

CITY OF SPOKANE



NOTICE

**REGARDING CITY COUNCIL MEETINGS**

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

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the December 12, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

**WebEx call in information for the week of December 12, 2022:**

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

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

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2498 609 7885; password: 0320

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

**To participate in public comment (including Open Forum):**

Testimony sign up is open from 5:00-6:00 p.m. on Monday, December 12, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

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

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

**Rule 2.2 OPEN FORUM**

- A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.



- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
  - 1. Following an assessment by the chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the

presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.

- e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
  - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the chair may grant the same procedural and time allowances to each group or groups, as stated previously.
  4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.<sup>1</sup>

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

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 12, 2022

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER JONATHAN BINGLE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER BETSY WILKERSON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER ZACK ZAPPONE**

**CITY COUNCIL CHAMBERS  
CITY HALL**

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

## **LAND ACKNOWLEDGEMENT**

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

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

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

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

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

## BRIEFING AND LEGISLATIVE SESSIONS

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

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

### ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

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

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

## **BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)  
(No Public Testimony Taken)

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

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

**APPROVAL BY MOTION OF THE ADVANCE AGENDA**

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

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## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**COUNCIL AND COMMITTEE REPORTS**

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

**PROCLAMATIONS AND SALUTATIONS**

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

**ANNOUNCEMENTS**

(Announcements Regarding Adjustments to the City Council Agenda)

# BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

## APPOINTMENTS

## RECOMMENDATION

Spokane Public Library Board: One Appointment	Approve	CPR 1981-0400
Salary Review Commission: One Reappointment	Approve	CPR 2007-0040

## ADMINISTRATIVE REPORTS

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# CONSENT AGENDA

## REPORTS, CONTRACTS AND CLAIMS

## RECOMMENDATION

1. Purchase from Action Target (Provo, UT) of a fixed target turning system and installation for the Spokane Police Department firing range utilizing GSA cooperative contract GS-07-0482Y—\$153,472. (Council Sponsor: Council Member Stratton) <b>Jacqui MacConnell</b>	Approve	OPR 2022-0891
2. Pipe Preorders in support of the Marshall Road Transmission Phase 1 project with:	Approve All	RFQ 5753-22 ENG 2018106
a. Consolidated Supply (Spokane Valley, WA)—\$62,736.55		OPR 2022-0892
b. H.D. Fowler (Spokane Valley, WA)—\$156,921.56		OPR 2022-0893
c. Core and Main (Spokane Valley, WA)—\$1,751,355.90 (Council Sponsor: Council Member Kinnear) <b>Dan Buller</b>		OPR 2022-0894
3. Pipe Preorder with Core and Main (Spokane Valley, WA) in support of the SIA Transmission Line Crossing under I-90 project—\$1,029,050.45. (Council Sponsor: Council Member Kinnear) <b>Dan Buller</b>	Approve	OPR 2022-0895 ENG 2018107 RFQ 5753-22
4. Value Blanket Orders, to approve purchases without bringing each purchase over the City purchase limit to City Council for approval, with:	Approve All	
a. CDW Government (Vernon Hills, IL) for technology equipment (hardware and software) for various departments—\$120,000 (plus tax).		OPR 2022-0896



- b. Software House International, Inc. (Somerset, NJ) for software products including professional services, maintenance and support subscriptions/upgrades—\$650,000 (plus tax).  
 (Council Sponsor: Council Member Cathcart)  
**Michael Sloan** OPR 2022-0897
- 5. Purchase from Traffic Safety Supply Company (Portland, OR) of perforated square steel tubing for the Street Department—\$90,000. (Council Sponsor: Council Member Kinnear)  
**Clint Harris** Approve OPR 2022-0898
- 6. Purchase from Salt Distributors, Inc. (Spokane Valley, WA) of road salt for the Street Department utilizing Washington State Contract No. 11021—\$140,000. (Council Sponsor: Council Member Kinnear)  
**Clint Harris** Approve OPR 2022-0899
- 7. Value Blanket Renewals 1 of 4 for January 1, 2023, through December 31, 2023, for the Waste to Energy Facility with:

  - a. Cabot Norit Activated Carbon (Marshall, TX) for the purchase of activated carbon—annual cost not to exceed \$105,000 (plus tax). OPR 2022-0007  
RFQ 5541-21
  - b. National Filter Media (Olive Branch, MS) for the purchase of fabric filter bags—not to exceed \$150,000 (incl. tax and delivery). OPR 2020-0786  
RFQ 5426-20  
 (Council Sponsor: Council Member Kinnear)  
**David Paine**
- 8. Value Blankets for December 15, 2022, through December 14, 2023, for the Waste to Energy Facility with:

  - a. Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives—annual cost not to exceed \$70,100 (plus tax). OPR 2022-0900  
RFQ 5760-22
  - b. Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for the purchase of superheater tube panels—\$1,663,596.15 (incl. tax and delivery). OPR 2022-0901  
ITB 5754-22  
 (Council Sponsor: Council Member Kinnear)  
**David Paine**
- 9. Contract Renewal 1 of 4 with Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus (Spokane Valley, WA), for the off-site rebuild of hydraulic and pneumatic cylinders at the Waste to Energy Facility from January 1, 2023, through December 31, 2023—not to exceed \$100,000 (incl. tax). (Council Sponsor: Council Member Kinnear) **David Paine** Approve OPR 2021-0786  
IRFP 5525-21

- |  |                |                                       |
|--|----------------|---------------------------------------|
| <p>10. <b>Contract Renewal 3 of 4 with Eurofins Environment Testing, LLC (Spokane Valley, WA), for analytical testing services at the Waste to Energy Facility from November 1, 2022, through October 31, 2023—annual cost not to exceed \$35,000 (incl. tax). (Council Sponsor: Council Member Kinnear)</b><br/> <b>David Paine</b></p>             | <p>Approve</p> | <p>OPR 2019-0983<br/>IRFP 5152-19</p> |
| <p>11. <b>Revenue Contract Renewal/Amendment 3 of 4 with American Recycling Corp. (Spokane Valley, WA) for the sale of the Waste to Energy Facility’s metals and scrap metals from January 1, 2023, through December 31, 2023—anticipated revenue approximately \$300,000. (Council Sponsor: Council Member Kinnear)</b><br/> <b>David Paine</b></p> | <p>Approve</p> | <p>OPR 2019-1093<br/>RFP 5176-19</p>  |
| <p>12. <b>Contract Amendment with cost with United Rentals (Stamford, CT) for tank rentals at the Waste to Energy Facility from August 1, 2022, through July 31, 2023—additional \$80,000. Total contract cost: \$100,000 (incl. tax). (Council Sponsor: Council Member Kinnear)</b><br/> <b>David Paine</b></p>                                     | <p>Approve</p> | <p>OPR 2018-0687<br/>WTE 18-023</p>   |
| <p>13. <b>Purchase from Western Peterbilt (Liberty Lake, WA) of Peterbilt 520 Chain &amp; Hook Roll Off vehicle for the Solid Waste Collections Department utilizing Sourcewell Contract #060920-PMC—\$433,549.12 (incl. tax). (Council Sponsor: Council Member Stratton)</b><br/> <b>Rick Giddings</b></p>  | <p>Approve</p> | <p>OPR 2022-0499</p>                  |
| <p>14. <b>Five-year Value Blanket with Pomp’s Tire Service (Spokane) as a secondary source for the purchase of miscellaneous tires for City vehicles utilizing Washington State Contract No. 0519—estimated annual amount \$150,000. (Council Sponsor: Council President Beggs)</b><br/> <b>Rick Giddings</b></p>                                    | <p>Approve</p> | <p>OPR 2022-0902</p>                  |
| <p>15. <b>Master Contract with Pomp’s Tire Service (Spokane) as a secondary source for tire-related services for City vehicles through March 31, 2024, utilizing Washington State Contract No. 00519—estimated annual amount \$150,000. (Council Sponsor: Council President Beggs)</b><br/> <b>Rick Giddings</b></p>                                 | <p>Approve</p> | <p>OPR 2022-0903</p>                  |
| <p>16. <b>Contract Renewal 3 of 4 with Wingfoot Commercial Tire Systems, LLC (Spokane Valley, WA) for tire-related services for all City vehicles from October 1, 2022, through September 30, 2023, utilizing Washington State Contract 00519—\$150,000. (Council Sponsor: Council Member Wilkerson)</b><br/> <b>Rick Giddings</b></p>               | <p>Approve</p> | <p>OPR 2019-0855</p>                  |
| <p>17. <b>Public Works Agreement with McClintock &amp; Turk, Inc. (Spokane) for the Riverside Park Water Reclamation</b></p>   | <p>Approve</p> | <p>OPR 2022-0904</p>                  |

