”), at no additional cost to the City, in relation to the use of the Program Elements each year for the term of this Agreement. If the City wishes the Company to provide Program Elements Consulting Services, it shall notify the Company and the Company and the City shall negotiate in good faith the specific scope for such Program Elements Consulting Services and the number of hours required to perform them.

6.2 WES-Phix Technology.

6.2.1 License. Effective as of the Turnover Date, WESI grants to the City a non-transferrable, non-exclusive and revocable (only as provided herein) license entitling the City to use the WES-Phix Technology solely for ash stabilization by the City at the Facility (the “WES-Phix License”). The City may make a reasonable number of copies of the plans and procedures related to or depicting the WES-Phix Technology in order to utilize it as intended herein. The License is only revocable should the City no longer operate the Facility, or as provided in 6.3.1. The License shall be effective through November 16, 2018.

6.2.2 License Fee. On November 16, 2014, and on November 16 each year thereafter until November 16, 2017, the City shall pay WESI a license fee in the amount of Seventy-Two Thousand Dollars (\$72,000.00) (the “WES-Phix License Fee”).

6.3 General License Terms.

6.3.1 Unauthorized Use. The City shall not distribute, transfer, sublicense, use for any other purpose, lease, rent or loan, or otherwise exercise any rights in or to the Program Elements or the WES-Phix Technology, except as expressly permitted under this Agreement.

6.3.2 Ownership of Program Elements and WES-Phix Technology. City acknowledges that the Program Elements, the WES-Phix Technology, and all intellectual property rights therein licensed hereby are the sole and exclusive property of WESI. After payment of the Program Elements License Fee the City will have purchased a fully paid up license to use the Program Elements so long as the City operates the Facility with City employees; provided that the City will continue to own any data which is or has been developed through the use of the Program Elements, indefinitely. To the extent the City may gain any rights to the Program

Elements, the WES-Phix Technology, or related intellectual property rights other than those expressly provided for in this Agreement, the City hereby assigns such rights to WESI and agrees to execute any further documentation that may become necessary to preserve and protect WESI's exclusive ownership interest in the Program Elements, the WES-Phix Technology, and all related intellectual property rights. Nothing in this Agreement shall constitute a sale or transfer of the Program Elements, the WES-Phix Technology or any copies of the Program Elements or the WES-Phix Technology.

6.3.3 Term of License; Termination. The Program Elements License shall commence on November 17, 2014 and unless earlier terminated pursuant to this Section 6.3.3, shall continue for so long as the City operates the Facility with municipal employees. The WES-Phix License shall commence on November 17, 2014 and shall expire on November 16, 2018, unless earlier terminated pursuant to this Section 6.3.3. Notwithstanding the foregoing, WESI may terminate the Program Elements License and/or WES-Phix License (as the case may be) upon at least ten (10) days prior notice to the City:

(a) in the event the City uses the Program Elements and/or WES-Phix Technology in an unauthorized use as provided in 6.3.1, or

(b) if the City no longer operates the Facility with municipal employees

The termination of the Program Elements License and/or WES-Phix License shall not relieve the City of any remaining obligation to pay either License Fee as provided herein, which shall be due regardless of whether or not either License has been terminated. Prior to termination of either the Program Elements License or the WES-Phix License, the Parties shall consult in good faith on the reasons for the termination.

Upon termination of the Program Elements License or WES-Phix License, whether for unauthorized use or because the City ceases to operate the Facility with municipal employees, the City shall return to WESI copies of any documentation describing or constituting the Program Elements or WES-Phix Technology, as the case may be, and cease all use of the Program Elements or WES-Phix Technology, as the case may be. Any copies of documents which may need to be retained in accordance with state law shall be retained in the City Attorney's office.

7. Transition Services

7.1 Transition Period Support. During the Transition Period, Company will provide at no additional cost to the City, up to six (6) critical personnel, (critical personnel includes, but

is not limited to, plant manager, shift supervisor, maintenance supervisor, and/or plant operator) to support the operation of the Facility, to include but not limited, to operational and technical support, in order to ensure a smooth operation of the Facility during the transition. This Transition Period support is in addition to the one hundred (100) hours of Program Elements Consulting Services provided on an annual basis. If Company determines, after conversations with the City, that additional support is needed to support the Transition Period of the Facility to City, it will provide such additional support in the form of additional employees at the Facility or remote support as the Company, after good faith negotiations with City, determines is reasonably required by the specific needs of the Facility. The City shall make available work space at the Facility for the Company employee or employees to use in connection with the performance of the Program Elements Consulting Services.

- 7.2 2014 Outage Support. After the Turnover Date, the Company will perform and manage the Transition Period Outage at the Facility in a manner consistent with past regularly scheduled outages at the Facility performed under the Service Agreement, including engaging any third party contractors as it determines reasonably necessary. The Transition Period Outage will be conducted between November 30, 2014 and December 14, 2014. If based on inspections at the Facility before or during the Transition Period Outage the Company determines that repair and maintenance work in addition to that included in the Transition Period Outage is necessary or desirable, the Company shall notify the City of such additional work, its estimated cost and the estimated number of hours to complete. If the City notifies the Company that it wishes to proceed with such additional work, it shall be considered part of the Transition Period Outage and the schedule for the Transition Period Outage shall be extended as necessary to complete the additional work. The City shall reimburse the Company for all of the Company's third-party costs incurred by the Company in connection with managing and performing the Transition Period Outage at cost within twenty (20) days of receipt of Company's invoice(s) which shall include documentation evidencing any third party costs. The City shall reasonably cooperate and cause its employees to reasonably cooperate with Company in performing the Transition Period Outage.
- 7.3 Additional Consulting Services. If the City wants additional consulting services beyond the Program Elements Consulting Services set forth in Section 6.1.3 and the Transition Period Support set forth in Section 7.1 any time before November 16, 2018, the City shall notify the Company, which notice shall include the scope of, the estimated hours for, and the level, as set forth on Attachment F, and the estimated number of employees of the Company or WESI necessary to complete, the consulting services. The Company shall respond to the City within ten (10) days after receipt of the City's notice, if it is willing and able to provide the consulting services as requested. If the Company responds that it is not willing or able to provide the consulting services as requested by the City, the

Company and the City shall negotiate in good faith an alternative scope, number of hours and level and number of employees for the consulting services. In all cases the Company shall provide such consulting services at the rates plus expenses as set forth on Attachment F. In no event shall the Company be required to provide consulting services under this Section 7.3 after November 16, 2018. The City and the Company both acknowledge that the City may request consulting services from companies other than those who are a Party to this Agreement.

- 7.4 Effect of Turnover. Notwithstanding any presence of Company personnel at the Facility or the provision of services in relation to the Facility after the Turnover Date, the Parties understand and acknowledge that as of the Turnover Date, the Service Agreement shall be terminated in all respects, except for any provisions that by their terms are intended to survive, and the City shall have sole responsibility for the operation and maintenance of the Facility. The Company shall not be liable for any liabilities of the Facility or repair, maintenance or operational issues at the Facility after the Turnover Date, provided however, the Company remains responsible for defective work that is part of the Transition Period Outage.

8. Miscellaneous

8.1 Confidentiality.

- 8.1.1 The City acknowledges and agrees that in order to perform the obligations of Company under this Agreement, Company and WESI may provide the City with certain information WESI deems proprietary information including but not limited to trade secrets and other intellectual property and information related to Company's and WESI's unique methods of conducting business and operating the Facility ("Proprietary Information").
- 8.1.2 The City agrees: (a) that it will treat information that Company and WESI identify as Proprietary Information as trade secrets and will not disclose or allow the disclosure of the identified Proprietary Information to any person or third party other than its employees and City authorized agents or consultants (except competitors of the Company), who have a reasonable need-to-know the Information in connection with the City's operation of the Facility ("Permitted Purpose"), except as required by law; (b) it will not, without the Company's or WESI's prior express written consent, utilize the Proprietary Information in any manner except for the Permitted Purpose; and (c) at any other time upon the Company's or WESI's request, it will promptly deliver to the Company or WESI copies of Proprietary Information in its or the City Representatives' possession or control and shall destroy any analyses, compilations, studies, summaries or other documents, or media containing any Proprietary Information and certify in

writing to the Company or WESI that it has done so, as long as it does not violate State or Federal law. The City shall maintain copies or originals of Proprietary Information pursuant to the provisions of this Section 8.

- 8.1.3 The City shall use reasonable efforts to ensure its employees, agents and consultants to whom it has disclosed Proprietary Information to comply with this Section 8.1 and shall be liable for any known breach of this Section 8.1 by them.
 - 8.1.4 The City acknowledges that the Company's and WESI's remedies at law for any breach of this Section 8.1 may be inadequate, that the Company and/or WESI may suffer irreparable damage from any such breach, and that the Company and WESI shall be entitled to seek injunctive relief in the event of any such breach, which equitable remedy shall be in addition to all other rights and remedies available at law. In the event of any breach of this Section 8.1 by the City, the the Company and WESI shall be entitled to recover such attorneys' fees and other costs and expenses as may be incurred in enforcing any rights hereunder, so long as the Court determines them the prevailing party.
 - 8.1.5 In the event any Proprietary Information is requested of the City through a Washington Public Records Act request, the City shall promptly notify the Company and WESI and cooperate, as permitted by law, with the Company and WESI in protecting its Proprietary Information from disclosure; provided that it shall be the responsibility of the Company and WESI to seek judicial protection from disclosure. If a court of competent jurisdiction determines that the requested information is exempt from disclosure, whether under the Washington Public Records Act or any other applicable state or federal law (including, but not limited to, the Washington Trade Secrets Act), the City shall refrain from disclosure of the Proprietary Information to the extent allowable by law.
 - 8.1.6 The obligations in this Section 8.1 shall survive the expiration or termination of this Agreement for two (2) years.
- 8.2 Indemnity. (a) The Company shall indemnify, hold harmless and defend the City , and its affiliates from and against any and all claims, actions, suits, damages, liabilities, costs and/or expenses (including, without limitation, reasonable attorneys' fees and expenses of investigation), regardless of whether they arise out of, or result from, third party claims, resulting from personal injury (including, without limitation, death) to any party (including, without limitation, City, Company, and their respective employees), or damage to the property thereof, which are caused by or arise in connection with the Company's acts or omissions, irrespective of the cause of such injuries or damage, except to the extent caused by the City's negligence or willful misconduct.

(b) The City shall indemnify, hold harmless and defend the Company and its affiliates from and against any and all claims, actions, suits, damages, liabilities, costs and/or expenses (including, without limitation, reasonable attorneys' fees and expenses of investigation), regardless of whether they arise out of, or result from, third party claims, resulting from personal injury (including, without limitation, death) to any party (including, without limitation, City, Company, and their respective employees), or damage to the property thereof, which are caused by or arise in connection with the City's acts or omissions, irrespective of the cause of such injuries or damage, except to the extent caused by the Company's negligence or willful misconduct.

(c) The indemnity obligations in this Section 8.2 shall survive the expiration or termination of this Agreement to the extent any occurrences, claims, actions, suits, damages, liabilities, costs and/or expenses arise during the term of this Agreement.

8.3 Warranty Disclaimer; Limitation of Liability. UNLESS AND EXCEPT AS OTHERWISE SET FORTH HEREIN, THE PROGRAM ELEMENTS, WES-PHIX TECHNOLOGY, SPARE PARTS, TOOLS, EQUIPMENT, FURNISHINGS, ROLLING STOCK, AND ANY OTHER GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY AND WESI SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR NON-INFRINGEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING LOST PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF THIS AGREEMENT. THE LIABILITY OF THE COMPANY FOR DIRECT DAMAGES SHALL NOT EXCEED NINE HUNDRED THOUSAND DOLLARS (\$900,000).

8.4 Effect of Agreement. Certain agreements made herein constitute final resolution, merger and integration of all disputes with respect to responsibilities and obligations under the Service Agreement. The Parties have amicably and in good faith agreed upon mutually beneficial terms for resolving and clarifying these disputes. The payment of any sum or the agreement to complete any work or service, or the waiver of any payment or action, shall not constitute an admission of any kind by either party, but shall serve as full and complete satisfaction of all terms and conditions contained in the Service Agreement.

8.5 Assignment. This Agreement may not be assigned by any party without the prior written consent of the other Parties except that the Company and WESI may, without such consent but upon notice to City, assign their interest hereunder to any wholly-owned

direct or indirect subsidiary of Wheelabrator Technologies Inc. or any entity with or into which the Company, WESI or Wheelabrator Technologies Inc. shall merge or transfer all or substantially all of its assets, and upon the assumption by such assignee of all of the obligations of the Company and WESI hereunder, the Company and WESI shall be released therefrom.

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

CITY: Mayor or Designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

With Copy to: City Attorney
City of Spokane
Fifth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

COMPANY: General Counsel
Wheelabrator Environmental Systems, Inc.
4 Liberty Lane West
Hampton, NH 03842.

Should this Agreement be assigned in accordance with Section 8.5, the Company shall amend the above listed Company contact to the new contact upon assignment.

- 8.7 Relationship of the Parties. No party to this Agreement shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other Party; nothing herein shall constitute either Party as a partner, agent or representative of the other Party, or create any fiduciary or agency relationship between the Parties.
- 8.8 Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such

right or shall be construed to be a waiver thereof. Any waiver shall be in writing and signed by the Party granting such waiver, and shall not operate as a future waiver.

- 8.9 Sections, Captions and Headings. Section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof. Except as otherwise provided herein, all references herein to sections are to sections of this Agreement.
- 8.10 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Parties.
- 8.11 Amendment. This Agreement may not be amended except by a written agreement signed by the Parties.
- 8.12 Governing Law. This Agreement shall be governed by the laws of the State of Washington.
- 8.13 Non-Discrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.
- 8.14 Legal Relations and Insurance. The Company shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington State.
- 8.15 The Company's relation to the City shall be at all times as an independent contractor.
- 8.16 During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance amount 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 One Million Dollars (\$1,000,000);
 - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than Five Million Dollars (\$5,000,000) 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; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than One Million Dollars (\$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 Five Million Dollars (\$5,000,000) 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 at least thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Company shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

- 8.17 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 business license. The Company shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070 to obtain a business license or an exemption determination.
- 8.18 Anti Kickback. No officer or employee of the City, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.
- 8.19. Standard of Care. The standard of care applicable to Company's services will be the degree of skill and diligence normally employed by professional engineers or companies performing the same or similar services at the time said services are performed. The Company will re-perform any services not meeting this standard without additional compensation.

- 8.20 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
- 8.21 Entire Agreement. This Agreement constitutes the entire and complete agreement of the Parties with respect to the subject matter herein and supersedes the Service Agreement to the extent provided herein. All prior or contemporaneous understandings, agreements or commitments with respect to the subject matter herein including the Proposed Global Settlement of City of Spokane/Wheelabrator Transition Issues dated September 18, 2014, whether oral or written are incorporated herein. In the event of any conflict between the terms of this Agreement and the terms of the Service Agreement, the terms of this Agreement shall govern.
- 8.22 Further Assurances. Each Party shall cooperate and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations as may be reasonably necessary or useful to give effect to this Agreement.

WITNESS the execution hereof as of the date first above written.

Dated: _____

CITY OF SPOKANE

By: _____
City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

WHEELABRATOR SPOKANE INC.

By: _____
Name:
Title:

WHEELABRATOR ENVIRONMENTAL
SYSTEMS INC.

By: _____
Name:
Title:

Attachment B

Company's Repair Work

The following items have been separately reported by WSI and will be completed by WSI prior to Transition

*Repair Bay 5 to 6 barrier metal damage two spots

****CCW heat exchanger - install shim vertical support

Ash building U drain repair

Wet Scrubber – weld repair plastic vane

Duct work separated at wet scrubber inlet

Duct work bracket /flange on top of Grizzly

***Ash building [lower bowling alley] concrete corners (two) Repair broken corners by encasing in steel plate and filling with grout.

Repair or replace #1 pugmill drop chute brackets

—*Lime prep grit tub - fasten angle stop to floor

Repair grout foundation Dilution pump A

*Attach steel to feet on lime slaker panel

Replace lighting circuit timers on exterior lighting over roadways

Replace lighting circuit timers on exterior lighting over flyash conveyors

***Replace [?] cable tray support alongside of bottom ash pan/grizzly feed belt

Space heater missing at grizzly

Pugmill heaters functional in pugmill room have HVAC contractor verify proper operation of heaters.

*** This item is a duplicate of HDR Inspection Report Item**

Attachment C

Program Elements

Environmental Program Elements

1. Environmental Policy
2. Environmental Rules Book
3. Permit Management Program
4. Permit Matrix
5. Environmental Management Systems Manual, including the following referenced documents

Document Number	Document Title
WEMS-4.4.1	Environmental Roles, Responsibility and Authority
FM-WEMS-4.4.2-1	Environmental Manager Orientation Checklist
FM-WEMS-4.5.1-02	EHS Systems Access Request Guidance
FM-WEMS-4.5.1-04	EHS Manager Administration and Internal Reporting Requirements
FM-WEMS-4.5.1-05	Guidance on EH&S Weekly Report Input Sheet Completion
FM-WEMS-4.5.1-06	Environmental Manager's Stack Testing Requirements
FM-WEMS-4.5.1-07	Startup/Shutdown/Malfunction Excess Emission Documentation
FM-WEMS-4.5.1-08	FCC Radio Communication Compliance
FM-WEMS-4.5.1-09	Index to Environmental Managers Technical Reference
FM-WEMS-4.5.1-10	Guidance on the Storage Tanks Database Review
FM-WEMS-4.5.1-11	Title V Permit Annual Compliance Certification Reasonable Inquiry Map & Spreadsheets
FM-WEMS-4.5.1-12	Water Discharge and Groundwater Sampling and Analysis Plan
FM-WEMS-4.5.1-13	Water and Wastewater Flow Diagram Elements
FM-WEMS-4.5.1-14	Storm Water Pollution Prevention Plan (SWPPP) Elements
FM-WEMS-4.5.1-15	Spill Plan Elements
FM-WEMS-4.5.1-16	Waste Control Plan Elements
FM-WEMS-4.5.1-17	Use and Management of Hazardous Waste Containers and Waste Accumulation Areas
FM-WEMS-4.5.1-18	Ash Sampling and Testing Plan Elements
FM-WEMS-4.5.1-19	CEMS Data Validation Requirements
FM-WEMS-4.5.1-20	Powdered Activated Carbon Injection System (PACIS) Operation and Calibration
FM-WEMS-4.5.1-21	CFC Management and Disposal Program Guidelines

7. Environmental Reasonable Inquiry
8. Environmental Audit & Inspection Program
9. Environmental Training Program
10. CEMS Data Validation Plan
11. CEMS QA/QC Plan
12. Emergency Engine Maintenance Plan (Subpart ZZZZ)
13. AOP-3 Air Quality Operating Manual
14. AOP-3 Data Tracking & Reporting Spreadsheets
15. Waste Control Plan (includes Radioactive Load Procedures, USDA Waste, Load Inspections, etc....)
16. Spokane Ash Sampling Plan
17. Lime Feed Rate Process Control Procedure
18. Spokane SPCC Plan
19. Chemical Unloading Program
20. Portable Water Storage Tank Operations
21. Generated Waste Procedure
22. Hazardous Waste Generation Log
23. Hazardous Waste Generator Status Determination
24. Hazardous Waste Inspection Area Forms
25. GHG Monitoring Plan
26. Environmental CYCLE Tasks & Associated Inspection Checklists
27. Environmental Filing System
28. Historical Tracking Spreadsheets
 - (a) Ash Sampling

- (b) GW Monitoring
 - (c) Stormwater & Swale Soil Monitoring
29. Plan of Operations (solid waste permit)

Occupational Health and Safety Program Elements

1. Safety Policy
2. Health & Safety Roles Responsibility & Authority
3. Permit Programs
 - (a) LOTO, including Energy Control Procedure (ECP) template and completed Spokane ECPs
 - (b) Confined Space
 - (c) Hot Work
 - (i) Designated Hot Work Areas
 - (ii) Hot Work High Challenge Areas
 - (d) Electrical Power Generation Plant Safety
 - (i) Energized Electrical Work Permit
 - (ii) Electrical-Qualified Person Certification of Proficiency
 - (e) Elevated Work Surface Work Plan & Rescue Plan
 - (f) Barrier Tape
4. Walking & Working Surfaces Fall Protection
5. Respiratory Protection Program
6. L IA C CR Exposure Control
7. Bloodborne Pathogen Exposure Control
8. Hearing Conservation

9. Tipping Floor Safety Program
10. IH Monitoring
11. PPE Program
12. Hazard Communication Program
 - (a) MSDS/SDS
13. Fire Protection Program
14. Equipment Safety Procedures
 - (a) Inspections
 - (i) Sweeper
 - (ii) F-250 & F-350
 - (iii) Kubota
 - (iv) Manlift
 - (b) Powered Industrial Trucks
 - (i) Daily Forklift Inspection
 - (c) Crane Safety
 - (i) Mobile Crane Inspections
 - (ii) Overhead Crane Inspections
 - (d) Yellow Iron Equipment Safety
 - (i) Bobcat Inspection (753 & 773)
 - (ii) Loader Inspection (644 & Volvo)
 - (e) Aerial Lift and Elevated Work Platform Safety
 - (i) Aerial Lift Daily Inspection
15. Contractor Safety Program
16. IIP Program
17. Safety Committee Program

18. Heat Illness Prevention
19. Ergonomic Program
20. OHS CYCLE Tasks & Associated Inspection Checklists
21. OHS Filing System
22. Safety Rules Book
23. JHA, JSB, & Safety Briefing Program
 - (a) Completed JHAs
24. Safety on Purpose
25. Emergency Action, including specific Emergency Response Procedures and Casualty Procedures
26. Incident Investigation
27. Health & Safety Training Program
28. Other OHS Audits & Inspection Program, including plant specific forms
 - (a) Ladders, fixed and portable
 - (b) Fall Arrest Systems
 - (c) Scaffolding
 - (d) Fire Extinguishers
 - (e) Fire Panel, Hose, Hydrant, PIV, Masterstream
 - (f) Fire Pump
 - (g) Fire Sprinkler System& Standpipe
 - (h) Fixed Fire Suppression Systems (CO2/Halon)
 - (i) Fire & Blast Door Inspection
 - (j) Eye Wash & Safety Shower
 - (k) Emergency Exits & Lighting
 - (l) Machine Guarding

- (m) 1st Aid Kits
 - (n) Sling, Come-Along, Chain Hoists
 - (o) Portable Power Tools
 - (p) Welding Equipment
 - (q) Emergency Pull Cords & E-Stops
 - (r) Compressed Gas Cylinders
 - (s) Semi-Annual Hydraulic Jacks
 - (t) Nuclear Level Detectors
 - (u) H& Self Audit Checklist
 - (v) OHS Personnel Walkdown Checklist
 - (w) Emergency Communication Equipment
 - (x) AEDs
29. Medical Surveillance Program & Forms
30. Laboratory Safety Procedure (OPS-COR-210)

Attachment D

Outage Vendor List

Recommended Supplier	Req Line	Description	QTY	Unit Cost	Amount	Equipment	Cost Center	Item Type	U of M
BOILER 1									
KNIGHT	1	Blr1 Dec2014 FeedChuteMisc Repair KNIGHT 2 Men, 4 Shifts. Inspect and Repair	1	\$11,100.00	\$11,100.00	#1 Feed Cute	01-150	Service	Job
KNIGHT	1	Blr1 Dec2014 RamTableMiscReprs KNIGHT 2 Men, 2 Shifts. Inspect and repair	1	\$5,100.00	\$5,100.00	#1 Ram Table	01-156	Service	Job
KNIGHT	1	Blr1 Dec2014 Undergrate Inspectn KNIGHT includes Mob of UG inspection	1	\$36,400.00	\$36,400.00	#1 Grates	01-159	Service	Job
KNIGHT	2	Blr1 Dec2014 Grate plenums seals and Grate Cyl R&R KNIGHT, 3 Men, 2 Shifts	1	\$7,600.00	\$7,600.00	#1 Grates	01-159	Service	Job
KNIGHT	3	Blr1 Dec2014 Grates topside misc KNIGHT R&R as necessary	1	\$15,000.00	\$15,000.00	#1 Grates	01-159	Service	Job
HELFRICH	1	Blr1 Dec2014 Waterwall Labor Helfrich R&R as necessary	1	\$10,000.00	\$10,000.00	#1 Waterwalls	01-165-100	Service	Job
KNIGHT	2	Blr1 Dec2014 Denox nozzles KNIGHT R&R including material as necessary	1	\$5,800.00	\$5,800.00	#1 Waterwalls	01-165-100	Service	Job
ATLAS COPCO	1	Blr1 Dec2014 Compressor Rental AtlsCopco	1	\$5,771.00	\$5,771.00	#1 Superheater	01-168	Nonstoc	Week
ATLAS COPCO	2	Blr1 Dec2014 AirDryer Rental AtlsCopco	1	\$1,606.00	\$1,606.00	#1 Superheater	01-168	Nonstoc	Week
ATLAS COPCO	3	Blr1 Dec2014 Receiver rental AtlsCopco	1	\$316.00	\$316.00	#1 Superheater	01-168	Nonstoc	Week
ATLAS COPCO	4	Blr1 Dec2014 Trailer rental AtlsCopco	1	\$525.00	\$525.00	#1 Superheater	01-168	Nonstoc	Week
ATLAS COPCO	5	Blr1 Dec2014 3inx50ft Hose rent AtlsCopc	2	\$153.00	\$306.00	#1 Superheater	01-168	Nonstoc	Week
ATLAS COPCO	6	Blr1 Dec2014 3inx25ft hose rent AtlsCopc	1	\$84.00	\$84.00	#1 Superheater	01-168	Nonstoc	Week
ATLAS COPCO	7	Blr1Dec2014 Freight return AtlasCopco	1	\$1,350.00	\$1,350.00	#1 Superheater	01-168	Nonstoc	Each
ZAMPELL	8	Blr1 Dec2014 SH sandblast Zampell 14 men, 3 shifts	1	\$35,850.00	\$35,850.00	#1 Superheater	01-168	Service	Job
ZAMPELL	9	Blr1 Dec2014 SH nightshift mobe Zampell 2nd Mob/Demob 7 men (1/2)	1	\$7,175.00	\$7,175.00	#1 Superheater	01-168	Service	Job
BIG SKY	10	Blr1 Dec2014 SH sandblst vaccuum Big Sky 3 Techs, 1 truck, 1 vacuum (1/2)	1	\$13,082.00	\$13,082.00	#1 Superheater	01-168	Service	Job
HELFRICH	11	Blr1 Dec2014 Superheater labor Helfrich R&R as needed	1	\$95,000.00	\$95,000.00	#1 Superheater	01-168	Service	Job
HELFRICH	12	Blr1 Dec2014 Demobe off site Helfrich 16 men	1	\$16,000.00	\$16,000.00	#1 Superheater	01-168	Service	Each
KNIGHT	13	Blr1 Dec2014 Superhtr Tiebacks KNIGHT 33 per boiler	1	\$3,900.00	\$3,900.00	#1 Superheater	01-168	Nonstoc	Lot

HELFRICH	1	Blr1 Dec2014 Gen Bank Labor Helfrich R&R as needed	1	\$15,750.73	\$15,750.73	#1 Generator	01-171	Service	Job
HELFRICH	1	Blr1 Dec2014 Econo Labor Helfrich R&R as needed	1	\$10,000.00	\$10,000.00	#1 Economizer	01-174	Service	Job
ONLINE CLEANIN	1	Blr1 Dec2014 Blast clean Online Cleaning	1	\$21,060.00	\$21,060.00	#1 Blast Cleaning	01-175	Service	Job
BRAND	1	Blr1 Dec2014 Boiler Scaffolding BRAND 24/7 coverage	1	\$47,412.50	\$47,412.50	#1 Scaffolding	01-178	Service	Job
ZAMPELL	1	Blr1 Dec2014 Refractory labor Zampell 14 men, 3 shifts	1	\$39,250.00	\$39,250.00	#1 Refractory	01-186-100	Service	Job
ZAMPELL	2	Blr1 Dec2014 RefractoryCrew DeMobe Zampell 14 men	1	\$14,350.00	\$14,350.00	#1 Refractory	01-186-100	Service	Job
ZAMPELL	3	Blr1 Dec2014 Freight Tools Zampell (1/2)	1	\$3,250.00	\$3,250.00	#1 Refractory	01-186-100	Nonstock	Each
ZAMPELL	4	Blr1 Dec2014 Saturday downtime Zampell	1	\$1,765.00	\$1,765.00	#1 Refractory	01-186-100	Service	Each
KNIGHT	1	Blr1 Dec2014 ExpellerChuteRepairs KNIGHT 4 men 4 shifts	1	\$20,200.00	\$20,200.00	#1 Ash Chute	01-192	Service	Job
HELFRICH	1	Blr1 Dec2014 Misc Work Helfrich R&R piping and valves as directed	1	\$10,000.00	\$10,000.00	#1 Piping Vents and	01-200	Service	Job
KNIGHT	1	Blr1 Dec2014 Expeller cheek plate KNIGHT 3 men, 4 shifts includes material	1	\$15,200.00	\$15,200.00	#1 Expeller	16-450-120	Service	Job
KNIGHT	2	Blr1 Dec2014 ExpellerPinsBushings KNIGHT R&R as needed	1	\$14,000.00	\$14,000.00	#1 Expeller	16-450-120	Service	Job
KNIGHT	1	SDA1 Dec2014 Misc repairs KNIGHT 2 men, 2 shifts	1	\$5,700.00	\$5,700.00	#1 SDA	30-500-100	Service	Job
KNIGHT	1	Blr1 Dec2014 FF Hoppers Misc KNIGHT 3 men, 3 shifts, includes material	1	\$12,100.00	\$12,100.00	#1 Fabric Filters	30-503-100	Service	Job
KNIGHT	2	Blr1 Dec2014 FF Dirtyside duct KNIGHT 3 men, 3 shifts, includes material	1	\$12,100.00	\$12,100.00	#1 Fabric Filters	30-503-100	Service	Job
KNIGHT	3	Blr1 Dec2014 FF Cleanside Duct KNIGHT 3 men, 3 shifts, includes material	1	\$12,100.00	\$12,100.00	#1 Fabric Filters	30-503-100	Service	Job
KNIGHT	4	Blr1 Dec2014 FF Tubsheet wall KNIGHT 3 men, 3 shifts	1	\$11,400.00	\$11,400.00	#1 Fabric Filters	30-503-100	Service	Job
BOILER 2									
KNIGHT	1	Blr2 Dec2014 Feed Chute RnR KNIGHT 2 men, 4 shifts	1	\$11,100.00	\$11,100.00	#2 Feed Chute	02-150	Service	Job
KNIGHT	1	Blr2 Dec2014 Ram Table RnR KNIGHT 2 men, 2 shifts	1	\$5,100.00	\$5,100.00	#2 Ram Table	02-156	Service	Job
KNIGHT	1	Blr2 Dec2014 Undergrate Inspectn KNIGHT includes Mob of UG inspection	1	\$36,400.00	\$36,400.00	#2 Grates	02-159	Service	Job

KNIGHT	2	Blr2 Dec2014 Grate plenums seals and cylinder R&R KNIGHT 3 men, 2 shifts	1	\$7,600.00	\$7,600.00	#2 Grates	02-159	Service	Job
KNIGHT	3	Blr2 Dec2014 Grates topside misc KNIGHT R&R as needed	1	\$15,000.00	\$15,000.00	#2 Grates	02-159	Service	Job
HELFRICH	1	Blr2 Dec2014 Waterwall Labor Helfrich R&R as needed	1	\$10,000.00	\$10,000.00	#2 Waterwalls	02-165-100	Service	Job
KNIGHT	2	Blr2 Dec2014 Denox nozzles KNIGHT R&R including material as needed	1	\$5,800.00	\$5,800.00	#2 Waterwalls	02-165-100	Service	Job
ATLAS COPCO	2	Blr2 Dec2014 Compressor Rental AtlsCopco	1	\$5,771.00	\$5,771.00	#2 Superheater	02-168	Nonstoc	Week
ATLAS COPCO	3	Blr2 Dec2014 AirDryer Rental AtlsCopco	1	\$1,606.00	\$1,606.00	#2 Superheater	02-168	Nonstoc	Week
ATLAS COPCO	4	Blr2 Dec2014 Receiver rental AtlsCopco	1	\$316.00	\$316.00	#2 Superheater	02-168	Nonstoc	Week
ATLAS COPCO	5	Blr2 Dec2014 Trailer rental AtlsCopco	1	\$525.00	\$525.00	#2 Superheater	02-168	Nonstoc	Week
ATLAS COPCO	6	Blr2 Dec2014 3inx50ft Hose rent AtlsCopc	2	\$153.00	\$306.00	#2 Superheater	02-168	Nonstoc	Week
ATLAS COPCO	7	Blr2 Dec2014 3inx25ft hose rent AtlsCopc	1	\$84.00	\$84.00	#2 Superheater	02-168	Nonstoc	Week
ATLAS COPCO	8	Blr2Dec2014 Freight Delivery AtlasCopco	1	\$1,350.00	\$1,350.00	#2 Superheater	02-168	Nonstoc	Each
ZAMPELL	9	Blr2 Dec2014 SH sandblast Zampell 14 men, 3 shifts	1	\$35,850.00	\$35,850.00	#2 Superheater	02-168	Service	Each
ZAMPELL	10	Blr2 Dec2014 SH nightshift deMobe Zmpl 7 men (1/2)	1	\$7,175.00	\$7,175.00	#2 Superheater	02-168	Service	Each
BIG SKY	11	Blr2 Dec2014 SH sandblst vacuum Big Sky 3 Techs, 1 truck, 1 vacuum (1/2)	1	\$13,082.00	\$13,082.00	#2 Superheater	02-168	Service	Job
HELFRICH	12	Blr2 Dec2014 Superheater labor Helfrich R&R as needed	1	\$95,000.00	\$95,000.00	#2 Superheater	02-168	Service	Job
HELFRICH	13	Blr2 Dec2014 Mobe to Site Helfrich 16 men	1	\$16,000.00	\$16,000.00	#2 Superheater	02-168	Service	Each
KNIGHT	14	Blr2 Dec2014 Suprhtr Tiebacks KNIGHT (33)	1	\$3,900.00	\$3,900.00	#2 Superheater	02-168	Nonstoc	Lot
KNIGHT	15	Blr2 Dec2014 Toilets Handwashes KNIGHT	1	\$1,600.00	\$1,600.00	#2 Superheater	02-168	Nonstoc	Lot
KNIGHT	16	Blr2 Dec2014 Power pack 2 per week KC	2	\$1,200.00	\$2,400.00	#2 Superheater	02-168	Nonstoc	Week
HELFRICH	1	Blr2 Dec2014 Gen Bank Labor Helfrich R&R as needed	1	\$15,750.73	\$15,750.73	#2 Generator	02-171	Service	Job
HELFRICH	1	Blr2 Dec2014 Econo Labor Helfrich R&R as needed	1	\$10,000.00	\$10,000.00	#2 Economizer	02-174	Service	Job
ONLINE CLEANIN	1	Blr2 Dec2014 Blast Clean Online Cleaning	1	\$21,060.00	\$21,060.00	#2 Online Blast C	02-175	Service	Job
BRAND	1	Bl2 Dec2014 Boiler Scaffolding Brand	1	\$47,412.50	\$47,412.50	#2 Scaffolding	02-178	Service	Job
ZAMPELL	1	Blr2 Dec2014 Refractory labor Zampell 14 men, 3 shifts	1	\$39,250.00	\$39,250.00	#2 Refractory	02-186-100	Service	Job

ZAMPELL	2	Blr2 Dec2014 RefractoryCrew Mobe Zampell 14 men	1	\$14,350.00	\$14,350.00	#2 Refractory	02-186-100	Service	Job
ZAMPELL	3	Blr2 Dec2014 Freight Tools Zampell	1	\$3,250.00	\$3,250.00	#2 Refractory	02-186-100	Nonstock	Each
ZAMPELL	4	Blr2 Dec2014 Sunday downtime Zampell	2	\$700.00	\$1,400.00	#2 Refractory	02-186-100	Service	Each
KNIGHT	1	Blr2 Dec2014 Expeller Chute Misc KNIGHT 4 men, 4 shifts	1	\$20,200.00	\$20,200.00	#2 Expeller Ash C	02-192	Service	Job
HELFRICH	1	Blr2 Dec2014 Misc Work Labor Helfrich R&R valves and piping as directed	1	\$10,000.00	\$10,000.00	#2 Piping Vents a	02-200	Service	Job
KNIGHT	1	Blr2 Dec2014 Expeller Wear plates KNIGHT 3 men, 4 shifts includes material	1	\$15,200.00	\$15,200.00	#2 Expeller	16-450-220	Service	Job
KNIGHT	2	Blr2 Dec2014 Expellerpinsbushings KNIGHT R&R as needed	1	\$14,000.00	\$14,000.00	#2 Expeller	16-450-220	Service	Job
KNIGHT	1	SDA2 Dec2014 Misc repairs KNIGHT 2 men, 2 shifts	1	\$5,700.00	\$5,700.00	#2 SDA	30-500-200	Service	Job
KNIGHT	1	Blr2 Dec2014 FF Hoppers Misc KNIGHT 3 men, 3 shifts	1	\$12,100.00	\$12,100.00	#2 Fabric Filters	30-503-200	Service	Job
KNIGHT	2	Blr2 Dec2014 FF Dirtyside duct KNIGHT 3 men, 3 shifts	1	\$12,100.00	\$12,100.00	#2 Fabric Filters	30-503-200	Service	Job
KNIGHT	3	Blr2 Dec2014 FF Cleanside Duct KNIGHT 3 men, 3 shifts	1	\$12,100.00	\$12,100.00	#2 Fabric Filters	30-503-200	Service	Job
KNIGHT	4	Blr2 Dec2014 FF Tubsheet wall KNIGHT 3 men, 3 shifts	1	\$11,400.00	\$11,400.00	#2 Fabric Filters	30-503-200	Service	Job

RT019344-08	720.524900.WPASSTHRU
RT019344-09	720.524900.WPASSTHRU
RT019344-10	720.524900.WPASSTHRU
RT019344-11	720.524900.WPASSTHRU
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RT019344-22	720.524900.WPASSTHRU
BOILER 2	
RT019349-02	720.524900.WPASSTHRU
RT019349-04	720.524900.WPASSTHRU
RT019349-05	720.524900.WPASSTHRU

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RT019349-07	720.521300.WPASSTHRU
RT019349-07	720.521300.WPASSTHRU
RT019349-08	720.524900.WPASSTHRU
RT019349-09	720.524900.WPASSTHRU
RT019349-10	720.524900.WPASSTHRU
RT019349-11	720.524900.WPASSTHRU
RT019349-15	720.524900.WPASSTHRU

RT019349-15	720.524900.WPASSTHRU
RT019349-15	720.521300.WPASSTHRU
RT019349-15	720.524900.WPASSTHRU
RT019349-17	720.524900.WPASSTHRU
RT019349-18	720.524900.WPASSTHRU
RT019349-20	720.524900.WPASSTHRU
RT019349-20	720.524900.WPASSTHRU
RT019349-21	720.524900.WPASSTHRU
RT019349-22	720.524900.WPASSTHRU
RT019349-22	720.524900.WPASSTHRU
RT019349-22	720.524900.WPASSTHRU
RT019349-22	720.524900.WPASSTHRU

Attachment E

Spare Parts Inventory and Purchase Price as of _____, 2014

[To be provided by Wheelabrator/Laura and Mike B.]