Facility Membrane Pilot Room Feed Pump Installation project from November 1, 2022, through June 23, 2023—\$71,624 (plus applicable bonds and taxes). (Council Sponsor: Council Member Kinnear)

**Fred Brown**

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|---------------------|--|------------------------------|------------------------------|
| 18.                 | Supplemental Agreement with Local 270, AFSCME to allow non-Local 270 police employees to perform call processing duties at Police Dispatch during the transition of duties from SREC to the Spokane Police Department. (Council Sponsors: Council President Beggs and Council Member Stratton)                               | Approve                      | OPR 2022-0505                |
| <b>Mike Piccolo</b> |  |                              |                              |
| 19.                 | Purchase and Sale Agreement with Redband Development, LLC, for the purchase of the surplus property at 2912 E. Wabash Avenue (acquired through the Spokane County tax foreclosure process)—\$50,000 Revenue. (Council Sponsor: Council Member Stratton)  | Approve                      | OPR 2022-0905                |
| <b>Dave Steele</b>  |  |                              |                              |
| 20.                 | Five-year Contract Amendment/Extension with Barr-Tech, LLC (Sprague, WA) for transporting, processing, and composting organics for the Solid Waste Collections Department from January 1, 2023, through December 31, 2027—estimated annual expenditure for first year \$1,950,000. (Council Sponsor: Council Member Kinnear) | Approve                      | OPR 2018-0158<br>BID 4420-17 |
| <b>Chris Averyt</b> |  |                              |                              |
| 21.                 | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.                                      | Approve & Authorize Payments | CPR 2022-0002                |
| 22.                 | City Council Meeting Minutes: _____, 2022.   | Approve All                  | CPR 2022-0013                |

**ACTION ON CONSENT AGENDA**

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## **LEGISLATIVE AGENDA**

### **SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it

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

- ORD C36341**      **American Rescue Plan Fund**  
1) Increase the appropriation by \$3,700,000.  
A) Of the increased appropriation, \$3,700,000 is provided solely for uniformed overtime in the Fire department.
- (This action arises from the need to pay Fire uniformed overtime while understaffed.) (Council Sponsors: Council President Beggs and Council Members Wilkerson and Zappone)  
**Council President Beggs**
- ORD C36342**      **American Rescue Plan Fund**  
1) Increase the appropriation by \$2,500,000.  
A) Of the increased appropriation, \$2,500,000 is provided solely for uniformed overtime in the Police department.
- (This action arises from the need to pay Police uniformed overtime while understaffed.) (Council Sponsors: Council President Beggs and Council Members Wilkerson and Zappone)  
**Council President Beggs**
- ORD C36343**      **General Obligation Bond Redemption Fund**  
1) Increase the appropriation by \$663,628.  
A) Of the increased appropriation, \$663,128 is provided solely for interest expenses on debt that are anticipated to exceed budgeted amounts.  
B) Of the increased appropriation, \$500 is provided solely for interest expenses on taxpayer refunds that are anticipated to exceed budgeted amounts.  
C) The increased appropriation is funded by the General Obligation Bond Redemption Fund's unappropriated fund balance.
- (This action arises from the need to adjust appropriation authority in the General Obligation Bond Redemption Fund.) (Council Sponsors: Council Members Wilkerson and Bingle)  
**Jacob Miller**
- ORD C36344**      **Office of Performance Management Fund**  
1) Decrease the appropriation for a Senior Project Manager position by \$31,000.  
2) Decrease the appropriation for a Continuous Improvement Analyst position by \$31,000.  
3) Increase the appropriation for contractual services by \$62,000.  
(A) There is no change to the overall appropriation level in the Office of Performance Management Fund.
- (This action arises from the need for contractual support to meet project and service delivery commitments.) (Council Sponsors: Council President Beggs and Council Member Kinnear)  
**Dusty Fredrickson**

## **NO EMERGENCY ORDINANCES**

### **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0105      Reducing the speed limit on Cedar Road, from 45 miles per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits. (Council Sponsors: Council Members Kinnear and Stratton)  
**Clint Harris**
- RES 2022-0106      Regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees. (Council Sponsors: Council Members Kinnear and Bingle)  
**Raylene Gennett**
- RES 2022-0107      Committing to a goal to achieve zero traffic fatalities and severe injuries among all road users (including people walking, biking, using transit, and driving). (Council Sponsors: Council President Beggs and Council Member Zappone)  
**Colin Quinn-Hurst**
- ORD C35237  
(As Amended)      Vacating the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way. (Council Sponsors: Council Members Bingle and Cathcart)  
**Eldon Brown**
- ORD C36308      Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Intermountain Infrastructure Group LLC., subject to certain conditions and duties as further provided. (First Reading held November 7, 2022) (Council Sponsors: Council President Beggs and Council Member Kinnear)  
**Timothy Szambelan**
- ORD C36340      Relating to the executive and administrative organization of the City; amending SMC sections 3.01A.253 and 3.01A.254. (Removes Code Enforcement Department from Development Services Center and Code Enforcement Department and combines it with Parking Services Department to create a new Code and Parking Services Department.) (Council Sponsors: Council President Beggs and Council Member Stratton)  
**Steve MacDonald**
- ORD C36345      Adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage. (Final Budget Hearing to be held on December 5, 2022) (Council Sponsors: Council President Beggs and Council Member Wilkerson)  
**Jessica Stratton**

**The following Final Reading Ordinance (ORD C36346) is pending suspension of the Council Rules to add as a First Reading Ordinance on the December 5, 2022, Agenda:**

**ORD C36346**      Establishing requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Wilkerson)  
**Council Member Cathcart**

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## **NO FIRST READING ORDINANCES**

---

## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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**Motion to Approve Advance Agenda for December 12, 2022**  
(per Council Rule 2.1.2)

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## **OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

## **ADJOURNMENT**

The December 12, 2022, Regular Legislative Session of the City Council is adjourned to December 19, 2022. (Note: The December 19, 2022, City Council meeting may be canceled.)

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## **NOTES**

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

12/12/2022

**Date Rec'd**

11/29/2022

**Clerk's File #**

CPR 1981-0400

**Renews #****Submitting Dept**

MAYOR

**Cross Ref #****Contact Name/Phone**

JESSICA KIRK 5097206262

**Project #****Contact E-Mail**

JKIRK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**Boards and Commissions  
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT TO SPOKANE PUBLIC LIBRARY BOARD

**Agenda Wording**

Gary A. Stokes Appointment for the Spokane Public Library Board, term: 1/1/2023 - 3/31/2027

**Summary (Background)**

Gary A. Stokes Appointment for the Spokane Public Library Board term: 1/1/2023 - 3/31/2027

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

KIRK, JESSICA

**Study Session\Other****Division Director****Council Sponsor****Finance****Distribution List****Legal**

jkirk@spokanecity.org

**For the Mayor**

PERKINS, JOHNNIE

achanse@spokanecity.org

**Additional Approvals****Purchasing**





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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	CPR 2007-0040
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	JESSICA KIRK 5097206262
<b>Contact E-Mail</b>	JKIRK@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 REAPPOINTMENT TO SALARY REVIEW COMMISSION

**Agenda Wording**  
Carl Reed Jessen 0520 Reappointment to Salary Review Commission term: 1/1/2023-12/31/2026

**Summary (Background)**  
Carl Reed Jessen 0520 Reappointment to Salary Review Commission term: 1/1/2023-12/31/2026

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	KIRK, JESSICA	<b>Study Session\Other</b>	
<b>Division Director</b>		<b>Council Sponsor</b>	
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		jkirk@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	mpiccolo@spokanecity.org	
<b>Additional Approvals</b>		sfaggiano@spokanecity.org	
<b>Purchasing</b>			



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

<b>Date Rec'd</b>	11/28/2022
<b>Clerk's File #</b>	OPR 2022-0891
<b>Renews #</b>	
<b>Cross Ref #</b>	ORD C36234
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	BT

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	JACQUI 625-4109 MACCONNELL
<b>Contact E-Mail</b>	JMACCONNELL@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	0680 TARGET TURNING SYSTEM

**Agenda Wording**

Seeking approval to make a purchase without contract with Action Target for target turning system for the Spokane Police Department

**Summary (Background)**

The Spokane Police Department would like to make a purchase without contract with Action Target Inc utilizing GSA cooperative contract GS-07-0482Y, for the purchase and installation of a fixed target turning system for the SPD firing range. Funding previously approved via ORD C36234.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense	\$ \$150,000.00
Expense	\$ \$ 3,472.00
Select	\$
Select	\$

**Budget Account**

#	1620-99138-94000-56401-99999
#	0680-11480-94000-56401-99999
#	
#	

**Approvals**

<b>Dept Head</b>	OLSEN, ERIC
<b>Division Director</b>	LUNDGREN, JUSTIN
<b>Finance</b>	SCHMITT, KEVIN
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	Urban Experience 11/14/22
<b>Council Sponsor</b>	Stratton
<b>Distribution List</b>	spdfinance@spokanepolice.org

**Additional Approvals**

<b>Purchasing</b>	

## Committee Agenda Sheet

### Urban Experience

<b>Submitting Department</b>	Spokane Police Department
<b>Contact Name &amp; Phone</b>	Jacqui MacConnell 625-4109
<b>Contact Email</b>	jmacconnell@spokanepolice.org
<b>Council Sponsor(s)</b>	Councilmember Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract w/ Action Target for target turning system
<b>Summary (Background)</b>	<p>Contract between the Spokane Police Department and Action Target Inc. for the purchase and installation of a fixed turning target system at the SPD firing range.</p> <p>Pricing is based on GSA contract number GS-07F-0482Y and funding was approved via ORD C36234.</p>
<b>Proposed Council Action &amp; Date:</b>	Contract approval Nov. 28th
<p><b>Fiscal Impact:</b>            Total Cost: <u>\$153,472</u>            Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring            Specify funding source: \$150k from State legislative reform funding. Balance due from SPD operating budget.</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

# ACTION TARGET PROPOSAL

## Spokane Police

Quotation Number: 137413

Prepared by: Scott DeSanti



3411 Mountain Vista Pkwy, Provo Ut 84606  
ActionTarget.com | 888.377.8033

# PRICING

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(30) Fixed Turning Target Stand with Lights	\$140,800.00
<ul style="list-style-type: none"><li>Reliable and low maintenance Electric Turning Target with on-board lighting</li><li>Quiet Turning to prevent shooters from anticipating turning</li><li>360 degree turning capability for shoot/no shoot scenarios</li><li>Full length AR500 ballistic shields included</li><li>(1) Wireless downrange tablet controls with Touch Screen</li><li>(1) Master control tablet with touch screen</li></ul>	
<b>Installation and Shipping</b>	
Includes Field Support Installation - Customer to provide (2) skilled workers to assist ATI Foreman on the install. Estimated (9) days.	
<ul style="list-style-type: none"><li>Assumes forklift access to range</li><li>Access to range requires verification</li><li>Includes Shipping to destination</li></ul>	
<hr/>	
Trusted Partner 3 Year Warranty	\$0.00
<ul style="list-style-type: none"><li>Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects.</li></ul>	
 * See below for detail	
<hr/>	
Sales Tax	\$12,672.00
<hr/>	
<b>Total</b>	<b>\$153,472.00</b>

# TERMS & CONDITIONS

Action Target Inc. may be referred to as "Action Target" or "ATI" throughout this proposal.

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**PROPOSAL DATE** 10-26-2022

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**PROPOSAL VALIDITY** 30 days from 10-26-2022

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**PAYMENT TERMS**

1. PO with Milestones
2. ATI reserves the right to adjust installation costs based upon the actual site conditions encountered.
3. Unless explicitly itemized, price does not include bonds, fees, assessments, licenses, permits, mandatory wage requirements, other regulatory costs that may be applicable to the job site, or anything else not expressly identified in this proposal.
4. Price applies to range equipment and systems only. It does not include site preparation, construction, trusses/baffle supports, electrical, conduit, or any other work not directly contained in ATI's scope of work.

---

**SHIPPING TERMS**

1. FOB destination: prepaid.
2. Shipping costs are estimates and subject to change; actual shipping costs will be subject to availability and rates at time of purchase.

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**DELIVERY & INSTALLATION TERMS**

1. Manufacturing shall take no fewer than 14 weeks
2. Factory Certified Installesimated 9-days.
3. Installation cost is based upon having forklift and scissor lift access. If forklift and scissor lift access is not available, the installation cost will increase.

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**ACTION TARGET RESPONSIBILITIES**

1. Consultation and recommendation of optimal range design.
2. Design of ranges for complete ballistic containment.
3. Procurement, engineering, cutting and painting of ballistic steel plate.
4. Manufacture of targets and control systems.
5. Provision of sound attenuation material as called out on ATI drawings.
6. Design, engineering, and supply of HVAC systems provided by ATI. (if applicable to this project)

---

**CUSTOMER  
RESPONSIBILITIES**

1. Buyer to verify the ceiling structure within the range is capable of containing any errant type secondary bullet impacts.
  2. All conduit, A.C. wiring, A.C. electrical connections, lighting, and any duct work is specifically excluded from this proposal and scope of work. If conflict with HVAC, plumbing or electrical equipment occurs, it will be the owner's / contractor's responsibility to resolve issues in a timely manner. Any delays from these may require a change order for additional install time.
  3. Engineered stamped drawings for all hanging points, seismic engineering/components and/or ATI provided equipment.
  4. Permits, licenses, special insurance requirements, bonds (when applicable), regulatory costs, or any other special fees unknown at this time.
  5. Concrete work including slabs, footings, and walls, floor trenching and wall notching (if applicable).
  6. Structural work of any kind, including structural supports, canopies, etc.
  7. Engineering of ceiling or roof structures, trusses, beams cross-members, columns or pillars to accommodate baffle, trap, target systems, lighting and HVAC equipment weight loads. Weights and load points will be provided in ATI drawings for utilization by the general contractor, engineer or architect.
  8. Drop ceiling behind the safety ceiling at the firing line or other light fixtures in this area.
  9. Temporary lighting and power (including 3 phase, if necessary).
  10. Supplying of electrical services, electrical outlets, conduit(s), junction boxes, disconnects, stub-outs and lighting of any kind.
  11. 120-volt power to the control panel, control conduits, and dedicated analog phone line to DDC panel, labor to assist ATI's control technician with pulling in all necessary low voltage cable (all control conduits are required to have pull strings installed prior to arrival of ATI's start-up technician), labor and hardware to install DDC control panels in the building and on the roof, dedicated 120-volt circuit to the control pipe and wire for the evaporative cooler section fill and drain valves.
  12. Power and disconnect switches to all equipment per local code and manufacturer's requirements on the equipment, VFDs for the electrical contractor to mount and wire (ATI will only supply low voltage wire connections).
  13. Range lighting controls and wiring. (unless specifically called out in quote)
  14. Gas, water, and drain piping to the ventilation equipment set by ATI;
  15. Cutting, coring, sealing and/or patching of any wall surfaces, roof surfaces, and or concrete (if applicable).
  16. Additional fees related to "customization" of product or work otherwise identified as "custom".
  17. Action Target MUST have temporary internet access at the facility to program HVAC controls. HVAC maintenance personnel must be present for commissioning to learn troubleshooting for post sign-off.
  18. Any other work, materials or equipment that is not expressly included in the ATI Work.
  19. Disposal of construction waste.
  20. Wash area and restroom facilities.
-



**HVAC  
CONDITIONS**

Once the HVAC Equipment Payment is received by ATI, ATI will (i) place an order for the HVAC Equipment supplier, which will begin the Scope of Work Project Schedule time for the HVAC Equipment manufacturing lead time and (ii) ATI will update the pricing of the HVAC Equipment. If the Pricing for the HVAC Equipment has incurred increases from the supplier to ATI, Customer agrees to pay ATI for the difference in the HVAC Equipment pricing, estimated to be between 2% and 5% per month. If any changes to scope, design or layout are requested by the Customer which require a change to be made to the HVAC Equipment ordered after the receipt of the HVAC Equipment, Customer agrees to pay ATI for any increased costs incurred from such changes. If drawings are not approved within 5 months of a signed contract Customer agrees to Pay ATI difference in the HVAC Equipment pricing, estimated to be between 2% and 5% per month.

---

**CONFIDENTIALITY  
COPYRIGHT &  
REPRODUCTION**

This proposal is submitted by Action Target Inc. Any and all information, drawings, specifications and other design documents contained herein is the property of Action Target Inc. and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

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**TERMS &  
CONDITIONS  
CLAUSE**

This is a summary of standard Action Target Inc. Terms and Conditions. Action Target Inc. reserves the right to change, modify or add to these Terms and Conditions in the final customer contract.