Attachment F
Company Consulting Rates

November 17, 2014 – November 16, 2015

\$275/hour – Artie Cole, William Roberts, Mike Burt or any senior executive of Company

\$175/hour – Senior Level Engineer or Manager of Company

\$125/hour – Mid-Level Engineer or Technical Services Representative

November 17, 2015 – November 16, 2016

\$289/hour – Artie Cole, William Roberts, Mike Burt or any senior executive of Company

\$184/hour – Senior Level Engineer or Manager of Company

\$131/hour – Mid-Level Engineer or Technical Services Representative

November 17, 2016 – November 16, 2017

\$303/hour – Artie Cole, William Roberts, Mike Burt or any senior executive of Company

\$202/hour – Senior Level Engineer or Manager of Company

\$137/hour – Mid-Level Engineer or Technical Services Representative

November 17, 2017 – November 16, 2018

\$318/hour – Artie Cole, William Roberts, Mike Burt or any senior executive of Company

\$212/hour – Senior Level Engineer or Manager of Company

\$143/hour – Mid-Level Engineer or Technical Services Representative

All expenses billed at actual expense plus 10 percent.

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	OPR 2014-0441
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVE STEELE 625-6064	<u>Project #</u>	2011085
<u>Contact E-Mail</u>	RSTEELE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 14904
<u>Agenda Item Name</u>	5900 - CHANGE ORDER - ROB'S DEMOLITION, INC.		

Agenda Wording

Change Order No. 1 to contract with Rob's Demolition, Inc, for demolition of the building located at 930 East Sprague Avenue for an increase of \$22,260.05 plus tax, for asbestos abatement, for a total contract amount of \$49,065.05.

Summary (Background)

Related to the construction of the CSO Tank at 930 East Sprague Avenue, the City contracted with Rob's Demolition to remove the existing structure. As part of the demolition, the City was required to complete asbestos and lead removal. This cost is on top of the demolition cost and results in the total cost of demolition and abatement requiring council approval.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 24,196.37	# 4370 43416 94000 56501 10033
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	WERNER, MICHAEL	<u>Study Session</u>
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	mhugnes@spokanecity.org
<u>Additional Approvals</u>		mlesesne@spokanecity.org
<u>Purchasing</u>		pdolan@spokanecity.org
		dstele@spokanecity.org

CITY OF SPOKANE

CHANGE ORDER NO. 1

NAME OF CONTRACTOR: Rob's Demolition, Inc.

PROJECT TITLE: Asbestos Removal at 930 East Sprague Avenue

CITY CLERK CONTRACT NUMBER: OPR 2014-0441

=====

DESCRIPTION OF CHANGE:

AMOUNT

Per the original contract language, Rob's Demolition was to secure a bid for the removal of asbestos if discovered in the building located at 930 East Sprague Avenue. The asbestos survey has been completed and the bid has been received for the removal of asbestos. This change order reflects the cost of the removal of the asbestos and will be in excess of the original contract amount.

=====

TOTAL AMOUNT: \$22,260.05

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$26,805.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$26,805.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 22,260.05
REVISED CONTRACT SUM	\$49,065.05

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	July 30, 2014
CURRENT COMPLETION DATE	July 30, 2014
REVISED COMPLETION DATE	January 1, 2015

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	PRO 2012-0040
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KEN BROWN 625-7727	<u>Project #</u>	2012066
<u>Contact E-Mail</u>	KBROWN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 14907
<u>Agenda Item Name</u>	0370 - ADMIN RESERVE INCREASE - L & L CARGILE, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with L & L Cargile, Inc. (Spokane Valley, WA) for Liberty Avenue from Oak Street to Ash Place; Ash Place from Dalton Avenue to Liberty Avenue - for an increase of \$26,768.17

Summary (Background)

During construction of this project a significant rock removal overrun was encountered. The estimated quantity of rock removal was 286 cubic yards; removal of 595 cubic yards of rock was required to complete the work on the project. Therefore, it will be necessary to increase the administrative reserve an additional \$26,768.17 or 11.1%.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 29,097.00	#	5901 99999 99999 18901 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 11/10/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pdolan@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		kbrown@spokanecity.org	
		mcash@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

for a total administrative reserve of \$50,803.94 or 21.1% of the contract price.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Engineering Services Department
Date November 10, 2014

Subject:

Liberty Ave. from Oak St. to Ash Pl. & Ash Pl. from Dalton Ave. to Liberty Ave., #2012066
Request for additional administrative reserve

Background:

During construction of this project a significant rock removal overrun was encountered. The estimated quantity of rock removal was 286 cubic yards; removal of 595 cubic yards of rock was required to complete the work on the project.

The contract specifications allow the contractor to request an adjustment to the unit prices when a quantity overrun exceed 125% of the estimated quantity. The contractor has requested to be compensated for the actual cost of the rock removal in excess of 125% of the estimated quantities.

The actual cost for rock removal has been calculated at \$158.48 per cubic yard. If this request is approved the contractor will be compensated \$158.48 per cubic yard for 236.9 cubic yards of the rock removal overrun, totaling \$37,543.91.

There are sufficient administrative reserves to cover some of these costs. This request is for \$26,768.17 additional administrative reserves to make final payment for the project.

Impact:

Original Contract Amount:	\$ 240,357.70
Original Administrative Reserve:	\$ 24,035.77 (10%)
Admin. Reserve, this request:	\$ 26,768.17 (11.1%)

Total Budget if approved: \$ 291,161.64

Cost for this increase will come 100% from the 2004 Street Bond

Action:

Approve this request for \$26,768.17 additional administrative reserve to make final payment for the project.

For further information on this subject contact Kyle Twohig, Engineering Operations Manager at 625-6152.

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

11/17/2014

Date Rec'd

10/28/2014

Clerk's File #

OPR 2014-0774

Renews #Submitting Dept

FIRE

Cross Ref #Contact Name/Phone

BRIAN SCHAEFFER 625-7002

Project #Contact E-Mail

BSCHAEFFER@SPOKANEFIRE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

REVENUE

Agenda Item Name

1970 INTEGRATED MEDICAL SERVICES PROGRAM AGREEMENT

Agenda Wording

Agreement, per RCW 39.34, between Spokane Fire Dept (SFD) and Spokane Valley Fire Dept (SVFD) to enter into a cooperative Agreement for the provision of an Integrated Medical Services Program (IMSP).

Summary (Background)

The IMSP will be empowered to provide direction and oversight to both Agencies Emergency Medical Programs and lay the ground work that will enable the Agencies to implement a comprehensive, cooperative, and Regional Integrated Health Services. Management of the IMSP will be done by the Integrated Emergency Medicine Coordinator (IEMC), under the supervision of the Medical Advisor, and directed by Agency designees. SVFD will share 40% of the management cost, billed quarterly.

Fiscal ImpactBudget Account

Revenue \$ 84,328

1970-35120-99999-33825-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study Session

PSC 11/17/2014

Division Director

SCHAEFFER, BRIAN

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

Fire: bschaeffer, korlob, mdoval

For the Mayor

SANDERS, THERESA

SVFD: collinsb@SpokaneValleyFire.com

Additional ApprovalsPurchasing

PRINCE, THEA

COOPERATIVE INTEGRATED MEDICAL SERVICES STAFFING AGREEMENT

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the City of Spokane, Washington Fire Department ("SFD") and the Spokane Valley, Washington Fire Department ("SVFD"):

WITNESSETH

WHEREAS, both SFD and SVFD ("Agencies") provide Advanced Life Support (ALS) Emergency Medical Services to their citizens in compliance with WAC 246-976 et seq. and;

WHEREAS, due to national policy changes, technical advances in Pre-hospital Emergency Medicine, the growing complexity of delivering an integrated emergency medical education program, as well as other factors, the expertise required of firefighters, EMT's, and Paramedics has never been greater; and

WHEREAS, education, quality improvement, integrated system evaluation, and constant improvement are critical elements for the operation of effective and efficient Fire and Rescue Operations; and

WHEREAS, it is challenging for individual Fire and Rescue organizations to provide adequate leadership and support systems within the confines of limited fiscal constraints; and

WHEREAS, the Agencies participating in this Agreement have determined that a cooperative Integrated Medical Services Program (IMSP) is an efficient means of individually building their leadership and management capacity, as well as the overall improvement in coordination between the Fire Departments; and

WHEREAS, RCW 39.34 empowers joint exercise by two (2) or more local governmental agencies of any power authorized common to them; and

WHEREAS, it is the desire of the signatories hereto to provide for a cooperative IMSP for their mutual advantage and concern.

NOW, THEREFORE, for and in consideration of the promises, the mutual advantages to be derived there from, and in consideration of the mutual covenants herein contained, it is agreed by the Agencies as follows:

1. Cooperative Agreement Established. Pursuant to the joint powers authorization of RCW 39.34, the undersigned do hereby enter into a cooperative Agreement for the provision of an Integrated Medical Services Program (IMSP).

2. Program Scope. Under the umbrella of this Agreement the IMSP is empowered to provide direction and oversight to both Agencies Emergency Medical Programs and lay the ground work that will enable the Agencies to implement a comprehensive, cooperative, and Regional Integrated Health Services (Community Paramedicine).

3. IMSP Management and Direction to Provide Services. Management of the IMSP will be done by the Integrated Emergency Medicine Coordinator (IEMC), under the supervision of the Medical Advisor, and directed by Agency designees. Job requirements and selection of the Medical Advisor and Integrated Emergency Medicine Coordinator will be made through a cooperative process as defined by, and agreed to, by the Agencies. Final recommendation of the Medical Advisor and Integrated Emergency Medicine Coordinator will be made by Agency Designees to their respective governing bodies, through processes defined, and required by Agency policies for approval. When the Integrated Emergency Medicine

Coordinator (IEMC) selected, is a current employee of a participating Agency, he/she shall remain an employee of that Agency.

4. Services Provided by the IEMC. The IEMC shall provide the following Training, Development, and QA/QI Services to each Agency participating in this Agreement:

- (a) PCR review
- (b) QA/QI Data Collection and Interpretation
- (c) Trend Analysis
- (d) Training Development to Address Agency Needs
- (e) Development, Coordination, and Oversight of Regional Integrated Health Services (Community Paramedicine)
- (f) Program Reporting
- (g) Compliance Oversight
- (h) Other duties cooperatively agreed upon by Agency Designees

5. Proportional Division of IMSP Services. The cost of the IMSP will be divided proportionally among the participating Agencies in accordance with the division of the Cooperative IMSP Program Costs as set out in Section 6 of this Agreement. It shall be the responsibility of the IEMC to document services provided to and/or proportional benefits received by each of the Agencies participating in this Agreement. This documentation shall be reviewed quarterly by Agency Designees.

6. Cooperative IMSP Services Costs. Participating Agencies agree to pay the Agency employing the IEMC and contracting with the Medical Advisor the following proportion of costs associated with employment, as outlined in the following table:

Total IEMC and Medical Advisor Cost, \$ 210,819

Agency	Share of Service	Annual Cost
City of Spokane	60%	\$ 126,491
Spokane Valley Fire	40%	\$ 84,328
Total	100%	\$ 210,819

The Agency employing the IEMC and contracting with the Medical Advisor shall bill each participating Agency quarterly the amounts provided for above, and the Agency shall pay their respective fee within thirty (30) days of invoice receipt. The Annual Cost for Years two (2) and three (3) shall increase each year by 3.0%, regardless of increases in actual employment costs experienced by the Agency employing the IEMC, as a means to absorb rising salary, benefit and ancillary costs.

7. Adjustment to Proportional Costs. Not less than sixty days (60) before the end of the first (1st) year of the term of this Agreement, Agency Designees shall meet to consider adjustment to the share of service and proportional costs set out in Section 5 for Year two (2) and Year three (3). The stated goal of Article 7 of this Agreement is to revise the share of service so that by Year three (3) the annual cost between the Agencies is equal. However, this will be considered on a year by year basis. Agencies must agree to adjust the share of service and shall do so by written amendment to this Agreement.

8. Additional Support for IMSP. In addition to the payments described above, the Agencies shall provide a central work and conference room space for the IEMC.

9. Accountability and Program Oversight. Designees of participating Agencies

shall provide supervision to the IMSP, and as a group shall direct the IMSP's projects and activities. This oversight shall include decision-making regarding allocation of IMSP efforts among the Agencies in accordance with this Agreement. To ensure that each Agency is receiving the agreed upon level of service, the IEMC shall submit a detailed monthly report to Agency Designees, and make available supporting time logs, training curricula, etc. Agency Designees shall meet or confer monthly to discuss the IMSP's accomplishments, plan future activities, and generally direct shared EMS efforts under this Program.

10. Amendments. This Agreement may not be further amended, except by formal written amendment and resolution of all current parties to it. However, the IEMC is authorized to recommend for approval supplemental binding policies and procedures that will provide for more detailed administration of the shared EMS Program. Said policies and procedures may be adopted and amended by unanimous consent of Agency Designees, provided such amendments do not conflict with the terms set forth in this Agreement.

11. Additional Participants. With the approval of the Agencies whom are a party to this Agreement, additional Agencies may participate in the Agreement, under the terms of a written addendum stating the reallocation of the "Share of Service" to be received, and the reallocation of annual costs to be paid by additional Agencies becoming a party to this Agreement.

12. Duration. This Agreement shall remain in effect for a minimum duration of three (3) years, or until rescinded by unanimous consent of the participating Agencies.

By providing 60 days notice in writing, and supporting documentation outlining continued failure of the IMSP to provide the services outlined in this Agreement, a participating Agency

may formally withdraw from the IMSP, and/or suspend payment until such time that measures are taken to satisfactorily address documented failures.

13. Authorization. Prior to execution of this Agreement, each participating Agency shall deliver to the other participating Agencies, a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Agreement.

14. Effective Date. This Agreement shall become effective when signed and formally adopted by each respective Agency's governing bodies.

IN WITNESS WHEREOF, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF SPOKANE:

Date: _____

Mayor

Approved as to Form:

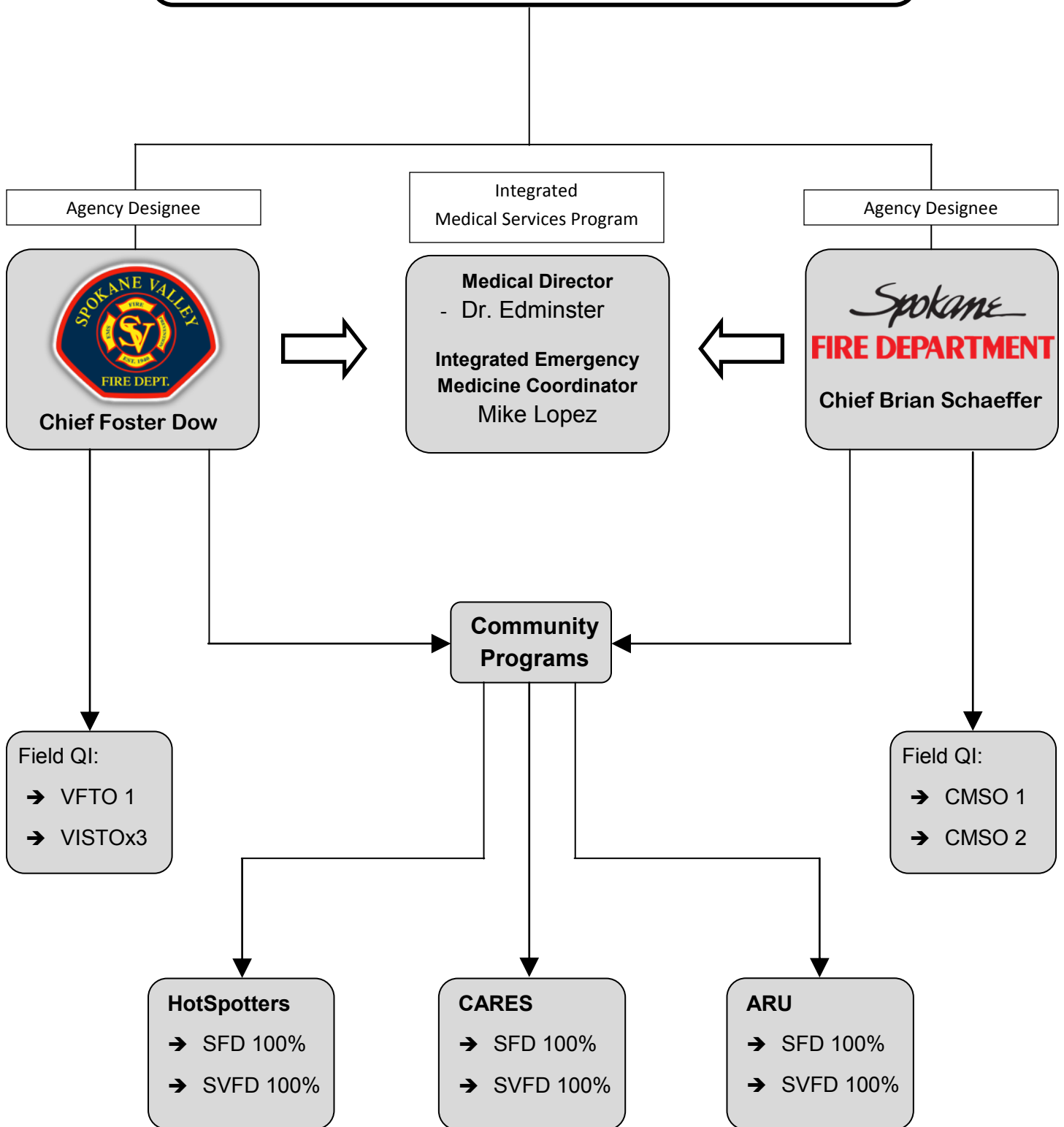
Attest:

Assistant City Attorney

City Clerk

SPOKANE VALLEY FIRE DEPARTMENT:

SFD and SVFD Integrated Medical Services





Chief Foster Dow

Field QI/Training

- VFTO
- VISTO

Community Programs

- CARES

SVFD

Integrated Medical Services Program

- Medical Director: Dr. Edminster
- Integrated Emergency Medicine Coordinator: Mike Lopez
- Field QI / Training
- Community Programs

SFD

Field QI/Training

- CMSO 1
- CMSO 2

Community Programs

- CARES
- HotSpotters

Spokane
FIRE DEPARTMENT
Chief Brian Schaeffer

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

11/17/2014

<u>Date Rec'd</u>	11/12/2014
<u>Clerk's File #</u>	FIN 2014-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2014

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 11/10/14.
Total: \$ 5,903,104.99 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total: \$ 5,843,277.84

Summary (Background)

Pages 1-21 Check numbers: 499993 - 500257 ACH payment numbers: 15813 - 15873 On file for review in City Clerks Office: 21 Page listing of Claims

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 5,843,277.84	# Various
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
<u>Division Director</u>	<u>Other</u>
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	
<u>For the Mayor</u>	

<u>Additional Approvals</u>	
<u>Purchasing</u>	

REPORT: PG3620
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 45

APPROVAL FUND SUMMARY

DATE: 11/11/14
TIME: 08:15
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	181,690.34
1100	STREET FUND	213,425.78
1200	CODE ENFORCEMENT FUND	47.39
1380	TRAFFIC CALMING MEASURES	561.75
1450	UNDER FREEWAY PARKING FUND	499.14
1460	PARKING METER REVENUE FUND	46,499.91
1540	HUMAN SERVICES GRANTS FUND	0.00
1590	HOTEL/MOTEL TAX FUND	356,579.25
1630	COMBINED COMMUNICATIONS CENTER	1,000.00
1640	COMMUNICATIONS BLDG M&O FUND	1,596.73
1680	CD/HS OPERATIONS	51.06
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1695	CDBG REVOLVING LOAN FUND	0.00
1710	HOME PROGRAM	43,225.26
1910	CRIMINAL JUSTICE ASSISTANCE FD	449,166.74
1970	FIRE/EMS FUND	39,303.35
3200	ARTERIAL STREET FUND	900,977.33
3404	2004 UTGO STREET BONDS	223,215.48
3495	CAPITAL IMPROVEMENTS 1995	2,776.58
4100	WATER DIVISION	868,917.42
4250	INTEGRATED CAPITAL MANAGEMENT	273.26
4300	SEWER FUND	1,216,773.09
4480	SOLID WASTE FUND	32,275.34
4490	SOLID WASTE DISPOSAL CONS FUND	11.61
4700	BLDG SERVICES	1,035.27
5100	FLEET SERVICES FUND	1,315.26
5200	PUBLIC WORKS AND UTILITIES	4,104.62
5300	IT FUND	79,870.68
5310	IT CAPITAL REPLACEMENT FUND	6,552.84
5400	REPROGRAPHICS FUND	3,544.26
5800	RISK MANAGEMENT FUND	46,049.26
5810	WORKERS' COMPENSATION FUND	204,169.00
5820	UNEMPLOYMENT COMPENSATION FUND	82,583.81
5830	EMPLOYEES BENEFITS FUND	555,800.64
5900	ASSET MANAGEMENT FUND OPS	10,900.91
5901	ASSET MANAGEMENT FUND CAPITAL	9,478.71
6060	EMPLOYEES' RETIREMENT FUND	124.00
6070	FIREFIGHTERS' PENSION FUND	95,218.22
6080	POLICE PENSION FUND	99,740.61
6785	TRANSPORTATION BENEFIT DIST	63,692.94
6920	CLAIMS CLEARING FUND	230.00
TOTAL:		5,843,277.84

REPORT: PG3630
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 45

DATE: 11/11/14
TIME:
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

EASTERN WASHINGTON UNIVERSITY	SURVEYS/STUDIES	
STUDENT FINACIAL SERVICES/OGRD	CHECK NO. - 00500158	2,361.51
WINSTON & CASHATT PS	LEGAL SERVICES	
	CHECK NO. - 00500179	6,072.97
TOTAL FOR 0020 - NONDEPARTMENTAL		8,434.48

0100 - GENERAL FUND

AHBL INC	GRANT CASH PASS THRU ACCOUNT	
	CHECK NO. - 00499993	2,160.00
KIEMLE & HAGOOD COMPANY	GRANT CASH PASS THRU ACCOUNT	
	CHECK NO. - 00500163	40,885.33
PEACEFUL VALLEY NEIGHBORHOOD	GRANT CASH PASS THRU ACCOUNT	
ASSOCIATION/COMMUNITY CENTER	ACH PMT NO. - 80015822	4,117.01
US BANK	PCARD ADVANCE PYMT REC	
	ACH PMT NO. - 80015866	55,635.91
VOLUNTEERS OF AMERICA	GRANT CASH PASS THRU ACCOUNT	
EASTERN WA & N IDAHO	ACH PMT NO. - 80015825	12,687.55
TOTAL FOR 0100 - GENERAL FUND		115,485.80

0230 - CIVIL SERVICE

NICOLE GOES	TRAVEL	
	ACH PMT NO. - 80015868	227.92
TOTAL FOR 0230 - CIVIL SERVICE		227.92

0370 - ENGINEERING SERVICES

ABADAN REPROGRAPHICS	OFFICE SUPPLIES	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00500207	10.87
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80015828	392.13
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80015828	32.88
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	CHECK NO. - 00500001	3.70
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80015823	862.10

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00500046	34.08-
TOTAL FOR 0370 - ENGINEERING SERVICES		1,267.60

0450 - COMM & NEIGHBHD SVCS DIVISION		

STANDARD DIGITAL PRINT CO INC	CONTRACTUAL SERVICES ACH PMT NO. - 80015837	695.68
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		695.68

0500 - LEGAL		

ERIN A JACOBSON	CLE TRAVEL ACH PMT NO. - 80015826	298.24
SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	CLE TRAVEL CHECK NO. - 00500240	2,040.00
SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00500240	105.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS CHECK NO. - 00500174	5,672.82
TOTAL FOR 0500 - LEGAL		8,116.06

0520 - MAYOR		

MJB CONSULTING INC	PROFESSIONAL SERVICES CHECK NO. - 00500165	5,500.00
TOTAL FOR 0520 - MAYOR		5,500.00

0560 - MUNICIPAL COURT		

AMY HARTE	TRAVEL ACH PMT NO. - 80015840	355.89
BLUE MOUNTAIN NEUROPSYCHOLOGICAL ASSOCIATES	MISC SERVICES/CHARGES CHECK NO. - 00499995	800.00
GUARDSMARK LLC	ALARM/SECURITY SERVICES CHECK NO. - 00500004	205.37
HOWARD F DELANEY	TRAVEL CHECK NO. - 00500033	329.28
TOTAL FOR 0560 - MUNICIPAL COURT		1,690.54

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0570 - OFFICE OF HEARING EXAMINER

BRIAN MCGINN	TRAVEL CHECK NO. - 00500229	214.24
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		214.24

0620 - HUMAN RESOURCES

OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00500166	344.00
TOTAL FOR 0620 - HUMAN RESOURCES		344.00

0650 - PLANNING SERVICES

SIGNS NOW DIV OF IN PROCESS INC	ADVERTISING CHECK NO. - 00500235	474.77
TOTAL FOR 0650 - PLANNING SERVICES		474.77

0680 - POLICE

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80015813	10,300.00
BLUMENTHAL UNIFORMS & EQUIP	MINOR EQUIPMENT CHECK NO. - 00500030	238.59
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00500216	10.61
FIREPOWER INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80015817	150.00
INLAND NW HEALTH SERVICES	PUBLICATIONS CHECK NO. - 00500007	256.00
INLAND NW HEALTH SERVICES	REGISTRATION/SCHOOLING CHECK NO. - 00500007	1,220.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES CHECK NO. - 00500166	517.75
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT CHECK NO. - 00500169	4,674.19
SPOKANE CONCRETE CUTTING INC	BUILDING IMPROVEMENTS CHECK NO. - 00500018	168.49
WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING CHECK NO. - 00500021	18,350.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0680 - POLICE		35,885.63
0690 - PROBATION SERVICES		

COPIERS NORTHWEST INC	OTHER MISC CHARGES CHECK NO. - 00500214	54.14
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00500216	12.08
TOTAL FOR 0690 - PROBATION SERVICES		66.22

0700 - PUBLIC DEFENDER		

BRIDGET CONDON	TRAVEL CHECK NO. - 00500211	407.20
LILLIAN S A TANG	TRAVEL CHECK NO. - 00500242	380.20
TOTAL FOR 0700 - PUBLIC DEFENDER		787.40

0750 - ECONOMIC DEVELOPMENT		

EAST SPOKANE BUSINESS ASSOCIATION	PROFESSIONAL SERVICES CHECK NO. - 00500157	2,500.00
TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		2,500.00

1100 - STREET FUND		

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80015828	204,032.80
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80015828	181.23
INGA M NOTE	LOCAL MILEAGE ACH PMT NO. - 80015870	67.76
QUALITY COUNTS LLC	PROFESSIONAL SERVICES CHECK NO. - 00500168	600.00
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	CONTRACTUAL SERVICES CHECK NO. - 00500169	601.12
SPECIAL ASPHALT PRODUCTS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500016	42.58
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00500017	59.77

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00500246	239.38
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00500023	6,866.33
WESTERN STATES ASPHALT	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500025	734.81
TOTAL FOR 1100 - STREET FUND		213,425.78
1200 - CODE ENFORCEMENT FUND		
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES CHECK NO. - 00500019	47.39
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		47.39
1380 - TRAFFIC CALMING MEASURES		
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80015816	561.75
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		561.75
1450 - UNDER FREEWAY PARKING FUND		
A TO Z RENTALS	MINOR EQUIPMENT CHECK NO. - 00500206	279.14
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	CONTRACTUAL SERVICES CHECK NO. - 00500029	220.00
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		499.14
1460 - PARKING METER REVENUE FUND		
CHRISTAPHER BOLT dba KB CONSTRUCTION	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500162	6,012.20
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80015816	561.75
SHARP-LINE INDUSTRIES INC	CONTRACTUAL SERVICES CHECK NO. - 00500170	39,759.97
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00500246	165.99
TOTAL FOR 1460 - PARKING METER REVENUE FUND		46,499.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1540 - HUMAN SERVICES GRANTS FUND

VOLUNTEERS OF AMERICA	CONTRACTUAL SERVICES	
EASTERN WA & N IDAHO	ACH PMT NO. - 80015825	12,687.55
VOLUNTEERS OF AMERICA	GRANT CASH PASS THRU ACCOUNT	
EASTERN WA & N IDAHO	ACH PMT NO. - 80015825	12,687.55-
TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		0.00

1590 - HOTEL/MOTEL TAX FUND

SPOKANE PUBLIC FACILITIES	IG PAYMENT FROM FED/STATE/LOCL	
DISTRICT	ACH PMT NO. - 80015836	356,579.25
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		356,579.25

1630 - COMBINED COMMUNICATIONS CENTER

HRA VEBA TRUST	VEBA POST EMPLOYMENT	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80015820	1,000.00
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		1,000.00

1640 - COMMUNICATIONS BLDG M&O FUND

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	CHECK NO. - 00500213	1,596.73
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		1,596.73

1680 - CD/HS OPERATIONS

FEDEX	POSTAGE	
	CHECK NO. - 00500002	51.06
TOTAL FOR 1680 - CD/HS OPERATIONS		51.06

1690 - COMM DEVELOPMENT BLOCK GRANTS

AHBL INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00499993	2,160.00
AHBL INC	GRANT CASH PASS THRU ACCOUNT	
	CHECK NO. - 00499993	2,160.00-
PEACEFUL VALLEY NEIGHBORHOOD	CONTRACTUAL SERVICES	
ASSOCIATION/COMMUNITY CENTER	ACH PMT NO. - 80015822	4,117.01

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PEACEFUL VALLEY NEIGHBORHOOD ASSOCIATION/COMMUNITY CENTER	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80015822	4,117.01-
TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS		0.00
1695 - CDBG REVOLVING LOAN FUND		
KIEMLE & HAGOOD COMPANY	CONTRACTUAL SERVICES CHECK NO. - 00500163	40,885.33
KIEMLE & HAGOOD COMPANY	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00500163	40,885.33-
TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND		0.00
1710 - HOME PROGRAM		
KONSTANTIN & TATYANA VASILENKO	CONTRACTUAL SERVICES CHECK NO. - 00500177	43,225.26
TOTAL FOR 1710 - HOME PROGRAM		43,225.26
1910 - CRIMINAL JUSTICE ASSISTANCE FD		
SPOKANE COUNTY JAIL SPOKANE COUNTY TREASURER	COUNTY JAIL COSTS CHECK NO. - 00500172	434,727.00
WA ASSN OF SHERIFFS & POLICE CHIEFS	STATE OF WASHINGTON CHECK NO. - 00500178	14,439.74
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		449,166.74
1970 - FIRE/EMS FUND		
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00500210	4,215.70
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00500213	169.57
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00500216	105.71
GENERAL FIRE APPARATUS CO INC	CLOTHING CHECK NO. - 00500036	400.00
GENERAL FIRE APPARATUS CO INC	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00500036	5,700.25
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80015820	18,500.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80015848	2,837.07
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80015850	5,000.00
UNIFIRE POWER BLOWERS INC	MINOR EQUIPMENT CHECK NO. - 00500043	2,264.05
US HEALTHWORKS MEDICAL GROUP OF WASHINGTON PS	MEDICAL SERVICES CHECK NO. - 00500044	92.00
WESTERN STATES ASPHALT INC ATTN: SCOTT BLUBAUGH	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00500221	19.00

TOTAL FOR 1970 - FIRE/EMS FUND		39,303.35

3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500207	1,268.89
AUBLE, JOLLCOEUR & GENTRY INC DBA VALBRIDGE PROPERTY	RIGHT OF WAY CHECK NO. - 00500175	5,000.00
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500153	4,364.96
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500154	379,747.41
HICKS STRIPING & CURBING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80015846	56,110.85
NW PLANT HEALTH CARE INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500231	32,722.97
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500234	49,803.10
SPOKANE ARTS FUND	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500171	940.00
SPOKANE ROCK PRODUCTS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500173	371,019.15

TOTAL FOR 3200 - ARTERIAL STREET FUND		900,977.33

3404 - 2004 UTGO STREET BONDS

NW PLANT HEALTH CARE INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500231	2,110.30
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500234	221,105.18

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 3404 - 2004 UTGO STREET BONDS		223,215.48

3495 - CAPITAL IMPROVEMENTS 1995		

DELL MARKETING LP	MISC IMPROVEMENT NONBUILDINGS	
%DELL USA LP	ACH PMT NO. - 80015816	2,776.58
TOTAL FOR 3495 - CAPITAL IMPROVEMENTS 1995		2,776.58

4100 - WATER DIVISION		

ANATEK LABS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80015843	5,880.00
DEBRA L WILSON	REFUNDS	
11712 E 24TH AVE	CHECK NO. - 00500039	128.05
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	CHECK NO. - 00500001	6.90
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER	
dba FAMILIAN NW INC	ACH PMT NO. - 80015858	361.54
FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES	
VIKING LOGIC INC	CHECK NO. - 00500159	37.11
GAVIN COOLEY	TRAVEL	
	ACH PMT NO. - 80015839	150.78
H D SUPPLY WATERWORKS LTD	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00500005	590.02
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80015860	3,498.59
HCI INDUSTRIAL & MARINE	REPAIRS/MAINTENANCE	
COATINGS INC	CHECK NO. - 00500160	520,181.49
JAMES R BRUMFIELD	REFUNDS	
PO BOX 9222	CHECK NO. - 00500040	877.70
JTL ENGINEERING PLLC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00500219	2,500.00
NEPTUNE TECHNOLOGY GROUP INC	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80015863	17,274.32
NORCO INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00500042	24.46
NW PLANT HEALTH CARE INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00500231	10,880.72
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00500234	226,192.20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RIVER RUN HOMEOWNERS ASSN C/O M-T MANAGEMENT INC	REFUNDS CHECK NO. - 00500222	1,822.26
SHARON PIPER 121 W HOERNER	REFUNDS CHECK NO. - 00500223	29.80
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00500239	97.00
SPOKANE ROCK PRODUCTS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500173	68,672.76
TNEMEC CO INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00500020	1,323.31
UNITED RENTALS NW INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00500245	423.93
VAN NESS FELDMAN LLP	LEGAL SERVICES CHECK NO. - 00500176	3,623.36
WA STATE DEPT OF HEALTH	PERMITS/OTHER FEES CHECK NO. - 00500047	688.50
WATER DEPARTMENT IMPREST FUND	PARKING/TOLLS CHECK NO. - 00500024	28.75
WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00500024	256.00
WATER DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00500024	3.26
WHITE BLOCK COMPANY INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00500249	3,275.35
WILMONT PROPERTIES 2102 EAST EVERETT # 105	REFUNDS CHECK NO. - 00500228	89.26
TOTAL FOR 4100 - WATER DIVISION		868,917.42
4250 - INTEGRATED CAPITAL MANAGEMENT		

GAVIN COOLEY	TRAVEL ACH PMT NO. - 80015839	150.78
KARA HEATHERLY	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80015869	65.00
VERIZON WIRELESS BELLEVUE	CELL PHONE CHECK NO. - 00500046	57.48
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		273.26

4300 - SEWER FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JAMES R BRUMFIELD	REFUNDS	
PO BOX 9222	CHECK NO. - 00500040	56.71
SHARON PIPER	REFUNDS	
121 W HOERNER	CHECK NO. - 00500223	35.91

TOTAL FOR 4300 - SEWER FUND		92.62

4310 - SEWER MAINTENANCE DIVISION

AHBL INC	PROFESSIONAL SERVICES	
	CHECK NO. - 00500208	2,010.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80015828	2,598.93
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80015828	193.06
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00500032	330.05
COOPERATIVE SUPPLY INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80015815	8,869.49
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00500156	609.81
ELECTRONIC DATA SOLUTIONS/DIV OF FIELD DATA SOLUTIONS INC	MACHINERY/EQUIPMENT	
	CHECK NO. - 00499999	7,762.27
ENVIRONMENTAL PRODUCTS AND ACCESSORIES	MINOR EQUIPMENT	
	CHECK NO. - 00500034	1,173.94
FASTENERS INC	OTHER REPAIRS/MAINTENANCE	
	CHECK NO. - 00500000	650.03
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	CHECK NO. - 00500001	11.47
GAVIN COOLEY	TRAVEL	
	ACH PMT NO. - 80015839	150.78
INLAND EMPIRE UTILITY COORDINATING COUNCIL INC	PERMITS/OTHER FEES	
	CHECK NO. - 00500038	25.00
OWEN EQUIPMENT CO	OTHER REPAIRS/MAINTENANCE	
	CHECK NO. - 00500013	3,313.50
T-MOBILE	CELL PHONE	
	CHECK NO. - 00500244	466.18
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	102.13

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		28,266.64

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4320 - ADVANCED WASTEWATER TRTMT PLNT

BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500209	2,956.64
CONNELL OIL INC DBA CO-ENERGY	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00500212	761.51
CONTROL SOLUTIONS NW INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00500213	1,648.98
DELL MARKETING LP %DELL USA LP	MACHINERY/EQUIPMENT ACH PMT NO. - 80015816	10,218.20
EASTSIDE ELECTRIC MOTORS LLC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00500215	3,258.83
EUROFINS FRONTIER GLOBAL SCIENCES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80015845	520.00
EVOQUA WATER TECHNOLOGIES LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80015857	10,913.48
FEDEX	POSTAGE CHECK NO. - 00500035	188.35
GRAINGER INC	MINOR EQUIPMENT CHECK NO. - 00500037	978.30
GRAINGER INC	OPERATING SUPPLIES CHECK NO. - 00500218	1,144.81
GRAINGER INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500037	1,660.82
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80015861	30,647.42
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00500220	19,750.84
KENNETH LATTIN	PERMITS/OTHER FEES CHECK NO. - 00500011	102.00
MAINTENANCE CONNECTION INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80015833	8,200.00
NALCO CO	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500230	1,715.38
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80015864	3,646.82
QUALITY CONTROL SERVICES INC	PROFESSIONAL SERVICES CHECK NO. - 00500233	450.00
SIMPLEXGRINNELL LP	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00500236	1,767.43

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SVL ANALYTICAL INC	PROFESSIONAL SERVICES CHECK NO. - 00500241	3,690.00
TESTAMERICA LABORATORIES INC	PROFESSIONAL SERVICES ACH PMT NO. - 80015865	2,605.05
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00500243	4,356.59
T-MOBILE	CELL PHONE CHECK NO. - 00500244	12.74
WASHINGTON TRUST BANK WASHINGTON TRUST FINANCIAL CTR	PERMITS/OTHER FEES CHECK NO. - 00500048	25.00
WILLIAM G MCGINNIS	PERMITS/OTHER FEES CHECK NO. - 00500012	102.00
TOTAL FOR 4320 - ADVANCED WASTEWATER TRTMT PLNT		111,321.19

4370 - SEWER CONSTRUCTION FUND

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500153	7,805.18
CLEARWATER CONSTRUCTION & MANAGEMENT LLC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500155	119,544.86
DALLY ENVIRONMENTAL LLC	CONSTRUCTION PROFESSIONAL SRVC ACH PMT NO. - 80015844	2,746.69
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80015818	712,441.06
HIDDEN RIVERS SPRINKLERS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500006	28,307.24
LEMBECK APPRAISAL & CONSULTING INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500164	3,750.00
NW PLANT HEALTH CARE INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500231	1,254.77
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500234	130,162.88
SPOKANE ROCK PRODUCTS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500173	71,079.96
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		1,077,092.64

4480 - SOLID WASTE FUND

JAMES R BRUMFIELD PO BOX 9222	REFUNDS CHECK NO. - 00500040	1.57
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHARON PIPER	REFUNDS	
121 W HOERNER	CHECK NO. - 00500223	2.81

TOTAL FOR 4480 - SOLID WASTE FUND		4.38
4490 - SOLID WASTE DISPOSAL CONS FUND		

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	CHECK NO. - 00500216	11.61

TOTAL FOR 4490 - SOLID WASTE DISPOSAL CONS FUND		11.61
4500 - SOLID WASTE MANAGEMENT		

CINTAS CORPORATION NO 3	LAUNDRY/JANITORIAL SERVICES	
LOC 606	ACH PMT NO. - 80015831	18,535.84
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES	
	CHECK NO. - 00500250	108,126.73
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS	
	CHECK NO. - 00500250	99,115.72-
WSF LLC	EQUIPMENT REPAIRS/MAINTENANCE	
dba WESTERN SYSTEMS &	CHECK NO. - 00500049	4,724.11

TOTAL FOR 4500 - SOLID WASTE MANAGEMENT		32,270.96
4700 - BLDG SERVICES		

M & L MECHANICAL LLC	PERMIT REFUNDS PAYABLE	
PO BOX 10126	CHECK NO. - 00500226	15.00
PERRENOUND ROOFING INC	PERMIT REFUNDS PAYABLE	
PO BOX 7174	CHECK NO. - 00500224	86.00
RADIANCE ELECTRIC	PERMIT REFUNDS PAYABLE	
13423 E HEROEY AVE	CHECK NO. - 00500225	190.00
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	CHECK NO. - 00500046	164.27
VERTICAL OPTIONS LLC	PERMIT REFUNDS PAYABLE	
400 S JEFFERSON STE 400	CHECK NO. - 00500227	580.00

TOTAL FOR 4700 - BLDG SERVICES		1,035.27
5100 - FLEET SERVICES FUND		

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80015814	40.19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KENWORTH SALE COMPANY	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00500008	1,275.07
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TOTAL FOR 5100 - FLEET SERVICES FUND		1,315.26
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5200 - PUBLIC WORKS AND UTILITIES

DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80015816	3,939.72

SHARON PIPER	REFUNDS	
121 W HOERNER	CHECK NO. - 00500223	11.50

VERIZON WIRELESS BELLEVUE	CELL PHONE	
	CHECK NO. - 00500046	153.40

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		4,104.62
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5300 - IT FUND

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	CHECK NO. - 00500001	9.20

GLOBAL KNOWLEDGE TRAINING LLC	REGISTRATION/SCHOOLING	
	CHECK NO. - 00500217	5,990.00

MICHAEL A SLOON	TRAVEL	
	ACH PMT NO. - 80015842	819.78

PITNEY BOWES RESERVE ACCOUNT	PREPAID POSTAGE	
POSTAGE BY PHONE RESERVE ACCT	CHECK NO. - 00500014	45,000.00

RIVER PARK SQUARE LLC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00500015	480.00

SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80015849	22,571.70

US POSTMASTER	PREPAID POSTAGE	
PRESORT STANDARD PERMIT #722	CHECK NO. - 00500045	5,000.00

TOTAL FOR 5300 - IT FUND		79,870.68
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5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTER/MICRO EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80015816	6,552.84

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		6,552.84
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5400 - REPROGRAPHICS FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GREAT WESTERN INK INC	OPERATING SUPPLIES CHECK NO. - 00500003	3,260.59
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	283.67
TOTAL FOR 5400 - REPROGRAPHICS FUND		3,544.26
5800 - RISK MANAGEMENT FUND		
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80015852	46,049.26
TOTAL FOR 5800 - RISK MANAGEMENT FUND		46,049.26
5810 - WORKERS' COMPENSATION FUND		
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE CHECK NO. - 00500216	3.74
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES CHECK NO. - 00500022	900.00
WA STATE DEPT OF LABOR & INDUSTRIES	DEPOSIT-SUPP PENSION ASSESSMNT CHECK NO. - 00500247	90,981.56
WA STATE DEPT OF LABOR & INDUSTRIES	INSURANCE ADMINISTRATION CHECK NO. - 00500247	112,283.70
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		204,169.00
5820 - UNEMPLOYMENT COMPENSATION FUND		
NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION CHECK NO. - 00500167	458.33
WA STATE EMPLOYMENT SECURITY DEPT	INSURANCE CLAIMS CHECK NO. - 00500248	82,125.48
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		82,583.81
5830 - EMPLOYEES BENEFITS FUND		
EAST CENTRAL COMMUNITY ORGANIZATION	OPERATING SUPPLIES CHECK NO. - 00499998	105.00
GROUP HEALTH COOPERATIVE	INSURANCE CLAIMS ACH PMT NO. - 80015859	84,642.24
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80015862	22,857.30

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80015847	4,913.17
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80015851	397,329.04
US HEALTHWORKS MEDICAL GROUP OF WASHINGTON PS	MEDICAL SERVICES CHECK NO. - 00500044	13,639.00
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80015867	2,884.21
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80015867	29,430.68
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		555,800.64
5900 - ASSET MANAGEMENT FUND OPS		
ATS INLAND NW LLC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00499994	2,972.94
COEUR D'ALENE SERVICE STATION EQUIPMENT	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80015855	87.50
INTEGRUS ARCHITECTURE	CONTRACTUAL SERVICES CHECK NO. - 00500161	4,515.00
PROFESSIONAL CRANE INSPECTIONS	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00500232	3,325.47
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		10,900.91
5901 - ASSET MANAGEMENT FUND CAPITAL		
DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80015856	9,478.71
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		9,478.71
6100 - RETIREMENT		
CHRISTINE M SHISLER	TRAVEL ACH PMT NO. - 80015841	124.00
TOTAL FOR 6100 - RETIREMENT		124.00
6200 - FIREFIGHTERS' PENSION FUND		
BLC-PARK PLACE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00500184	7,007.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DALE MCGOWAN	SERVICE REIMBURSEMENT CHECK NO. - 00500195	1,000.00
DANIEL TAYLOR	SERVICE REIMBURSEMENT CHECK NO. - 00500201	44.51
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00500187	15,804.56
GOLDENWEST MANUFACTURING INC	SERVICE REIMBURSEMENT CHECK NO. - 00500189	1,268.15
HAROLD WILLIAMS	SERVICE REIMBURSEMENT CHECK NO. - 00500204	25.00
HAVENWOOD CAREGIVER SERVICES	SERVICE REIMBURSEMENT CHECK NO. - 00500190	261.25
HERSHEY-ADAMS HEARING AID CENTERS INC	SERVICE REIMBURSEMENT CHECK NO. - 00500192	5,400.00
LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00500194	43.17
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80015862	4,532.22
LLOYD C WOLESAGLE JR	SERVICE REIMBURSEMENT CHECK NO. - 00500205	1,144.59
MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80015847	1,665.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80015851	54,048.00
RELIANT RX LLC	SERVICE REIMBURSEMENT CHECK NO. - 00500196	46.34
RICHARD CARR	SERVICE REIMBURSEMENT ACH PMT NO. - 80015853	2,038.11
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00500198	853.52
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSEMENT CHECK NO. - 00500200	36.80
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		95,218.22

6300 - POLICE PENSION		

ALBERT W SCHABER	SERVICE REIMBURSEMENT CHECK NO. - 00500199	113.37
BENEFICIAL IN HOME CARE INC	SERVICE REIMBURSEMENT CHECK NO. - 00500183	1,326.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CHARLES BOWN	SERVICE REIMBURSEMENT CHECK NO. - 00500185	134.64
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00500186	4,050.00
DONALD E JOHNSON	SERVICE REIMBURSEMENT CHECK NO. - 00500193	34.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00500187	22,798.00
FRED UTTKE	SERVICE REIMBURSEMENT CHECK NO. - 00500202	128.95
GUY HAWKS	SERVICE REIMBURSEMENT CHECK NO. - 00500191	2,683.50
HERSHEY-ADAMS HEARING AID CENTERS INC	SERVICE REIMBURSEMENT CHECK NO. - 00500192	5,400.00
LARRY P LYLE	SERVICE REIMBURSEMENT ACH PMT NO. - 80015854	66.27
LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00500194	80.17
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80015862	3,629.70
MANITO CAPITAL LLC DBA FAMILY HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00500188	2,852.00
MOLONEY & O'NEILL LIFE INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80015847	1,665.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80015851	44,329.59
RESCARE WASHINGTON INC DBA RESCARE HOMECARE	SERVICE REIMBURSEMENT CHECK NO. - 00500197	2,089.37
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00500198	136.05
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSEMENT CHECK NO. - 00500200	30.00
THE WEATHERLY INN	SERVICE REIMBURSEMENT CHECK NO. - 00500203	8,194.00
TOTAL FOR 6300 - POLICE PENSION		99,740.61

6785 - TRANSPORTATION BENEFIT DIST		

WM WINKLER CO	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00500180	63,692.94

HONORABLE MAYOR
AND COUNCIL MEMBERS

11/10/14
PAGE 21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 6785 - TRANSPORTATION BENEFIT DIST	-----	63,692.94
6920 - CLAIMS CLEARING FUND		

THOMAS KESTELL	ACCOUNTS PAYABLE	
FIRE DEPT EMPLOYEE	CHECK NO. - 00500041	230.00
TOTAL FOR 6920 - CLAIMS CLEARING FUND	-----	230.00
TOTAL CLAIMS	-----	5,843,277.84

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 45

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/11/14
TIME: 08:16
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	385.80	94.79	
00499993	AHBL INC	2,160.00		
00499994	ATS INLAND NW LLC	2,972.94		
00499995	BLUE MOUNTAIN	800.00		
00499996	BLUMENTHAL UNIFORMS & EQUIP	184.25		
00499997	CAMERON-REILLY LLC	24,450.87		
00499998	EAST CENTRAL COMMUNITY	105.00		
00499999	ELECTRONIC DATA SOLUTIONS/DI	7,762.27		
00500000	FASTENERS INC	650.03		
00500001	FEDERAL EXPRESS CORP/DBA FED	134.54		
00500002	FEDEX	51.06		
00500003	GREAT WESTERN INK INC	3,260.59		
00500004	GUARDSMARK LLC	205.37		
00500005	H D SUPPLY WATERWORKS LTD	590.02		
00500006	HIDDEN RIVERS SPRINKLERS INC	28,307.24		
00500007	INLAND NW HEALTH SERVICES	1,476.00		
00500008	KENWORTH SALE COMPANY	1,275.07		
00500009	KIEMLE & HAGOOD COMPANY	8,967.75		
00500011	KENNETH LATTIN	102.00		
00500012	WILLIAM G MCGINNIS	102.00		
00500013	OWEN EQUIPMENT CO	3,313.50		
00500014	PITNEY BOWES RESERVE ACCOUNT	45,000.00		
00500015	RIVER PARK SQUARE LLC	480.00		
00500016	SPECIAL ASPHALT PRODUCTS	42.58		
00500017	SPOKANE COUNTY WATER DIST NO	59.77		
00500018	SPOKANE CONCRETE CUTTING INC	168.49		
00500019	SPOKANE PRO CARE INC	47.39		
00500020	TNEMEC CO INC	1,323.31		
00500021	WA STATE CRIMINAL JUSTICE	18,350.00		
00500022	VICTOR J GIAMPIETRI II	900.00		
00500023	WASTE MANAGEMENT OF WA DBA	6,866.33		
00500024	WATER DEPARTMENT	288.01		
00500025	WESTERN STATES ASPHALT	734.81		
00500029	NORTHWEST INDUSTRIAL SERVICE	220.00		
00500030	BLUMENTHAL UNIFORMS & EQUIP	54.34		
00500031	BOUND TREE MEDICAL LLC	356.72		
00500032	CENTURYLINK	330.05		
00500033	HOWARD F DELANEY	329.28		
00500034	ENVIRONMENTAL PRODUCTS AND	1,173.94		
00500035	FEDEX	188.35		
00500036	GENERAL FIRE APPARATUS CO IN	6,100.25		
00500037	GRAINGER INC	2,639.12		
00500038	INLAND EMPIRE UTILITY	25.00		
00500039	DEBRA L WILSON	128.05		
00500040	JAMES R BRUMFIELD	935.98		
00500041	THOMAS KESTELL	230.00		
00500042	NORCO INC	24.46		
00500043	UNIFIRE POWER BLOWERS INC	2,264.05		
00500044	US HEALTHWORKS MEDICAL GROUP	13,731.00		
00500045	US POSTMASTER	5,000.00		
00500046	VERIZON WIRELESS BELLEVUE	341.07		
00500047	WA STATE DEPT OF HEALTH	688.50		
00500048	WASHINGTON TRUST BANK	25.00		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 45

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/11/14
TIME: 08:16
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00500049	WSF LLC	4,724.11		
00500050	ABC OFFICE EQUIPMENT COMPANY		128.09	
00500051	COMPLETE OFFICE LLC		372.90	
00500052	DEX MEDIA WEST LLC		28.50	
00500053	MORNINGSTAR INC		569.00	
00500054	OVERDRIVE INC		2,260.72	
00500055	MARK E POND		52.00	
00500153	BUDINGER & ASSOCIATES INC	12,170.14		
00500154	CAMERON-REILLY LLC	355,296.54		
00500155	CLEARWATER CONSTRUCTION &	119,544.86		
00500156	COPIERS NORTHWEST INC	609.81		
00500157	EAST SPOKANE BUSINESS	2,500.00		
00500158	EASTERN WASHINGTON UNIVERSIT	2,361.51		
00500159	FIKES NORTHWEST INC/DIV OF	37.11		
00500160	HCI INDUSTRIAL & MARINE	520,181.49		
00500161	INTEGRUS ARCHITECTURE	4,515.00		
00500162	CHRISTAPHER BOLT	6,012.20		
00500163	KIEMLE & HAGOOD COMPANY	31,917.58		
00500164	LEMBECK APPRAISAL & CONSULTI	3,750.00		
00500165	MJB CONSULTING INC	5,500.00		
00500166	OCCUPATIONAL MEDICINE	861.75		
00500167	NATIONAL EMPLOYERS COUNCIL I	458.33		
00500168	QUALITY COUNTS LLC	600.00		
00500169	SENSKE PEST CONTROL	5,275.31		
00500170	SHARP-LINE INDUSTRIES INC	39,759.97		
00500171	SPOKANE ARTS FUND	940.00		
00500172	SPOKANE COUNTY JAIL	434,727.00		
00500173	SPOKANE ROCK PRODUCTS INC	510,771.87		
00500174	THOMSON WEST	5,672.82		
00500175	AUBLE, JOLLCOEUR & GENTRY IN	5,000.00		
00500176	VAN NESS FELDMAN LLP	3,623.36		
00500177	KONSTANTIN & TATYANA VASILEN	43,225.26		
00500178	WA ASSN OF SHERIFFS & POLICE	14,439.74		
00500179	WINSTON & CASHATT PS	6,072.97		
00500180	WM WINKLER CO	63,692.94		
00500181	DEVRIES INFORMATION MANAGEME			
00500182	EFL ASSOCIATES			
00500183	BENEFICIAL IN HOME CARE INC	1,326.00		
00500184	BLC-PARK PLACE LLC	7,007.00		
00500185	CHARLES BOWN	134.64		
00500186	CRISTA SENIOR COMMUNITY	4,050.00		
00500187	FAIRWINDS SPOKANE LLC	38,602.56		
00500188	MANITO CAPITAL LLC	2,852.00		
00500189	GOLDENWEST MANUFACTURING INC	1,268.15		
00500190	HAVENWOOD CAREGIVER SERVICES	261.25		
00500191	GUY HAWKS	2,683.50		
00500192	HERSHEY-ADAMS HEARING AID	10,800.00		
00500193	DONALD E JOHNSON	34.00		
00500194	LIFELINE SYSTEMS CO	123.34		
00500195	DALE MCGOWAN	1,000.00		
00500196	RELIANT RX LLC	46.34		
00500197	RESCARE WASHINGTON INC	2,089.37		
00500198	ROSAUER'S PHARMACY	989.57		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 45

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/11/14
TIME: 08:16
PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00500199	ALBERT W SCHABER	113.37		
00500200	SPOKANE EAR NOSE & THROAT	66.80		
00500201	DANIEL TAYLOR	44.51		
00500202	FRED UTTKE	128.95		
00500203	THE WEATHERLY INN	8,194.00		
00500204	HAROLD WILLIAMS	25.00		
00500205	LLOYD C WOLESAGLE JR	1,144.59		
00500206	A TO Z RENTALS	279.14		
00500207	ABADAN REPROGRAPHICS	1,279.76		
00500208	AHBL INC	2,010.00		
00500209	BATTERY SYSTEMS INC	2,956.64		
00500210	BOUND TREE MEDICAL LLC	3,858.98		
00500211	BRIDGET CONDON	407.20		
00500212	CONNELL OIL INC	761.51		
00500213	CONTROL SOLUTIONS NW INC	3,415.28		
00500214	COPIERS NORTHWEST INC	54.14		
00500215	EASTSIDE ELECTRIC MOTORS LLC	3,258.83		
00500216	FEDERAL EXPRESS CORP/DBA FED	40.48		
00500217	GLOBAL KNOWLEDGE TRAINING LL	5,990.00		
00500218	GRAINGER INC	1,144.81		
00500219	JTL ENGINEERING PLLC	2,500.00		
00500220	KEMIRA WATER SOLUTIONS INC	19,750.84		
00500221	WESTERN STATES ASPHALT INC	19.00		
00500222	RIVER RUN HOMEOWNERS ASSN	1,822.26		
00500223	SHARON PIPER	80.02		
00500224	PERRENOUND ROOFING INC	86.00		
00500225	RADIANCE ELECTRIC	190.00		
00500226	M & L MECHANICAL LLC	15.00		
00500227	VERTICAL OPTIONS LLC	580.00		
00500228	WILMONT PROPERTIES	89.26		
00500229	BRIAN MCGINN	214.24		
00500230	NALCO CO	1,715.38		
00500231	NW PLANT HEALTH CARE INC	46,968.76		
00500232	PROFESSIONAL CRANE INSPECTIO	3,325.47		
00500233	QUALITY CONTROL SERVICES INC	450.00		
00500234	RED DIAMOND CONSTRUCTION INC	627,263.36		
00500235	SIGNS NOW	474.77		
00500236	SIMPLEXGRINNELL LP	1,767.43		
00500237	SPOKANE CITY TREASURER	30.00		
00500238	SPOKANE CITY TREASURER	25.00		
00500239	SPOKANE CITY TREASURER	42.00		
00500240	SPOKANE COUNTY BAR ASSN	2,145.00		
00500241	SVL ANALYTICAL INC	3,690.00		
00500242	LILLIAN S A TANG	380.20		
00500243	TWO RIVERS TERMINAL LLC	4,356.59		
00500244	T-MOBILE	478.92		
00500245	UNITED RENTALS NW INC	423.93		
00500246	VERIZON WIRELESS BELLEVUE	405.37		
00500247	WA STATE DEPT OF LABOR &	203,265.26		
00500248	WA STATE EMPLOYMENT SECURITY	82,125.48		
00500249	WHITE BLOCK COMPANY INC	3,275.35		
00500250	WM RECYCLE AMERICA LLC	9,011.01		
00500251	BANK OF AMERICA		166.49	

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 45

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/11/14
TIME: 08:16
PAGE: 4

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00500252	CENGAGE LEARNING INC		143.00	
00500253	SHELLEY FAIRWEATHER-VEGA		108.70	
00500254	INGRAM LIBRARY SERVICES INC		1,504.17	
00500255	OVERDRIVE INC		393.97	
00500256	RECORDED BOOKS INC		45.22	
00500257	THOMSON WEST		315.77	
80015813	A W REHN & ASSOCIATES INC OR	10,300.00		
80015814	AVISTA UTILITIES	40.19		
80015815	COOPERATIVE SUPPLY INC	8,869.49		
80015816	DELL MARKETING LP	24,610.84		
80015817	FIREPOWER INC	150.00		
80015818	HALME CONSTRUCTION INC	712,441.06		
80015819	HASKINS STEEL CO INC	493.23		
80015820	HRA VEBE TRUST	19,500.00		
80015821	INLAND ENVIRONMENTAL RESOURC	6,412.21		
80015822	PEACEFUL VALLEY NEIGHBORHOOD	4,117.01		
80015823	SHI CORP	862.10		
80015825	VOLUNTEERS OF AMERICA	12,687.55		
80015826	ERIN A JACOBSON	298.24		
80015827	AUDIO PARTNERS INC		234.26	
80015828	AVISTA UTILITIES	207,431.03	13,708.15	
80015829	BAKER & TAYLOR BOOKS		9,168.68	
80015830	BAKER & TAYLOR ENTERTAINMENT		352.60	
80015831	CINTAS CORPORATION NO 3	18,535.84		
80015832	KERSHAW INC		843.92	
80015833	MAINTENANCE CONNECTION INC	8,200.00		
80015834	MIDWEST TAPE		5,080.39	
80015835	OPEN SQUARE		759.47	
80015836	SPOKANE PUBLIC FACILITIES	356,579.25		
80015837	STANDARD DIGITAL PRINT CO IN	695.68		
80015838	WCP SOLUTIONS		672.56	
80015839	GAVIN COOLEY	452.34		
80015840	AMY HARTE	355.89		
80015841	CHRISTINE M SHISLER	124.00		
80015842	MICHAEL A SLOON	819.78		
80015843	ANATEK LABS INC	5,880.00		
80015844	DALLY ENVIRONMENTAL LLC	2,746.69		
80015845	EUROFINS FRONTIER GLOBAL	520.00		
80015846	HICKS STRIPING & CURBING INC	56,110.85		
80015847	MOLONEY & O'NEILL LIFE INC	8,243.17		
80015848	PRO MECHANICAL SERVICES INC	2,837.07		
80015849	SHI CORP	22,571.70		
80015850	SPOKANE EMERGENCY PHYSICIANS	5,000.00		
80015851	PREMERA BLUE CROSS OR	495,706.63		
80015852	US BANK OR CITY TREASURER	46,049.26		
80015853	RICHARD CARR	2,038.11		
80015854	LARRY P LYLE	66.27		
80015855	COEUR D'ALENE SERVICE STATIO	87.50		
80015856	DELL MARKETING LP	9,478.71		
80015857	EVOQUA WATER TECHNOLOGIES LL	10,913.48		
80015858	FERGUSON ENTERPRISES INC	361.54		
80015859	GROUP HEALTH COOPERATIVE	84,642.24		
80015860	HASKINS STEEL CO INC	3,005.36		

REPORT: PG3640
SYSTEM: FMSAP
USER: MANAGER
RUN NO: 45

CITY OF SPOKANE
COUNCIL CHECK RANGE/TOTAL

DATE: 11/11/14
TIME: 08:16
PAGE: 5

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80015861	INLAND ENVIRONMENTAL RESOURC	24,235.21		
80015862	LIFEWISE ASSURANCE CO	31,019.22		
80015863	NEPTUNE TECHNOLOGY GROUP INC	17,274.32		
80015864	OLIN CORPORATION	3,646.82		
80015865	TESTAMERICA LABORATORIES INC	2,605.05		
80015866	US BANK	55,635.91		
80015867	WASHINGTON DENTAL SERVICE OR	32,314.89		
80015868	NICOLE GOES	227.92		
80015869	KARA HEATHERLY	65.00		
80015870	INGA M NOTE	67.76		
80015871	BAKER & TAYLOR BOOKS		5,686.54	
80015872	BAKER & TAYLOR ENTERTAINMENT		490.73	
80015873	MIDWEST TAPE		4,425.86	
		5,843,277.84	47,606.48	
				=====
			CITYWIDE TOTAL:	5,903,104.99



Agenda Sheet for City Council Meeting of:
11/17/2014

<u>Date Rec'd</u>	11/12/2014
<u>Clerk's File #</u>	FIN 2014-0003
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	PAM DOLAN 6034
<u>Contact E-Mail</u>	PDOLAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: November 8, 2014.
Payroll check #526397 through check #526623 \$6,194,937.39

Summary (Background)

N/A

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 6,194,937.39	# N/A
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DOLAN, PAM	<u>Study Session</u>	
<u>Division Director</u>	DOLAN, PAM	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

PAYROLL RECAP BY FUND
PAY PERIOD ENDING NOVEMBER 8, 2014

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	5,344.00
0070	ADMINISTRATIVE SERVICES	0.00
0140	ARTS	0.00
0230	CIVIL SERVICE	19,435.50
0260	CITY CLERK	13,290.40
0300	HUMAN SERVICES	0.00
0320	COUNCIL	21,384.73
0330	PUBLIC AFFAIRS / COMMUNICATIONS	20,609.60
0350	COMMUNITY CENTERS	0.00
0370	ENGINEERING SERVICES	134,185.77
0380	ENTERTAINMENT FACILITIES	0.00
0410	FINANCE	25,931.20
0430	GRANTS MNGMT & FINANCIAL ASSIST	5,724.00
0440	FIRE	0.00
0450	CD/HS DIVISION	13,695.21
0470	HISTORIC PRESERVATION	3,543.40
0500	LEGAL	108,556.20
0520	MAYOR	21,727.30
0550	NEIGHBORHOOD SERVICES	8,249.01
05601	MUNICIPAL COURT	83,504.32
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	5,361.60
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	19,332.81
0650	PLANNING SERVICES	49,459.36
0680	POLICE	1,311,965.19
0690	PROBATION SERVICES	30,896.88
0700	PUBLIC DEFENDERS	70,861.07
0750	ECONOMIC DEVELOPMENT	8,146.10
0770	REAL ESTATE & FACILITIES	0.00
0780	BUSINESS & DEVELOPMENT SERVICES	0.00
0860	TREASURER	0.00
0890	WEIGHTS & MEASURES	0.00

FUND	FUND NAME	TOTAL
	TOTAL GENERAL FUND	1,981,203.65
1100	STREET	230,165.26
1200	CODE ENFORCEMENT	29,326.92
1300	LIBRARY	180,615.95
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	224,281.71
1460	PARKING METER	25,924.19
1510	LAW ENFORCEMENT INFO SYSTEM FUND	32,488.01
1530	LAW ENFORCEMENT BLOCK GRANT FUND	0.00
1540	HUMAN SERVICES GRANTS	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	9,056.43
1630	COMBINED COMMUNICATIONS CENTER	76,739.09
1650	COMMUNITY & ECONOMIC DEVELOPMENT	0.00
1680	CD/HS	30,316.88
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	0.00
1970	EMS FUND	1,533,147.61
4100	WATER	356,907.71
4250	INTEGRATED CAPITAL FUND	37,619.88
4300	SEWER	433,339.37
4480	REFUSE	390,094.96
4490	SOLID WASTE	15,308.81
4600	GOLF	39,461.96
4700	GENERAL SERVICES FUND	114,860.05
5100	FLEET SERVICE	82,861.65
5200	PUBLIC WORKS & UTILITY FUND	52,355.68
5300	MIS	118,882.66
5400	REPROGRAPHICS	7,314.01
5600	ACCOUNTING SERVICES	116,690.45
5800	RISK MANAGEMENT	0.00
5810	WORKER'S COMPENSATION	10,912.80
5830	SELF-FUNDED MEDICAL/DENTAL	7,408.80
5900	ASSET MANAGEMENT	24,638.21
6060	CITY RETIREMENT	4,829.61
6750	REGIONAL PLAN	28,185.08
6780	EMS PROGRAM DIRECTOR	0.00
	TOTAL	6,194,937.39

MINUTES OF SPOKANE CITY COUNCIL

Monday, November 3, 2014

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Dance Performance—Friends of Sironka Dance Troupe

The Friends of Sironka Dance Troupe from Kenya entertained the City Council with a dance performance. Gloria Ochoa, Director of Local Government/Multicultural Affairs, introduced Sironka Nicholas Sironka – Friends of Sironka Dance Troupe from Kenya. Mr. Sironka stated Spokane is his second home and the dance troupe has come to Spokane to share culture and to explain that we are all one people; that we are only diverse in our different ways of living. He noted that music is well received by everybody and is the easiest way through which we can disseminate information to the young and older people.

Roll Call

On roll call, Council President Stuckart and Council Members Allen, Fagan, Mumm, Snyder, Stratton, and Waldref were present.

City Administrator Theresa Sanders, Assistant City Attorney Mike Piccolo, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review

Council received input from staff on the November 10, 2014, Advance Agenda items.

Action to Approve November 10, 2014, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the November 10, 2014, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Fagan, seconded by Council Member Waldref, **to approve** the Advance Agenda for Monday, **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review

Council reviewed items on the November 3, 2014, Current Agenda for any changes and/or additions.

Resolution 2014-0106

Council Member Allen provided an overview of Resolution 2014-0106—regarding an emergency application to the Washington State Building Code Council regarding an amendment to the International Residential Building Code relating to construction of owner-occupied lodging homes—which appeared on the November 3 Current Legislative Agenda with a request for suspension of the rules. Council Member Allen noted this item was to support a change at the State level which has now been pushed out to January, so he stated this matter can come up in the ordinary process and he will have it briefed in PCED. Council Member Mumm inquired if there was a preference to have it before PCED on November 17 or December 2. Council Member Allen indicated the sooner the better, so Council Member Mumm stated the matter will appear on the PCED agenda for November 17.

CONSENT AGENDA

Upon motion of Council Member Allen, seconded by Council Member Fagan, Council unanimously approved Staff Recommendations for the following:

Increase Value Blanket Order with Datec, Inc. (Seattle, WA) for laptops and docking stations utilizing WA State Contract T11-MST-548—increase of \$70,000 (from \$230,000 to \$300,000). (OPR 2014-0485)

Value Blanket Orders with:

- a. Northstar Chemical (Tualatin, OR) for the annual supply of Hydrochloric Acid to be purchased on an as needed basis—Estimated annual expenditure \$31,088.20 (incl. tax). (OPR 2014-0722)
- b. BHS Specialty Chemical Products (Nampa, ID) for the annual supply of Sodium Hydroxide 50% Membrane (Caustic Soda) to be purchased on an as needed basis—Estimated annual expenditure \$26,966.29 (incl. tax). (OPR 2014-0723)
- c. BHS Specialty Chemical Products (Nampa, ID) for the annual supply of Activated Carbon to be purchased on an as needed basis—Estimated annual expenditure \$53,807.67 (incl. tax). (OPR 2014-0724)
- d. Eljay Oil (Spokane, WA) for the purchase of Ultra Low Sulfur #2 Dyed Diesel and supporting equipment to be purchased on an as needed basis—Estimated annual expenditure \$75,000 (incl. tax). (OPR 2014-0725)

Contract with Avista Corporation (Spokane, WA) for the sale of electricity from the Spokane Waste to Energy Facility from November 17, 2014, to December 31, 2017—Estimated annual revenue \$6,000,000. (OPR 2014-0726)

Interlocal Agreements for disposal of solid waste at the Waste to Energy Facility from November 17, 2014, to November 16, 2021, with:

- a. City of Medical Lake, WA—\$1,700,000 revenue over 7 years. (OPR 2014-0727)
- b. City of Airway Heights, WA—\$2,600,000 revenue over 7 years. (OPR 2014-0728)

Contract with Knight Construction and Supply, Inc. (Deer Park, WA) for emergency and scheduled millwright maintenance work at the Waste to Energy Facility from November 17, 2014, to April 17, 2016—\$1,650,000. (OPR 2014-0730)

Contract Amendment/Extension with Regional Disposal Company, Inc. for transporting and disposal of ash and bypass waste from the Waste to Energy Plant from November 17, 2014, through November 16, 2021—\$3,439,700. (OPR 1991-0473)

Contract with AssetPoint (Greenville, SC) for TabWare Maintenance Management System and support for use at the Waste to Energy Facility from November 17, 2014, to November 16, 2019—\$108,500 for the first year. (OPR 2014-0732)

Amendment No. 4 to Cable Educational Access Agreement with Friends of KSPS, one of the designated operators of Spokane's education access channels, providing a grant (from PEG Fees) for capital expenditures for calendar year 2014—Up to \$88,000. (OPR 2007-0767)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through October 27, 2014, total \$4,154,302.81, (Check Nos. 499232-499482; ACH Payment Nos. 15682-15732), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$3,964,427.35. (CPR 2014-0002)
- b. Payroll claims of previously approved obligations through October 25, 2014: \$5,751,362.07 (Payroll Check Nos. 526165-526394). (CPR 2014-0003)

Executive Session/Council Recess

The City Council adjourned at p.m. 4:06 p.m. and reconvened at 6:00 p.m. for the Regular Legislative Session, with Council President Stuckart and Council Members Allen, Fagan, Mumm, Snyder, Stratton, and Waldref present. Assistant City Attorney Mike Piccolo and City Clerk Terri Pfister were also present.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was lead by Council President Stuckart.

Roll Call

On roll call, Council President Stuckart and Council Members Allen, Fagan, Mumm, Snyder, Stratton, and Waldref were present.

City Council Meeting Minutes

Council President Stuckart stated there is a new agenda item to start off the meetings, and he requested a motion to approve the minutes for the City Council's meeting (as published in last week's October 29, 2014, Gazette). Subsequently, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Snyder, **to approve** (the minutes); **carried unanimously**.

Council President Stuckart noted the City Council will be doing this every week from now on and it stems from a recommendation from the State Auditor's Office relating to the Transportation Benefit District Governing Board meeting minutes. He referred to an opinion by the Attorney General which indicates the City Council should be approving its minutes in a public meeting.

There were no **Appointments**.

There were no **City Administration Reports**.

COUNCIL COMMITTEE REPORTS

Planning, Community and Economic Development (PCED) Committee

Council Member Mumm reported on the PCED Committee meeting held earlier today (November 3). Minutes of the PCED Committee meetings are filed with the City Clerk's Office and are available for review following approval by the PCED Committee.

Appointment to Community Economic Revitalization

Council President Stuckart announced that Council Member Mumm was nominated by the Association of Washington Cities and has been appointed to the Community Economic Revitalization Board. He noted this is an appointment by the Director of Commerce, which is responsible for 37,000 jobs in the State of Washington.

OPEN FORUM

Mr. Kyle Murakami presented complaints to the City Council and spoke regarding Crime Check Report No. 13-112417, which he stated he made on April 9, 2013. He also remarked on a red light photo conviction.

Mr. Henry Valder spoke regarding human resources and commented on matters relating to Doug Dodson. In addition, he spoke regarding his housing situation and stated he is back on the streets.

Mr. George McGrath commented on ethics and stated the ethical thing for all registered voters to do either tonight or tomorrow is to vote and get ballots in.

Mrs. Janine Bunt and Mr. Robert Bunt spoke regarding a City street they feel desperately needs to be paved. The street is North Napa, south of the newly paved East Francis.

Mr. Gabriel Elliot called for the de-paving of our city. In addition, he spoke regarding the website www.sos.org, the Signs of Spirituality, and commented on meditations at the Unity Center, as well as made other remarks.

Ms. Jackie Murray spoke regarding illegal immigration and commented on the ordinance (C35167) passed by City Council last week.

RECOGNITION OF BOY SCOUT TROOP

Council President Stuckart recognized Boy Scout Troop 420 in the audience and invited the members forward to introduce themselves.

LEGISLATIVE AGENDA

There were no **Emergency Budget Ordinances**.

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2014-0104

Following a brief overview by Council President Stuckart and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2014-0104** setting hearing before the City Council for December 8, 2014, for the vacation of an un-named portion of right-of-way, 60 ft. by 447.97 ft., approximately 650 ft. north of 8018 W. Sunset Highway, requested by Rodney Black and John McCormack.

Resolution 2014-0105

Subsequent to a brief overview by Council President Stuckart and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2014-0105** declaring Hitachi Zosen INOVA U.S.A, LLC (HZI) (Norcross, GA), who currently owns the fabricating casting molds and drawings used to manufacture the spare parts for use in the City's Waste to Energy Facility, as sole source and authorizing contract from November 17, 2014, to November 16, 2019—estimated cost for the first year of \$157,500 (excluding taxes, if applicable).

FINAL READING ORDINANCES

Final Reading Ordinance C35148 (deferred from September 14, 2014, Agenda)

Subsequent to comments by Council President Stuckart and Council Member Snyder, the following action was taken:

Motion by Council Member Snyder, seconded by Council Member Fagan, **to defer** Final Reading Ordinance C35148—relating to the Code of Ethics; adopting a new Chapter 1.04A to Title 1 of the Spokane Municipal Code and repealing Title 1.04 of Title 1 of the Spokane Municipal Code—to December 1, 2014; **carried unanimously**.

Council Member Snyder inquired if there were any individuals who wished to speak regarding the ordinance. No individuals requested to speak.

Final Reading Ordinance C35153 (deferred from September 29, 2014, Agenda)

Council President Stuckart recommended a proposed change to the Ordinance under SMC Section 8.04.020, subsection D, so it reads: "...Eight percent of gross revenue from such games, effective January 1, 2015. The rate shall be reduced to two percent effective January 1, 2016." Subsequently, the following action was taken:

Motion by Council Member Fagan, seconded by Council Member Snyder, **to so move** (to amend SMC Section 8.04.020, subsection D, so it reads: "...Eight percent of gross revenue from such games, effective January 1, 2015. The rate shall be reduced to two percent effective January 1, 2016."); **carried unanimously**.

Council President Stuckart provided an overview of the ordinance, as amended. Public testimony was then received and an opportunity for Council commentary followed, with none provided. Subsequently, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35153, as amended**, relating to gambling taxes; amending SMC Section 8.04.020.