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# MEET YOUR ACTION TARGET TEAM

Action Target's approach to projects as such is to form cross-functional teams to ensure a timeliness and accuracy from the bidding phase through delivery and warranty. The primary team responsible for the production, delivery, and installation of your range is as follows:



**SCOTT DESANTI, RANGE  
CONSULTANT - [scottd@actiontarget.com](mailto:scottd@actiontarget.com)**

Scott is Action Target's range consultant for the Northwestern United States. He assists the team by evaluating shooting range needs and providing detailed building requirements, range drawings, and precise budgets for range equipment. With 30 years of experience in sales and management, Scott has been a strong asset to Action Target since he joined the company in 2011.

**Notable range projects:** Altoona PD, Spokane PD, Portland PD, Seattle PD, Sioux Falls PD, Council Bluffs PD. Calgary Police, Vancouver Tactical Training Center, Idaho National Lab, Hanford DOE, Washington County Public Safety, RCMP Western Regional Training Center, RCMP Regina Academy.

# TRUSTED PARTNER WARRANTY™

## 3-YEAR COMPREHENSIVE COVERAGE

Action Target's 3-year Trusted Partner Warranty is peace of mind for gun ranges. It is uninterrupted training for those that serve. It is a resounding pledge from Action Target to its customer's success as the Trusted Partner at Every Level™.

### Our Promise

The comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing to product defects.

## CORE PRODUCTS COVERED

- Genesis™ Target Retriever
- Pilot™ Target Retriever
- SmartRange Axis™ Range control
- DRM Pro™
- Shooting Stalls
- Rubber Berm Trap
- Vortex™ Steel Trap
- Baffles and Deflectors
- Turning targets
- Auto Targets™
- MATCH™
- TAC House™
- Line of Fire™

### LEARN MORE

[ActionTarget.com/TrustedPartnerWarranty](https://ActionTarget.com/TrustedPartnerWarranty)





# FIXED TURNING TARGET STAND

## VERSATILE TRAINING SYSTEM

The Fixed Turning Target Stand is an ideal system for tactical training and shoot/no shoot scenarios. This all-electric version is a quiet 360-degree target turning system, making it difficult for shooters to anticipate when the target will turn. This system may be used in the harshest conditions, including sub-zero temperatures. Additional options include multiple pedestal heights, on-board target lighting, and a ballistic clamp.

### 360° Turning

Targets can turn 90, 180, and 360 degrees in the blink of an eye.

### Ballistic

Front deflector is built from 3/8" AR500 steel to protect internal components.

### Rugged Clamp

The quick release clamp makes changing target backers easy and holds them securely, even in strong wind.

### On-Board Lighting

Optional lighting provides red, blue, and white strobes as well as three intensities of white.

### Extreme Weather

Functional in both indoor and outdoor conditions including sub-zero temperatures.

### Connected

Integrates with our range control software for advanced features and functionality.



### LEARN MORE

[ActionTarget.com/Fixed-Turning-Target-Stand](https://ActionTarget.com/Fixed-Turning-Target-Stand)

## FEATURES

- 360° Turning
- Ballistic AR500 Steel Deflector
- Connected to Range Control
- Rugged Quick Release Clamp
- Extreme Weather Rated
- On-Board Lighting
- Electrical
- Low Maintenance





# AFTERMARKET SERVICES

## TURNKEY CONVENIENCE, COMPLIANCE, AND SAFETY

Managing a range requires a lot of effort and attention to detail. Action Target eliminates much of that effort with our turnkey range solutions. From scheduled maintenance and cleanings to managing metals recycling and compliance documentation, Action Target's services streamline your operations.

### Recycling & Disposal Programs

#### Metals Recycling

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

- **Fast and Convenient Pickup**
- **Simple Brass and Lead Packaging**
- **Best in Class Payment Structure and Loyalty Bonus**
- **10% BONUS for Action Target equipment and services**

#### Range Waste Disposal

Genesis is connected to SmartRange Axis™ range control software through Action Target's cloud network. This allows Action Target to update content remotely, troubleshoot on the fly, and provide expedited customer support.

### Rubber Berm Trap Cleaning

#### Transparent pricing

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

#### Proprietary Process

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

#### Convenience

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

### Maintenance & Cleaning Programs

#### Range Visits

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

#### Range Cleaning

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

#### Range Maintenance

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

### Action Target Store



#### Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.



#### Target Backers

We stock a variety of backers to fit any target system.



#### Steel Targets

We offer a wide variety of innovative steel targets.



#### Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.



#### Firearm Storage and Cleaning

Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.



#### Range Cleaning Products

Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.



#### HVAC Filters

Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

### Customer Support

#### 24/7 Support

Action Target Customer Service is always on call and ready to help with warranty issues, replacement parts, and anything else you need to keep your range running at peak performance. We stand behind our work and we stand behind you.

#### Nation-Wide Representatives

Regionally-located customer service technicians provide fast industry-leading service in all states.

#### Remote Access

Many of our products are remotely-accessible, allowing our team to quickly troubleshoot and provide assistance. This speeds up the maintenance process, ensuring minimum downtime.

#### Inventory

We maintain a parts inventory to minimize service lead times. Additionally, our team works with you to ensure you have the necessary parts on-site to maximize the effectiveness of technician visits.

#### 3-year Warranty

We at Action Target stand behind our products with the industry's best warranty. Our 3 year trusted partner warranty is 3x the protection of industry-standard warranties and 3x the peace of mind for customers.



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0892
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2018106
<b>Bid #</b>	RFQ 5753-22
<b>Requisition #</b>	RE

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	0370 – PIPE PREORDER MARSHALL RD T-MAIN (2018106) CONSOLIDATED SUPPLY

**Agenda Wording**  
Pipe Preorder in support of the Marshall Road Transmission Main Phase 1 project with Consolidated Supply Co.

**Summary (Background)**  
Sealed bids were accepted through the City's electronic bidding portal on 11/21/22 to support the SIA Transmission Main Crossing under I-90 and the Marshall Road Transmission Main Projects. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. Items proposed for preorder are included as outlined in the bid tabulation.

Lease? NO	Grant related? NO	Public Works? YES
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense \$ 62,736.55		# 4250-42300-94340-56501-15771
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	BULLER, DAN	<b>Study Session\Other</b>	PIES 11/28/2022
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	KINNEAR
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	eraea@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<b>Additional Approvals</b>		ICM@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	ddaniels@spokanecity.org	

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	dbuller@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Marshall Rd Transmission Main
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support such development.</li> <li>• At present, a single transmission main (large diameter main) connects the city's sources of supply (wells) to the growing Hwy 195 residential corridor.</li> <li>• This project provides a second transmission main by way of a three phase 2.5 mile 30" diameter transmission main.</li> <li>• Phase 1 is within the mostly gravel Marshall Rd. and is planned for construction in 2023.</li> <li>• Phase 2 crosses multiple privately owned parcels as well as the railroad and is planned for either later 2023 or 2024.</li> <li>• Phase 3 is mostly within Cheney Spokane Rd. and is planned for construction in 2024.</li> <li>• This project is locally funded.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source      X One-time <input type="checkbox"/> Recurring	
Specify funding source: project funds (generally street or utility funds)	
Expense Occurrence    X One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
<p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	



N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

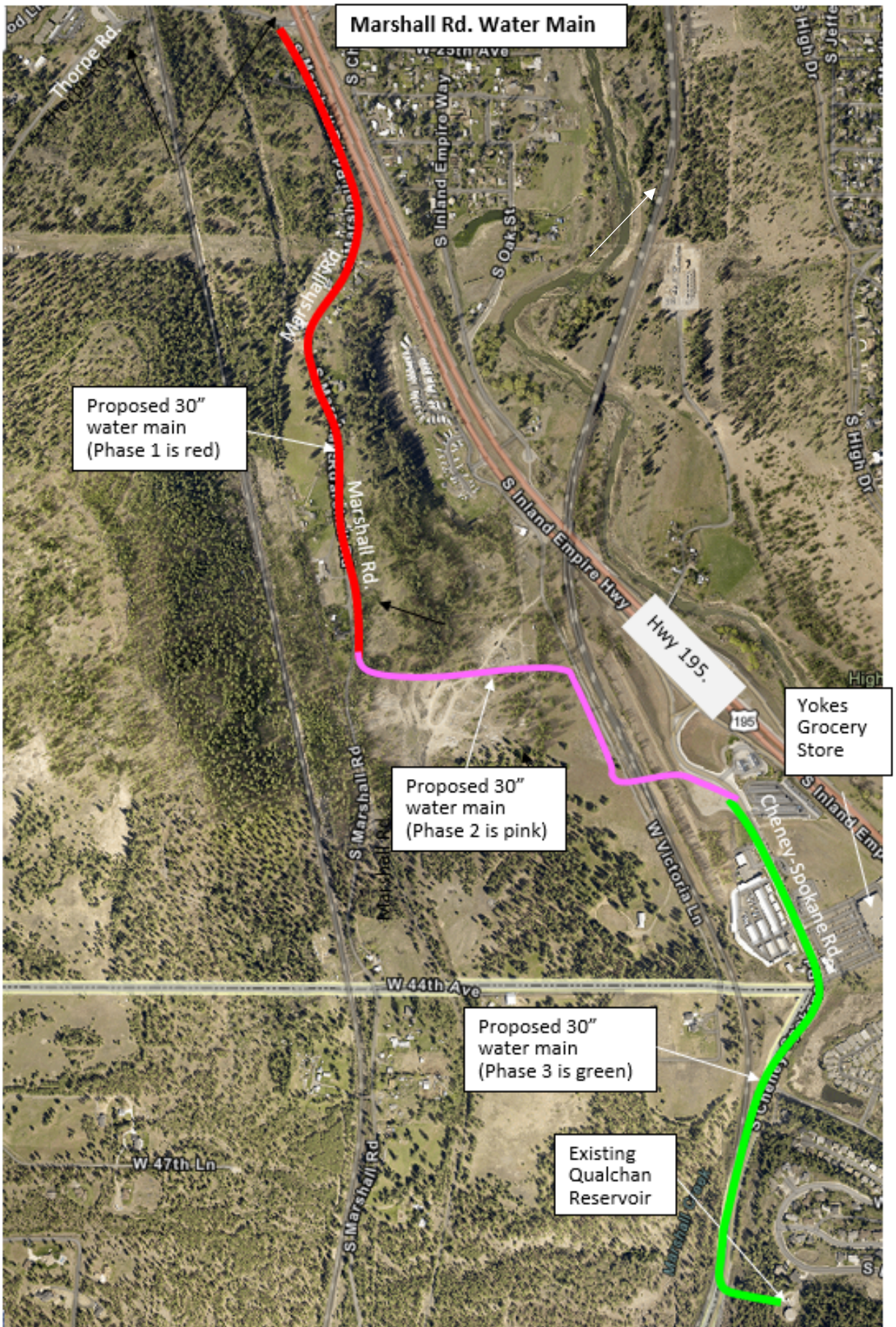
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location



## Bid Response Summary

**Bid Number** ITB 5753-22  
**Bid Title** SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings  
**Due Date** Monday, November 21, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Consolidated Supply Co.  
**Submitted By** Levi Martin - Monday, November 21, 2022 10:15:09 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 levi.martin@consolidatedsupply.com 509-891-9911

### Comments

### Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	ANDY WILSON 509-590-5580 LEVI MARTIN 509-891-9911
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in late November 2022. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I understand and I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. The items needing to be ordered are in the Pricing tab as well as in the Documents tab.	I understand and I agree
	2	The City of Spokane may award the products to multiple vendors based on size or product.	I understand and I agree
	3	The City of Spokane will adjust pipe quantities on the Purchase Order to meet standard pipe lengths.	I acknowledge and I understand



4	Upload the "Pre-Order Specifications" document in the "Documents" tab. This document will need to be printed and signed prior to uploading it. This document will need to be saved as one document as this system will only allow upload of one document. Signing and uploading this document means you have read and understood ALL the information on this document.	Signed Specs.pdf
Withdrawal of Bid		
1	Suppliers may withdraw Bids prior to the scheduled Bid due date and time. Unless otherwise specified, no Bids may be withdrawn for thirty (30) calendar days after the due date.	I understand and I agree
Use of American Iron and Steel - ONLY FOR SIA T-MAIN CROSSING I90 ITEMS		
1	This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.	I understand and I agree
2	The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.	I understand and I agree
3	Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.	I understand and I agree

Delivery			
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.		I understand and I agree
2	All product shall be ordered/delivered FOB: Destination to a City owned lot at the intersection of Queen & Myrtle although we reserve the right to change that location. Final delivery destination to be communicated at least three (3) weeks prior to delivery.		I understand and I agree
3	PARTIAL DELIVERIES ARE REQUIRED and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.		I understand and I agree
4	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained.		I understand and I agree
5	24-hour prior notice of delivery is required to Matthew Meek at (509) 625-7817.		I understand and I agree
Additional Items			
1	The City of Spokane reserves the right to purchase additional items at the quoted price for one (1) month from the "due date" of this ITB. Supplier agrees to sell at the same price, terms, and conditions for one (1) month from the "due date" of this ITB..		Yes
Payment Terms			
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.		I understand and I agree
Sales Tax			
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.		I understand and I agree
Business Registration Requirement			
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.		Understood and Agreed
2	Supplier's Business Registration No.		409023243



#1	DI Pipe 6" Dia (Restrained)	Base	LF	30.00	\$28.23	\$846.90	US PIPE 6" CL50 WITH FIELD LOK GASKETS
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63.00	\$56.69	\$3,571.47	US PIPE 12" CL350 WITH FIELD LOK GASKETS
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$284.56	\$443,913.60	US PIPE 30" CL250
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$396.10	\$690,798.40	US PIPE 30" CL250 HDSS - HDSS PIPE IS REPLACING TR FLEX PER US PIPE
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4.00	\$448.87	\$1,795.48	C153 DOMESTIC
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1.00	\$564.86	\$564.86	C153 DOMESTIC
#7	Tee - 12" x 6" MJ	Base	ea	1.00	\$521.96	\$521.96	C153 DOMESTIC
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2.00	\$355.12	\$710.24	C153 DOMESTIC
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19.00	\$144.17	\$2,739.23	EBAA 1112DSC MEGALUG
#10	Bend - 30", 11.25 deg	Base	ea	1.00	\$4,648.30	\$4,648.30	C153 DOMESTIC
#11	Bend - 30", 22.5 deg	Base	ea	1.00	\$5,167.88	\$5,167.88	C153 DOMESTIC
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2.00	\$6,048.11	\$12,096.22	C153 DOMESTIC
#13	Bend - 30", 45 deg	Base	ea	3.00	\$6,048.11	\$18,144.33	C153 DOMESTIC
#14	Bend - 30", 90 deg	Base	ea	3.00	\$8,992.32	\$26,976.96	C153 DOMESTIC
#15	Tee - 30"x30" MJ	Base	ea	0.00	\$12,393.33	\$0.00	C153 DOMESTIC
#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2.00	\$5,279.89	\$10,559.78	C153 DOMESTIC
#17	Tee - 30"x12", MJ on 12"	Base	ea	1.00	\$6,804.62	\$6,804.62	C153 DOMESTIC
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28.00	\$1,208.63	\$33,841.64	EBAA 1130DEC MEGALUG

#19	Megalug - 6" w/gaskets and bolts	Base	ea	5.00	\$57.19	\$285.95	EBAA 1106DSC MEGALUG
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1.00	\$5,513.60	\$5,513.60	ROMAC 18X12 FTS 420 SSFE - DOMESTIC DI FLANGE OUTLET
#21	Gate Valve 12" FLJxMJ	Base	ea	1.00	\$2,850.08	\$2,850.08	AMERICAN FLOW CONTROL AIS DOMESTIC
#22	Butterfly Valve 30" MJxMJ	Base	ea	2.00	\$24,857.87	\$49,715.74	VALMATIC 30" MJxMJ AIS BUTTERFLY VALVE
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4.00	\$1,654.57	\$6,618.28	ROMAC FTS420T 30X2 THREADED TAPPING SLEEVE
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4.00	\$2,853.84	\$11,415.36	ROMAC FTS420 SSFE
#25	1700 Megalug Harness 30" Dia	Base	ea	1.00	\$1,941.72	\$1,941.72	EBAA 1730 SERIES BELL RESTRAINT
#26	Bend - 8" 45 Deg,	Base	ea	12.00	\$179.54	\$2,154.48	C153 DOMESTIC
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24.00	\$76.37	\$1,832.88	EBAA 1108DSC MEGALUG
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3.00	\$176.37	\$529.11	C153 DOMESTIC
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80.00	\$37.40	\$2,992.00	US PIPE CL350 WITH FIELD LOK GASKETS
Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane							
#1	DI Pipe 12" Dia	Base	LF	826.00	\$45.75	\$37,789.50	US PIPE 12" CL350