FIRST READING ORDINANCES

The following Ordinances were read for the First Time with further action deferred:

ORD C35174 Relating to financial audit findings; adopting a new Chapter 7.18 to Title 7 of the Spokane Municipal Code.

For Council action on First Reading Ordinance C35175, see section of minutes under “Hearings.”

There were no **Special Considerations**.

HEARINGS

Hearing on Vacation of Alley Between Rowan Avenue and Nebraska Avenue

The Spokane City Council held a hearing on the vacation of the alley between Rowan Avenue and Nebraska Avenue from Julia Street to Myrtle Street in Section 34 T26N, R43E, W.M., Spokane, Washington. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions**, (in the Street Vacation Final Report dated July 14, 2014) the vacation of the alley between Rowan Avenue and Nebraska Avenue from Julie Street to Myrtle Street, as requested by Kelly M. Beechinor.

In conjunction with the hearing, Ordinance C35175—vacating the alley between Rowan Avenue and Nebraska Avenue from Julia Street to Myrtle Street in Section 34, T26N, R43E, W.M., Spokane, Washington, as requested by Kelly M. Beechinor—was read for the first time, with further action deferred.

Continuation of Hearing on 2015 Proposed Budget (Continued from October 27, 2014) (FIN 2014-0001)

The City Council held a hearing on the 2015 Proposed Budget (Focus: Business and Development Services Division). Business and Development Services Division Director Jan Quintrall provided an overview of the Business and Development Services Division and responded to Council inquiries. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and comment by Management and Budget Director Tim Dunivant, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Fagan, **to continue** the Budget Hearing (to November 10, 2014); **carried unanimously**.

**Public Hearing on Possible Revenue Sources for the 2015 Budget (FIN 2014-0001)
(continued from October 27, 2014) (FIN 2014-0001)**

The City Council continued its hearing (from October 27, 2014) on possible revenue sources for 2015 Budget. No individuals testified during the hearing. Subsequent to commentary by Management and Budget Director Tim Dunivant, the following action was taken:

Motion by Council Member Allen, seconded by Council Member Waldref, **to close** the revenue hearing; **carried unanimously**.

No individuals spoke during the **Second Open Forum**.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:08 p.m.

Minutes prepared and submitted for publication in the November 12, 2014, issue of the *Official Gazette*.

Terri Pfister, MMC
Spokane City Clerk

Approved by Spokane City Council on _____, 2014.

Ben Stuckart
City Council President

**SPECIAL MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, November 6, 2014**

A Special Meeting of the Spokane City Council was held on the above date at 3:31 p.m. in the City Council Briefing Center, Lower Level - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The purpose of the meeting was for the City Council to consider a Letter of Recommendation to potential employers for former Planning Director Scott Chesney and to hold a Joint City Council/Plan Commission study session.

Call to Order/Introductions

Council President Stuckart called the meeting to order and introductions were made, as follows:

Dave Burnett, Community Assembly Liaison to Plan Commission
John Dietzman, Plan Commission
Gail Prosser, Plan Commission
Terri Pfister, City Clerk
Karen Stratton, City Council
John Snyder, City Council
Dennis Dellwo, Plan Commission (President)
Ben Stuckart, City Council (Council President)
Candace Mumm, City Council
Brian McClatchey, Plan Commission (Vice-President)
Rick Dullanty, Plan Commission
Tom Reese, Plan Commission
Mark Aden, Plan Commission
Evan Verduin, Plan Commission

Council Members Fagan and Waldref entered the Briefing Center following introductions at approximately 3:33 p.m. Council Member Allen was absent.

Letter of Recommendation (CPR 2014-0030)

Council President Stuckart requested a motion to suspend the Council Rules to add a Letter of Recommendation to the Council's (special meeting) agenda. Subsequently, the following action was taken:

Motion by Council Member Snyder, seconded by Council Mumm, **to suspend** the Council Rules; **carried 5-1 (Council Member Fagan voting “no” and Council Member Allen absent).**

Motion by Council Member Snyder, seconded by Council Member Mumm, **to add** the agenda item—Letter of Recommendation to potential employers for former Planning Director Scott Chesney; **carried 5-1 (Council Member Fagan voting “no” and Council Member Allen absent).**

Council President Stuckart stated yesterday he unexpectedly received an email that Scott Chesney was let go and he read several emails he received relating to the matter. He presented the proposed letter of recommendation that he drafted and provided a reading of the letter. Public testimony was received on the matter and Council and Plan Commission commentary followed. Subsequently, the following action was taken:

Upon 5-1 Voice Vote (Council Member Fagan voting “no” and Council Member Allen absent), the City Council **approved** the Letter of Recommendation to potential employers for former Planning Director Scott Chesney.

Plan Commission President Dellwo advised that he has been offered an opportunity to sign on the letter, as well as any other member of the Plan Commission. He noted he is willing to sign on the letter. Other Plan Commission members also expressed a wish to have their names added to the letter.

Discussion on this portion of the meeting concluded at 3:54 p.m. after which the City Council and Plan Commission continued on with the joint study session.

Joint City Council/Plan Commission Study Session

The agenda for the joint City Council/Plan Commission study session included the following items:

Upcoming Collaborative Workshops:

1. SRTC Horizon 2040 Workshop Invitation (transportation planning)
 - Downtown Public Library December 10, 1:00-4:00 p.m.
2. STA Transportation Leadership Summit
 - Monday, November 10, 7:30-11:30 a.m., Lincoln Center
3. STA Central City Line Consultant: Economic Impact of Central City Line-STA Southside Conference Room

- Wednesday, November 12, 12:30-2:00 p.m.

Discussion Topics:

1. Plan Commission Work Plan Review
2. Neighborhood Planning Update
 - Balance of funding for neighborhoods
3. Hamilton Form Based Code Subarea Plan
4. Centers and Corridors Update
5. Unit Lot Subdivision / Infill Housing Strategies
6. Plan of Spokane/LINK
 - Pedestrian Plan Update
7. PC Transportation Sub-Committee Work Plan Creation
8. Main Avenue Initiative: U-District Linkage
9. Master Bike Plan-Comp Plan Update
10. Neighborhood Retail Parking Standards

This portion of the meeting was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate city elected officials and staff.

The special meeting adjourned at 4:15 p.m.

Minutes prepared and submitted for publication in the November 12, 2014, issue of the *Official Gazette*:

Terri L. Pfister, MMC
Spokane City Clerk

Approved by Spokane City Council on _____, 2014.

Ben Stuckart
City Council President

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

11/17/2014

<u>Date Rec'd</u>	11/12/2014
<u>Clerk's File #</u>	OPR 2014-0805
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	VB

<u>Submitting Dept</u>	SPOKANE REGIONAL SOLID WASTE SYSTEM
<u>Contact Name/Phone</u>	KEN GIMPEL 625-6524
<u>Contact E-Mail</u>	KGIMPEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4490 CONTRACT ASSIGNMENT WITH GRAYMONT AND WHEELABRATOR

Agenda Wording

Assignment of contract between Graymont Western US Inc., Salt Lake City, UT, and Wheelabrator Environmental Systems for purchase of High Calcium Quicklime. \$165,000 in 2014, total contract price of \$1,304,400.00 including tax.

Summary (Background)

High Calcium Quicklime is required for operation of the waste to energy facility. Request for Bids #4064-14 was issued, and bids received on October 27, 2014. Graymont Western was the only respondent. Graymont Western's bid to the City of Spokane was higher than the price they offered to Wheelabrator. Graymont Western has agreed to offer the City of Spokane the same preferred customer pricing they are currently providing to Wheelabrator by assigning the contract from Wheelabrator to the City.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 165,000.00	# 4490-44100-37148-54201
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	GIMPEL, KEN	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	cmarchand@spokanecity.org	
<u>Additional Approvals</u>		lbutz@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	tprince@spokancity.org	
		rhulvey@spokanecity.org	

WHEELABRATOR SPOKANE INC.
PURCHASE AGREEMENT

Date: As of January 1, 2014.

THIS IS A PURCHASE AGREEMENT pursuant to which Wheelabrator Spokane Inc. with an office located at South 2900 Geiger Boulevard, Spokane, WA 99224 ("Purchaser") agrees to buy and Graymont Western US Inc. with offices located at 3950 South 700 East, Suite 301, Salt Lake City, Utah 84107 ("Seller") agrees to sell and deliver to Purchaser the Products (as defined below) on the terms and conditions set forth below.

1. **PRODUCTS:** High Calcium Quicklime per specifications set forth in Exhibit A (Indian Creek Plant) and Exhibit B (Tacoma Plant) (together, the "Products") and in accordance with the Acceptability Test set forth in Exhibit D. In the event any Product load fails the Acceptability Test set forth in Exhibit D, Purchaser will reject the Products and Seller will replace the Products at its sole cost and expense.
2. **QUANTITY:** Purchaser shall purchase 100% of its total annual requirements of Products estimated to be 5,800 ton/year. Purchaser and Seller hereby acknowledge that Purchaser does not have any take-or-pay obligations pursuant to this Purchase Agreement.
3. **PURCHASE PRICE:** Price = \$200.00 per ton F.O.B. Townsend, MT (Seller's Indian Creek Plant) or \$200.00 per ton F.O.B. Tacoma, WA (Seller's Tacoma Plant), as the case may be. Product shall be produced at Graymont's Indian Creek Plant ("Indian Creek") located near Townsend, Montana; provided that, Graymont may produce the Product at the Tacoma Plant upon written notice to Wheelabrator. The Indian Creek Plant and the Tacoma Plant are open for shipments all hours of the day, 7 days per week.
4. **FREIGHT TERMS:** Collect.
5. **PRICE PROTECTION:** Fixed for term of Agreement subject to Sections 5 and 6 of the Terms of Sale attached as Exhibit C.
6. **TERMS OF PAYMENT:** Net 30 Days from date of invoice.
7. **TERM OF AGREEMENT:** January 1, 2014 through December 31, 2014. This agreement may be extended through December 31, 2015 by mutual agreement of the parties with pricing terms as negotiated.
8. **DELIVERY METHOD:** Truck, arranged by Purchaser.
9. **F.O.B. POINT:** Graymont's Indian Creek Plant located near Townsend, MT or Graymont's Tacoma Plant located in Tacoma, WA, as the case may be.
10. **DELIVERY POINT:** Seller shall determine the delivery point location of where the Products are to be made available to Purchaser based on locations described in Section 3 PURCHASE PRICE.
11. **TERMS OF SALE:** As set out in Exhibit C.

[NO FURTHER TEXT. SIGNATURE PAGE FOLLOWS]

WHEELABRATOR SPOKANE INC.

(Purchaser)

By: 


Name: CHUCK CONKLEY

Title: PLANT MANAGER

Date: 11-05-13

GRAYMONT WESTERN US INC.

(Seller)

By: 

Name: **Gerald Van Campen**

Title: **Vice President Sales & Distribution**

Date: NOV. 5, 2013

EXHIBIT A

PRODUCTS (Indian Creek Plant) – Quicklime Specifications

TYPICAL ANALYSIS SHEET



Lime and Limestone products

GRAYMONT Western US INC. 3950 South 700 East, Suite 301, Salt Lake City, UT 84107 (801) 262-3942 Fax: (801) 264-8039

PRODUCT : HIGH CALCIUM QUICKLIME

Nominal sizes: Crushed & Pebble

PRODUCTION FACILITY : Indian Creek Plant – Townsend, Montana

PRODUCT DESCRIPTION :

A white porous solid obtained by the calcination of high-purity limestone (CaCO_3) and composed essentially of calcium oxide (CaO).

COMPOSITION AND TYPICAL CHEMICAL PROPERTIES : (ASTM C 25, C 1271, C 1301)

Total Calcium as Calcium Oxide (CaO), (%)	96.7
Available Lime Index as Calcium Oxide (CaO), (%)	93.9
Magnesium Oxide (MgO), (%)	1.9
Silica (SiO_2), (%)	0.8
Ferric Oxide (Fe_2O_3), (%)	0.1
Alumina (Al_2O_3), (%)	0.2
Total Sulfur (S), (%)	0.1
Loss on Ignition, (%)	1.0
Calcium Carbonate, (CaCO_3), (%)	2.2

TYPICAL PHYSICAL PROPERTIES :

	Crushed	Pebble
Bulk Density (ASTM C 110), (kg/m^3)	1010 – 1105	850 – 1000
(lbs/ft^3)	63 – 69	53 – 62
Slaking Rate (ASTM C 110, AWWA B202) :		
1. Temperature Rise in 30 seconds, ($^{\circ}\text{C}$).	51	
2. Temperature Rise in 3 minutes, ($^{\circ}\text{C}$).	56	
3. Total Temperature Rise, ($^{\circ}\text{C}$).	57	
4. Total Active Slaking Time, (minutes)	2	

CLASSICAL REFERENCE DATA : (CRC Handbook of Chemistry and Physics)

Specific Gravity	3.25 – 3.38
Solubility in Water (10 $^{\circ}\text{C}$), (g/l)	1.31
pH (saturated solution) (25 $^{\circ}\text{C}$)	12.454

SIZE DISTRIBUTION :

SIEVE (mm.)	SIEVE (U.S.A.)	% PASSING	
14	9/16"		
12.5	1/2"	100	100
10	3/8"	90 – 100	90 – 100
5	No. 4		
3.15	No. 6		0 – 10
2.5	No. 8		

NOTICE :

* The test data herein is based on average results on production samples. Product shipments are subject to normal variation. Accordingly, test data can not be taken as establishing maximum or minimum specifications.



ANSI / NSF 60
DRINKING WATER TREATMENT ADDITIVES
< 8 N 63 >
MAXIMUM USE LEVEL : 500 mg/l

EXHIBIT B

PRODUCTS (Tacoma Plant) – Quicklime Specifications

TYPICAL ANALYSIS SHEET



Lime and Limestone products

GRAYMONT Western US INC. 3950 South 700 East, Suite 301, Salt Lake City, UT 84107 (801) 262-3942 Fax: (801) 264-8039

PRODUCT : **HIGH CALCIUM QUICKLIME**
Nominal sizes: 0 – 0.160, 0 – 5, 0 – 10 & 5 – 20 mm

PRODUCTION FACILITY : Tacoma Plant – Tacoma, Washington

PRODUCT DESCRIPTION :

A white porous solid obtained by the calcination of high-purity limestone (CaCO_3) and composed essentially of calcium oxide (CaO).

COMPOSITION AND TYPICAL CHEMICAL PROPERTIES : (ASTM C 25, C 1271, C 1301)

Total Calcium as Calcium Oxide (CaO), (%)	94.8
Available Lime Index as Calcium Oxide (CaO), (%)	92.9
Magnesium Oxide (MgO), (%)	0.7
Silica (SiO_2), (%)	1.0
Ferric Oxide (Fe_2O_3), (%)	0.2
Alumina (Al_2O_3), (%)	0.3
Total Sulfur (S), (%)	0.05
Loss on Ignition, (%)	1.8
Carbonates, (CaCO_3), (%)	3.9

TYPICAL PHYSICAL PROPERTIES :	Pulverized	Fines	Crushed	Pebble
Bulk Density (ASTM C 110), (kg/m^3)	910 – 1010	1135 – 1235	945 – 1040	945 – 1040
(lbs/ft^3)	57 – 63	71 – 77	59 – 65	59 – 65
Slaking Rate (ASTM C 110, AWWA B202) :				
1. Temperature Rise in 30 seconds, ($^{\circ}\text{C}$).		47		
2. Temperature Rise in 3 minutes, ($^{\circ}\text{C}$).		55		
3. Total Temperature Rise, ($^{\circ}\text{C}$).		55		
4. Total Active Slaking Time, (minutes)		3		

CLASSICAL REFERENCE DATA : (CRC Handbook of Chemistry and Physics)

Specific Gravity	3.25 – 3.38
Solubility in Water (10 $^{\circ}\text{C}$), (g/l)	1.31
pH (saturated solution) (25 $^{\circ}\text{C}$)	12.454

SIZE DISTRIBUTION :		0 – 0.160 mm	0 – 5 mm	0 – 10 mm	5 – 20 mm
SIEVE (mm.)	SIEVE (U.S.A.)	% PASSING			
25	1"				100
20	3/4"			100	85 – 100
10	3/8"		100	60 – 90	
3.15	N° 6		90 – 100		0 – 10
2.5	N° 8		65 – 90		
0.630	N° 30	100			
0.160	N° 100	90 – 100			
0.080	N° 200	75 – 100			

NOTICE :

* The test data herein is based on average results on production samples. Product shipments are subject to normal variation. Accordingly, test data cannot be taken as establishing maximum or minimum specifications.



ANSI / NSF 60
 DRINKING WATER TREATMENT ADDITIVES
 < 8 N 63 >
 MAXIMUM USE LEVEL : 500 mg/l

EXHIBIT C

TERMS OF SALE

1. **Purchase Documents.** The terms and conditions of this Agreement hereunder are intended to apply to sales of Product by Seller to Purchaser during the term hereof, whether or not expressly referred to in each purchase order, invoice, or other document of purchase or delivery issued by Seller or Purchaser. Except as otherwise provided in this Agreement, no condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the Party to be bound, and no modification shall be affected by the acknowledgement or acceptance of purchase orders, invoices, or shipping instructions or other forms containing terms or conditions at variance with or in addition to those set forth herein.

2. **Shipment.** Seller shall load Product for Purchaser in truck load quantities of approximately 25 to 45 tons each. Subject to Section 4 below, Seller will comply with Purchaser's shipping requests subject to Product availability.

3. **Liability & Warranty.** Seller makes no warranty of merchantability, fitness or otherwise, whether express or implied, other than the Product shall be of the quality stated herein. Purchaser agrees to inspect the Product supplied hereunder promptly after delivery and to give notice in writing of any claim within thirty (30) days or the latest of: (a) the date of delivery, (b) the date such delivery was requested, or (c) the date upon which the defect could reasonably have been expected to have been discovered.

Neither party shall be liable to the other for any incidental or consequential damages arising out of any claimed breach of the Agreement.

Seller's liability for any shipment of Product shall be limited to the amount paid by Purchaser for such shipment.

4. **Force Majeure.** Purchases or acceptance of the Product may be delayed or suspended by Seller or Purchaser in the event of Acts of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw material, labor, containers or transportation; governmental laws, regulations, orders or actions; breakage or failure of machinery or apparatus, suspension of operations by Purchaser or Seller due to economic reasons; national defense requirements or any other event beyond the reasonable control of such Parties. If labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such Parties) prevents the manufacture, shipment, use or acceptance of a shipment of the Product or of material or services upon which the manufacture of the Product is dependent, or if as a result of such labor event Seller is unable to supply part or all of quantity requested of the Product, or if Purchaser, because of any such labor event, is unable to accept part or all of the Product requested, then the affected Party shall be exempted to such extent from its obligations hereunder with respect to the particular deliveries involved upon giving prompt notice of such event to the other Party. Declaration of Force Majeure by either party shall not be grounds to void this Agreement.

5. **Government Caused Costs.** The purchase price for Product will be further adjusted for any increase in the direct cost to Seller of performing under this Agreement attributable to any federal, state or local statute, regulation, orders, standard or directive whether or not currently in force. Such increase in cost will be assessed by Seller and promptly reported to Purchaser. The adjustment of the purchase price will become effective under this Agreement on the effective date of the cost increase. While it is not the intent of this paragraph to pass on changes in such things as income tax rates, it is intended to pass on such items as sales taxes, value added taxes, business transfer taxes, goods and services taxes, costs to comply with new environmental standards not existing at the time of execution of this Agreement, royalties, severance taxes, and any other items resulting from acts of government (all levels) that impose a direct pre-income tax burden on Seller.

6. **Climate Change.** The parties recognize that Seller's future cost of operations may increase due to measures taken with respect to climate change issues. Should this occur, Seller will have the right to increase the then current price to reflect part or all of such cost increase, including a reasonable return on invested capital.

7. **Terms of Payment.** The Purchaser will pay the purchase price for each ton of Product within thirty (30) days from the date for such Product. Seller reserves the right to review its assessment of Purchaser's creditworthiness and to adjust, in its sole discretion, the terms of payment from time to time.

8. **Binding Effect.** This Agreement shall be binding on the successors and assigns of Purchaser and Seller, provided that neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, such consent not to be unreasonably withheld.

9. **Entire Agreement.** These terms and conditions constitute the entire Agreement between the parties and there are no other Agreements or understandings with respect to the subject matter which are not merged herein. No modification to this Agreement will be effective unless executed in writing by both parties. If a purchase order or similar release is issued to cover all or part of the goods and services covered by this Agreement the terms of this Agreement will govern.

10. **Confidentiality.** During the term of this Agreement, the Purchaser and Seller agree to keep confidential and not disclose to others the terms of this Agreement.

11. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Utah.

EXHIBIT D

ACCEPTABILITY TEST

Each load of Product must pass the Acceptability Test performed by Purchaser as set forth below:

- Step 1: Collect 25 grams of pebble lime from Product load
- Step 2: Add 100 ml of 25 deg C water
- Step 3: Add lime to the water and stir continuously
- Step 4: Record the temperature after 1, 2, 3, 4, and 5 minutes

In order for Purchaser to accept the load, the temperature must rise > 30deg C in three (3) minutes.

Assignment

This Assignment of Wheelabrator Spokane Inc., Purchase Agreement ("Assignment") dated as of November 3, 2014, is entered into among Wheelabrator Environmental Systems Inc. ("Wheelabrator"), the City of Spokane ("City") and Graymont Western US Inc. with offices located at 3950 South 700 East, Suite 301, Salt Lake City, Utah 84107 ("Seller") (collectively hereafter, Wheelabrator, the City and the Seller are referred to as the "Parties").

WHEREAS, Wheelabrator and Seller are parties to that certain Wheelabrator Purchase Agreement - dated January 1, 2014 ("Agreement"), which is attached hereto as Exhibit "A", whereby Seller sells certain Products to Wheelabrator at the waste-to-energy facility located in Spokane, Washington ("Spokane Facility"); and

WHEREAS, as of November 17, 2014 ("Effective Date"), the City will take over operation of the Spokane Facility; and

WHEREAS, the City seeks for Seller to continue to sell and deliver to the City the products defined as High Calcium Quicklime, per specifications as set forth in the original Purchase Agreement (Indian Creek Plant) and (Tacoma Plant) (together, the "Products") and in accordance with the Acceptability Test set forth in the original Purchase Agreement; and

WHEREAS, the Parties wish to document an Assignment of the Purchase Agreement for Products to be provided at the Spokane Facility on and after the Effective date in accordance with the terms herein.

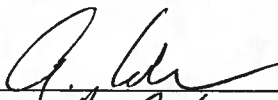
-- NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

1. Capitalized terms used herein, without definition shall have the definitions ascribed to them in the Agreement.
2. Except as otherwise provided herein, the Agreement, solely as it pertains to any Products sold by the Seller for the Spokane Facility on or after the Effective Date, is hereby assigned by Wheelabrator to the City. From and after the Effective Date, the City assumes all rights and obligations of Wheelabrator under the Agreement with respect to the Spokane Facility. Any and all obligations of Wheelabrator with respect to the Spokane Facility arising prior to the Effective Date shall remain the responsibility of Wheelabrator.

3. Seller acknowledges the foregoing Assignment of the Agreement by Wheelabrator with respect to Products and/or Services performed at the Spokane Facility on or after the Effective Date and the assumption by the City of all Wheelabrator obligations related thereto. Any Products delivered by Seller at the Spokane Facility on or after the Effective Date shall be for, and at the behest of the City and shall be completed under the terms and conditions of the Agreement. Seller hereby releases Wheelabrator from any and all obligations or liability with respect to Products and/or Services performed at the Spokane Facility on or after the Effective Date.
4. Notwithstanding the foregoing, the Parties acknowledge the possibility that Wheelabrator may be retained by the City to conduct and oversee certain repair and maintenance work at the Spokane Facility after the Effective Date. In the event Wheelabrator is so retained and seeks to subcontract Products and/or Services from Seller, Wheelabrator shall issue a purchase order to Seller and specify that the terms and conditions of the Agreement shall apply to such work. Under these limited circumstances, the terms of the Agreement shall apply to Wheelabrator for Products and/or Services conducted at the Spokane Facility and Seller's obligations under the Purchase Agreement shall run to Wheelabrator.
5. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.
6. Other than the Assignment of the Purchase Agreement contained herein, the Agreement shall remain in full force and effect and otherwise shall remain unchanged with respect to Products and/or Services performed by Seller at Wheelabrator's other Facilities.

WITNESS the execution hereof as of the date first above written.

WHEELABRATOR ENVIRONMENTAL
SYSTEMS INC.

By: 
Name: A. Cole
Title: Vice President

CITY OF SPOKANE

By: _____
Name:
Title:

GRAYMONT WESTERN US INC

By: _____
Name:
Title:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

11/10/2014

Date Rec'd

10/29/2014

Clerk's File

CPR 1981-0402

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

BRANDY COTE 6256774

Project #**Contact E-Mail**

BCOTE@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT FOR PARK BOARD

Agenda Wording

Appointment of Lauren Pendergraft to fill a vacated term on the park board, expiring 2016.

Summary (Background)

Appointment of Lauren Pendergraft to fill a vacated term on the park board, expiring 2016.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session**Division Director****Other****Finance****Distribution List****Legal**

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

leadie@spokanecity.org

Additional Approvals**Purchasing**

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

RES 2014-0108

Renews #Submitting Dept

UTILITIES

Contact Name/Phone

RICK ROMERO 625-6361

Contact E-Mail

RROMERO@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

2015 CONSERVATION CREDIT RESOLUTION

Cross Ref #Project #Bid #Requisition #Agenda Wording

Conservation credit program for residential customers with low indoor water usage and for multi-family residences.

Summary (Background)

Beginning January 2015 a \$50 conservation credit will be applied to the wastewater rates of the single-family residential users who are the lowest 20% of water users during the previous winter. The credit will be evenly distributed on the user's bill for a period of one year.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

ApprovalsDept Head

ROMERO, RICK

Division Director

ROMERO, RICK

Finance

LESESNE, MICHELE

Legal

SCHOEDEL, ELIZABETH

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOther

PWC 10/27/2014

Distribution List

eschoedel@spokanecity.org

acmarshall@spokanecity.org

Additional Approvals

cmarchand@spokanecity.org

Purchasing

mfeist@spokanecity.org

bpatrick@spokanecity.org

Resolution No. 2014-0108

A resolution directing the Director of Public Utilities to implement a Conservation Credit.

WHEREAS, the amount of wastewater produced by a Consumer is directly related to the amount of water consumed by a Consumer; and

WHEREAS, water is a limited natural resource and efforts of conservation should be rewarded in order to protect the Spokane Aquifer; and

WHEREAS, reducing the flow of wastewater to the plant over time will allow the City to accommodate growth without increasing the size of its wastewater collection and treatment systems; and

WHEREAS, rates set to encourage the achievement of water conservation goals and the discouragement of wasteful water use practices are an appropriate utility ratemaking consideration under RCW 35.92.010 and RCW 35.67.020; and

WHEREAS, the City of Spokane is committed to encourage conservation by its ratepayers in order to protect our limited natural resources; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Spokane directs the Director of Public Utilities to administer a \$50 conservation credit to be applied to the wastewater rates of the single-family residential users who are the lowest 20% of water users within the Water Utility during the previous winter.

This credit shall be applied to the lowest 20 percent of single-family residential users beginning in January 2015 and shall be evenly distributed on the user's bill for a period of one year.

ADOPTED by the City Council this _____ day of November, 2014.

City Clerk

Approved as to form:

Assistant City Attorney

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

RES 2014-0109

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 625-6269

Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0320 CITY HALL PLAZA NAMING RESOLUTION

Cross Ref #Project #Bid #Requisition #Agenda Wording

A resolution regarding the naming of the City Hall Plaza.

Summary (Background)

On June 23, 2014, the City Council adopted Resolution No. 2014-0069 directing the Plan Commission to hold a hearing, review public input, research options, review naming criteria and make a recommendation or a group of naming options for the new plaza adjacent to City Hall for the City Council to review.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

ApprovalsDept Head

MCDANIEL, ADAM

Division DirectorFinance

LESESNE, MICHELE

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOther

Plan Commission

Distribution ListAdditional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

On July 9, 2014, August 24, 2014 and October 8, 2014, the Plan Commission considered the City Council's request and forwarded a letter dated October 28, 2014 with the three names for the Council's consideration in making its decision regarding the naming of the plaza. Pursuant to this resolution, the Council will provide a name for the new plaza adjacent to City Hall.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Resolution No. RES 2014-0109

A resolution regarding the naming of the City Hall Plaza.

WHEREAS, Section 128 of the City Charter provides that the Plan Commission has the power to make recommendations to the City Council in relations to the naming of streets, squares and public places; and

WHEREAS, Section 127 of the City Charter provides in part that the City Council may, by a majority vote, direct the Plan Commission to perform specific actions in relation to potential or pending legislative action of the City Council; and

WHEREAS, on June 23, 2014, the City Council adopted Resolution No. 2014-0069 directing the Plan Commission to hold a hearing, review public input, research options, review naming criteria and make a recommendation or a group of naming options for the new plaza adjacent to City Hall for the City Council to review; and

WHEREAS, on July 9, 2014, August 24, 2014 and October 8, 2014, the Plan Commission considered the City Council's request and forwarded a letter dated October 28, 2014 with the three names for the Council's consideration in making its decision regarding the naming of the plaza.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the new plaza adjacent to City Hall shall be named the _____.

ADOPTED by the City Council this _____ day of November, 2014.

City Clerk

Approved as to form:

Assistant City Attorney



CITY PLAN COMMISSION
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
FAX 509.625.6013

October 28, 2014

Memo to: Council President Stuckart

From: Dennis Dellwo, Plan Commission President

RE: City Plaza Naming

During its July 9, 2014, August 24, 2014 & October 8, 2014 meetings, the City of Spokane Plan Commission, considered the City Council's request to send forward a list of names for the City Plaza Naming. During the October 8, 2014 meeting the following some discussion by the Plan Commission the following names were decided to move forward:

- John Moyer
- King Cole Park or Plaza
- The Gathering Place (with the Salish name underneath)

We hope this selection will assist you in your decision with the naming of the City plaza.

Sincerely,

Dennis Dellwo
Plan Commission President

cc: Plan Commission Members

CITY OF SPOKANE

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

11/17/2014

Date Rec'd

11/3/2014

Clerk's File #

RES 2014-0110

Renews #Submitting Dept

BUSINESS & DEVELOPER SERVICES

Cross Ref #Contact Name/Phone

JAN QUINTRALL 625-6187

Project #Contact E-Mail

JQUINTRALL@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0750 - RESOLUTION - DOWNTOWN PARKING & BUSINESS IMPROVMENT AREA

Agenda Wording

A Resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area (Business Improvement District - BID) and providing for notice of the 2015 assessments to business and property owners.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 15, 2014 meeting.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

QUINTRALL, JAN

Study SessionDivision Director

QUINTRALL, JAN

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mpiccolo@spokanecity.org

Additional Approvals

pdolan@spokanecity.org

Purchasing

htrautman@spokanecity.org

jquintrall@spokanecity.org

scurtis@downtownspokane.net

RESOLUTION NO. RES 2014-0110

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2015 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-32923, as revised, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above-identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C-32923, as revised, will be on file in the Office of the City Clerk on the 17th day of November 2014, and are open for public inspection.

2. The City Council has fixed the 15th day of December 2014 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, as the time and place for hearing upon said rolls.

3. The City Council declares its intent to impose special assessments in a manner that measures special benefits from each of the purposes set forth in Ordinance C-32923, as revised. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.

4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at, or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessments be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to City Ordinance C-32923.

5. The Department of Utilities is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of the special assessment.

6. The City Clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being one week before the date fixed for public hearing.

ADOPTED by the City Council this _____ day of _____, 2014

City Clerk

Approved as to form:

Assistant City Attorney

bid\2014 esolution

Resolution No. RES 2014-0111

A Resolution Appointing an Alternate Board Member to Spokane Transit Authority Board for 2014

WHEREAS, Council members Amber Waldref, Candace Mumm and Mike Allen are current City of Spokane appointees to the Spokane Transit Authority (STA) Board; and

WHEREAS, STA Board bylaws permit alternates representing the City of Spokane; and

WHEREAS, the Spokane City Council wishes to appoint an alternate to represent its interests at STA Board meetings when one of the three appointed Board members cannot participate in STA Board meeting; and

WHEREAS, the STA Board bylaws require alternates be appointed by resolution.

NOW, THEREFORE, BE IT RESOLVED, the Spokane City Council hereby appoints Jon Snyder as the City of Spokane alternate to the Spokane Transit Authority Board.

Adopted this _____ day of November, 2014.

City Clerk

Approved as to form:

Assistant City Attorney

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

11/17/2014

<u>Date Rec'd</u>	11/12/2014
<u>Clerk's File #</u>	RES 2014-0112
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	SOLE SOURCE
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	RE #17011
<u>Agenda Item Name</u>	4100- SOLE SOURCE RESOLUTION AND PURCHASE ALLEN BRADLEY MCC		

Agenda Wording

Approve sole source and purchase of one (1) Allen-Bradley Motor Control Center from Columbia Electric (Spokane, WA) for the Garden Park Booster Station - \$123,615.81 including sales tax

Summary (Background)

The MCC controls the starting and stopping of pumps by providing remote or automated operation and electrical protection of the equipment. The Allen-Bradley MCC's are the automation equipment that is compatible with existing City of Spokane Water System SCADA and pumping equipment and meets all City Specifications. Using any other brand is problematic, time consuming and unreliable. Columbia Electric Supply is the only authorized dealer of Allen-Bradley equipment in the region.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 123,615.81	#	4100-42490-94000-56401
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 11/10/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting	
<u>Additional Approvals</u>		<u>Taxes & Licenses</u>	
<u>Purchasing</u>	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

or \$1,537,653.90(incl. tax), per year. Pauletto Trucking & Excavation (Spokane, WA) - estimated maximum annual cost \$74,502.98 (1 grader) and \$22,267.20 (1 dump truck).

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2014-0112

A Resolution declaring Allen Bradley/Rockwell Automation Motor Control Centers (MCC) and associated software for use in the Garden Park Booster Station Motor Control Centers (MCC) upgrade project as sole source and thus authorizing its purchase from Columbia Electric Supply of Spokane Washington, at an estimated cost of \$113,722, excluding taxes.

WHEREAS, the Water Department has standardized on Allen Bradley/Rockwell Automation controls for the City of Spokane Water System and associated Water Pumping Stations; and

WHEREAS, this equipment incorporates a comprehensive information and monitoring system for the City of Spokane Water System Supervisory Control and Data Acquisition (SCADA) system that is used to ensure compliance with Department of Health, which is the basis of the City's Water Purveyor permit; and

WHEREAS, the Department has investigated other manufacturers brand electrical, PLC, and variable speed drive systems over the last five (5) years and Allen Bradley/Rockwell Automation is the sole provider of these patented systems that are compatible with existing equipment, inventory, and process communication systems; and

WHEREAS, the Department can maximize operation and maintenance benefit to cost ratios by dedicating resources to one unique platform, eliminating the need to acquire parallel resources proprietary to other unique platforms; and

WHEREAS, routine maintenance, firmware, and software revision improvements have been made to the existing system components to keep them current with equipment life cycle changes; and

WHEREAS, the choice of Allen Bradley/Rockwell Automation will provide quality standardized equipment that are compatible with the Department's process and information requirements; and

WHEREAS, the Department can minimize spare equipment inventory and reduce inventory costs by utilizing one manufacturer and local distributor inventory; and

WHEREAS, any problems with the equipment and the software have been resolved with exceptional assistance of the vendor's local customer support

group and the local distributors excellent local training opportunities in their training center; and

WHEREAS, the Allen Bradley/Rockwell Automation equipment meets the department's current and projected future needs for the associated Water Pumping Stations; and

WHEREAS, the Allen Bradley/Rockwell Automation systems are a patented good only available from authorized dealers; and

WHEREAS, the Department has numerous ongoing and future pump station project contracts, and staff has determined future projects where Allen Bradley/Rockwell Automation equipment may be required; and

WHEREAS, the 2014 public bid limit for the purchase of goods is \$47,400.00;

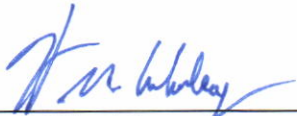
-- Now, Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares the Allen Bradley/Rockwell Automation equipment consisting of Motor Control Centers (MCC) and associated software sole source and authorizes its purchase from local Columbia Electric Supply/Rockwell Automation or authorized Allen Bradley/Rockwell Automation Company at an estimated cost of \$113,722 excluding taxes.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:



Assistant City Attorney

BRIEFING PAPER
Public Works Committee
Water Department
November 10, 2014

Subject

The Purchase of one (1) Allen-Bradley Motor Control Center from Columbia Electric Supply, Spokane, Washington by sole source agreement for the Garden Park Booster Station Replacement, Project # 2010069, for \$113,722.00 (excluding tax).

Background

The Water Department solicited a quote from Columbia Electric Supply for a Motor Control Center (MCC) to conform to the specifications for the Garden Park Booster Station Replacement Project. The MCC controls the starting and stopping of pumps by providing remote or automated operation and electrical protection of the equipment. The Allen-Bradley MCC's are the automation equipment that is compatible with existing City of Spokane Water System SCADA and pumping equipment and meets all City Specifications. Using any other brand is problematic, time consuming and unreliable. Columbia Electric Supply is the only authorized dealer of Allen-Bradley equipment in the region.

Impact

This purchase will provide for increased operating efficiency, in the Garden Park Booster Station Replacement.

Action

Recommend approval

Funding

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



Agenda Sheet for City Council Meeting of:
11/10/2014

Date Rec'd	10/29/2014
Clerk's File #	ORD C35176
Renews #	

Submitting Dept	MUNICIPAL COURT	Cross Ref #	
Contact Name/Phone	HOWARD 625-4450	Project #	
Contact E-Mail	HDELANEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	AMENDMENT OF COURT COMMISSIONER SALARIES		

Agenda Wording

Amending the Spokane Municipal Code to amend the salary structure for Municipal Court Commissioners from a fixed salary of \$105,000 per year to an existing six step City salary range, effective January 1, 2015.

Summary (Background)

When Municipal Court was formed in 2008-2009, the decision was made to place Court Commissioner salaries at the maximum amount then earned by an Assistant City Attorney L IV. Since 2009, the salaries for Court Commissioners have remained static, while the comparable salary for an Assistant City Attorney L IV has risen to \$113,733.76. This has resulted in the Court Commissioners losing about 15% of their net effective wage to cumulative inflation over the same period.