#2	DI Pipe 12" Dia (Restrained)	Base	LF	780.00	\$56.70	\$44,226.00	US PIPE 12" CL350 WITH FIELD GASKETS
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$284.56	\$1,398,327.84	US PIPE 30" CL250
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$396.10	\$930,835.00	US PIPE 30" CL250 HDSS - HDSS PIPE IS REPLACING TR FLEX PER US PIPE
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2.00	\$6,995.47	\$13,990.94	SSTIII 30X12 STAINLESS STEEL FLANGE
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12.00	\$2,460.15	\$29,521.80	C153 IMPORT
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15.00	\$2,416.15	\$36,242.25	C153 IMPORT
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5.00	\$3,432.00	\$17,160.00	C153 IMPORT
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4.00	\$248.05	\$992.20	C153 IMPORT
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6.00	\$264.55	\$1,587.30	C153 IMPORT
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4.00	\$302.50	\$1,210.00	C153 IMPORT
#12	Tee - 12"x12" MJ	Base	EA	1.00	\$508.20	\$508.20	C153 IMPORT
#13	Gate Valve 12" MJxMJ	Base	EA	3.00	\$2,981.23	\$8,943.69	AMERICAN FLOW CONTROL
#14	Gate Valve 12" FLxMJ	Base	EA	1.00	\$2,845.69	\$2,845.69	AMERICAN FLOW CONTROL
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78.00	\$1,208.63	\$94,273.14	EBAA 1130DEC MEGALUG
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38.00	\$144.17	\$5,478.46	EBAA 1112DSC MEGALUG
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5.00	\$1,027.12	\$5,135.60	ROMAC FTS420T 30X2 THREADED TAPPING SLEEVE

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4.00	\$1,323.00	\$5,292.00	ROMAC FTS420 30X4 SSFE
#19	1700 Megalug Harness 30"	Base	EA	3.00	\$1,941.72	\$5,825.16	EBAA 1730 SERIES BELL RESTRAINT
#20	Sleeve - 12" MJxMJ	Base	ea	6.00	\$278.85	\$1,673.10	C153
#21	Adapter - 12" FLxMJ	Base	ea	2.00	\$317.35	\$634.70	C153
#22	Gate Valve - 12" FLxFL	Base	ea	1.00	\$2,954.56	\$2,954.56	AMERICAN FLOW CONTROL
#23	Check Valve Wafer Style 12"	Base	ea	2.00	\$1,918.16	\$3,836.32	VALMATIC DUAL DISC CHECK VALVE
#24	1700 Megalug Harness 12"	Base	ea	3.00	\$225.17	\$675.51	EBAA 1712 SERIES BELL RESTRAINT
#25	DI Plug MJ - 30"	Base	ea	2.00	\$2,085.41	\$4,170.82	C153
#25	DI Plug MJ - 12"	Base	ea	3.00	\$171.21	\$513.63	C153
#26	Bend - 30" 45 Deg	Base	ea	4.00	\$3,053.28	\$12,213.12	C153
<b>Total Base Bid</b>	<b>\$4,016,407.60</b>						

## **Specifications for Water Pipe, Fittings & Valves**

The pipe, fittings & valves included in this bid solicitation shall meet standard City of Spokane water dept materials ordering practice as specified in the 2022 WSDOT Standard Specifications for Road, Bridge and Municipal Construction except as modified below.

### **SECTION 7-09 WATER MAINS**

#### **7-09.2 Materials**

Water mains shall be at the pressure class or thickness class with equal or greater wall thickness as listed below.

Ductile Iron Pipe Diameter	Pressure Class
3 inch to 12 inch	350
Greater than 12 inch	150

### **SECTION 9-30 WATER DISTRIBUTION MATERIALS**

#### **9-30.2 Fittings**

##### **9-30.2(6) Restrained Joints**

**Add** the following after the last paragraph:

For pipe 12-inches and under, acceptable manufactured restraint joint systems are as follows:

MJ Gripper Gland as manufactured by U.S. Pipe;  
TR Flex restraint joints as manufactured by U.S. Pipe; Lok-tyton restraint joints as manufactured by U.S. Pipe;  
Field-Lok restraint joint as manufactured by U.S. Pipe;  
Tyton-Lok mechanical joints as manufactured by the Pacific States Cast Iron Pipe Company;  
MEGALUG as manufactured by Ebaa Iron, Inc.;  
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;  
Gripper Gaskets as manufactured by Gripper Gasket LLC;  
McWayne Sure Stop 350 gaskets as manufactured by McWayne.  
One-Lok as manufactured by SIGMA Corporation;  
Star Grip as manufactured by Star Pipe Products;  
ROMAGrip as manufactured by ROMAC Industries.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe 12-inches and under have multiple teeth on the gripping wedge at the gripping surface.

For pipe larger than 12-inches the acceptable manufactured restraint joint systems are as follows:

TR Flex Gripper Ring as manufactured by U.S. Pipe (Water Department's written approval is required prior to use);  
TR flex restraint joints as manufactured by U.S. Pipe; Lok-Tyton restraint joints as manufactured by U.S. Pipe;  
Tyton-Lok mechanical joints as manufactured by Pacific States Cast Iron Pipe Company;  
American Lok-Ring restraint joints as manufactured by American Ductile Iron Pipe Company;  
Flex-Ring Joint Including Field Flex-Ring for sizes 14-inch through 36-inch restraint joints as manufactured by American Ductile Iron Pipe Company;  
MEGALUG [pipe 48-inches and under] as manufactured by EBAA Inc.;  
Field Lok Gaskets as manufactured by United States Pipe & Foundry Company;  
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;  
SuperLug as manufactured by Sigma Corporation;  
Snap-loc restraints for push-on joints as manufactured by Griffin Pipe Products Co.;  
HP Loc Restrained joint pipe as manufactured by U.S. Pipe Co;  
Star Grip as manufactured by Star Pipe Products.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe larger than 12-inches have multiple teeth on the gripping wedge at the gripping surface.

### **9-30.3 Valves**

Check Valves. Check valves shall be wafer type resilient seat double disc swing check valves, of class specified on the Plans or Special Provisions with cast or ductile iron plate and body, Buna-N seals and plain or flat face, Marlin Duo-Check II, HMP, or an approved substitute.

**Replace** the last sentence with the following:

Valves shall open CLOCKWISE (open right).

Gate Valves. Gate valves shall be resilient seat. Where indicated on the Plans or directed by the Engineer, ends shall be flange x mechanical joint, flange x flange, or mechanical joint x mechanical joint.

Pre-Approved Gate Valve Manufacturers:

American Flow Systems  
Clow  
East Jordan Iron Works  
M&H  
Mueller  
Kennedy

Stockham  
Waterous

All valves shall comply with ANSI/AWWA C509-01 or ANSI/AWWA C515-01 or their latest revisions, Class 150. Resilient seated Gate Valves shall be non-rising stem type suitable for direct burial, or the rising stem type (OS&Y). Shaft seals shall be standard "O" ring seals.

All cast iron shall conform to ASTM A-126 Class B. All ductile iron shall conform to ASTM A-536 Class B.

Stems shall be manganese bronze having a minimum ultimate tensile strength of 60,000 psi, and a minimum yield strength of 20,000 psi or greater. Stainless steel stems will also be allowed. Bolts shall be electro-plated steel with hex heads and hex nuts in accordance with ASTM A-307.

NRS stem collars shall be cast integral with the stem and machined to size. The housing for the valve stem collar shall be machined. A thrust bearing shall be incorporated as required to optimize operating torques.

NRS valves shall be furnished with "O" ring stem seals using two "O" rings located above the thrust collar to be set in grooves in the stem.

The internal and external iron surfaces of the body and bonnet shall be totally coated with epoxy and shall conform to AWWA 550 standards. Gates for all valves shall be encapsulated in rubber, be field replaceable and provide a dual seal on the mating body seat. Valves shall be capable of installation in any position with rated sealing in both directions. Rubber seats of specially compounded SBR material shall be utilized and be capable of sealing even under conditions of normal wear. The valve body shall have internal guides engaging integral lugs in the gate in a tongue and groove manner, supporting the gate throughout open/close travel.

Gate valve stems shall have a 2" wrench operating nut, painted red and with an arrow showing clockwise opening direction. Gate valves shall open in a clockwise direction of the operating nut (Open Right).

Rising stem gate valves (OS&Y) shall open in a counter-clockwise direction (Open Left) and shall be wheel top operator, painted black.

Gate valves shall be furnished with a type of end connection as follows: Mechanical joint per ANSI/AWWA C111, or Flange-ANSI/AWWA flange drilling Class 125, or as shown on the plans.

Markings shall be in accordance with ANSI/AWWA C509-01, or ANSI/AWWA 515-01 to include the name of the manufacturer, minimum working pressure, and valve size.

Gate valves shall be rated for zero leakage at 150 psi water working pressure and have a 300 psi hydrostatic test for structural soundness for 4" through 12".

Bidders shall submit a catalog or brochure that describes the valves, including materials used in the valve construction, they propose to furnish.

### **9-30.3(3) Butterfly Valves**

**Add** the following after the first paragraph:

Valve shafts shall be constructed of 18-8 Type 304 stainless steel or protected with 18-8 Type 304 stainless steel journals.

The valve mating seat shall be constructed of 18-8 Type 304 stainless steel.

Valve ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.11 or as specified on the Plans and Specifications.

The vendor and/or Contractor shall furnish the City of Spokane an affidavit of compliance that the valves furnished comply with, or exceed the applicable provisions of these Specifications as well as those of the ANSI/AWWA C504 (latest revision).

### **Tapping Sleeves**

- A. Fabricated Steel Tapping Sleeve, Flange Outlet  
Nuts and bolts must be Type 304 stainless steel.

**Acceptable Products: Ford FTSC-SH, ROMAC FTS420-SSFE, or Smith-Blair 622-031 only.**

### **Ductile Iron Fittings**

All ductile iron fittings must be compact style (unless otherwise noted), provided without accessories, and meet ANSI/AWWA C153/A21.53-11 standards. Full body fittings, meeting ANSI/AWWA C110/A21.10-12 standards, are acceptable only when a requested fitting is not covered by the C153 standard.

### **Gaskets**

- B. Tyton Joint Restraint Gasket

**Approved Products: US Pipe Field Lok, Gripper Gasket, or McWane Sure Stop only.**

The following is only applicable to that portion of the job entitled SIA T-main I90 Crossings.



American Iron and Steel Provision

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

We are quoting US Pipe HDSS pipe instead of TR Flex for the 30" bid items. Per US Pipe, this is their new version that will be phasing out TR Flex

A handwritten signature in black ink, appearing to be 'L. W. W.' with a large flourish at the end.

11/21/22

ITB #5753-22 SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings Tabulation

Reference Number	Description	Type	UOM	Quantity	Core & Main	H D FOWLER CO	Consolidated Supply Co.
Products for 2018107- SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)							
#1	DI Pipe 6" Dia (Restrained)	Base	LF	30	\$1,080.60	\$912.60	\$846.90
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63	\$4,437.09	\$3,908.52	\$3,571.47
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$283,966.80	\$320,190.00	\$443,913.60
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$459,317.28	\$546,744.00	\$690,798.40
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4	\$1,615.92	\$1,683.24	\$1,795.48
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1	\$564.86	\$529.55	\$564.86
#7	Tee - 12" x 6" MJ	Base	ea	1	\$521.96	\$489.33	\$521.96
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2	\$710.26	\$665.86	\$710.24
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19	\$2,469.62	\$2,852.66	\$2,739.23
#10	Bend - 30", 11.25 deg	Base	ea	1	\$4,547.25	\$4,357.78	\$4,648.30
#11	Bend - 30", 22.5 deg	Base	ea	1	\$5,055.53	\$4,844.87	\$5,167.88
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2	\$11,833.28	\$11,340.20	\$12,096.22
#13	Bend - 30", 45 deg	Base	ea	3	\$17,749.92	\$17,010.30	\$18,144.33
#14	Bend - 30", 90 deg	Base	ea	3	\$26,390.52	\$25,290.90	\$26,976.96
#15	Tee - 30"x30" MJ	Base	ea	0	\$0.00	\$0.00	\$0.00

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2	\$10,330.20	\$9,899.78	\$10,559.78
#17	Tee - 30"x12", MJ on 12"	Base	ea	1	\$6,656.50	\$6,379.15	\$6,804.62
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28	\$31,002.16	\$39,047.68	\$33,841.64
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5	\$257.80	\$297.75	\$285.95
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1	\$2,612.75	\$4,131.95	\$5,513.60
#21	Gate Valve 12" FLJxMJ	Base	ea	1	\$2,898.28	\$2,662.64	\$2,850.08
#22	Butterfly Valve 30" MJxMJ	Base	ea	2	\$49,315.80	\$48,458.20	\$49,715.74
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4	\$4,573.72	\$6,834.96	\$6,618.28
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4	\$6,478.80	\$11,968.80	\$11,415.36
#25	1700 Megalug Harness 30" Dia	Base	ea	1	\$1,793.57	\$1,718.83	\$1,941.72
#26	Bend - 8" 45 Deg,	Base	ea	12	\$2,154.60	\$2,019.84	\$2,154.48
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24	\$1,652.40	\$1,908.72	\$1,832.88
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3	\$529.11	\$496.02	\$529.11
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80	\$3,566.40	\$3,190.40	\$2,992.00
Sub Total					\$944,082.98	\$1,079,834.53	\$1,349,551.07

Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane

#1	DI Pipe 12" Dia	Base	LF	826	\$45,033.52	\$37,029.58	\$37,789.50
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780	\$50,551.80	\$48,391.20	\$44,226.00
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$891,055.62	\$1,008,598.50	\$1,398,327.84
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$620,306.00	\$736,725.00	\$930,835.00
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2	\$5,152.34	\$5,086.40	\$13,990.94
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12	\$27,713.28	\$24,601.44	\$29,521.80
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15	\$34,022.10	\$30,201.90	\$36,242.25
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5	\$16,108.70	\$14,300.00	\$17,160.00
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4	\$952.16	\$826.84	\$992.20
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6	\$1,523.22	\$1,322.76	\$1,587.30
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4	\$1,161.12	\$1,008.32	\$1,210.00
#12	Tee - 12"x12" MJ	Base	EA	1	\$487.67	\$423.50	\$508.20
#13	Gate Valve 12" MJxMJ	Base	EA	3	\$9,029.28	\$9,141.30	\$8,943.69
#14	Gate Valve 12" FLxMJ	Base	EA	1	\$2,898.28	\$2,662.64	\$2,845.69
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78	\$86,363.16	\$86,542.56	\$94,273.14
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38	\$4,939.24	\$4,732.90	\$5,478.46
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5	\$4,471.90	\$4,628.50	\$5,135.60

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4	\$4,548.36	\$4,706.12	\$5,292.00
#19	1700 Megalug Harness 30"	Base	EA	3	\$5,380.71	\$3,183.24	\$5,825.16
#20	Sleeve - 12" MJxMJ	Base	ea	6	\$1,605.54	\$1,394.28	\$1,673.10
#21	Adapter - 12" FLxMJ	Base	ea	2	\$609.08	\$528.92	\$634.70
#22	Gate Valve - 12" FLxFL	Base	ea	1	\$3,009.76	\$2,764.94	\$2,954.56
#23	Check Valve Wafer Style 12"	Base	ea	2	\$5,781.02	\$6,181.00	\$3,836.32
#24	1700 Megalug Harness 12"	Base	ea	3	\$637.98	\$598.08	\$675.51
#25	DI Plug MJ - 30"	Base	ea	2	\$3,697.80	\$3,282.58	\$4,170.82
#25	DI Plug MJ - 12"	Base	ea	3	\$465.51	\$404.25	\$513.63
#26	Bend - 30" 45 Deg	Base	ea	4	\$10,827.96	\$9,612.16	\$12,213.12
Sub Total					\$1,838,333.11	\$2,048,878.91	\$2,666,856.53
<b>Total Extended</b>					<b>\$2,782,416.09</b>	<b>\$3,128,713.44</b>	<b>\$4,016,407.60</b>



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0893
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2018106
<b>Bid #</b>	RFQ 5753-22
<b>Requisition #</b>	RE

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	0370 - PIPE PREORDER MARSHALL RD T-MAIN (2018106) H.D. FOWLER

**Agenda Wording**  
Pipe Preorder in support of the Marshall Road Transmission Phase 1 project with H.D. Fowler.

**Summary (Background)**  
Sealed bids were accepted through the City's electronic bidding portal on 11/21/22 to support the SIA Transmission Main Crossing under I-90 and the Marshall Road Transmission Main Projects. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. Items proposed for preorder are included as outlined in the bid tabulation.