Fiscal Impact		Budget Account	
Expense	\$ \$32, 698	#	0560-13100-12500-09590
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	DELANEY, HOWARD	<u>Study Session</u>	OCTOBER 20, 2014
<u>Division Director</u>	LOGAN, MARY	<u>Other</u>	
<u>Finance</u>	DOLAN, PAM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	hdelaney@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	tdunivant@spokanecity.org	
<u>Additional Approvals</u>		mlogan@spokanecity.org	
<u>Purchasing</u>		korlob@spokanecity.org	
		aharte@spokanecity.org	
		mpiccolo@spokanecity.org	

**Briefing Paper
City of Spokane
Spokane Municipal Court / Public Safety Committee
October 20, 2014**

Subject

Amending the Spokane Municipal Code to amend the salary structure for Municipal Court Commissioners from a fixed salary of \$105,000 per year to an existing six step City salary range, which in 2014 starts at \$90,285.12 and has a maximum pay rate of \$112,501.44.

Background

When Municipal Court was formed in 2008-2009, the decision was made to place Court Commissioner salaries at the maximum amount then earned by an Assistant City Attorney L IV.

Since 2009, the salaries for Court Commissioners have remained static, while the comparable salary for an Assistant City Attorney L IV has risen to \$113,733.76. This has resulted in the Court Commissioners losing about 15% of their net effective wage to cumulative inflation over the same period.

Impact

The total maximum fiscal impact as a result of passing the proposed ordinance, adjusting the existing Court Commissioner salaries in conformity therewith, and changing the existing Court Administrator position to that of a Court Commissioner in charge of administrative matters, is \$32,698, including all salary increases and associated benefits.

Action Requested

Approve the attached ordinance amending the Spokane Municipal Code (Appendix "A").

Funding

An additional \$32,698 in funding is required in 2015.

ORDINANCE NO. C35176

AN ORDINANCE relating Court Commissioner hiring, salaries, performance,; amending SMC 5A.05.020 B.

The City of Spokane does ordain:

Section 1. Than SMC section 5A.05.020 B is amended to read as follows :

A. Judges Pro Tern.

1. Pursuant to RCW 3.50.090, the presiding municipal court judge may designate one or more persons as judges pro tern to serve in the absence or disability of the elected or duly appointed judges of the court, subsequent to the filing of an affidavit of prejudice, or in addition to the elected or duly appointed judges when the administration of justice and the accomplishment of the work of the court make it necessary.
2. The qualifications of a judge pro tempore shall be the same as for judges as provided under RCW 3.50.040, except that a judge pro tempore need not be a resident of the City or County of Spokane.
3. Judges pro tempore shall have all of the powers of the duly appointed or elected judges when serving as judges pro tempore of the court.
4. Before entering his or her duties, each judge pro tempore shall take, subscribe, and file an oath as is taken by a duly appointed or elected judge.
5. Judges pro tempore shall receive, and the City shall pay, compensation as fixed by ordinance. The compensation of a judge pro tern shall be one hundred twenty-five dollars per half-day of service.
6. The City shall have authority to appoint a district judge as its municipal judge when the municipal judge is not required to serve full time. In the event of the appointment of a district judge, the City shall pay a pro rata share of the salary.

B. Court Commissioners.

1. Pursuant to RCW 3.50.075, one or more court commissioners may be appointed by the presiding judge of the municipal court. Each commissioner holds office at the pleasure of the appointing judge.
2. A commissioner authorized to hear or dispose of cases must be a lawyer who is admitted to practice law in the State of Washington or a nonlawyer who has passed, prior to January 1, 2003, the qualifying examination for lay judges for courts of limited jurisdiction under RCW 3.34.060.
3. On or after July 1, 2010, when serving as a commissioner, the commissioner does not have authority to preside over trials in criminal matters or jury trials in civil matters unless agreed to on the record by all parties.
4. A commissioner need not be a resident of the City or County of Spokane.
5. Full-time commissioners shall receive ((a maximum compensation of one hundred five thousand dollars per year)) compensation equivalent to the City's 2014 pay plan for elected officials and outside agencies. Group A09, Grade 69, as it may be hereafter amended or retitled. Newly appointed court commissioners may be placed at any of the pay plan's six steps, at the discretion of the Presiding Judge. Step increases will not occur annually on an automatic basis, but will be approved

or disapproved on an annual basis based upon an individual commissioner receiving a satisfactory rating on that commissioner's annual performance review. Performance reviews shall be conducted by the Presiding Judge, in consultation with the Associate Judges, on the annual anniversary date of each commissioner's appointment as a commissioner, or as soon thereafter as may be practical.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
11/10/2014

Date Rec'd	10/29/2014
Clerk's File #	ORD C35177
Renews #	

Submitting Dept	INTEGRATED CAPITAL MGMT	Cross Ref #	
Contact Name/Phone	KATHERINE 625-6338	Project #	
Contact E-Mail	KEMILLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4250 - ORDINANCE - 2015 - 2020 CITYWIDE CAPITAL IMPROVEMENT		

Agenda Wording

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2015-2020, and amending Section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

Summary (Background)

City of Spokane's Spokane Municipal Code chapter 7.17 indicates the City's must adopt and annually update a Citywide Six-Year Capital Improvement Program. Two Plan Commission workshops were held on September 28, 2014 and October 8, 2014. A Plan Commission hearing was held on October 22, 2014. The Citywide Improvement Program was found to be consistent with the Comprehensive Plan. The 2015-2020 Citywide Six-Year Capital Improvement Program can be viewed on line at: <http://www.myspokanebudget.org>.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	TAYLOR, MIKE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	Public Works 10/27/14
<u>Finance</u>	DOLAN, PAM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mlesesne@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		kemiller@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the City's must adopt and annually update a Citywide Six-Year Capital Improvement Program. SMC Chapter 7 also indicates that to determine the Program's consistency with the Comprehensive Plan it shall be reviewed by the City Plan Commission. The 2015-2020 Citywide Six-Year Capital Improvement Program can be viewed on line at: <http://www.myspokanebudget.org>

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
November 3, 2014

Subject:

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2015-2020, and amending Section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

Background:

GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget.

City of Spokane's Spokane Municipal Code (SMC) chapter 7.17 indicates the City's must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2015 Budget, the first year of the Program reflects the 2015 budget.

SMC Chapter 7 also indicates that to determine the Program's consistency with the Comprehensive Plan it shall be reviewed by the City Plan Commission. Two Plan Commission workshops were held on September 28th and October 8th. A Plan Commission hearing was held on October 22nd. The Citywide Improvement Program was found to be consistent with the Comprehensive Plan.

The 2015-2020 Citywide Six-Year Capital Improvement Program can be viewed on line at: <http://www.myspokanebudget.org>

Impact:

In order to comply with the provisions of the Growth Management Act, the City's SMC's and qualify for grant and low interest loan funds, it is required that the City maintain a Capital Improvement Program for the respective utilities and departments that have capital needs.

Action:

City Council will be requested to adopt the 2015-2020 Citywide Capital Improvement Program and to authorize staff to apply for state and federal grants and low-interest loans in support of projects as identified in said Programs.

ORDINANCE NO. ORD C35177

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2015 THROUGH 2020, AND AMENDING SECTION 5.5 CAPITAL FACILITIES PROGRAM (CFP) OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Program that includes an inventory, analysis, and a six-year financing plan for needed capital facilities; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to Section 5.5 Capital Facilities Program (CFP) of the City of Spokane Comprehensive Plan ("Comprehensive Plan"), which amendments consist of an updated six-year plan (years 2015 through 2020) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 23, 2014 by Council Resolution 2014-0068, and that program is incorporated into the CIP; and

WHEREAS, GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget; and

WHEREAS, on August 6, 2014, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted public workshops regarding the CIP on September 24th and October 8th 2014; and

WHEREAS, after providing appropriate public notices, on October 22, 2014, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on August 5th, 2014, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CPI. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2015-2020), as set forth in the attached Citywide Capital Improvement Program (2015-2020).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2015-2020).

Section 3. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

Terri Pfister, City Clerk

Approved as to Form:

Assistant City Attorney

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2015-2020 CITYWIDE CAPITAL IMPROVEMENT PROGRAM

A Recommendation of the City Plan Commission certifying that the 2015-2020 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").

B. The City's Comprehensive Plan is required to be consistent with the GMA.

C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.

D. The 2015-2020 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.

E. The City Plan Commission held two workshops on September 24th and October 8th 2014, to obtain public comments on the 2015-2020 Six Year Citywide CIP.

F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2015-2020 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.

ACTION: Motion to accept the staff's Findings of Fact A through F.

CONCLUSIONS:

A. The 2015-2020 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.

B. The 2015-2020 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.

ACTION: Motion to accept conclusions A and B by staff as conclusions of the Plan Commission.

RECOMMENDATIONS:

A. The Spokane City Plan Commission that the 2015-2020 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By a vote of 7 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.

A handwritten signature in dark ink, appearing to read "Dennis Dellwo", is written over a horizontal line.

Dennis Dellwo, President
Spokane Plan Commission
October 22, 2014

Citywide Capital Improvement Program

2015 – 2020

A copy of this 895+ page document is viewable electronically here:

[Capital Improvement Plan](#)

A copy is also viewable at the City Clerk's office on the 5th floor of City Hall.

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

11/10/2014

Date Rec'd

10/29/2014

Clerk's File #

ORD C35179

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

JON SNYDER 6254

Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0320 ORD RE LOBBYING AND LEGISLATIVE AGENDA

Agenda Wording

An ordinance relating to state and federal lobbying and the City's legislative agenda; amending SMC section 2.03.010 and 2.03.020; amending Chapter 2.03; and adopting a new section 2.03.030 to chapter 2.03 of the Spokane Municipal Code.

Summary (Background)

This ordinance provides several amendments relating to lobbying and creation of the City's legislative agenda. The ordinance clarifies that the requirement for council approval of contracts for lobbying by private parties applies to all contracts regardless of the dollar amount.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCDANIEL, ADAM

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

DOLAN, PAM

Distribution List**Legal**

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance also clarifies that any legislative agenda to be advocated by the City of Spokane shall be adopted by the City Council, after consultation with the Mayor's office, as the official City of Spokane legislative agenda. The ordinance further clarifies that all lobbying efforts are to be consistent with the adopted legislative agenda.

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

Distribution List

ORDINANCE NO. ORD C35179

AN ORDINANCE relating to state and federal lobbying and the City's legislative agenda; amending SMC section 2.03.010 and 2.03.020; amending Chapter 2.03; and adopting a new section 2.03.030 to chapter 2.03 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC Chapter 2.03 is amended to read as follows:

Chapter 2.03 State and Federal Lobbying

Section 2. That SMC section 2.03.010 is amended to read as follows:

2.03.010 Lobbying by Officers and Employees

The mayor, members of the city council, and all employees under the direction of the mayor or a member of the city council are authorized to attempt to influence the passage or defeat of any legislation by the legislature of the State of Washington, ~~((or))~~ the adoption or rejection of any rule, standard, rate or other legislative enactment of any state agency under the State Administrative Procedures Act, chapter 34.04 RCW or the enactment or approval of any legislation, rules, regulations or other enactments established by the federal government, including Congress or any federal agencies.

Section 3. That SMC section 2.03.020 is amended to read as follows:

2.03.020 Contract Lobbying by Private Persons

Activities authorized in SMC 2.03.010 may be performed by private persons, firms or corporations; provided, that each such contract, regardless of dollar amount, shall be approved by the city council prior to performance of any lobbying activities.

Section 4. That there is adopted a new section 2.03.030 to chapter 2.03 of the Spokane Municipal Code to read as follows:

2.03.030 City of Spokane Legislative Agenda

Any 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. All lobbying activity, either by City officials or private parties authorized under this chapter shall be consistent with the legislative agenda adopted by the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	ORD C35185
<u>Renews #</u>	
<u>Cross Ref #</u>	FIN 2014-0001
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	FINANCE
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0410 - 2015 BUDGET ADOPTION

Agenda Wording

Adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds of the City of Spokane for the year ending December 31, 2015, providing it shall take effect immediately upon passage.

Summary (Background)

The City of Spokane is a first class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2014.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tdunivant@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C35185

An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage.

WHEREAS, the City of Spokane is a first class city with a population of less than 300,000 persons and is required, pursuant to RCW 35.33.075 to adopt a final budget prior to the close of the current fiscal year at midnight, December 31, 2014; and

WHEREAS, all appropriations in the final budget must be limited to the total estimated revenues therein including the amount to be raised by all municipal revenue sources and the unencumbered fund balances estimated to be available at the close of the current fiscal year; and

WHEREAS, pursuant to RCW 35.33.121 the expenditures as classified and itemized by fund in the final budget adopted by the City Council shall constitute the City of Spokane's appropriations for the fiscal year commencing after midnight, December 31, 2014, subject to later adjustments as provided therein;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1.

A. That the revenues to be generated by the revenue sources set forth in the final budget are required for the continuation of the existing essential municipal programs and services of the City of Spokane.

B. That without said essential municipal programs and services, the public health, safety and welfare of the citizens of the City of Spokane would be seriously impaired.

C. That the following Annual Budget of the City of Spokane for 2015 reflects a continuation of said essential municipal services and programs provided by the City of Spokane for the public health, safety and welfare of the citizens of the City of Spokane as required by the constitution and laws of the State of Washington, the City Charter, ordinances, other legislative enactments and lawful obligations of the City of Spokane.

Section 2. That the Annual Budget of the City of Spokane for the fiscal year ending December 31, 2015, as set forth in the document attached hereto and entitled, "2015 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2015 Annual Budget, be and the same is, hereby fixed, determined and adopted; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2015 Annual Budget and the salaries and wages therein set forth in detail as prescribed by RCW 35.33.051 shall be paid on a biweekly basis, payable every other Friday of such fiscal year.

Section 4. That because this ordinance adopts the Annual Budget, as provided by Section 19 of the City Charter, it shall take effect immediately upon its passage.

Passed the City Council_____.

Council President

Mayor

Attest:_____
City Clerk

Approved as to form:

Assistant City Attorney

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

ORD C35180

Renews #Submitting Dept

UTILITIES

Cross Ref #Contact Name/Phone

RICK ROMERO 625-6361

Project #Contact E-Mail

RROMERO@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4500 - SOLID WASTE RATES ORDINANCE

Agenda Wording

An ordinance relating to the rates of public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0562, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an inflationary increase of 2.9% to Solid Waste rates for commercial and residential for 2015, 2016, and 2017. This three year rate proposal will provide affordability and predictability for citizens.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

ROMERO, RICK

Study SessionDivision Director

ROMERO, RICK

Other

PWC 10/27/14

Finance

LESESNE, MICHELE

Distribution ListLegal

SCHOEDEL, ELIZABETH

eschoedel@spokanecity.org

For the Mayor

SANDERS, THERESA

acmarshall@spokanecity.org

Additional Approvals

cmarchand@spokanecity.org

Purchasing

mfeist@spokanecity.org

bpatrick@spokanecity.org

kgimpel@spokanecity.org

swindsor@spokanecity.org

ORDINANCE NO. C35180

AN ORDINANCE relating to the rates of public utilities and services, amending SMC sections 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0516, 13.02.0518, 13.02.0520, 13.02.0528, 13.02.0530, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0562, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0502 is amended to read as follows:

13.02.0502 Residential Service Rates

- A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.
 - 1. Single-family residential premises or equivalent are presumed to require service of at least one thirty-two gallon automated cart.
 - 2. Thirty-two gallon automated cart service is available upon request.
- B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.
- C. Adjacent Service.

Container pickup location is up to six feet from vehicle access point for automated service or twelve feet from the collection vehicle access point for semi-automated service areas. For semi-automated service, automated carts more than twelve feet from the pickup location will be charged for rollout at rates specified hereafter.

 - 1. Twenty-gallon automated cart service.
 - a. New requests for twenty-gallon cart service will no longer be accepted after June 01, 2010. Existing twenty-gallon service will continue until May 31, 2015.
 - b. ~~((Thirteen dollars fifty nine cents))~~ Thirteen dollars ninety-eight cents (\$13.98).
 - 2. Thirty-two gallon automated cart service: ~~((Fifteen dollars twenty five cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.69</u>	<u>\$16.15</u>	<u>\$16.62</u>

3. Sixty-eight gallon automated cart service: ~~((Twenty seven dollars sixty two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$28.42</u>	<u>\$29.25</u>	<u>\$30.09</u>

4. Ninety-five gallon automated cart service: ~~((Forty dollars thirty two cents)).~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$41.49</u>	<u>\$42.69</u>	<u>\$43.93</u>

- D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of: ~~((three dollars fifty seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.67</u>	<u>\$3.78</u>	<u>\$3.89</u>

- E. Rollout Service from Six Feet (Automated) / Twelve Feet (Semi-automated) to Fifty Feet.

1. Container pickup location is from six feet for automated service or twelve feet for semi-automated service, up to and including fifty feet from collection vehicle access.
2. Rollout is on a per automated cart basis.
3. The monthly fee for this service is: ~~((twelve dollars nineteen cents per month.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$12.54</u>	<u>\$12.91</u>	<u>\$13.28</u>

- F. Rollout Service More Than Fifty to One Hundred Feet.

1. Container pickup location if more than fifty feet, up to and including one hundred feet from collection vehicle access.
2. Pack-out is on a per automated cart basis.

3. The monthly fee for this service is: ~~((twenty-four dollars thirty-seven cents per month.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.08</u>	<u>\$25.80</u>	<u>\$26.55</u>

G. Rollout Service More than One Hundred to One Hundred Fifty Feet.

1. Container pickup location is more than one hundred feet, up to and including one hundred fifty feet from collection vehicle access.
2. Pack-out is on a per automated cart basis.
3. The monthly fee for this service is: ~~((thirty-six dollars fifty-four cents per month.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$37.60</u>	<u>\$38.69</u>	<u>\$39.81</u>

H. Rollout Service More Than One Hundred Fifty to Two Hundred Feet.

1. Container pickup location is more than one hundred fifty feet, up to and including two hundred feet from collection vehicle access.
2. Pack-out rate is on a per automated cart basis.
3. The monthly fee for this service is: ~~((forty-eight dollars seventy-one cents per month.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$50.12</u>	<u>\$51.58</u>	<u>\$53.07</u>

I. Occasional, infrequent extra waste material (boxes, bags, cans, carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items at:

1. Adjacent Service (per item): ~~((Three dollars fifty-seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.67</u>	<u>\$3.78</u>	<u>\$3.89</u>

2. Rollout Service (per item): ~~((Four dollars fifty-two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
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<u>\$4.65</u>	<u>\$4.79</u>	<u>\$4.92</u>
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3. Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit piece.

4. Extra automated cart dumping charges are as follows:

- a. Thirty-two gallon cart: ((~~Three dollars eighty two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.93</u>	<u>\$4.04</u>	<u>\$4.16</u>

- b. Sixty-eight gallon cart: ((~~Six dollars ninety cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$7.10</u>	<u>\$7.31</u>	<u>\$7.52</u>

- c. Ninety-five gallon cart: ((~~Ten dollars eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$10.37</u>	<u>\$10.67</u>	<u>\$10.98</u>

- d. Contaminated recycling cart: ((~~Six dollars ninety cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$7.10</u>	<u>\$7.31</u>	<u>\$7.52</u>

- e. Contaminated yard cart: ((~~Ten dollars eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$10.37</u>	<u>\$10.67</u>	<u>\$10.98</u>

J. Overweight/Oversize Containers.

1. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge ((~~of three dollars fifty seven cents.~~)) per container, if accepted, of the following:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.67</u>	<u>\$3.78</u>	<u>\$3.89</u>

- a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.
 - b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.
2. Oversize forty-five gallon or fifty-five gallon cans are billed as two items because of their size.

Section 2: That SMC section 13.02.0504 is amended to read as follows:

13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on a one-yard dumpster multiplied by the number of yards in the dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.
- B. One cubic yard dumpster service: (~~Eighty one dollars eighty seven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$84.24</u>	<u>\$86.69</u>	<u>\$89.20</u>

- C. Two cubic yard dumpster service: (~~One hundred sixty three dollars seventy three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$168.48</u>	<u>\$173.36</u>	<u>\$178.39</u>

- D. Three cubic yard dumpster service: (~~Two hundred forty five dollars sixty cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$252.72</u>	<u>\$260.05</u>	<u>\$267.59</u>

- E. Four cubic yard dumpster service: (~~((Three hundred twenty seven dollars forty seven cents.))~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$336.97</u>	<u>\$346.74</u>	<u>\$356.79</u>

- F. Six cubic yard dumpster service: (~~((Four hundred ninety one dollars twenty cents.))~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$505.44</u>	<u>\$520.10</u>	<u>\$535.19</u>

- G. Dumpster lockbar for front-load dumpsters installation fee: (~~((Eighty two dollar thirty two cents installation fee.))~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$84.71</u>	<u>\$87.16</u>	<u>\$89.69</u>

Section 3: That SMC section 13.02.0506 is amended to read as follows:

13.02.0506 Commercial Service Rates – Rolloffs

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.
- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.
1. The pickup hauling fee for loose solid waste is: (~~((one hundred sixteen dollars sixty five cents for loose solid waste))~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$120.03</u>	<u>\$123.51</u>	<u>\$127.10</u>

and (~~((one hundred thirty eight dollars three cents))~~) the pickup fee for compacted solid waste is:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$142.03</u>	<u>\$146.15</u>	<u>\$150.39</u>

- C. Minimum charge is one haul per month unless the director determines weekly service is necessary because of inclusion of putrescible materials.

Section 4: That SMC section 13.02.0508 is amended to read as follows:

13.02.0508 Commercial Container Service, Placement

- A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.
2. Where customer needs require the container be moved, an additional (~~((twenty-four dollars seventy cents))~~) container placement charge is assessed at the following rates:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours notice.

- B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a (~~((twenty-four dollars seventy cents))~~) "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

- C. If the driver must exit the truck to open an enclosure gate, a fee (~~((of twelve dollars eighty six cents))~~) may be assessed at the following rates:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$13.23</u>	<u>\$13.62</u>	<u>\$14.01</u>

- D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 5: That SMC section 13.02.0510 is amended to read as follows:

13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

- A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on a one-yard compactor multiplied by the number of yards in the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.
- B. One cubic yard compactor service: (~~One hundred fifty eight dollars twenty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$162.80</u>	<u>\$167.52</u>	<u>\$172.38</u>

- C. Two cubic yard compactor service: (~~Three hundred sixteen dollars forty two cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$325.60</u>	<u>\$335.04</u>	<u>\$344.75</u>

- D. Three cubic yard compactor service: (~~Four hundred seventy four dollars sixty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$488.39</u>	<u>\$502.56</u>	<u>\$517.13</u>

- E. Four cubic yard compactor service: (~~Six hundred thirty two dollars eighty four cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$651.19</u>	<u>\$670.08</u>	<u>\$689.51</u>

- F. Five cubic yard compactor service: (~~Seven hundred ninety one dollars four cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$813.98</u>	<u>\$837.59</u>	<u>\$861.88</u>

- G. Six cubic yard compactor service: (~~Nine hundred forty nine dollars twenty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$976.78</u>	<u>\$1,005.10</u>	<u>\$1,034.25</u>

- H. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.

1. A (~~twenty four dollars seventy cents~~) fee is assessed if any part of the container preparation is done by City personnel at the following rate:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

- I. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department's discretion.

- J. Special compactor services requiring extra loading time:

1. (~~Eight dollars twenty three cents~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$8.47</u>	<u>\$8.71</u>	<u>\$8.97</u>

per estimated ten-minute interval.

2. Minimum charge: (~~Eight dollars twenty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$8.47</u>	<u>\$8.71</u>	<u>\$8.97</u>

Section 6: That SMC section 13.02.0512 is amended to read as follows:

13.02.0512 Return Trip Charges

- A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:

1. have container properly prepared for pickup,
2. have container at the required container pickup location,
3. have container at the required location at the required time, or
4. remove obstacles to department vehicle access

A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer's special handling needs, as determined by the City.

- B. The charges are:

1. Automated solid waste cart service or recycling cart (per stop): (~~Twelve dollars per stop.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$12.35</u>	<u>\$12.71</u>	<u>\$13.07</u>

2. Commercial container dumpster/recycling dumpster service (per stop): (~~Twenty four dollars seventy cents per stop.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

3. Commercial container rolloff service (per stop): (~~Twenty four dollars seventy per stop.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

4. Move cart for access: ~~((Six dollars twelve cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6.30</u>	<u>\$6.48</u>	<u>\$6.67</u>

- C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

Section 7: That SMC section 13.02.0514 is amended to read as follows:

13.02.0514 Additional Charges for Commercial Containers

- A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.

1. ~~((Twenty seven dollars one cent.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$27.79</u>	<u>\$28.60</u>	<u>\$29.43</u>

- B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris): ~~((Twenty-four dollars seventy cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

per fifteen-minute increment, with a minimum charge of ~~((twenty-four dollars seventy cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

- C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed. The minimum charge is ~~((twenty-four dollars seventy cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
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<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>
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per fifteen-minute increment or part thereof, with a minimum charge of ~~((twenty-four dollars seventy cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

Section 8: That SMC section 13.02.0516 is amended to read as follows:

13.02.0516 Container Replacement Charges

The first container supplied to a premises is furnished free of charge. The customer is responsible to replace lost, damaged, or missing containers, however, and replacement costs are:

A. Automated Carts (for general solid waste).

1. Thirty-two gallon automated cart: ~~((Thirty one dollars seventy seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$32.69</u>	<u>\$33.64</u>	<u>\$34.61</u>

2. Sixty-eight gallon automated cart: ~~((Forty two dollars sixty two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$43.86</u>	<u>\$45.13</u>	<u>\$46.44</u>

3. Ninety-five gallon automated cart: ~~((Forty nine dollars one cent.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$50.43</u>	<u>\$51.89</u>	<u>\$53.40</u>

B. Dumpster/Container Replacement (front- or rear-load).

1. Front-load.

- a. One-cubic-yard: ~~((Five hundred twenty one dollars eighty six cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$536.99</u>	<u>\$552.57</u>	<u>\$568.59</u>

- b. Two-cubic yard: ((~~Five hundred forty three dollars sixteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$558.91</u>	<u>\$575.12</u>	<u>\$591.80</u>

- c. Three-cubic-yard: ((~~Six hundred seventeen dollars seventy one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$635.62</u>	<u>\$654.06</u>	<u>\$673.02</u>

- d. Four-cubic-yard: ((~~Seven hundred twenty nine dollars fifty four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$750.70</u>	<u>\$772.47</u>	<u>\$794.87</u>

- e. Six-cubic-yard: ((~~Eight hundred eighty nine dollars twenty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$915.08</u>	<u>\$941.62</u>	<u>\$968.92</u>

2. Rear-load.

- a. One-cubic-yard: ((~~Four hundred fifteen dollars thirty six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$427.41</u>	<u>\$439.80</u>	<u>\$452.55</u>

- b. Two-cubic yard: ((~~Four hundred seventy nine dollars twenty six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$493.16</u>	<u>\$507.46</u>	<u>\$522.18</u>

- c. Three-cubic-yard: ((~~Nine hundred sixty nine dollars sixteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$997.27</u>	<u>\$1,026.19</u>	<u>\$1,055.95</u>

- d. Four-cubic-yard: ((~~One thousand two hundred forty dollars seventy five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,276.73</u>	<u>\$1,313.76</u>	<u>\$1,351.86</u>

- e. Six-cubic-yard: ((~~One thousand four hundred sixty four dollars forty cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,506.87</u>	<u>\$1,550.57</u>	<u>\$1,595.53</u>

C. Rolloffs.

1. Twenty-cubic-yard: ((~~Five thousand nine hundred sixteen dollars sixteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6,087.73</u>	<u>\$6,264.27</u>	<u>\$6,445.94</u>

2. Thirty-cubic-yard: ((~~Six thousand four hundred sixteen dollars seventy two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6,602.80</u>	<u>\$6,794.29</u>	<u>\$6,991.32</u>

3. Forty-cubic-yard standard: ((~~Seven thousand seven hundred fifty three dollars thirty one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$7,978.16</u>	<u>\$8,209.52</u>	<u>\$8,447.60</u>

Section 9: That SMC section 13.02.0518 is amended to read as follows:

13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Pressure washing rates are ~~((fifty-two dollars seventy-one cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$54.24</u>	<u>\$55.81</u>	<u>\$57.43</u>

for a front-load container and ~~((seventy-three dollars twenty-six cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$75.38</u>	<u>\$77.57</u>	<u>\$79.82</u>

for a rolloff container. Residential cart cleaning fees are:

1. Thirty-two gallon: ~~((Ten dollars twenty-nine cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$10.59</u>	<u>\$10.90</u>	<u>\$11.21</u>

2. Sixty-four or sixty-eight gallon: ~~((Fifteen dollars forty-four cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.89</u>	<u>\$16.35</u>	<u>\$16.82</u>

3. Ninety-five gallon: ~~((Twenty dollars fifty-eight cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$21.18</u>	<u>\$21.79</u>	<u>\$22.42</u>

B. Refurbishment.

When a customer discontinues service or a container otherwise needs a thorough cleanout because of customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Current charges by the contractor, subject to change, are:

1. Base Price – Rear-load Refuse Container.

- a. One-cubic-yard container: ((~~One hundred fifty dollars twenty three cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$154.59</u>	<u>\$159.07</u>	<u>\$163.68</u>

- b. Two-cubic-yard container: ((~~One hundred fifty nine dollars fifty cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$164.13</u>	<u>\$168.89</u>	<u>\$173.78</u>

- c. Three-cubic-yard container: ((~~One hundred ninety seven dollars fifty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$203.30</u>	<u>\$209.20</u>	<u>\$215.26</u>

- d. Four-cubic-yard container: ((~~Two hundred five dollars eighty cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$211.77</u>	<u>\$217.91</u>	<u>\$224.23</u>

- e. Six-cubic-yard container: ((~~Two hundred twenty five dollars thirty five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$231.89</u>	<u>\$238.61</u>	<u>\$245.53</u>

2. Bottoms – Rear-load Refuse Container.

- a. One-cubic-yard container: ((~~One hundred thirty six dollars eighty six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$140.83</u>	<u>\$144.91</u>	<u>\$149.12</u>

- b. Two-cubic-yard container: ((~~One hundred thirty eight dollars ninety two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$142.95</u>	<u>\$147.09</u>	<u>\$151.36</u>

- c. Three-cubic-yard container: ((~~One hundred fifty two dollars twenty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$156.71</u>	<u>\$161.25</u>	<u>\$165.93</u>

- d. Four-cubic-yard container: ((~~One hundred sixty six dollars seventy cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$171.53</u>	<u>\$176.51</u>	<u>\$181.63</u>

- e. Six-cubic-yard container: ((~~One hundred ninety nine dollars sixty three cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$205.42</u>	<u>\$211.38</u>	<u>\$217.51</u>

3. Lids – Rear-load Refuse Container.

- a. One-cubic-yard container: ((~~Sixty seven dollars ninety one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$69.88</u>	<u>\$71.91</u>	<u>\$73.99</u>

- b. Two-cubic-yard container: ((~~Seventy three dollars six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$75.18</u>	<u>\$77.36</u>	<u>\$79.60</u>

- c. Three-cubic-yard container: ((~~One hundred twenty three dollars forty eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$127.06</u>	<u>\$130.75</u>	<u>\$134.54</u>

- d. Four-cubic-yard container: (~~One hundred forty six dollars twelve cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$150.36</u>	<u>\$154.72</u>	<u>\$159.20</u>

- e. Six-cubic-yard container: (~~One hundred sixty one dollars fifty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$166.23</u>	<u>\$171.06</u>	<u>\$176.02</u>

- f. Swing lids for three-, four-, and six-cubic-yard: (~~One hundred thirty eight dollars ninety two cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$142.95</u>	<u>\$147.09</u>	<u>\$151.36</u>

4. Casters – Rear-load Refuse Container.

- a. One-, two-, three-, four-, and six-cubic-yard: (~~Eleven dollars thirty two cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$11.65</u>	<u>\$11.99</u>	<u>\$12.33</u>

5. Base Price – Front-load Refuse Container.

- a. One-cubic-yard container: (~~One hundred fifty five dollars thirty eight cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$159.89</u>	<u>\$164.52</u>	<u>\$169.29</u>

- b. Two-cubic-yard container: (~~One hundred seventy four dollars ninety three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$180.00</u>	<u>\$185.22</u>	<u>\$190.59</u>

- c. Three-cubic-yard container: ((~~One hundred eighty six dollars twenty five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$191.65</u>	<u>\$197.21</u>	<u>\$202.93</u>

- d. Four-cubic-yard container: ((~~One hundred ninety seven dollars fifty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$203.30</u>	<u>\$209.20</u>	<u>\$215.26</u>

- e. Six-cubic-yard container: ((~~Two hundred thirty two dollars fifty five.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$239.29</u>	<u>\$246.23</u>	<u>\$253.37</u>

6. Bottoms – Front-load Refuse Container.

- a. One-cubic-yard container: ((~~One hundred thirteen dollars nineteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$116.47</u>	<u>\$119.85</u>	<u>\$123.33</u>

- b. Two-cubic-yard container: ((~~One hundred twenty five dollars fifty four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$129.18</u>	<u>\$132.93</u>	<u>\$136.78</u>

- c. Three-cubic-yard container: ((~~One hundred sixty three dollars sixty one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$168.35</u>	<u>\$173.24</u>	<u>\$178.26</u>

- d. Four-cubic-yard container: ((~~One hundred eighty dollars eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$185.30</u>	<u>\$190.68</u>	<u>\$196.21</u>

- e. Six-cubic-yard container: ((~~Two hundred ten dollars ninety five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$217.07</u>	<u>\$223.36</u>	<u>\$229.84</u>

7. Lids – Front-load Refuse Container.

- a. One-cubic-yard container: ((~~Seventy six dollars fifteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$78.36</u>	<u>\$80.63</u>	<u>\$82.97</u>

- b. Two-cubic-yard container: ((~~Eighty one dollars twenty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$83.65</u>	<u>\$86.07</u>	<u>\$88.57</u>

- c. Three-cubic-yard container: ((~~Eighty one dollars twenty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$83.65</u>	<u>\$86.07</u>	<u>\$88.57</u>

- d. Four-cubic-yard container: ((~~Eighty seven dollars forty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$90.01</u>	<u>\$92.62</u>	<u>\$95.30</u>

- e. Six-cubic-yard container: ((~~Eighty seven dollars forty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$90.01</u>	<u>\$92.62</u>	<u>\$95.30</u>

- f. Pocket covers for one-, two-, three-, four-, and six-cubic-yard:
~~((Fifty six dollars sixty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$58.24</u>	<u>\$59.93</u>	<u>\$61.67</u>

8. Base Price - Rolloff Containers.

- a. Twenty-cubic-yard container: ~~((One thousand four hundred ninety seven dollars twenty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,540.62</u>	<u>\$1,585.30</u>	<u>\$1,631.27</u>

- b. Thirty-cubic-yard container: ~~((One thousand six hundred forty one dollars twenty six cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,688.86</u>	<u>\$1,737.83</u>	<u>\$1,788.23</u>

- c. Forty-cubic-yard container: ~~((One thousand nine hundred thirty four dollars fifty two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,990.62</u>	<u>\$2,048.35</u>	<u>\$2,107.75</u>

- d. Screened dome lid for twenty- and thirty-cubic yard: ~~((One thousand three hundred seventy three dollars seventy two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,413.56</u>	<u>\$1,454.55</u>	<u>\$1,496.73</u>

- e. Solid dome lid for twenty-, thirty-, and forty-cubic yard: ~~((One thousand five hundred ninety four dollars ninety five cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,641.20</u>	<u>\$1,688.80</u>	<u>\$1,737.77</u>

- C. Container hauling for refurbishment facility (round trip): ~~((One hundred sixteen dollars sixty five cents round trip.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$120.03</u>	<u>\$123.51</u>	<u>\$127.10</u>

Section 10: That SMC section 13.02.0520 is amended to read as follows:

13.02.0520 Temporary Account

- A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.
1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time, any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.
- B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.
- C. Rates for temporary service shall include a delivery charge of ~~((twenty-four dollars seventy cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

plus:

1. dumpster service (three- to six-cubic-yard containers):
- a. Flat daily charge (rental fee): ~~((One dollar ninety seven cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.03</u>	<u>\$2.09</u>	<u>\$2.15</u>

plus appropriate disposal fee based on size of container.

2. rolloff service (twenty- or thirty-cubic-yard containers):
- a. Flat daily charge: ~~((Three dollars ninety three cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$4.04</u>	<u>\$4.16</u>	<u>\$4.28</u>

- b. Load haul fee (per load): (~~One hundred sixteen dollars sixty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$120.03</u>	<u>\$123.51</u>	<u>\$127.10</u>

- c. Weight fee: As provided in SMC 13.02.0560.

- D. Rental fee does not include eight and seven-tenths percent Washington State sales tax.

Section 11: That SMC section 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker Trucks

- A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.
2. Regular garbage collection vehicles are also called “packer” trucks because they operate with a compaction facility that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called “nonpacker” trucks.
3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.
4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See SMC 13.02.0506)

- B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

1. Nonpacker, single-axle, truck, and driver: (~~Twenty two dollars eleven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$22.75</u>	<u>\$23.41</u>	<u>\$24.09</u>

- a. Each extra person: (~~Eighteen dollars forty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$18.94</u>	<u>\$19.49</u>	<u>\$20.06</u>

2. Tandem-axle truck, driver, and loader: ~~((Thirty dollars seventy two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$31.61</u>	<u>\$32.53</u>	<u>\$33.47</u>

- C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in SMC 13.02.0560, except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

- D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 12: That SMC section 13.02.0530 is amended to read as follows:

13.02.0530 Small Animal Remains

The charge for picking up animal remains (up to twenty pounds) is ~~((forty four dollars fourteen cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$45.42</u>	<u>\$46.74</u>	<u>\$48.09</u>

A ~~((six dollar eighty cent))~~ billing fee is added for preparation of a bill. The fee is:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$7.00</u>	<u>\$7.20</u>	<u>\$7.41</u>

Section 13: That SMC section 13.02.0552 is amended to read as follows:

13.02.0552 Recycling Rates- Nonresidential – Residential Premises with Multi-unit Dwellings Premises - Additional

A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))

B. Collection of single-stream recyclables is available weekly at the following monthly rates:

1. Thirty-two, sixty-four, and ninety-five gallon cart service: (~~Thirteen dollars eighty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$14.21</u>	<u>\$14.62</u>	<u>\$15.05</u>

2. One-yard dumpster: (~~Twenty-eight dollars eighty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$29.65</u>	<u>\$30.51</u>	<u>\$31.39</u>

3. Two-yard dumpster: (~~Forty-four dollars twenty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$45.49</u>	<u>\$46.81</u>	<u>\$48.17</u>

4. Three-yard dumpster: (~~Sixty-six dollars thirty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$68.23</u>	<u>\$70.21</u>	<u>\$72.25</u>

5. Four-yard dumpster: (~~Eighty-eight dollars forty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$90.97</u>	<u>\$93.61</u>	<u>\$96.33</u>

6. Six-yard dumpster: (~~One hundred thirty two dollars sixty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$136.48</u>	<u>\$140.43</u>	<u>\$144.51</u>

C. Loose Yardage

1. One yard of material: ~~((Thirty nine dollars ten cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$40.23</u>	<u>\$41.40</u>	<u>\$42.60</u>

2. Two yards of material: ~~((Fifty four dollars fifty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$56.08</u>	<u>\$57.71</u>	<u>\$59.38</u>

3. Three yards of material: ~~((Seventy six dollars sixty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$78.82</u>	<u>\$81.11</u>	<u>\$83.46</u>

4. Four yards of material: ~~((Ninety eight dollars seventy cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$101.56</u>	<u>\$104.51</u>	<u>\$107.54</u>

5. Six yards of material: ~~((One hundred forty two dollars ninety two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$147.06</u>	<u>\$151.33</u>	<u>\$155.72</u>

- D. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty-eight gallon refuse rate for each fifty feet for items not within six feet of pickup location).

- E. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

1. Single-axle truck and driver: ~~((Twenty one dollars thirty seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$21.99</u>	<u>\$22.63</u>	<u>\$23.28</u>

2. Tandem-axle truck and driver: (~~Twenty nine dollars seventy cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.56</u>	<u>\$31.45</u>	<u>\$32.36</u>

The department also retains any proceeds from sale of recyclables.

- F. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable.
- G. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 14: That SMC section 13.02.0554 is amended to read as follows:

13.02.0554 Clean Green Yard Waste Collection

- A. Any customer may apply to the department for collection of "clean green" yard waste. Participation is voluntary.
1. To be accepted as "clean green" yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products are acceptable.
 2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
 3. Material may be bundled next to the container not to exceed six feet in length.
 4. Total gross cart weight may not exceed two hundred fifty pounds.
- B. In addition to subsection (A) of this section, customers are cautioned that "clean green" yard material may not contain any of the following:
1. Sod (beyond small amounts).
 2. Rocks.
 3. Dirt.
 4. Gravel.
 5. Concrete.
 6. Glass.
 7. Metal.

8. Plastic.
9. [Reserved].
10. Animal feces.
11. Paint residue.
12. Christmas or holiday decorations.
13. Non-compostable paper products.
14. Flocking.
15. Dimensional lumber.
16. Stumps/roots.

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety-five gallon automated style container, as set in SMC 13.02.0502.

C. The collection day for clean green yard waste shall be on a weekly basis, on the same day as the customer's regular solid waste collection. Service is provided only in ninety-five gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

1. March through November: (~~Fourteen dollars fifty seven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$14.99</u>	<u>\$15.43</u>	<u>\$15.87</u>

2. December through February: No charge.

3. Extra dump: (~~Three dollars sixty four cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.75</u>	<u>\$3.85</u>	<u>\$3.97</u>

4. Yard waste cart packout charged at same rate as refuse (one half of standard sixty-eight gallon refuse rate for each fifty feet for items not within the six feet of pickup location).

E. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is (~~twenty four dollars seventy cents.~~) the same amount as the container pickup fee as listed below.

1. The container pickup fee is ~~((twenty-four dollars seventy cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.42</u>	<u>\$26.15</u>	<u>\$26.91</u>

if requested within twelve months of the initial delivery.

2. The customer is responsible for the cost of cart replacement in case of loss or damage.

Section 15: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

- A. For solid waste delivered to the waste-to-energy plant, the charge shall be ~~((ninety-eight dollars))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$102.39</u>	<u>\$105.36</u>	<u>\$108.41</u>

per ton, with a minimum charge of ~~((fifteen dollars))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.67</u>	<u>\$16.12</u>	<u>\$16.59</u>

per vehicle.

- B. For solid waste delivered to the northside landfill, the charge shall be (per ton): ~~((ninety-eight dollars per ton,))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$102.39</u>	<u>\$105.36</u>	<u>\$108.41</u>

with a minimum charge ~~((of fifteen dollars))~~ per vehicle of:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.67</u>	<u>\$16.12</u>	<u>\$16.59</u>

- ~~((C. For solid waste delivered to a transfer station, the charge shall be one hundred three dollars per ton, with a minimum charge of fifteen dollars per vehicle.))~~

~~((D.))~~ C. For solid waste delivered to ~~((any of the above facilities))~~ the Waste to Energy Facility, which the director determines requires special handling, the charge shall be ~~((one hundred sixty five dollars per ton,))~~ (per ton):

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$172.40</u>	<u>\$177.40</u>	<u>\$182.54</u>

with a minimum charge ~~((of twenty dollars))~~ per vehicle of:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$20.89</u>	<u>\$21.50</u>	<u>\$22.12</u>

C. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable tonnage charge shall be reduced by thirty-five percent, with a minimum charge ~~((of fifteen dollars per vehicle,))~~ per vehicle:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.67</u>	<u>\$16.12</u>	<u>\$16.59</u>

1. The generator shall identify itself as a section 501(c)(3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
 2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.
- D. The above rates are effective from May 1, 2013 through December 31, 2013. Effective January 1, 2014 and each year thereafter, the above rates and minimum charges will each be adjusted to reflect increases in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, all items, not seasonally adjusted, as published by the bureau of labor statistics, United States department of labor (hereafter the Index). In the event the Index stays the same or decreases, no rate adjustment will be made. The period for computing the change will be the first half of the just completed year, compared to the first half of 2012 (Base Index). The value of the Index for the first half of 2012, the Base Index, was 228.850.

Example calculation of rate for year *n*:

Assume Index for first half of year <i>n-1</i>	236.000
Divided by Base Index	228.850
Equals	1.03124

This means that the base price will be increased by 3.124 percent.

Base Price	\$((98.00))
Multiplied by	1.03124
Equals adjusted price	\$((101.06))

Section 16: That SMC section 13.02.0562 is amended to read as follows:

13.02.0562 Compost

- A. Compost Consisting of Clean Green Yard Waste, Self-hauled.
The charge for clean green yard waste, delivered to a transfer station or the waste-to-energy facility, is:

~~((2012))~~ 2015: ((forty one dollars)) forty eight dollars thirtysix cents (\$48.36) per ton, ((prorated at forty one cents per twenty pound scale increment,)) with a minimum charge of five dollars fifteen cents (\$5.15) for the first two hundred ~~((forty))~~ twenty pounds or less;

~~((2013))~~ 2016: ((forty four dollars)) forty nine dollars seventysix cents (\$49.76) per ton, ((prorated at forty four cents per twenty pound scale increment,)) with a minimum charge of five dollars thirty cents (\$5.30) for the first two hundred twenty pounds or less;

~~((2014))~~ 2017: ((forty seven dollars)) fifty one dollars twenty one cents (\$51.21) per ton, ((prorated at forty seven cents per twenty pound scale increment,)) with a minimum charge of five dollars forty five cents (\$5.45) for the first two hundred twenty pounds or less.

- B. For additional accepted clean green yard waste:

~~((2012: forty one dollars per ton))~~ 2015: forty eight dollars thirty six cents (\$48.36) per ton;

~~((2013: forty four dollars per ton))~~ 2016: forty nine dollars seventy six cents

(\$49.76) per ton;

((2014: ~~forty seven dollars per ton~~) 2017: fifty one dollars twenty one cents (\$51.21) per ton;

prorated by weight thereafter.

C. Sources Outside Spokane County.

1. Notwithstanding subsections (A) or (B) of this section, the charge for clean green yard waste, delivered to a transfer station or the waste-to-energy facility, originating from sources outside Spokane County, is ~~((fifty dollars))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$51.45</u>	<u>\$52.94</u>	<u>\$54.48</u>

per ton, ~~((prorated at fifty cents for twenty-pound scale increment,))~~ with a minimum charge of ~~((five dollars))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$5.15</u>	<u>\$5.30</u>	<u>\$5.45</u>

for the first two hundred pounds or less.

2. Service is subject to change at any time.
 3. The regional system accepts no obligation to provide recycling or disposal service of any kind for any materials from sources outside Spokane County.
- D. This program is subject to change without notice and the management of the regional system may issue orders modifying, restricting, or canceling this program in accord with changing policy or market conditions.
- E. This rate does not apply to dirt, debris, or other materials from large-scale landscaping, land clearing, or similar projects.

Section 17: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

- A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.

1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at ~~((twenty-four dollars eighty cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.52</u>	<u>\$26.26</u>	<u>\$27.02</u>

per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.
- B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.
1. The special service fee shall be in addition to the assessed tipping fee based on weight.
- C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.
1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.
 2. In addition, the customer may be required to pay a fifty-dollar lost card fee.

Section 18: Effective Date.

This ordinance shall take effect and be in force on January 1, 2015.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

ORD C35181

Renews #Submitting Dept

UTILITIES

Contact Name/Phone

RICK ROMERO 625-6361

Contact E-Mail

RROMERO@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4300 - WASTEWATER RATES ORDINANCE

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance relating to wastewater rates; amending SMC sections 08.02.071, 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022, and

Summary (Background)

The ordinance reflects an inflationary increase of 2.9% to wastewater rates for commercial and residential for 2015, 2016, and 2017. This three year rate proposal will provide affordability and predictability for citizens.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

ApprovalsDept Head

ROMERO, RICK

Division Director

ROMERO, RICK

Finance

LESESNE, MICHELE

Legal

SCHOEDEL, ELIZABETH

For the Mayor

SANDERS, THERESA

Council NotificationsStudy SessionOther

PWC 10/27/14

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

13.03.1208; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. ORD C35181

AN ORDINANCE relating to the rates of public utilities and services, amending SMC sections 08.02.071, 13.03.1004, 13.03.1006, 13.03.1008, 13.03.1010, 13.03.1012, 13.03.1014, 13.03.1016, 13.03.1018, 13.03.1020, 13.03.1022, and 13.03.1208; to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain

Section 1: That SMC section 08.02.071 is amended to read as follows:

Section 08.02.071 Sewer Rates and Fees

- A. Fees, charges and rates for use of the City's sewerage and wastewater treatment system and other services are as authorized from time to time by resolution. Such resolution is published in the *Official Gazette*.
- B. The fee for the five-year wastewater discharge permit required by SMC ((13.03.0428)) 13.03A.0300 is ((two hundred fifty dollars)) is provided for in SMC 13.03A.1401.
- C. Special connection charges are provided for in SMC 13.03.0712 and SMC 13.03.0802 and in chapter 13.08 SMC.

Section 2: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 Basic Domestic Service Charge – Monthly Amount

The City's basic monthly service charge is reflected in this section.

- A. Basic Domestic Service Charge.
((Twenty dollars ninety cents.))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$21.51</u>	<u>\$22.13</u>	<u>\$22.77</u>

- B. ((Cost Per Apartment.
Twenty dollars thirty one cents.))

((G)). Cost Per RV Dump Connection.
((~~Five dollars nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$5.24</u>	<u>\$5.39</u>	<u>\$5.55</u>

Section 3: That SMC section 13.03.1006 is amended to read as follows:

13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount

This section lists the City's monthly user charge for treatment of standard strength wastewater.

A. User Charge for Treatment of Standard Strength Wastewater (per M gallons).
((~~One thousand four hundred ninety three dollars and nine cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,536.39</u>	<u>\$1,580.94</u>	<u>\$1,626.79</u>

OR ((~~two dollars~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.06</u>	<u>\$2.12</u>	<u>\$2.18</u>

per cubic foot.

Section 4: That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges inside the City.

A. Domestic User Charge (single-family residence or equivalent residential unit).

1. Domestic Charge.
(~~Twenty seven dollars twenty seven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$28.06</u>	<u>\$28.87</u>	<u>\$29.71</u>

2. General Stormwater Charge.
(~~Three dollars eighty four cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.95</u>	<u>\$4.07</u>	<u>\$4.18</u>

3. Water-Wastewater Integrated Capital (per single family residence or equivalent residential unit).

a. This rate shall be separately itemized on the utility bill.

b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

4. Cost for Additional Apartments.
(~~Twenty six dollars fifty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$27.32</u>	<u>\$26.87</u>	<u>\$27.71</u>

5. General Stormwater Charge for Four Units or Less.
(~~Three dollars twenty nine cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3.39</u>	<u>\$3.48</u>	<u>\$3.58</u>

6. General Stormwater Charge for Over Four Units.
(~~Two dollars sixty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.71</u>	<u>\$2.78</u>	<u>\$2.87</u>

B. Commercial User Charge.

1. Commercial User Charge.

a. ~~((One thousand nine hundred twenty four dollars ninety nine cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,980.81</u>	<u>\$2,038.26</u>	<u>\$2,097.37</u>

per M gallons; or

b. ~~((One dollar forty four cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.48</u>	<u>\$1.52</u>	<u>\$1.57</u>

per hundred cubic feet.

2. General Stormwater Charge.

a. ~~((Nine hundred twenty six dollars thirty seven cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$953.23</u>	<u>\$980.88</u>	<u>\$1009.32</u>

per impervious acre per year; or

b. ~~((Seventy seven and twenty one one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.79</u>	<u>\$0.82</u>	<u>\$0.84</u>

per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)

3. CSO Stormwater User Surcharge (per acre or equivalent thereof).
~~((Sixty seven dollars eight cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$69.03</u>	<u>\$71.03</u>	<u>\$73.09</u>

4. Water-Wastewater Integrated Capital (per hundred cubic feet).

- a. This rate shall be separately itemized on the utility bill.
- b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

5. Process/Seepage User Charge.

- a. ~~((Five hundred seventy one dollars thirty two cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$587.89</u>	<u>\$604.94</u>	<u>\$622.48</u>

per M gallons; or

- b. ~~((Forty two and seventy three one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.4397</u>	<u>\$0.4524</u>	<u>\$0.4656</u>

per hundred cubic feet.

Section 5: That SMC section 13.03.1010 is amended to read as follows:

13.03.1010 Domestic and Commercial User Charges – Non-City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for non-City customers.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

1. Domestic Charge.
(~~Fifty four dollars fifty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$56.13</u>	<u>\$57.76</u>	<u>\$59.43</u>

2. Water-Wastewater Integrated Capital (per single family residence or equivalent residential unit).

a. This rate shall be separately itemized on the utility bill.

b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

3. Cost for Additional Apartments.
(~~Fifty three dollars ten cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$54.64</u>	<u>\$55.76</u>	<u>\$57.43</u>

B. Non-City Retail Commercial User Charge.

1. Charge.

a. (~~Three thousand eight hundred forty nine dollars ninety seven cents~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3,961.62</u>	<u>\$4,076.51</u>	<u>\$4,194.72</u>

per M gallons; or

b. (~~Two dollars eighty seven and ninety nine one hundredths cents~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.96</u>	<u>\$3.05</u>	<u>\$3.14</u>

per hundred cubic feet.

2. Rate Stabilization (per hundred cubic feet).
 - a. This rate shall be separately itemized on the utility bill.
 - b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1012 is amended to read as follows:

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

1. User Charge (per thousand gallons).
~~((One hundred six dollars thirty seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$109.45</u>	<u>\$112.63</u>	<u>\$115.90</u>

2. Water-Wastewater Integrated Capital (per thousand gallons).
 - a. This rate shall be separately itemized on the utility bill.
 - b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

3. Surcharge on Loads Over Four Thousand Gallons.
~~((Six dollars five cents per thousand gallons.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6.23</u>	<u>\$6.41</u>	<u>\$6.59</u>

Section 7: That SMC section 13.03.1014 is amended to read as follows:

13.03.1014 Service Outside City Utility Service Area – Monthly Amount

This section lists the monthly rate for service outside the City's utility service area.

- A. Outside City Utility Service Area (except by interlocal agreement).

1. Charge.

- a. ~~((Three thousand eight hundred forty nine dollars ninety seven cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$3,961.62</u>	<u>\$4,076.51</u>	<u>\$4,194.72</u>

per M gallons; or

- b. ~~((Two dollars eight seven and ninety nine one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$2.96</u>	<u>\$3.05</u>	<u>\$3.14</u>

per hundred cubic feet.

2. Water-Wastewater Integrated Capital (per hundred cubic feet).

- a. This rate shall be separately itemized on the utility bill.
- b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 8: That SMC section 13.03.1016 is amended to read as follows:

13.03.1016 Non-domestic Process Wastewater User Charge – Monthly Amount

This section lists the monthly rate for non-domestic process wastewater user charges.

A. Non-domestic Process Wastewater User Charge.

1. User Charge (per thousand gallons).
((~~One hundred six dollars thirty seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$109.45</u>	<u>\$112.63</u>	<u>\$115.90</u>

2. Water-Wastewater Integrated Capital (per thousand gallons).
 - a. This rate shall be separately itemized on the utility bill.
 - b. Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.
3. Non-domestic Process Wastewater Disposal Charge (per thousand gallons).

((~~One hundred forty three dollars eighteen cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$147.33</u>	<u>\$151.60</u>	<u>\$156.00</u>

4. Surcharge on Loads Over Four Thousand Gallons.
((~~Six dollars five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6.23</u>	<u>\$6.41</u>	<u>\$6.59</u>

Section 9: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

- A. Landfill Pump and Treat Total.
((~~One thousand seventy dollars twenty cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1,201.24</u>	<u>\$1,133.17</u>	<u>\$1,166.03</u>

per M gallons or ((~~eighty and seven one-hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.82</u>	<u>\$0.85</u>	<u>\$0.87</u>

per hundred cubic feet.

Section 10: That SMC section 13.03.1020 is amended to read as follows:

13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

- A. Cesspool Pump and Miscellaneous Charges.

Gallons	Basic Charge <u>2015</u>	Basic Charge <u>2016</u>	Basic Charge <u>2017</u>
500	((\$217.03)) <u>\$223.32</u>	<u>\$229.80</u>	<u>\$236.46</u>
600	((\$246.26)) <u>\$253.50</u>	<u>\$260.75</u>	<u>\$268.31</u>
700	((\$274.52)) <u>\$282.48</u>	<u>\$290.67</u>	<u>\$299.10</u>
800	((\$303.60)) <u>\$312.40</u>	<u>\$321.46</u>	<u>\$330.79</u>
900	((\$332.62)) <u>\$342.27</u>	<u>\$352.19</u>	<u>\$362.41</u>
1000	((\$361.49))		

	<u>\$371.97</u>	<u>\$382.76</u>	<u>\$393.86</u>
1100	(((\$375.97)) <u>\$386.87</u>	<u>\$398.09</u>	<u>\$409.64</u>
1200	(((\$390.42)) <u>\$401.74</u>	<u>\$413.39</u>	<u>\$425.38</u>
1300	(((\$404.90)) <u>\$416.64</u>	<u>\$428.72</u>	<u>\$441.16</u>
1400	(((\$419.27)) <u>\$431.43</u>	<u>\$443.94</u>	<u>\$456.81</u>
1500	(((\$433.82)) <u>\$446.40</u>	<u>\$459.35</u>	<u>\$472.67</u>

B. Miscellaneous Charges for Laboratory Analysis – Bacteriological Tests.
Fecal Coliform: ~~((Seventy one dollars ninety two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$74.01</u>	<u>\$76.15</u>	<u>\$78.36</u>

C. Chemistry Tests.

	<u>2015</u> <u>Charges</u>	<u>2016</u> <u>Charges</u>	<u>2017</u> <u>Charges</u>
Alkalinity			
Bicarbonate	(((\$27.64)) <u>\$28.44</u>	<u>\$29.27</u>	<u>\$30.12</u>
Carbonate	(((\$21.16)) <u>\$21.77</u>	<u>\$22.41</u>	<u>\$23.05</u>
Total	(((\$48.80)) <u>\$50.22</u>	<u>\$51.67</u>	<u>\$53.17</u>
Biochemical Oxygen Demand	(((\$46.03)) <u>\$47.36</u>	<u>\$48.74</u>	<u>\$50.15</u>
Chloride	(((\$23.59)) <u>\$24.27</u>	<u>\$24.98</u>	<u>\$25.70</u>

Chemical Oxygen Demand	(((\$43.85)) <u>\$45.12</u>	<u>\$46.43</u>	<u>\$47.78</u>
Dissolved Oxygen	(((\$35.30)) <u>\$36.32</u>	<u>\$37.38</u>	<u>\$38.46</u>
Fluoride	(((\$21.14)) <u>\$21.75</u>	<u>\$22.38</u>	<u>\$23.03</u>
Hardness	(((\$20.51)) <u>\$21.10</u>	<u>\$21.72</u>	<u>\$22.35</u>
Nitrogen			
Ammonia	(((\$38.43)) <u>\$39.54</u>	<u>\$40.69</u>	<u>\$41.87</u>
Kjeldahl	(((\$41.05)) <u>\$42.24</u>	<u>\$43.47</u>	<u>\$44.73</u>
TKN (Total Kjeldahl Nitrogen)	(((\$79.28)) <u>\$81.58</u>	<u>\$83.94</u>	<u>\$86.38</u>
Nitrate	(((\$35.30)) <u>\$36.32</u>	<u>\$37.38</u>	<u>\$38.46</u>
Nitrite	(((\$23.33)) <u>\$24.01</u>	<u>\$24.70</u>	<u>25.42</u>
Oil & Grease	(((\$59.93)) <u>\$61.67</u>	<u>\$63.46</u>	<u>\$65.30</u>
pH	(((\$9.81)) <u>\$10.09</u>	<u>\$10.39</u>	<u>\$10.69</u>
Phosphorus			
Inorganic	(((\$32.93)) <u>\$33.88</u>	<u>\$34.87</u>	<u>\$35.88</u>
Orthophosphate	(((\$24.00)) <u>\$24.70</u>	<u>\$25.41</u>	<u>\$26.15</u>
Total	(((\$56.93))		

	<u>\$58.58</u>	<u>\$60.28</u>	<u>\$62.03</u>
Residue			
Settleable Solids	((\$20.53)) <u>\$21.13</u>	<u>\$21.74</u>	<u>\$22.37</u>
Coliform	((\$53.92)) <u>\$55.48</u>	<u>\$57.09</u>	<u>\$58.75</u>
Suspended Solids	((\$20.53)) <u>\$21.13</u>	<u>\$21.74</u>	<u>\$22.37</u>
Total Solids	((\$22.64)) <u>\$23.30</u>	<u>\$23.97</u>	<u>\$24.67</u>
Total Dissolved Solids	((\$22.64)) <u>\$23.30</u>	<u>\$23.97</u>	<u>\$24.67</u>
Volatile Solids	((\$28.08)) <u>\$28.89</u>	<u>\$29.73</u>	<u>\$30.59</u>
Volatile Suspended Solids	((\$28.08)) <u>\$28.89</u>	<u>\$29.73</u>	<u>\$30.59</u>
Specific Oxygen Demand	((\$85.88)) <u>\$88.37</u>	<u>\$90.93</u>	<u>\$93.57</u>
Specific Conductance	((\$11.39)) <u>\$11.72</u>	<u>\$12.06</u>	<u>\$12.41</u>
Sulfates	((\$29.47)) <u>\$30.32</u>	<u>\$31.20</u>	<u>\$32.11</u>
Turbidity	((\$17.06)) <u>\$17.55</u>	<u>\$18.06</u>	<u>\$18.59</u>

D. Elemental Analysis Performed by Atomic Absorption Spectrophotometry.

1. Flame Technique.

- a. Aluminum, calcium, cadmium, chromium, copper, iron, lead, magnesium, manganese, mercury, nickel, potassium, sodium and zinc.

- b. ~~((Twenty seven dollars sixty one cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$28.41</u>	<u>\$29.23</u>	<u>\$30.08</u>

2. Flameless Technique.

- a. Same as elements in subsection (D)(1) of this section.

- b. ~~((Twenty seven dollars sixty one cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$28.41</u>	<u>\$29.23</u>	<u>\$30.08</u>

E. Biosolids Application Program.
~~((Fifteen dollars ninety eight cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$16.44</u>	<u>\$16.92</u>	<u>\$17.41</u>

per cubic yard.

Section 11: That SMC section 13.03.1022 is amended to read as follows:

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

1. Charge.

- a. ~~((Five dollars ninety nine cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$6.16</u>	<u>\$6.34</u>	<u>\$6.53</u>

b. ~~((Five and thirty seven one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.5183</u>	<u>\$0.5333</u>	<u>\$0.5488</u>

per hundred cubic feet.

2. Inspection Fee (start-up, one-time fee).
~~((Eighty five dollars twenty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$87.67</u>	<u>\$90.21</u>	<u>\$92.83</u>

Section 12: That SMC section 13.03.1208 is amended to read as follows:

13.03.1208 Combination Domestic/Commercial

A. ~~((Effective August 1, 2014, unless))~~ Unless the domestic units qualify for another billing category, upon application, consistent with city policy, new redeveloped domestic units located in a commercial, centers and corridor, or downtown zone previously billed commercial, in combination with commercial user facilities, where the account is metered and paid as one account to the utilities billing division, shall be billed at the commercial rate as provided in chapter 13.03 SMC.

Section 13: Effective Date.

This ordinance shall take effect and be in force on January 1, 2015.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	ORD C35182
<u>Renews #</u>	

<u>Submitting Dept</u>	UTILITIES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	RICK ROMERO 625-6361	<u>Project #</u>	
<u>Contact E-Mail</u>	RROMERO@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	INTEGRATED CAPITAL RATES ORDINANCE		

Agenda Wording

An ordinance relating to Water-Wastewater Integrated Capital rates; amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an inflationary increase of 2.9% to Integrated Capital rates for commercial and residential for 2015, 2016, and 2017. This three year rate proposal will provide affordability and predictability for citizens.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ROMERO, RICK	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 10/27/2014
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.	
<u>For the Mayor</u>	SANDERS, THERESA	acmarshall@spokanecity.org	
<u>Additional Approvals</u>		cmarchand@spokanecity.org	
<u>Purchasing</u>		mfeist@spokanecity.org	
		bpatrick@spokanecity.org	

ORDINANCE NO. C35182

AN ORDINANCE relating to the rates of water-wastewater integrated capital rates, amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater Integrated Capital Rates

A. In addition to user charges for providing utility services to customers, all accounts are assessed a water-wastewater integrated capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater integrated capital works.

B. The following rates shall apply to the water-wastewater integrated capital management fund charge:

1. Domestic User – In City rate (per single family residence or equivalent residential unit).

a. ~~((Twenty-five dollars sixty cents))~~.

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$26.34</u>	<u>\$27.11</u>	<u>\$27.89</u>

b. This rate shall be separately itemized on the utility bill.

2. Domestic User – Outside City rate (per single family residence or equivalent residential unit).

a. ~~((Twenty-nine dollars thirty-three cents))~~.

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.18</u>	<u>\$31.06</u>	<u>\$31.96</u>

b. This rate shall be separately itemized on the utility bill.

3. Commercial User – In City rate.

- a. Minimum commercial user charge (includes first forty eight units):
((~~Twenty-five dollars sixty cents~~)).

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$26.34</u>	<u>\$27.11</u>	<u>\$27.89</u>

- b. Water-wastewater consumption charge (over forty eight units):
((~~Fifty-three and sixty-eight one hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.5524</u>	<u>\$0.5684</u>	<u>\$0.5849</u>

(per hundred cubic feet)

- c. This rate shall be separately itemized on the utility bill.

4. Commercial User – Outside City rate.

- a. Minimum commercial user charge (includes first twenty eight units):
((~~Twenty-nine dollars thirty-three cents~~)).

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.18</u>	<u>\$31.06</u>	<u>\$31.96</u>

- b. Water-wastewater consumption charge (over twenty eight units):
((~~One dollar seven and thirty-six hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.1047</u>	<u>\$1.1368</u>	<u>\$1.1697</u>

(per hundred cubic feet).

- c. This rate shall be separately itemized on the utility bill.

5. Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement.

- a. ((~~One dollar seven and thirty-six hundredths cents~~)).

<u>2015</u>	<u>2016</u>	<u>2017</u>
-------------	-------------	-------------

<u>\$1.1047</u>	<u>\$1.1368</u>	<u>\$1.1697</u>
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- b. This rate shall be separately itemized on the utility bill.
- 6. Non-domestic process wastewater integrated capital charge (per thousand gallons).
 - a. ~~((Thirty-six dollars eighty cents))~~.

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$37.87</u>	<u>\$38.97</u>	<u>\$40.10</u>

- b. This rate shall be separately itemized on the utility bill.
- 7. Septage Charge (per thousand gallons).
 - a. ~~((Thirty-six dollars eighty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$37.87</u>	<u>\$38.97</u>	<u>\$40.10</u>

- b. This rate shall be separately itemized on the utility bill.

Section 2: Effective Date.

This ordinance shall take effect and be in force on January 1, 2015.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/17/2014

Date Rec'd

11/5/2014

Clerk's File #

ORD C35183

Renews #Submitting Dept

UTILITIES

Cross Ref #Contact Name/Phone

RICK ROMERO 625-6361

Project #Contact E-Mail

RROMERO@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4100 - WATER RATES AND FEES ORDINANCE

Agenda Wording

An ordinance relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.0608, 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.2022, 13.04.2024, 13.04.2025, 13.04.2026, 13.04.2028, and 13.04.2030 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

The ordinance reflects an inflationary increase of 2.9% to water rates for commercial and residential for 2015, 2016, and 2017. This three year rate proposal will provide affordability and predictability for citizens.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

ROMERO, RICK

Study SessionDivision Director

ROMERO, RICK

Other

PWC 10/27/14

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ORDINANCE NO. C35183

AN ORDINANCE relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.0608, 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.2022, 13.04.2024, 13.04.2025, 13.04.2026, 13.04.2028, and 13.04.2030 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.0608 is amended to read as follows:

13.04.0608 Testing Meters – Expense

- A. Where the accuracy of record of a water meter is questioned, it may be removed at the customer's request and tested in the shops of the water and hydroelectric services department by means of the apparatus there provided or other reasonable means, and a report thereon will be duly made.
- B. It shall be the privilege of the customer to be present at the water and hydroelectric services department shops and witness such test. Both parties to the test must accept the findings so made.
- C. If the test discloses an error against the customer of more than three percent on the meter's registry, the water and hydroelectric services department will bear the entire expense of the test. Where no such error is found, the person who has requested the test shall pay a fee of ~~((one hundred ninety five dollars))~~ two hundred fifty dollars (\$250.00) for such test.
- D. The director may require a reasonable deposit, sufficient to secure the costs of removal and testing, prior to the test to be refunded if an error against the customer is discovered as above provided.
- E. The fees in this section shall be adjusted as provided in SMC 13.04.2030

Section 2: That SMC section 13.04.2002 is amended to read as follows:

13.04.2002 City Residence Rates

- A. Single-family Residence – Basic Charge.
 - 1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

- a. ~~((Fourteen dollars fifty cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$14.92</u>	<u>\$15.35</u>	<u>\$15.80</u>

- b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.

2. For purposes of this chapter, a "single-family residence" or "equivalent residential unit" designation applies to each self-contained, stand-alone living unit with at least one:

- a. kitchen or cooking area room, which must include a sink;
- b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.
- c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

1. Monthly Water Usage / Charge Rate Per Hundred Cubic Feet.

- a. Zero cubic feet to six hundred cubic feet per month: ~~((Twenty seven and sixty nine one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.2849</u>	<u>\$0.2932</u>	<u>\$0.3017</u>

- b. Greater than six hundred cubic feet to one thousand cubic feet per month: ~~((Fifty eight and fifty eight one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.6028</u>	<u>\$0.6203</u>	<u>\$0.6383</u>

- c. Greater than one thousand cubic feet to four thousand five hundred cubic feet per month: ~~((Seventy eight and eighty one one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.8110</u>	<u>\$0.8345</u>	<u>\$0.8587</u>

- d. Greater than four thousand five hundred cubic feet per month:
~~((One dollar one and eighteen one-hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.0411</u>	<u>\$1.0713</u>	<u>\$1.1024</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and;
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

Section 3: That SMC section 113.04.2004 is amended to read as follows:

13.04.2004 City Commercial and Industrial Rates

- A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

- a. One-inch or less: ~~((Nineteen dollars eighty five cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.75</u>

- b. One-and-one-half inch: (~~Twenty nine dollars fifty six cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.81</u>	<u>\$26.56</u>	<u>\$27.33</u>

- c. Two-inch: (~~Forty dollars two cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$36.57</u>	<u>\$37.63</u>	<u>\$38.72</u>

- d. Three-inch: (~~Sixty one dollars forty one cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$58.58</u>	<u>\$60.28</u>	<u>\$62.03</u>

- e. Four-inch: (~~Eighty two dollars eighty nine cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$80.68</u>	<u>\$83.02</u>	<u>\$85.43</u>

- f. Six-inch: (~~One hundred fifteen dollars thirty eight cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$114.12</u>	<u>\$117.43</u>	<u>\$120.84</u>

- g. Eight-inch: (~~Two hundred thirty one dollars seventy two cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$233.83</u>	<u>\$240.61</u>	<u>\$247.59</u>

- h. Ten-inch: (~~Three hundred thirty six dollars thirty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$341.47</u>	<u>\$351.37</u>	<u>\$361.56</u>

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major

fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

- a. Zero cubic feet to six hundred cubic feet per month: ((~~Twenty-eight and seventy two one-hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.2955</u>	<u>\$0.3041</u>	<u>\$0.3129</u>

for all use.

- b. Greater than six hundred cubic feet up to one thousand cubic feet per month: ((~~Fifty nine and sixty one one-hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.6134</u>	<u>\$0.6312</u>	<u>\$0.6495</u>

for all use zero cubic feet to one thousand cubic feet.

- c. Greater than one thousand cubic feet per month: ((~~Eighty-six and twenty three one-hundredths cents~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.8873</u>	<u>\$0.9130</u>	<u>\$0.9395</u>

for all use zero cubic feet to the amount used.

Section 4: That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the PUD basic charge will include seventy units of service. Consumption beyond seventy units of service will be assessed a per unit rate of: ~~((six and thirty nine hundredths cents per unit))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.0658</u>	<u>\$0.0677</u>	<u>\$0.0696</u>

C. Size of Service / Meter Charge Per Month.

1. One-inch or less: ~~((Fifteen dollars thirty seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.75</u>

2. One-and-one-half inch: ~~((Twenty five dollars eight cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.81</u>	<u>\$26.56</u>	<u>\$27.33</u>

3. Two-inch: ~~((Thirty five dollars fifty four cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$36.57</u>	<u>\$37.63</u>	<u>\$38.72</u>

4. Three-inch: ~~((Fifty six dollars ninety three cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$58.58</u>	<u>\$60.28</u>	<u>\$62.03</u>

5. Four-inch: ~~((Seventy eight dollars forty one cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$80.68</u>	<u>\$83.02</u>	<u>\$85.43</u>

6. Six-inch: ~~((One hundred ten dollars ninety cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$114.12</u>	<u>\$117.43</u>	<u>\$120.84</u>

7. Eight-inch: (~~Two hundred twenty seven dollars twenty four cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$233.83</u>	<u>\$240.61</u>	<u>\$247.59</u>

8. Ten-inch: (~~Three hundred thirty one dollars eighty five cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$341.47</u>	<u>\$351.37</u>	<u>\$361.56</u>

D. Water-Wastewater Integrated Capital.

Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.04.2008 is amended to read as follows:

13.04.2008 Construction Rates

- A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates, until the meter is set.

1. Worksite will be inspected at least every ninety days to determine meter status.
2. The meter installation will be made at the earliest possible date.
3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

1. One-inch or less: (~~Fifteen dollars thirty seven cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.75</u>

2. One-and-one-half inch: (~~Twenty five dollars eight cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
-------------	-------------	-------------

<u>\$25.81</u>	<u>\$26.56</u>	<u>\$27.33</u>
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3. Two-inch: ((~~Thirty five dollars fifty four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$36.57</u>	<u>\$37.63</u>	<u>\$38.72</u>

4. Three-inch: ((~~Fifty six dollars ninety three cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$58.58</u>	<u>\$60.28</u>	<u>\$62.03</u>

5. Four-inch: ((~~Seventy eight dollars forty one cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$80.68</u>	<u>\$83.02</u>	<u>\$85.43</u>

6. Six-inch: ((~~One hundred ten dollars ninety cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$114.12</u>	<u>\$117.43</u>	<u>\$120.84</u>

7. Eight-inch: ((~~Two hundred twenty seven dollars twenty four cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$233.83</u>	<u>\$240.61</u>	<u>\$247.59</u>

8. Ten-inch: ((~~Three hundred thirty one dollars eighty five cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$341.47</u>	<u>\$351.37</u>	<u>\$361.56</u>

Section 6: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

- A. For inside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge Per Month.

- a. Three-inch or smaller: (~~Sixteen dollars twenty eight cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$16.75</u>	<u>\$17.24</u>	<u>\$17.74</u>

- b. Four-inch: (~~Twenty two dollars ninety six cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$23.63</u>	<u>\$24.32</u>	<u>\$25.03</u>

- c. Six-inch: (~~Thirty one dollars ninety three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$32.86</u>	<u>\$33.81</u>	<u>\$34.79</u>

- d. Eight-inch: (~~Thirty eight dollars sixty three cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$39.75</u>	<u>\$40.90</u>	<u>\$42.09</u>

- e. Ten-inch: (~~Forty six dollars twenty cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$47.54</u>	<u>\$48.92</u>	<u>\$50.34</u>

- B. For outside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private

fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

a. Three-inch or smaller: ~~((Twenty four dollars forty two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$25.13</u>	<u>\$25.86</u>	<u>\$26.61</u>

b. Four-inch: ~~((Thirty four dollars forty four cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$35.45</u>	<u>\$36.48</u>	<u>\$37.54</u>

c. Six-inch: ~~((Forty seven dollars ninety cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$49.29</u>	<u>\$50.72</u>	<u>\$52.19</u>

d. Eight-inch: ~~((Fifty seven dollars ninety four cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$59.63</u>	<u>\$61.35</u>	<u>\$63.13</u>

e. Ten-inch: ~~((Sixty nine dollars thirty cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$71.31</u>	<u>\$73.38</u>	<u>\$75.51</u>

Section 7: That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be: ~~((Twenty one dollars seventy six cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$22.38</u>	<u>\$23.03</u>	<u>\$23.70</u>

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

- a. Zero cubic feet to six hundred cubic feet per month: ~~((Forty one and fifty four one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.4274</u>	<u>\$0.4398</u>	<u>\$0.4525</u>

- b. Greater than six hundred cubic feet up to one thousand cubic feet per month: ~~((Eighty seven and eighty nine one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.9042</u>	<u>\$0.9304</u>	<u>\$0.9574</u>

- c. Greater than one thousand cubic feet to four thousand five hundred cubic feet per month: ~~((One dollar eighteen and twenty two one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.2164</u>	<u>\$1.2517</u>	<u>\$1.2880</u>

- d. Greater than four thousand five hundred cubic feet per month: ~~((One dollar fifty one and seventy nine one hundredths cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.5617</u>	<u>\$1.6070</u>	<u>\$1.6536</u>

- C. No vacancy allowance will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

Section 8: That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

The charge to other purveyors for water use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement: (~~One dollar seven and fifty seven one hundredths cents.~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.1069</u>	<u>\$1.1390</u>	<u>\$1.1720</u>

Section 9: That SMC section 13.04.2015 is amended to read as follows:

13.04.2015 Outside City Planned Unit Developments (PUD)

- A. Basic Charge.
In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section.

Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will include seventy units of service. Consumption beyond seventy units of service will be assessed a rate of ~~((nine and fifty nine one hundredths cents))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.987</u>	<u>\$0.1015</u>	<u>\$0.1045</u>

per one hundred cubic feet used per month.

C. Size of Service / Meter Charge Per Month.

1. One-inch or less: ~~((Twenty nine dollars seventy seven cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.65</u>	<u>\$31.53</u>	<u>\$32.44</u>

2. One-and-one-half inch: ~~((Forty four dollars thirty three cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$45.63</u>	<u>\$46.95</u>	<u>\$48.31</u>

3. Two-inch: ~~((Sixty dollars two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$61.77</u>	<u>\$63.56</u>	<u>\$65.40</u>

4. Three-inch: ~~((Ninety two dollars twelve cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$94.79</u>	<u>\$97.53</u>	<u>\$100.36</u>

5. Four-inch: ~~((One hundred twenty four dollars thirty two cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$127.94</u>	<u>\$131.64</u>	<u>\$135.46</u>

6. Six-inch: ~~((One hundred seventy three dollars six cents.))~~

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$178.10</u>	<u>\$183.26</u>	<u>\$188.57</u>

7. Eight-inch: ((~~Three hundred forty seven dollars fifty eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$357.66</u>	<u>\$368.03</u>	<u>\$378.80</u>

8. Ten-inch: ((~~Five hundred four dollars forty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$519.12</u>	<u>\$534.18</u>	<u>\$549.67</u>

- D. Water-Wastewater Integrated Capital.
Rates for water-wastewater integrated capital are established and provided for in SMC 13.035.500.

Section 10: That SMC section 13.04.2016 is amended to read as follows:

13.04.2016 Outside City Commercial and Industrial Rates

- A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.
- B. Size of Service / Service Charge Per Month.

1. One-inch or less: ((~~Twenty nine dollars seventy seven cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.65</u>	<u>\$31.53</u>	<u>\$32.44</u>

2. One-and-one-half-inch: ((~~Forty four dollars thirty three cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$45.63</u>	<u>\$46.95</u>	<u>\$48.31</u>

3. Two-inch: ((~~Sixty dollars two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
-------------	-------------	-------------

<u>\$61.77</u>	<u>\$63.56</u>	<u>\$65.40</u>
----------------	----------------	----------------

4. Three-inch: ((~~Ninety two dollars twelve cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$94.79</u>	<u>\$97.53</u>	<u>\$100.36</u>

5. Four-inch: ((~~One hundred twenty four dollars thirty two cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$127.94</u>	<u>\$131.64</u>	<u>\$135.46</u>

6. Six-inch: ((~~One hundred seventy three dollars six cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$178.10</u>	<u>\$183.26</u>	<u>\$188.57</u>

7. Eight-inch: ((~~Three hundred forty seven dollars fifty eight cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$357.66</u>	<u>\$368.03</u>	<u>\$378.70</u>

8. Ten-inch: ((~~Five hundred four dollars forty nine cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$519.12</u>	<u>\$534.18</u>	<u>\$549.67</u>

- C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

- a. Zero cubic feet to six hundred cubic feet per month: ((~~Forty three and eight one hundredths cents.~~))

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.4433</u>	<u>\$0.4562</u>	<u>\$0.4694</u>

for all use.

- b. Greater than six hundred cubic feet up to one thousand cubic feet per month: (~~Eighty nine and forty three one hundredths cents~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$0.9201</u>	<u>\$0.9468</u>	<u>\$0.9743</u>

for all use zero cubic feet to one thousand cubic feet.

- c. Greater than one thousand cubic feet per month: (~~One dollar twenty nine and thirty six one hundredths cents~~)

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$1.3310</u>	<u>\$1.3695</u>	<u>\$1.4092</u>

for all use zero cubic feet to the amount used.

Section 11: That SMC section 13.04.2022 is amended to read as follows:

13.04.2022 Turning Water On or Off – Other Charges

- A. The fee for valve replacement service for customer-owned meter valves two inches or less is (~~one hundred twenty three dollars forty eight cents~~) one hundred fifty-five dollars (\$155.00).
- B. The fees for frozen meter replacement are as follows:
1. Size of Service / Frozen Meter Replacement Charge.
 - a. Five-eighths inch: (~~Two hundred sixteen dollars nine cents~~) Two hundred forty dollars (\$240.00).
 - b. Three-quarter inch: (~~Two hundred seventy two dollars sixty nine cents~~) Two hundred ninety-five dollars (\$295.00).
 - c. One-inch: (~~Three hundred thirty nine dollars fifty seven cents~~) Three hundred fifty-five dollars (\$355.00).
 - d. One-and-one-half inch: (~~Three hundred seventy dollars forty four cents~~) Four hundred fifty dollars (\$450.00).
 - e. Two-inch: (~~Four hundred six dollars forty six cents~~) Four hundred ninety dollars (\$490.00).

- C. The director assesses a reasonable charge for items not otherwise specifically encompassed herein.
- D. The fees in this section shall be adjusted as provided in SMC 13.04.2030.

Section 12: That SMC section 13.04.2024 is amended to read as follows:

13.04.2024 Hydrant Fees

Hydrant fees are as follows:

- A. Hydrant Permit Fees.
 - 1. Hydrant permit daily: (~~((Forty six dollars thirty one cents))~~) Fifty dollars (\$50.00).
 - 2. Hydrant permit monthly: (~~((One hundred forty four dollars six cents))~~) Two hundred dollars (\$200.00).
 - 3. Hydrant permit yearly: (~~((Three hundred sixty dollars fifteen cents))~~) Four hundred fifty dollars (\$450.00).
 - 4. Hydrant permit where meter is needed to measure water use: (~~((Five hundred fourteen dollars fifty cents))~~) Six hundred dollars (\$600.00) meter deposit.
 - 5. Valve rental fee daily: (~~((Twenty five dollars seventy three cents))~~) Thirty-five dollars (\$35.00).
 - 6. Valve rental fee monthly: (~~((Fifty one dollars forty five cents))~~) Seventy-five dollars (\$75.00).
- B. Hydrant Flow Tests: (~~((Two hundred thirty one dollars fifty three cents))~~) Two hundred eighty-five dollars (\$285.00).
- C. Construction Estimates: (~~((Three hundred eight dollars seventy cents))~~) Three hundred seventy-five dollars (\$375.00).
- D. Other Charges.
 - 1. (~~((Three hundred eight dollars seventy cents))~~) Three hundred seventy-five dollars (\$375.00) for each hydrant disk that is not returned at the time the hydrant permit expires.

2. (~~((Twenty five dollars seventy three cents))~~) Fifty dollar (\$50.00) replacement charge for any lost or stolen hydrant disk.
3. (~~((Fifty one dollars forty five cents))~~) Seventy-five dollars (\$75.00) for any hydrant wrench not returned upon hydrant permit expiration.
4. Hydrant gate valves may be rented from the water and hydroelectric services department for a maximum of thirty calendar days.
 - a. Daily rental fee is (~~((twenty dollars fifty eight cents))~~) Thirty-five dollars (\$35.00).
 - b. Monthly rental fee is (~~((fifty one dollars forty five cents))~~) Seventy-five dollars (\$75.00).
5. (~~((Two hundred five dollars eighty cents))~~) Two hundred fifty dollar (\$250.00) refundable deposit is required for all valve rentals. Failure to return the hydrant valve or failure to return it within the thirty-day time frame will result in forfeiture of the deposit.
6. (~~((Three hundred eight dollars seventy cents))~~) Three hundred seventy-five dollar (\$375.00) fine for anyone using a hydrant, other than for fire protection, without purchasing a hydrant permit and without using the hydrant disk.

Section 13: That SMC section 13.04.2025 is amended to read as follows:

13.04.2025 Tap and Meter Requirements and Fees

- A. Outside City taps must sign a water annexation covenant approved by the City legal department.
- B. Local improvement district and future main extension waivers are required on all approved long services.
- C. Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.
- D. Taps one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than eighty pounds.
- E. Remote reader charges are included in meter fees.

- F. City taps that need to be installed at a time other than normal water department business hours must pay an additional ~~((five hundred fourteen dollars fifty cents))~~ seven hundred fifty dollars (\$750.00).
- G. Duplexes must have a minimum of one-inch tap and one-inch meter.
- H. Triplexes must have a minimum of two-inch tap and either a one-and-one-half inch or two-inch meter.
- I. Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional ~~((one hundred fifty four dollars thirty five cents))~~ two hundred dollars (\$200.00) for a tapping saddle.
- J. Taps four inches and larger installed by private contractors during a main construction require an inspection fee of ~~((one hundred twenty eight dollars sixty three cents))~~ one hundred fifty dollars (\$150.00).

Section 14: That SMC section 13.04.2026 is amended to read as follows:

13.04.2026 Small Taps and Meters – Additional

- A. Tap Fees: [Reserved].
- B. Street:
 - 1. One-inch tap – All: ~~((Seven hundred ten dollars one cent))~~ Nine hundred fifty dollars (\$950.00).
 - 2. Two-inch tap – All: ~~((Six hundred eighty nine dollars forty three cents))~~ One thousand five dollars (\$1,005.00).
- C. Meter Fees.
 - 1. All new One-inch and Three-quarter inch residential meters will be installed in a meter box within three feet of property line or in a dedicated utility easement. The meter and box will be sold as one unit.
 - 2. Three-quarter inch – Domestic/Meter and Box: ~~((One thousand two hundred fifty three dollars thirty nine cents))~~ One thousand three hundred seventy-five dollars (\$1,375.00).
 - 3. Three-quarter inch – ~~((Irrigation))~~ Meter: ~~((Five hundred fifty dollars fifty two cents))~~ Six hundred fifty dollars (\$650.00).

4. One-inch – Domestic/Meter and Box: (~~((One thousand two hundred eighty nine dollars forty six cents))~~) One thousand four hundred thirty-five dollars (\$1,435.00).
 5. One-inch – (~~((Irrigation))~~) Meter: (~~((Six hundred thirty seven dollars ninety eight cents))~~) Seven hundred fifty-five dollars (\$755.00).
 6. One-and-one-half inch – Domestic: (~~((One thousand three dollars twenty eight cents))~~) One thousand four hundred sixty dollars (\$1,460.00).
 7. One-and-one-half inch – Irrigation: (~~((One thousand one hundred seventy three dollars six cents))~~) One thousand four hundred seventy dollars (\$1,470.00).
 8. Two-inch – Domestic: (~~((One thousand two hundred three dollars ninety three cents))~~) One thousand five hundred sixty dollars (\$1,560.00).
 9. Two-inch – Irrigation: (~~((One thousand two hundred seventy dollars eighty two cents))~~) One thousand six hundred thirty-five dollars (\$1,635.00).
 10. Two-inch – Fire, with DCVA: (~~((One thousand four hundred fifty six dollars four cents))~~) One thousand eight hundred ninety-five dollars (\$1,895.00).
 11. Two-inch – Fire, no DCVA: (~~((One thousand two hundred three dollars ninety three cents))~~) One thousand three hundred eighty dollars (\$1,380.00).
 12. Twenty-four inch concrete box installation – No excavation: (~~((Nine hundred eighty two dollars seventy cents))~~) One thousand one hundred sixty-five dollars (\$1,165.00).
- D. Prices do not include the forty (~~((one))~~) dollars (~~((sixteen cents))~~) (\$40.00) processing fee for staff costs.
- E. If a utility offset is needed, the fee will be (~~((one thousand three hundred ninety four dollars thirty cents))~~) one thousand five hundred thirty dollars (\$1,530.00).
- F. Work performed outside of normal business hours will be charged an additional (~~((five hundred fourteen dollars fifty cents))~~) seven hundred fifty dollars (\$750.00).
- G. The fees in this section shall be adjusted as provided in SMC 13.04.2030.
- H. Permit shall be valid for twelve months after which it will expire and a new permit will be required.

Section 15: That SMC section 13.04.2028 is amended to read as follows:

13.04.2028 Large Taps and Meters

The following fees apply to large taps and meters and are firm prices.

A. Tap Fees:

1. Four-inch tap: (~~Two thousand two hundred seventeen dollars fifty cents~~)
Two thousand seven hundred dollars (\$2,700.00).
2. Six-inch tap: (~~Two thousand one hundred seventy six dollars thirty four cents~~) Two thousand eight hundred forty-five dollars (\$2,845.00).
3. Eight-inch tap: (~~Two thousand six hundred eight dollars fifty two cents~~)
Three thousand five hundred ten dollars (\$3,510.00).
4. Ten-inch tap: (~~Three thousand one hundred thirty eight dollars forty five cents~~) Four thousand three hundred eighty-five dollars (\$4,385.00).
5. Twelve-inch tap: (~~Four thousand three hundred sixteen dollars sixty six cents~~) Four thousand six hundred twenty dollars (\$4,620.00).

B. Meter Fees:

1. Three-inch domestic – With DCVA (TruFlow): (~~Five thousand eight hundred eighty five dollars eighty eight cents~~) Five thousand six hundred ninety dollars (\$5,690.00).
2. Three-inch domestic – No DCVA (TruFlow): (~~Five thousand seventy eight dollars twelve cents~~) Five thousand seventy dollars (\$5,070.00).
3. Three-inch irrigation – With DCVA (Turbine): (~~Four thousand three hundred ninety eight dollars ninety eight cents~~) Four thousand one hundred sixty dollars (\$4,160.00).
4. Three-inch irrigation – No DCVA (Turbine): (~~Three thousand one hundred fifty nine dollars three cents~~) Three thousand one hundred ten dollars (\$3,110.00).
5. Four-inch domestic – With DCVA (TruFlow): (~~Six thousand seven hundred seventy dollars eighty two cents~~) Six thousand eight hundred seventy-five dollars (\$6,875.00).

6. Four-inch domestic – No DCVA (TruFlow): (~~((Five thousand eight hundred eighty dollars seventy four cents))~~) Five thousand nine hundred sixty-five dollars (\$5,965.00).
7. Four-inch fire – With DCDVA: (~~((Two thousand seven hundred fifty two dollars fifty eight cents))~~) Two thousand seven hundred five dollars (\$2,705.00).
8. Four-inch fire – No DCDVA (vault): (~~((One thousand two hundred ninety one dollars forty cents))~~) One thousand three hundred seventy-five dollars (\$1,375.00).
9. Four-inch fire – No DCDVA (building – bypass only): (~~((Five hundred twenty four dollars seventy nine cents))~~) Six hundred ninety dollars (\$690.00).
10. Four-inch fire/dom – With DCVA (Protectus): (~~((Nine thousand four hundred seventy seven dollars nine cents))~~) Nine thousand three hundred sixty dollars (\$9,360.00).
11. Four-inch fire/dom – No DCVA (Protectus): (~~((Eight thousand one hundred thirteen dollars sixty seven cents))~~) Eight thousand five dollars (\$8,005.00).
12. Four-inch irrigation – With DCVA (Turbine): (~~((Four thousand nine hundred sixty four dollars ninety three cents))~~) Five thousand one hundred seventy-five dollars (\$5,175.00).
13. Four-inch irrigation – No DCVA (Turbine): (~~((Three thousand five hundred ninety six dollars thirty six cents))~~) Three thousand eight hundred twenty dollars (\$3,820.00).
14. Six-inch domestic – With DCVA (TruFlow): (~~((Nine thousand seven hundred seventy dollars thirty six cents))~~) Ten thousand six hundred forty-five dollars (\$10,645.00).
15. Six-inch domestic – No DCVA (TruFlow): (~~((Eight thousand five hundred fourteen dollars ninety eight cents))~~) Nine thousand three hundred fifty dollars (\$9,350.00).
16. Six-inch fire – With DCDVA: (~~((Three thousand one hundred fifty nine dollars three cents))~~) Three thousand three hundred sixty dollars (\$3,360.00).
17. Six-inch fire – No DCDVA (vault): (~~((One thousand two hundred eighty six dollars twenty five cents))~~) One thousand four hundred ninety-five dollars (\$1,495.00).

18. Six-inch fire – No DCDVA (building – bypass only): (~~Five hundred twenty four dollars seventy nine cents~~) Six hundred ninety dollars (\$690.00).
19. Six-inch fire/dom – With DCVA (Protectus): (~~Thirteen thousand five hundred sixty seven dollars thirty seven cents~~) Thirteen thousand eight hundred forty dollars (\$13,840.00).
20. Six-inch fire/dom – No DCVA (Protectus): (~~Eleven thousand seven hundred ninety seven dollars forty nine cents~~) Eleven thousand nine hundred twenty-five dollars (\$11,925.00).
21. Six-inch irrigation – With DCVA (Turbine): (~~Eight thousand six hundred seven dollars fifty nine cents~~) Nine thousand one hundred five dollars (\$9,105.00).
22. Six-inch irrigation – No DCVA (Turbine): (~~Six thousand seven hundred ninety six dollars fifty five cents~~) Seven thousand one hundred ninety dollars (\$7,190.00).
23. Eight-inch fire – With DCDVA: (~~Four thousand four hundred sixty dollars seventy two cents~~) Five thousand eight hundred twenty dollars (\$5,820.00).
24. Eight-inch fire – No DCDVA (vault): (~~One thousand five hundred eighty four dollars sixty six cents~~) One thousand eight hundred forty-five dollars (\$1,845.00).
25. Eight-inch fire – No DCDVA (building – bypass only): (~~Five hundred twenty four dollars seventy nine cents~~) Six hundred ninety dollars (\$690.00).
26. Eight-inch fire/dom – With DCVA (Protectus): (~~Eighteen thousand three hundred ninety eight dollars fifty two cents~~) Nineteen thousand three hundred forty dollars (\$19,340.00).
27. Eight-inch fire/dom – No DCVA (Protectus): (~~Fifteen thousand six hundred seventy one dollars sixty seven cents~~) Fifteen thousand nine hundred five dollars (\$15,905.00).
28. Ten-inch fire – With DCDVA: (~~Five thousand two hundred fifty three dollars five cents~~) Six thousand one hundred ninety-five dollars (\$6,195.00).

29. Ten-inch fire – No DCDVA (vault): (~~((One thousand five hundred thirty three dollars twenty one cents))~~) One thousand nine hundred dollars (\$1,900.00).
 30. Ten-inch fire – No DCDVA (building – bypass only): (~~((Five hundred twenty four dollars seventy nine cents))~~) Six hundred ninety dollars (\$690.00).
 31. Ten-inch fire/dom – With DCVA (Protectus): Estimate required.
 32. Ten-inch fire/dom – No DCVA: Estimate required.
- C. Prices do not include the (~~((forty one dollars sixteen cents))~~) forty dollars (\$40.00) processing fee for staff costs.
 - D. If a utility offset is needed, the fee will be (~~((one thousand three hundred ninety four dollars thirty cents))~~) one thousand five hundred thirty dollars (\$1,530.00).
 - E. Work performed outside of normal business hours will be charged an additional (~~((five hundred fourteen dollars fifty cents))~~) seven hundred fifty dollars (\$750.00).
 - F. The fees in this section shall be adjusted as provided in SMC 13.04.2030.
 - G. Permit shall be valid for twelve months after which it will expire and a new permit will be required.

Section 16: That SMC section 13.04.2030 is amended to read as follows:

13.04.2030 Periodic Fee Adjustment

The fees in SMC 13.04.0608, SMC 13.04.2022, SMC 13.04.2026, and SMC 13.04.2028 shall be subject to adjustment as follows:

~~((In August of each year, the director of the water and hydroelectric services department shall review the Engineering News Record (ENR) 20 City Construction Cost Index (CCI) published in the Engineering News Record Magazine and determine the percentage change in the index from July of the current year to July of the prior year. In the event that the change in the index is negative, there shall be no change in the stated amounts. Otherwise, the director shall compute the proposed new rates, rounded up to the nearest ((five dollars)) in accord with the index change and transmit them to the chief financial officer for approval. If the chief financial officer approves, he may certify them as the new rates to be effective the following January 1. In the event the aforementioned index ceases to exist in its current form or substantially changes, the chief financial officer may select as near as possible a substitute index in the reasonable exercise of his judgment. Nothing herein precludes a change in the fees listed in any other lawful manner. The fees will be adjusted to actual costs for 2013 and~~

~~thereafter will be adjusted every two years.))~~ Fees will be adjusted annually to reflect actual increases in labor, equipment, and materials as calculated from August of the previous year to August of the current year. Increases will be rounded up to the nearest five dollars and take effect January 1st of the following year.

Section 17: Effective Date.

This ordinance shall take effect and be in force on January 1, 2015.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

11/17/2014

<u>Date Rec'd</u>	11/5/2014
<u>Clerk's File #</u>	ORD C35184
<u>Renews #</u>	

<u>Submitting Dept</u>	UTILITIES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	RICK ROMERO 625-6361	<u>Project #</u>	
<u>Contact E-Mail</u>	RROMERO@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	WATER- WASTEWATER CONSERVATION CREDIT		

Agenda Wording

An Ordinance relating to water, wastewater rates and the creation of a water and wastewater rate section in the SMC; adding section 13.035.700.

Summary (Background)

The City is selling water/wastewater revenue bonds and the interest rates are very favorable, and the City is anticipating lower costs of borrowing than previously anticipated. This will allow for a financial opportunity to implement a credit program to residential low indoor water users and multi-family phased in over three years, in conjunction with a three-year utility rate proposal.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ROMERO, RICK	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 10/27/2014
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	acmarshall@spokanecity.org	
<u>Additional Approvals</u>		cmarchand@spokanecity.org	
<u>Purchasing</u>		mfeist@spokanecity.org	
		bpatrick@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and 13.04.2030 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35184

An Ordinance relating to water, wastewater rates and the creation of a water and wastewater rate section in the SMC; adding section 13.035.700.

WHEREAS, the amount of wastewater produced by a Consumer is directly related to the amount of water consumed by a Consumer; and

WHEREAS, water is a limited natural resource and efforts of conservation should be rewarded in order to protect the Spokane Aquifer; and

WHEREAS, reducing the flow of wastewater to the plant over time will allow the City to accommodate growth without increasing the size of its wastewater collection and treatment systems; and

WHEREAS, rates set to encourage the achievement of water conservation goals and the discouragement of wasteful water use practices are an appropriate utility ratemaking consideration under RCW 35.92.010 and RCW 35.67.020; and

WHEREAS, the City of Spokane is committed to encourage conservation by its ratepayers in order to protect our limited natural resources; and

NOW THEREFORE, the City of Spokane does ordain:

Section 1: That a new section 13.035.700 be added to the Code.

Section 13.035.700 Water- Wastewater Conservation Incentives

In order to encourage water conservation, the Director of Public Utilities shall create conservation incentives within the City's rate structure for water and wastewater.

- A. The Director of Public Utilities shall grant a wastewater conservation credit to the 20 percent of residential ratepayers with the lowest indoor water usage who are categorized as single-family residential customers of the City's Water Utility.

- B. Indoor water usage shall be determined by the average monthly water use of a single-family residential customer during the previous winter months of November through March when almost all water usage is indoors.
- C. The Director of Public Works, with guidance from City Council, shall set the amount of the credit before the beginning of each year's credit cycle. The credit shall be in an amount that is equally distributed in twelve monthly installments throughout the course of one year.

Section 2: Effective Date. This ordinance shall take effect and be in full force on January 1, 2015.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



CITY PLAN COMMISSION
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
FAX 509.625.6013

October 22, 2014

Memo to City Council

From Dennis Dellwo, Plan Commission President

Re: Plan Commission Action on City Council remand of Final Reading Ordinance C35156 Relating to Application #Z1300069COMP and Amending the Land Use Map of the City's Comprehensive Plan

During its October 8, 2014 meeting, the City of Spokane Plan Commission considered, as a workshop item, the City Council's remand of Final Reading Ordinance C35156 relating to Application #Z1300069COMP. Previously, during the legislative session of its September 29, 2014 meeting, the City Council took the following action: (from the Council Action Memo dated October 2, 2014):

- Motion by Council Member Mumm, seconded by Council Member Snyder, to remand this Ordinance C35156) back to the Plan Commission for alternatives for transition; carried 4 to 3 (Council President Stuckart and Council Members Allen and Fagan voting "no").

During its October 8 meeting, the Plan Commission received a report from Council Member Mumm, who is the City Council Liaison to the Plan Commission, and also received input from Mr. Dwight Hume, a land use agent representing the applicant:

Following some debate by the Plan Commission, the following actions were taken:

- Motion by Plan Commission member Asher Ernst, seconded by Commission member Brian McClatchy, to reconsider the Plan Commission's previous recommendation on this application at the Plan Commission's November 12th workshop; motion failed 5 to 4.
- Motion by Commission Member F.J. Dullanty Jr., seconded by Commission Member Tom Reese, to stand by the Plan Commission's previous findings and conclusions and recommendation; motion carried 8 to 1.

The Plan Commission considered a third motion related to this matter:

Commission Member F.J. Dullanty, Jr. brought a motion, seconded by Commission Member Tom Reese, for the Plan Commission to engage in a closer examination of the transitional requirements between Centers and Corridors and adjacent residential areas, as set forth in the City's Comprehensive Plan and development regulations, and to also examine land use and zoning designations in the Hillyard area in light of the planned interchange of the North Spokane Corridor at Wellesley Avenue;. Motion passes unanimously.

Dennis Dellwo

President, City of Spokane Plan Commission

October 2, 2014

City Clerk File No.:
ORD C35156

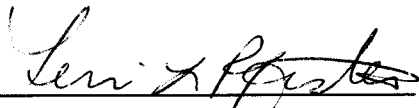
COUNCIL ACTION MEMORANDUM:

RE: FINAL READING ORDINANCE C35156 RELATING TO APPLICATION
#Z1300069COMP AND AMENDING THE LAND USE MAP OF THE CITY'S
COMPREHENSIVE PLAN

During its 6:00 p.m. Legislative Session held Monday, September 29, 2014, the Spokane City Council considered Final Reading Ordinance C35156. City Planner Tirrell Black provided an overview of the proposed ordinance, and stated she received no written comments on the proposal. Ms. Black responded to inquiries from Council President Stuckart as to whether the neighborhood councils provided any comment. Ms. Black indicated the neighborhood council was notified and did have a presentation from the applicant; however, the neighborhood council is not required to make any written comment, and she further stated no comments were received from the neighborhood council.

Public testimony was then received, with one individual (Dwight Hume, as agent for the property owner R. Properties, LLC) requesting to speak. Council inquiry and commentary followed, with response by Ms. Black. Council Member Mumm presented a motion to remand this back to the Plan Commission just to ask if there are other alternatives that they could provide to the City Council and to review the transition between the housing and the CC Core, and maybe they (Plan Commission) would come back with a recommendation that we (City Council) look at the other corner. Council Member Mumm further stated this is a long range plan and is not a short term planning thing; and this is something we'll be living with for 20 years, and we want to do it right – we want to do it right for Hillyard and we want to do it right for the neighborhood. She stated she is hoping the applicant will give the Council a little time to take it back (to Plan Commission) and look at a couple of alternatives to see if there is a way we can do a really good job transitioning. Council Member Mumm noted we've seen this in another neighborhood where the Council didn't take the time to do this; and then when things were coming about, we wished we had taken the time. Council Member Allen requested Ms. Mumm restate the motion. Subsequently, the following action was taken after Council debate:

Motion by Council Member Mumm, seconded by Council Member Snyder, **to remand** this (Ordinance C35156) back to the Plan Commission for alternatives for transition; **carried 4 to 3 (Council President Stuckart and Council Members Allen and Fagan voting "no").**



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
09/22/2014

Date Rec'd	9/10/2014
Clerk's File #	ORD C35156
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & DEVELOPMENT
Contact Name/Phone	TIRRELL BLACK 625-6185
Contact E-Mail	TBLACK@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0650 - ORDINANCE - AMENDMENT TO LAND USE PLAN MAP - Z1300069COMP

Agenda Wording

An ordinance relating to application #Z1300069COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Office" to "CC Core" for 0.44 acres located at 2929 and 2937 East Wellesley Avenue; and amending the Zoning Map from "Office"

Summary (Background)

This application for Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on July 9, 2014 to consider this amendment and has unanimously recommended approval of the amendment. Plan Commission Findings & Conclusions are attached.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WRIGHT, JO ANNE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 8/18/14
<u>Finance</u>	DOLAN, PAM	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	htrautman@spokanecity.org	
<u>Additional Approvals</u>		tblack@spokanecity.org	
<u>Purchasing</u>		schesney@spokanecity.org	
		jrichman@spokanecity.org	
		dhume@spokane-landuse.com	

FIRST READING OF THE ABOVE ORDINANCE

WAS HELD ON

9/22/2014

AND FURTHER ACTION WAS DEFERRED

CITY CLERK



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(O-35) to "Centers and Corridors, Type 2 District Center", (CC2-DC).

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35156

AN ORDINANCE RELATING TO APPLICATION #Z1300069COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OFFICE" TO "CC CORE" FOR 0.44 ACRES LOCATED AT 2929 AND 2937 E. WELLESLEY AVENUE; AND AMENDING THE ZONING MAP FROM "OFFICE" (O-35) TO "CENTERS AND CORRIDORS, TYPE 2, DISTRICT CENTER" (CC2-DC).

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1300069COMP was timely submitted to the City for consideration during the City's 2014 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1300069COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Office" to "CC Core" for 0.44 acres located at 2929 and 2937 East Wellesley Avenue. If approved, the implementing zoning designation requested is "Centers and Corridors, Type 2, District Center" (CC2-DC); and

WHEREAS, staff requested comments from agencies and departments on December 19, 2013, and a public comment period ran from April 14, 2014 to June 12, 2014; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on June 2, 2014; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendments on April 23, 2014; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on June 23, 2014 for the Comprehensive Land Use Plan Map and Zoning Map changes ("DNS"). The public comment period for the SEPA determination ended on July 9, 2014; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the July 9, 2014 Plan Commission Public Hearing were published in the Spokesman-Review on Wednesday, June 25 and Wednesday, July 2, 2014; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on June 24, 2014; and

WHEREAS, staff report found that Application Z1300069COMP met all the criteria and recommended approval of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on July 9, 2014 for the Application Z1300069COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1300069COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 6 to 0 to recommend approval of Application Z1300069COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1300069COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Office" to "CC Core" for 0.44 acres located at 2929 and 2937 East Wellesley Avenue as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "O-35" to "CC2-DC" for this same area as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2014.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A

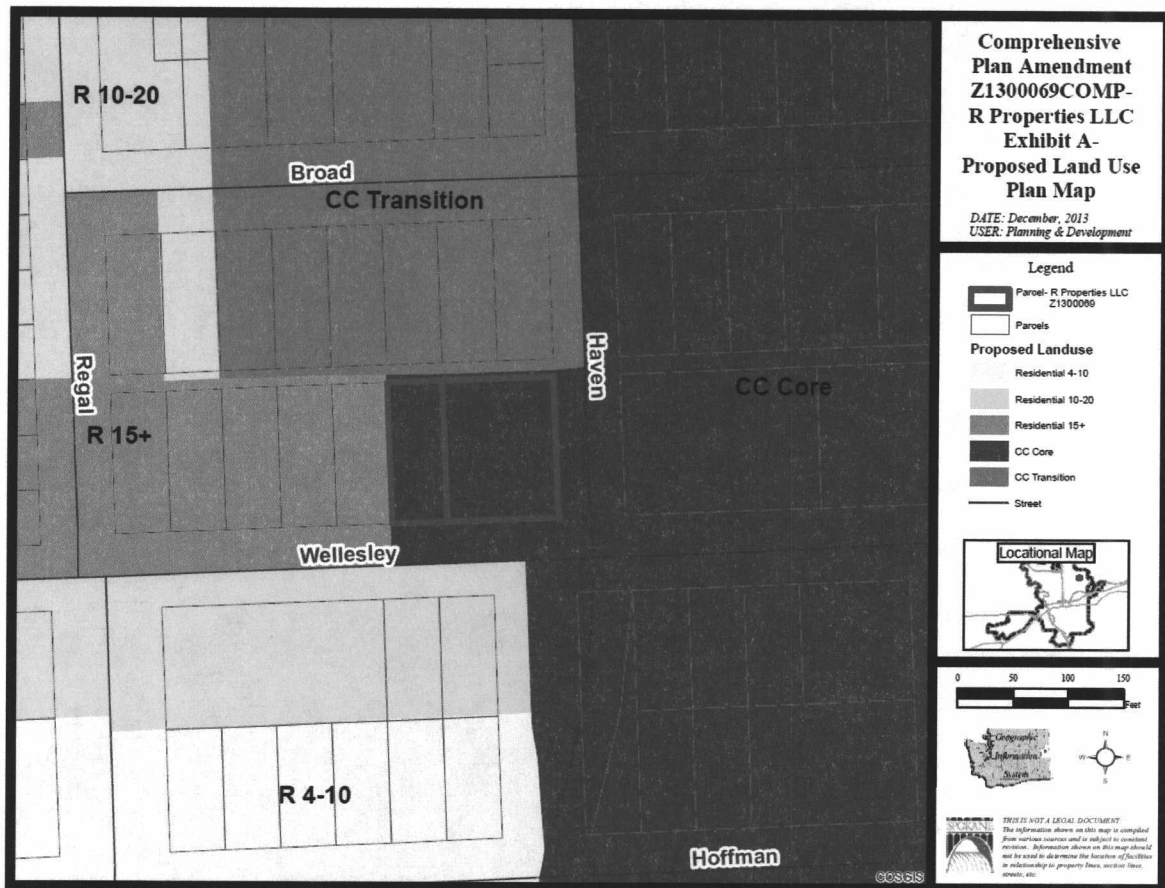
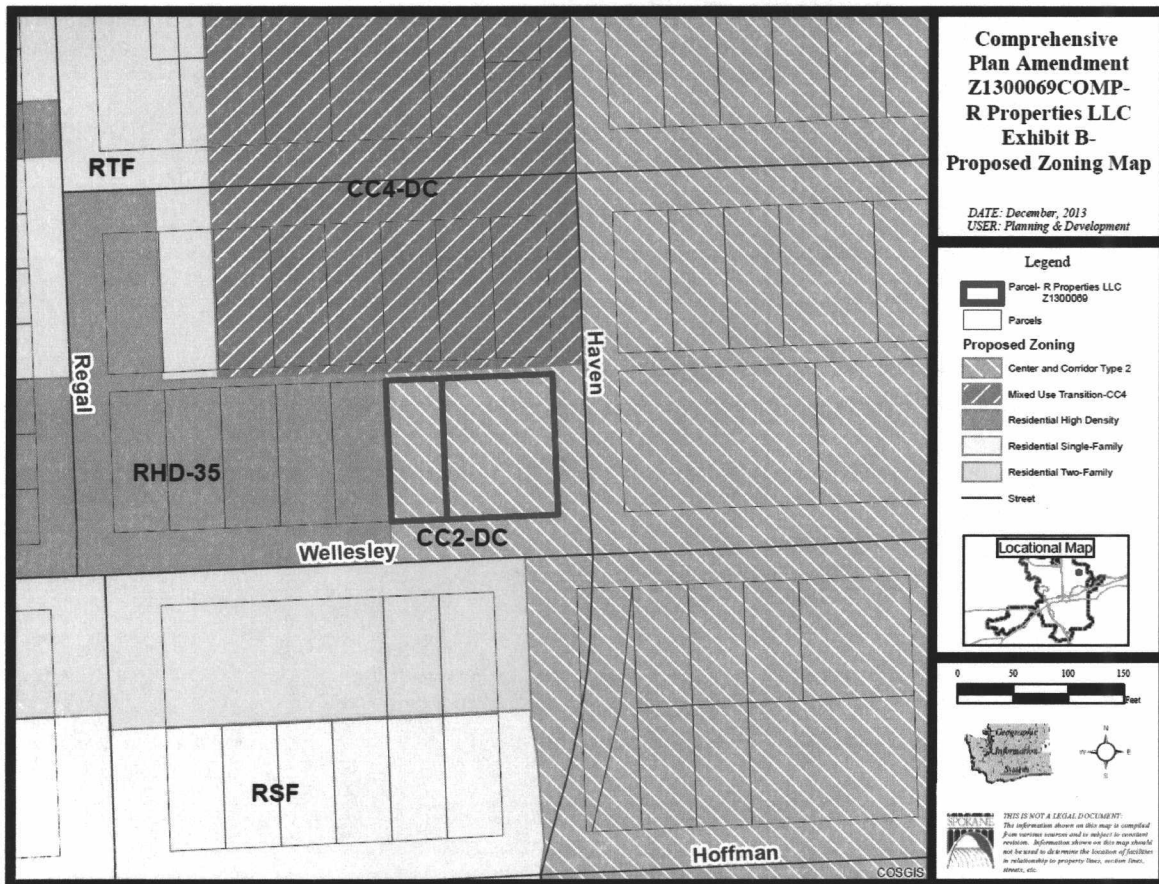


Exhibit B



SPOKANE ENVIRONMENTAL ORDINANCE

(WAC 197-11-970)

File # Z1300069-COMP

Determination of Nonsignificance (DNS)

NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): Z1300069-COMP

PROPONENT: R Properties LLC

DESCRIPTION OF PROPOSAL: This proposal is to change the land use of two parcels from "Office" to "CC-Core". The approximate size of the proposal is 19,050 square feet (.44 acres). If approved, the zoning would be changed from O-35 (Office, 35 foot height limit) to CC2-DC (Centers & Corridors, Type 2, District Center) and could be developed with future development consistent with the retail, business, service and other uses permitted within that zoning category.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: The parcel addresses are 2929 E Wellesley Avenue and 2937 E Wellesley Avenue. The parcel numbers are 36343.2914 and 36343.2917. (SW ¼ of Section 16, T26N, R43 EWM)

LEAD AGENCY: CITY OF SPOKANE, Planning & Development Department


The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- [] There is no comment period for this DNS.
- [] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for At least 14 days from the date of issuance (below). Comments regarding this DNS must be submitted no later than 3:00 p.m., July 9, 2014, if they are intended to alter the DNS.

Responsible Official: Scott R. Chesney, AICP

Position/Title: Director, Planning Services **Phone:** (509) 625-6300

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Date Issued: June 23, 2014 **Signature:** 

APPEAL OF THIS DETERMINATION, after it becomes final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane, WA 99201. The appeal deadline is fourteen (14) calendar days after the signing of the DNS. This appeal must be on forms provided by the Responsible Official, make specific factual objections and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

Environmental Checklist

File No. 21300069comp

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

RECEIVED

OCT 30 2013

PLANNING & DEVELOPMENT SERVICES

A. BACKGROUND

1. Name of proposed project, if applicable: **N/A**
2. Name of applicant: **R Properties LLC ; C/O Dwight Hume**
3. Address and phone number of applicant or contact person:
9101 N Mt. View Lane Spokane WA 99218; 435-3108
4. Date checklist prepared: **October 29, 2013**
5. Agency requesting checklist: **City of Spokane Planning Services**
6. Proposed timing or schedule (including phasing, if applicable): **Unknown**
7.
 - a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. **Non-project map amendment request.**
 - b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. **The applicant has a separate lot 50 ft. away from the proposed amendment along this Wellesley frontage.**
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal. **Unknown**
9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. **No other applications are pending.**
10. List any government approvals or permits that will be needed for your proposal, if known. **Land Use Map amendment and zone change. Future improvements to the property will require additional development and building permits.**
11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. **Map Amendment from Office to CC-Core and a zone change from CC-2-DC. An auto oriented use is anticipated.**

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OCT 30 2013

PLANNING & DEVELOPMENT SERVICES

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist. **The subject property is located at the NW corner of Wellesley and Haven within the Hillyard Neighborhood and serves southbound traffic on Haven and eastbound traffic on Wellesley. The site was formerly used as a medical office and as a corporate office and is currently being used as a small church facility. Parking is provided both on site and on the additional lot located to the west of the subject property. A private residence is located in between these two uses.**

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)

GSSA and PSSA and City of Spokane

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

(1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

Non-project map amendment request.

(2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

Non-project map amendment request.

(3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems.

Non-project map amendment request.

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

Non-project map amendment request.

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?
Unknown

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

Non-project map amendment request.

TO BE COMPLETED BY APPLICANT

B. ENVIRONMENTAL ELEMENTS

Evaluation for
Agency Use
Only

1. Earth

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.*

- b. What is the steepest slope on the site (approximate percent slope)?

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland. **Unknown**

Evaluation for
Agency Use
Only

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. _____

Non-project map amendment request.

- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:

Unknown, non-project request

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Non-project map amendment request.

-
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? **Non-project request. To be determined at time of building permit**

- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: On-site plans and construction activity would be subject to erosion control and monitored. **Non-project request. To be determined at time of building permit.**

2. Air

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

Non-project request. To be determined at time of building permit.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. _____

This is an urban area of high volume arterial traffic on Haven and Wellesley frontages.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Non-project map amendment.

Evaluation for
Agency Use
Only

3. Water

- a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. **No**
- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. **No**
- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and

indicate the area of the site that would be affected. Indicate the source of fill material. **N/A**

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. **No**

- (5) Does the proposal lie within a 100-year floodplain? ____ If so, note location on the site plan. **No**

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. **No**

Evaluation for
Agency Use
Only

b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. **Non-project map amendment**

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve. **Non-project map amendment**

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. **Non-project request. To be determined at time of building permit**

- (2) Could waste materials enter ground or surface waters? If so, generally describe. **Non-project request. To be determined at time of building permit**

- d. PROPOSED MEASURES** to reduce or control surface, ground, and runoff water impacts, if any. **Non-project request. To be determined at time of building permit**

Evaluation for
Agency Use
Only

4. Plants

- a. Check or circle type of vegetation found on the site:

☒ Deciduous tree: *alder, maple, aspen, other.*
☒ Evergreen tree: *fir, cedar, pine, other.*
☒ Shrubs
☒ Grass
____ Pasture
____ Crop or grain
____ Wet soil plants, *cattail, buttercup, bullrush, skunk cabbage, other.*
____ Water plants: *water lilly, eelgrass, milfoil, other.*
____ Other types of vegetation.

- b. What kind and amount of vegetation will be removed or altered?
Non-project request. To be determined at time of building permit
- c. List threatened or endangered species known to be on or near the site. **None**
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: **Non-project request. To be determined at time of building permit**

5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:
birds: *hawk, heron, eagle, songbirds, other.* _____
mammals: *deer, bear, elk, beaver, other.* _____
fish: *bass, salmon, trout, herring, shellfish, other.* _____
other: _____

- b. List any threatened or endangered species known to be on or near the site. **None**

- c. Is the site part of a migration route? If so, explain. **No** _____

Evaluation for
Agency Use
Only

- d. Proposed measures to preserve or enhance wildlife, if any:
None

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. **To be determined at time of building permit but likely to need electricity for heating, cooling and lighting,**
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. **Non-project request. To be determined at time of building permit**
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: **Non-project request. To be determined at time of building permit**

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. **Non-project request. To be determined at time of building permit**
- (1) Describe special emergency services that might be required.
Non-project request. To be determined at time of building permit
- (2) Proposed measures to reduce or control environmental health hazards, if any:
Non-project request. To be determined at time of building permit
- b. NOISE:
- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
This is an intense urban area but should not affect the use of the property with noise.

Evaluation for
Agency Use
Only

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Non-project request. To be determined at time of building permit

- (3) Proposed measure to reduce or control noise impacts, if any:

Non-project request. To be determined at time of building permit

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?

b. **On site: Office and Parking**

West: S/F House

North: S/F and Duplex housing

East: Vacant Retirement Home

South: Church and Parking

- b. Has the site been used for agriculture? If so, describe. **No** _____

- c. Describe any structures on the site. **Office** _____

- d. Will any structures be demolished? If so, which? **Yes** _____

- e. What is the current zoning classification of the site? **Office** _____

- f. What is the current comprehensive plan designation of the site?

Office

- g. If applicable, what is the current shoreline master program designation of the site? **N/A**

- h. Has any part of the site been classified as a critical area? If so, specify. **No**

- i. Approximately how many people would reside or work in the completed project? **Non-project request. To be determined at time of building permit**

Evaluation for
Agency Use
Only

- j. Approximately how many people would the completed project displace? **none**
- k. Proposed measures to avoid or reduce displacement impacts, if any: **N/A**
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: **Non-project request. To be determined at time of building permit**

Evaluation for
Agency Use
Only

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle or low-income housing. **None**
- b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. **none**
- c. Proposed measures to reduce or control housing impacts, if any: **None**

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? **Non-project request. To be determined at time of building permit**
- b. What views in the immediate vicinity would be altered or obstructed? **Non-project request. To be determined at time of building permit**
- c. Proposed measures to reduce or control aesthetic impacts, if any: **Non-project request. To be determined at time of building permit**

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? **Non-project request. To be determined at time of building permit**
- b. Could light or glare from the finished project be a safety hazard or interfere with views? **Non-project request. To be determined at time of building permit**
- c. What existing off-site sources of light or glare may affect your proposal? **None**

Evaluation for
Agency Use
Only

- d. Proposed measures to reduce or control light and glare impacts, if any: **Non-project request. To be determined at time of building permit**

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? **N/A.**
- b. Would the proposed project displace any existing recreational uses? If so, describe. **No**
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: **None**

13. Historic and cultural preservation

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe. **Unknown**
- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.
Unknown
- c. Proposed measures to reduce or control impacts, if any: **None**

Evaluation for
Agency Use
Only

14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any. **Wellesley and Haven flank the subject site. The proposed on-off ramp to the N/S freeway will increase tariff on Wellesley.**
- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop? **yes**
- c. How many parking spaces would the completed project have? How many would the project eliminate? **Non-project request. To be determined at time of building permit**
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private). **No**

e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. **No**

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur. **Non-project request. To be determined at time of building permit**

(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)

g. Proposed measures to reduce or control transportation impacts, if any: **Non-project request. To be determined at time of building permit**

Evaluation for
Agency Use
Only

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe. **No**

b. Proposed measures to reduce or control direct impacts on public services, if any: **None** _____

16. Utilities

a. Circle utilities currently available at the site: *electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.* **All services are available** _____

b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed. **To be determined at project stage Non-project map amendment** _____

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/30/13

Signature: Dwight Hume

Please Print or Type:

Proponent: Dwight Hume, agent _____ Address: 9101 N Mt. View Lane

Phone: 435-3108 _____

Spokane WA 99218

Person completing
form (if different
from proponent): _____

Address: _____

Phone: _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

RECEIVED

OCT 30 2013

PLANNING & DEVELOPMENT SERVICES

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS
(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage or release of toxic or hazardous substances; or production of noise?

The proposed comp plan amendment and zoning would support development of retail uses. There would be construction noise and after construction, the typical blend of traffic ingress and egress, common to this area land uses.

Proposed measures to avoid or reduce such increases are:

None _____

2. How would the proposal be likely to affect plants, animals, fish or marine life? **No**

Proposed measures to protect or conserve plants, animals, fish or marine life are: **None**

3. How would the proposal be likely to deplete energy or natural resources?

None _____

Proposed measures to protect or conserve energy and natural resources are: **Developed to International Code**

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

Not Applicable _____

Proposed measures to protect such resources or to avoid or reduce impacts are: **N/A**

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The site is currently a non-residential use and is flanked by non-residential uses to the south, and east. The adjacent home to the west is supportive of the proposal and has co-existed with the office use on both sides of the residence. The remaining homes to the north are zoned CC4-DC _____

Proposed measures to avoid or reduce shoreline and land use impacts are:

Adherence to Development Code standards. _____

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Increased demand is not anticipated for any of these services. _____

Proposed measures to reduce or respond to such demand(s) are:

None _____

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

Not in conflict with any rules and procedures. _____

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/30/13 Signature: [Signature]

Please Print or Type:

Proponent: Dwight Hume agent Address: N 9101 Mt. View Lane _____

Phone: 435-3108 _____ Spokane WA 99218

Person completing form (if different from proponent): _____

_____ Address: _____

Phone: _____

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

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OCT 30 2013

PLANNING & DEVELOPMENT SERVICES

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE COMPREHENSIVE PLAN LAND USE PLAN MAP AMENDMENT FILE NO. Z1300069COMP

A Recommendation of the City Plan Commission to the City Council approving a proposed Comprehensive Plan Amendment application by Dwight Hume, on behalf of R Properties LLC to amend the land use plan map designation from "Office" to "CC Core". The total size of the proposed land use plan map amendment is 0.44 acres. The implementing zoning designation requested is Centers and Corridors, Type 2, District Center (CC2-DC).

FINDINGS OF FACT:

- A.** The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B.** The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act.
- C.** Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. All amendment proposals must be considered concurrently in order to evaluate for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.
- D.** Comprehensive Plan amendment application Z1300069COMP was submitted by the October 31, 2013 deadline for Plan Commission review during the 2013/2014 amendment cycle.
- E.** The proposed amendment is to the Land Use Plan Map of the City's Comprehensive Plan for a change the 0.44 acre subject property from "Office" to "CC Core" for three platted lots (two tax parcels) located on the northwest corner of Wellesley Avenue and Haven Street.
- F.** The requested implementing zoning designation is Centers and Corridors, Type 2, District Center (CC2-DC).
- G.** Staff requested comments from agencies and departments on December 19, 2013. No adverse comments were received from agencies or departments.
- H.** A public comment period ran from April 14, 2014 to June 12, 2014 which provided a 60 day public comment period. There were no negative comments received regarding the application.
- I.** The Community Assembly received a presentation regarding the draft proposed amendments on May 2, 2014 and have been given information regarding the dates of Plan Commission workshops and hearings.

J. The Spokane City Plan Commission held a substantive workshop to study the amendment on April 23, 2014.

K. A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on June 23, 2014 for the Comprehensive Land Use Plan Map and Zoning Map changes. The public appeal period for the SEPA determination ended on July 9, 2014 at 3pm.

L. On June 2, 2014, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan.

M. Notice of the SEPA Checklist and Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcement of the July 9, 2014 Plan Commission Public Hearing were published in the Spokesman-Review on June 25 and July 2, 2014 and the Official City Gazette on June 25, 2014 and July 9, 2014.

N. Notice of Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on June 24, 2014.

O. The staff report found that the amendment met all the decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17G.020. Comprehensive Plan Amendment Procedure.

P. The Plan Commission held a public hearing on the recommended amendment on July 9, 2014.

Q. The Plan Commission recommended, by a vote of 6-0 approval of the amendment on July 9, 2014; and

R. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given that an opportunity to comment.

CONCLUSIONS:

A. The Plan Commission adopted the following staff recommended findings for the decision criteria and review guidelines for Comprehensive Plan amendments, as listed in SMC 17G.020.030:

B. The proposed amendment has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.020.

RECOMMENDATIONS:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of a proposed amendment to the Land Use Plan Map of the City's Comprehensive Plan for a change from the land use plan map designation "Office" to "CC Core". The total size of the proposed land use plan map amendment is 0.44 acres and the implementing zoning designation of CC2-DC.

A handwritten signature in black ink, appearing to read "Dennis Dellwo", written over a horizontal line.

**Dennis Dellwo, President
Spokane Plan Commission
July 9, 2014**

**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
FILE NO. Z1300069-COMP, 2929 and 2937 E. Wellesley Avenue (R Properties)**

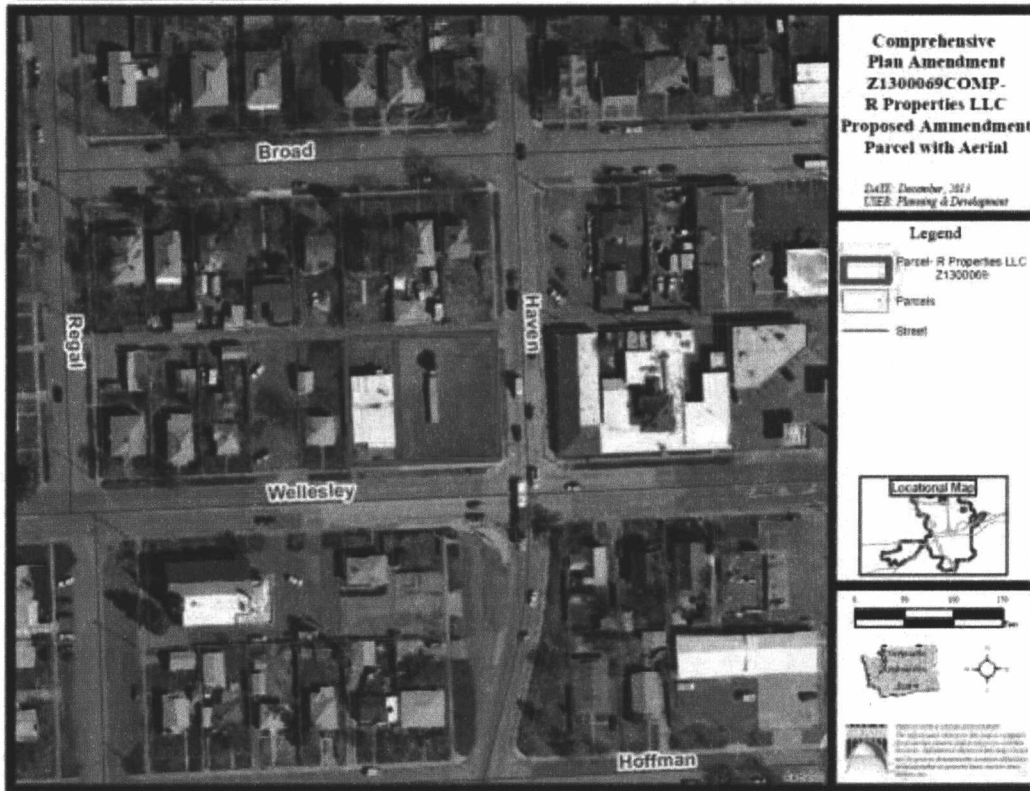
I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

DESCRIPTION OF PROPOSAL:

This proposal is to amend the Comprehensive Plan land use map designation of two parcels from "Office" to "CC-Core". If approved, the parcels would be zoned Center and Corridor, Type 2, District Center (CC2-DC) and could be developed consistent with the retail, business, service and other uses permitted within that zoning category. The approximate size of the proposal is 19,050 square feet (.44 acres). No specific development proposal is being approved at this time.

II. GENERAL INFORMATION:

Agent:	Dwight Hume
Applicant/Property Owner(s):	R Properties LLC, Duane Alton, Manager
Location of Proposal:	The parcel addresses are 2929 E Wellesley Avenue and 2937 E Wellesley Avenue. The parcel numbers are 36343.2914 and 36343.2917. (SW ¼ of Section 16, T26N, R43 EWM)
Legal Description	Lots 14, Block 22 Hillyard (parcel 36343.2914) and Lots 15 and 16, Block 22 Hillyard (parcel 36343.2917)
Existing Land Use Plan Designation:	"Office"
Proposed Land Use Plan Designation:	"CC Core"
Existing Zoning:	Office, 35 height limit (O-35)
Proposed Zoning:	Center and Corridor, Type 2, District Center (CC2-DC)
SEPA Status:	A SEPA threshold Determination of Non-Significance (DNS) was made on June 23, 2014. The appeal period closed on July 9, 2014 at 3pm.
Enabling Code Section:	SMC 17G. 020, Comprehensive Plan Amendment Procedure
Plan Commission Hearing Date:	July 9, 2014
Staff Contact:	Tirrell Black, Planner; tblack@spokanecity.org

III. FINDINGS OF FACT:

- A. Site Description: The property consists of two tax parcels (three platted lots) with a combined area of approximately 19,050 square feet (0.44 acres) at the northwest corner of Wellesley Avenue and Haven Street. The property is vacant on the easterly parcel (two platted lots) and consists mostly of a flat, graveled surface. The westerly lot contains a small structure that was historically used as a doctor's office and is currently used by a church congregation to meet. Overall, the site is flat. An unpaved alley runs east to west along the north side of the property.

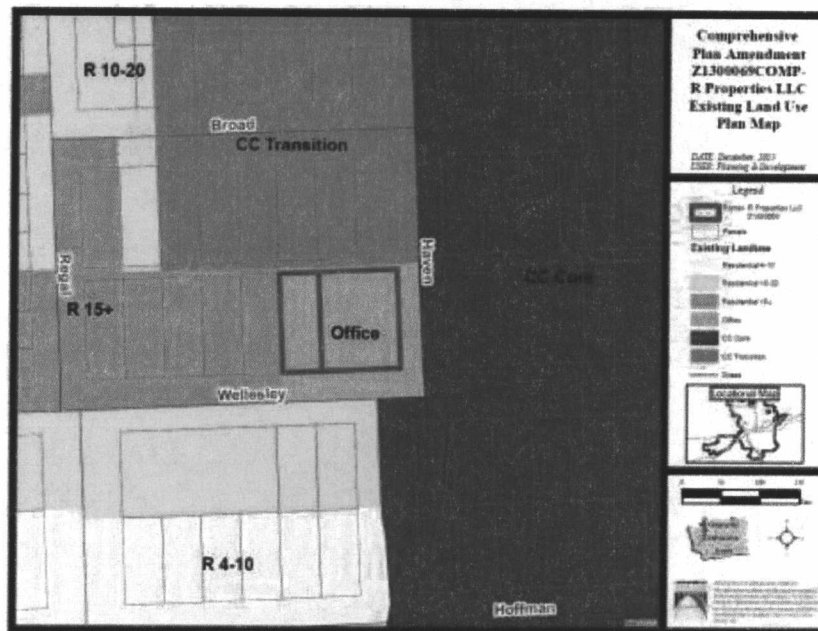
North of the site are residential homes, some appear to be single family use and some multifamily use. Across Wellesley to the south is St. Peter's Lutheran Church and a residential building owned by the church. Directly east, across Haven Street, there is an abandoned and currently boarded up property which historically served as a nursing home. To the west is a single family residence and a parking lot which historically served the medical building.

North Spokane Corridor project is proposed nearby, roughly in alignment with Market Street, with an interchange alignment proposed at Wellesley. Both Wellesley Avenue and Haven Street are designated as principle arterials at this location. This site is currently served by STA routes 27 and 33.

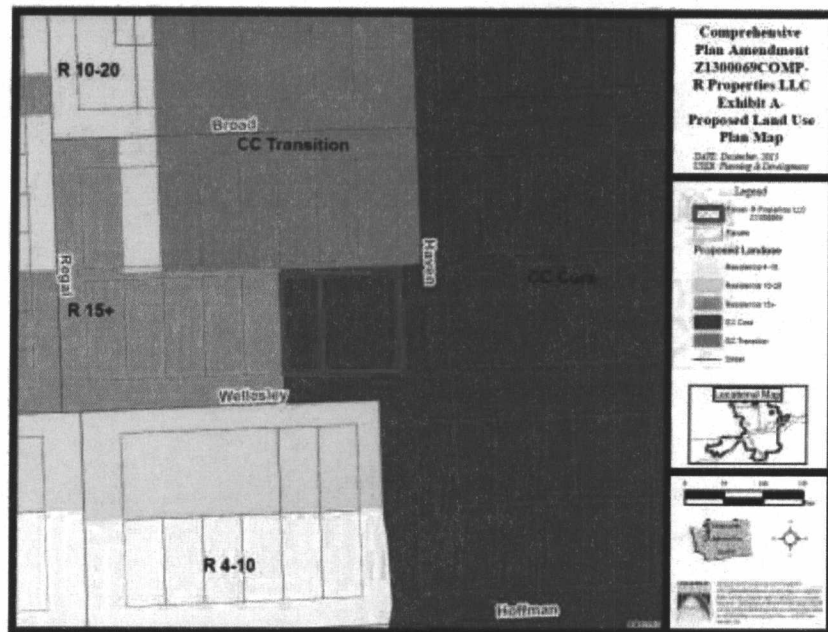
- B. Project Description: This proposal is to amend the land use designation of two parcels (three platted lots) from "Office" to "CC Core" making their designation uniform with the land use designation of the properties to the east. The approximate combined size of the property is 19,050 square feet (0.44 acres). If approved, the zoning for the

parcels would be Centers & Corridors, Type 2 – District Center (CC2-DC). No specific plans for the development of the property have been presented. Subsequent development of the site would be allowed in subject to all relevant provisions of the City's unified development code.

C. Existing Land Use Plan Map Designations



D. Proposed Land Use Plan Map



E. Zoning and Land Use Designation History:

The property is located in a section of the city that was annexed in September 24, 1924. The zoning designation in 1929 was multifamily residential called Class II Residential District. A check of the 1970 zoning map, indicates this property was zoned R4. The property was rezoned in 1996 from R4 to RO-1L (File Z9500083ZC); this permitted expanded office use. The description of the property in 1995 describes the easterly two lots as vacant at that time and the medical office as an existing structure but without medical office use. In 2003 there were Land Use Plan Map amendments to the Hillyard Business Corridor (Ordinances C-33242 and C-33243). On a 2005 zoning map, this property is zoned O (Office) with R4 still existing to the west of the property.

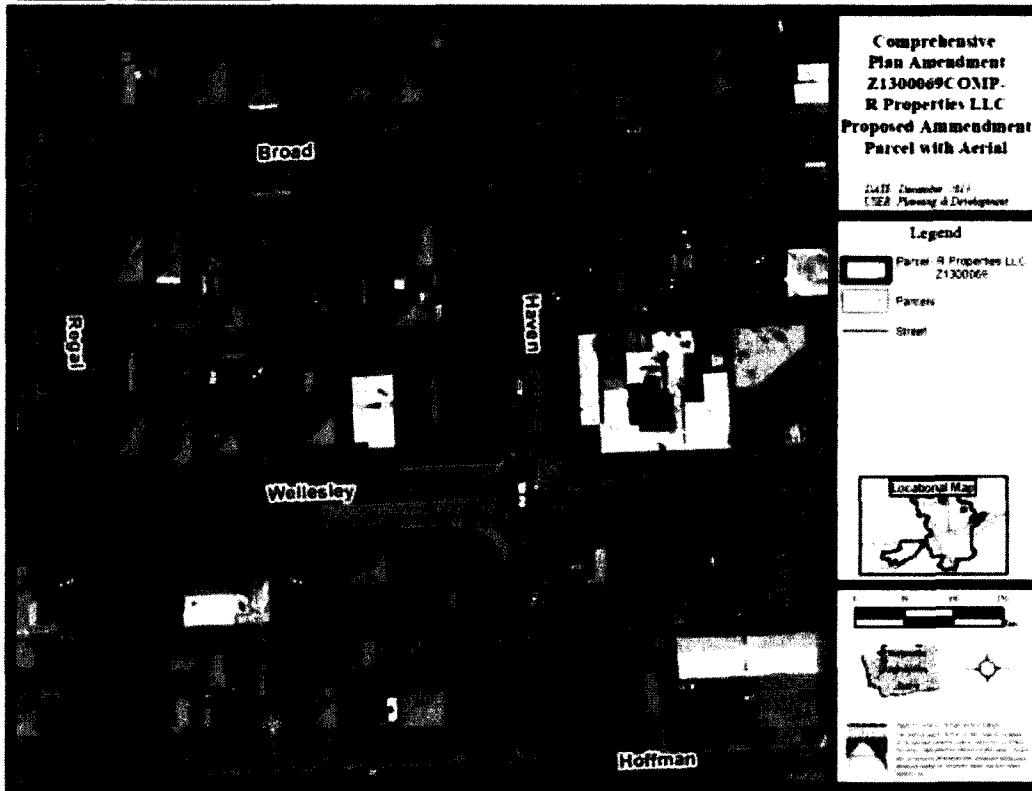
F. Adjacent Land Use:

The property is adjacent to two principal arterials: Wellesley Avenue and Haven Street. To the north, across the alley, is housing that is single family residential or apartments within converted single family residential structures. To the east of the site is a complex that has been boarded up for some years but was historically a nursing home facility. To the south is a church. To the west is a single family residence and on the lot directly west of that is a parking lot which historically served the doctor's office.

STA Bus Routes 27 and 33 service this site. Wellesley Avenue and Haven Street are designated as principal arterials at this location.

G. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan

III. FINDINGS OF FACT:



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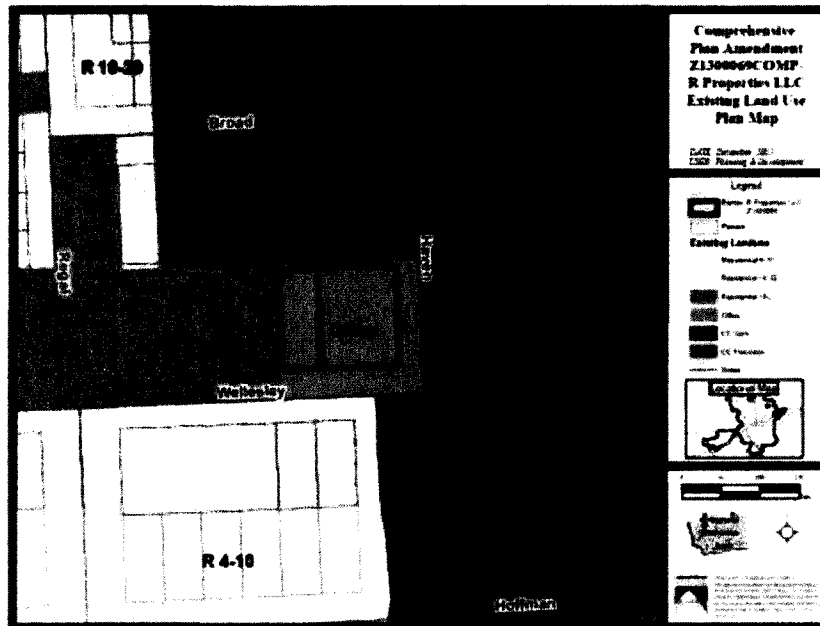
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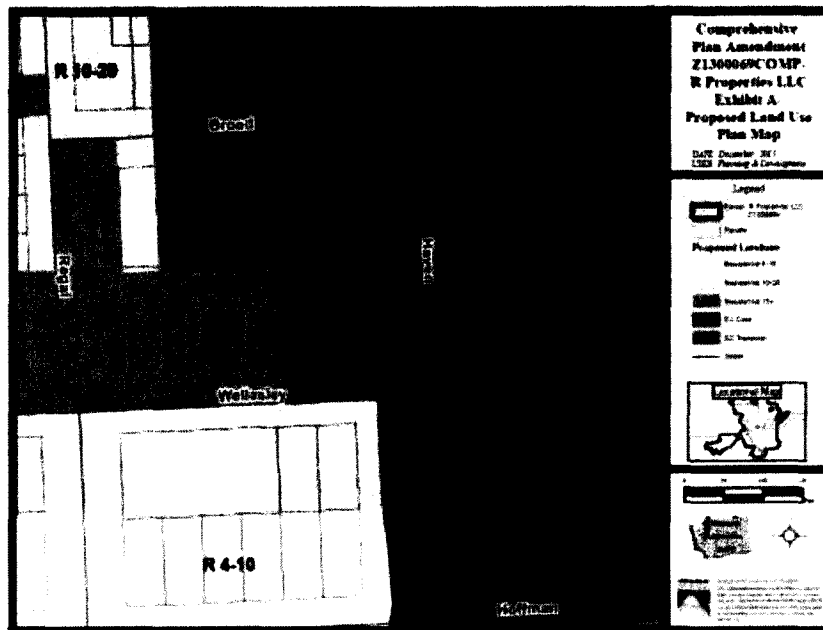
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parcels would be Centers & Corridors, Type 2 – District Center (CC2-DC). No specific plans for the development of the property have been presented. Subsequent development of the site would be allowed in subject to all relevant provisions of the City's unified development code.

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D. Proposed Land Use Plan Map



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STA Bus Routes 27 and 33 service this site. Wellesley Avenue and Haven Street are designated as principal arterials at this location.

G. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan

Amendment Procedures.**H. Procedural Requirements:**

- Application was submitted on October 30, 2013 and Certified Complete on November 26, 2013;
- Applicant was provided Notice of Application on April 3, 2013;
- Notice of Application was posted, published, and mailed on April 14, 2014, which began a 60 day public comment period. The comment period ended June 12, 2014;
- The applicant made a presentation regarding the proposal to the Hillyard Neighborhood Council on May 21, 2013;
- A SEPA Determination of Non Significance was issued on June 23, 2014;
- Notice of Public Hearing was posted and mailed by June 24, 2014;
- Notice of Public Hearing was published on June 25, 2014 and July 2, 2014;
- Hearing Date is scheduled with the Plan Commission for July 9, 2014.

IV. DEPARTMENT REPORTS and PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department comments are included in the file. No substantive comments were received on this proposal.

As of the date of the staff report, no written public comment had been received regarding this proposal. If public comment is received, it will be included in the packets forwarded to the Plan Commission and/or City Council.

V. CONCLUSIONS

SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, in evaluating proposal to amend the comprehensive plan. The following is a list of those considerations followed by staff analysis relative each.

A. Regulatory Changes.

Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Relevant facts: The proposal is being considered and processed in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA) and the Spokane Municipal Code. There are no known recent state, federal or local legislative actions with which the proposal would be in conflict. Staff concludes this criterion is met.

B. GMA.

The change must be consistent with the goals and purposes of the state Growth

Management Act.

Relevant facts: The “Legislative findings” included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the “Legislative findings” follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act contains 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”). The two goals that are most directly related to the land use element state:

- ♦ *Urban growth. “Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.”*
- ♦ *Reduce sprawl. “Reduce the inappropriate conversion of undeveloped land into sprawling, low density development.”*

Based on the evaluation provided elsewhere in this report, staff concludes that the application is consistent with these and the rest of the GMA Planning goals and the overall purpose of the Growth Management Act.

C. Financing.

In keeping with the GMA’s requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Relevant facts: This proposal has been reviewed by city departments responsible for providing public services and facilities. No comments have been made to indicate that this proposal creates issues with any public services and facilities.

Staff concludes that this criterion is met.

D. Funding Shortfall.

If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Relevant facts: Staff has concluded that this criterion is not applicable to this proposal. There are no funding shortfall implications.

E. Internal Consistency.

The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Relevant facts: The proposal does not result in the need for other amendments to the Comprehensive Plan amendments or development regulations.

The applicant provided a discussion of the applicable Goals and Policies from the Comprehensive Plan which supports their request for the Land Use Plan Map Amendment. Staff has reviewed and concurs with the analysis prepared by the applicant. Goals and Policies from the City of Spokane Comprehensive Plan:

Goal “LU 3 Efficient Land Use” Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

Policy “LU 3.2 Centers and Corridors” states: *Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused.*

The discussion for policy LU 3.2 is lengthy but suggests that centers should be designated for those areas which can encourage and support the intensity and diversity of land uses which are needed to provide the surrounding neighborhoods with daily goods and services as well to provide opportunities for higher density housing and amenities which support a walkable, multimodal environment. To accommodate growth, centers must include not only areas of existing higher intensity commercial and mixed use, but also areas for infill and redevelopment. It is also noted that this proposal is to increase the CC2-DC zoning by 19,050 square feet (.44 acres) is a minimal increase. The existing Market Street Corridor is significant with approximately 28 acres in CC2-DC zoning.

As a site near the Market Street Corridor with available infrastructure capacity and its ability to be developed with minimal disruption to existing uses in the area, the proposal is consistent with this policy. It is significant that this site is on two principal arterials and adjacent (approximately two blocks) from the proposed North Spokane Corridor interchange and is likely to support a higher intensity of land use than its current Office zoning allows.

Thus staff finds that by changing the land use plan map designation from Office to Center & Corridor Core, the range of potential uses of the site will be expanded and the property can be developed with a new use helping to contribute to the mix of uses in the corridor rather than remaining an unproductive gravel lot.

Staff concludes that this criterion is met.

F. Regional Consistency.

All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Relevant facts: This amendment will not impact regional consistency.

G. Cumulative Effect.

All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

i. Land Use Impacts.

In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.

ii. Grouping.

Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Relevant facts: This application is being reviewed as part of the annual cycle of comprehensive plan amendments. This site is located adjacent to an area already designated CC Core as part of the North Market Street Corridor and with street designations on E Wellesley Avenue as principal arterial and N Haven Street as principal arterial. As such, the inclusion of this property into a Center & Corridor designation is a minimal addition which is a minor expansion of the existing corridor district boundaries. With the location being at the intersection of two principal arterials with a further planned interchange of the North South Corridor occurring within two blocks of this site, there are no indications that there will be adverse impacts by this action; the area has a high transportation capacity.

Staff concludes that this criterion is met.

H. SEPA.

SEPA review must be completed on all amendment proposals.

1. Grouping.

When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.

2. DS.

If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the

required environmental impact statement (EIS).

Relevant facts: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, a review of other information available to the Director of Planning Services, and in recognition of the mitigation measures that will be required by State and local development regulations at the time of development, a Determination of Non-Significance (DNS) was issued on June 23, 2014.

Staff concludes that this criterion is met.

I. Adequate Public Facilities.

The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Relevant facts: All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal and no agency or department offered comments suggesting the proposal would affect the City's ability to provide adequate public facilities to the property or surrounding area or consume public resources otherwise needed to support comprehensive plan implementation strategies. Any specific site development impacts can be addressed at time of obtaining a building permit, when actual site development is proposed. Staff concludes that this criterion is met.

J. UGA.

Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Relevant facts: The proposal does not involve amendment of the urban growth area boundary. This criterion is not applicable to this proposal.

K. Consistent Amendments.

1. Policy Adjustments.

Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:

- a. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;

- b. the capacity to provide adequate services is diminished or increased;
- c. land availability to meet demand is reduced;
- d. population or employment growth is significantly different than the plan's assumptions;
- e. plan objectives are not being met as specified;
- f. the effect of the plan on land values and affordable housing is contrary to plan goals;
- g. transportation and/or other capital improvements are not being made as expected;
- h. a question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Relevant facts: This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment. This criterion is not applicable to this proposal.

2. Map Changes.

Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Relevant facts:

Relevant Comprehensive Plan policies are addressed in Criterion E above.

Staff concludes that the proposed amendment is compatible with neighboring land uses and is consistent with the Comprehensive Plan.

- b. The map amendment or site is suitable for the proposed designation;

Relevant facts: This property is a relatively flat and level site located on Wellesley Avenue and Haven Street very near the proposed future interchange on Wellesley and the North Spokane Corridor. It has sufficient area and dimension so that it can easily be developed in accordance with the standards of the CC2-DC zone which will be applied to the property without negatively impacting adjacent or nearby uses and is directly served by STA Route 27 and Route 33. Staff finds that it is a suitable site.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Relevant facts: Staff finds that the proposed amendment is consistent with the Comprehensive Plan policies.

Staff concludes that this amendment and staff recommendations would implement the Comprehensive Plan better than the current land use plan designation.

3. Rezones, Land Use Plan Map Amendment.

Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Relevant facts: The applicant has requested a corresponding change in the zoning classification to occur if the change to *Centers & Corridors Core* (CC Core) Land Use Plan Map designation is made. The applicant has requested CC2-DC zoning which matches the adjacent zoning designation to the east. This zoning category is commonly used to implement the centers and corridors designation and an appropriate classification for the Centers & Corridors Core designation as recommended by staff. The CC2-DC zoning designation has development standards set in unified development code, Spokane Municipal Code section 17C.122.

L. Inconsistent Amendments.

1. Review Cycle.

Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. the capacity to provide adequate services is diminished or increased;
- d. land availability to meet demand is reduced;
- e. population or employment growth is significantly different than the plan's assumptions;
- f. transportation and/or other capital improvements are not being made as expected;
- g. conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. assumptions upon which the plan is based are found to be invalid; or

- i. sufficient change or lack of change in circumstances dictates the need for such consideration.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

3. Overall Consistency.

If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Relevant facts: This is not an inconsistent Comprehensive Plan Land Use Map Plan amendment request.

VI. RECOMMENDATIONS

STAFF CONCLUSION: For reasons outlined within this report, staff recommends that this Comprehensive Plan Land Use Map Amendment request be approved with the property designated be changed to "Center & Corridor Core" and that the zoning classification of the property be changed to Center and Corridor Type 2 District Center (CC2-DC).

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

10/06/2014

Date Rec'd

9/24/2014

Clerk's File #

FIN 2014-0001

Renews #**Submitting Dept**

FINANCE

Cross Ref #**Contact Name/Phone**

TIM DUNIVANT 625-6845

Project #**Contact E-Mail**

TDUNIVANT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Report Item

Requisition #**Agenda Item Name**

0410 - SET BUDGET HEARINGS

Agenda Wording

Setting the hearings for review of the 2015 Proposed Budget beginning Monday, October 27, 2014 and continuing thereafter at the regular council meetings and concluding on November 10, 2014.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the proposed 2015 budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each of the budget hearings. The scheduled hearing dates are October 27, November 3, and November 10. The City Council may continue the hearings up to the 25th calendar day prior to the beginning of the next fiscal year (December 6th).

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

DUNIVANT, TIMOTHY

Study Session**Division Director**

DUNIVANT, TIMOTHY

Other

None

Finance

DOLAN, PAM

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For the Mayor

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Additional Approvals**Purchasing**