Lease? NO	Grant related? NO	Public Works? YES
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 156,921.56	# 4250-42300-94340-56501-15771
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	BULLER, DAN	<b>Study Session\Other</b>	PIES 11/28/2022
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	KINNEAR
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	eraea@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<b>Additional Approvals</b>		ICM@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	ddaniels@spokanecity.org	



# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	dbuller@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Marshall Rd Transmission Main
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support such development.</li> <li>At present, a single transmission main (large diameter main) connects the city's sources of supply (wells) to the growing Hwy 195 residential corridor.</li> <li>This project provides a second transmission main by way of a three phase 2.5 mile 30" diameter transmission main.</li> <li>Phase 1 is within the mostly gravel Marshall Rd. and is planned for construction in 2023.</li> <li>Phase 2 crosses multiple privately owned parcels as well as the railroad and is planned for either later 2023 or 2024.</li> <li>Phase 3 is mostly within Cheney Spokane Rd. and is planned for construction in 2024.</li> <li>This project is locally funded.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source      X One-time <input type="checkbox"/> Recurring	
Specify funding source: project funds (generally street or utility funds)	
Expense Occurrence    X One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
<p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

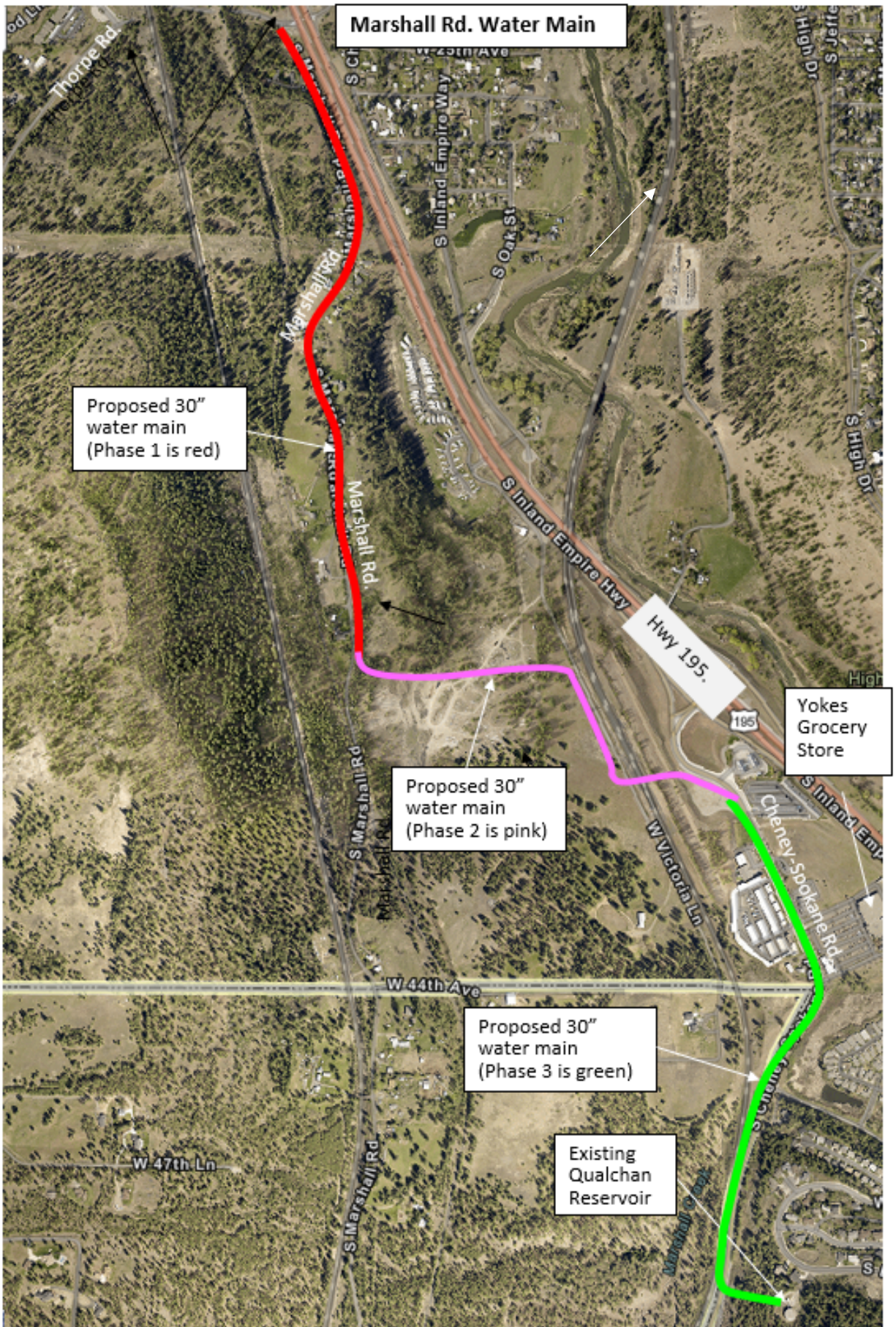
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location





## Bid Response Summary

**Bid Number** ITB 5753-22  
**Bid Title** SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings  
**Due Date** Monday, November 21, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** H D FOWLER CO  
**Submitted By** JOSH ALDERMAN - Monday, November 21, 2022 11:37:11 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 JOSHA@HDFOWLER.COM 5095688400

**Comments**

**Question Responses**

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Josh Alderman 509-370-2723 josh@hdfowler.com
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in late November 2022. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I understand and I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. The items needing to be ordered are in the Pricing tab as well as in the Documents tab.	I understand and I agree
	2	The City of Spokane may award the products to multiple vendors based on size or product.	I understand and I agree
	3	The City of Spokane will adjust pipe quantities on the Purchase Order to meet standard pipe lengths.	I acknowledge and I understand
	4	Upload the "Pre-Order Specifications" document in the "Documents" tab. This document will need to be printed and signed prior to uploading it. This document will need to be saved as one document as this system will only allow upload of one document. Signing and uploading this document means you have read and understood ALL the information on this document.	Preorder specs signed.pdf
Withdrawal of Bid			

1	Suppliers may withdraw Bids prior to the scheduled Bid due date and time. Unless otherwise specified, no Bids may be withdrawn for thirty (30) calendar days after the due date.	I understand and I agree
Use of American Iron and Steel - ONLY FOR SIA T-MAIN CROSSING I90 ITEMS		
1	This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.	I understand and I agree
2	The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.	I understand and I agree

3	<p>Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.</p>	I understand and I agree
Delivery		
1	<p>All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.</p>	I understand and I agree
2	<p>All product shall be ordered/delivered FOB: Destination to a City owned lot at the intersection of Queen &amp; Myrtle although we reserve the right to change that location. Final delivery destination to be communicated at least three (3) weeks prior to delivery.</p>	I understand and I agree
3	<p>PARTIAL DELIVERIES ARE REQUIRED and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.</p>	I understand and I agree
4	<p>Supplier acknowledges that they understand delivery is needed as soon as product can be obtained.</p>	I understand and I agree
5	<p>24-hour prior notice of delivery is required to Matthew Meek at (509) 625-7817.</p>	I understand and I agree
Additional Items		
1	<p>The City of Spokane reserves the right to purchase additional items at the quoted price for one (1) month from the "due date" of this ITB. Supplier agrees to sell at the same price, terms, and conditions for one (1) month from the "due date" of this ITB..</p>	No
Payment Terms		
1	<p>Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.</p>	I understand and I agree

Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I understand and I agree
Business Registration Requirement		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
2	Supplier's Business Registration No.	179016679
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	I understand and I agree
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		



1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	I understand and I agree
Other		
1	This area is for suppliers to add any additional information, comments, etc.	quoting US Pipe HDSS for the 30" restrained ductile pipe. HDSS restrained pipe is the replacement for TR Flex restrained pipe. See attached submittal info.
2	This area is for suppliers to upload add any additional information, documents, etc. You can only upload one document so if you have multiple documents, combine them into one before uploading.	USP_Brochure_HDSS_06292020.pdf

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Products for 2018107-SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)									
	#1	DI Pipe 6" Dia (Restrained)	Base	LF	30.00	\$30.42	\$912.60		
	#2	DI Pipe 12" Dia (Restrained)	Base	LF	63.00	\$62.04	\$3,908.52		
	#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$205.25	\$320,190.00		
	#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$313.50	\$546,744.00		
	#5	Bend - 12" 45 degree MJxMJ	Base	ea	4.00	\$420.81	\$1,683.24		
	#6	Bend - 12" 90 degree MJxMJ	Base	ea	1.00	\$529.55	\$529.55		
	#7	Tee - 12" x 6" MJ	Base	ea	1.00	\$489.33	\$489.33		
	#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2.00	\$332.93	\$665.86		

#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19.00	\$150.14	\$2,852.66	STAR STARGRIP
#10	Bend - 30", 11.25 deg	Base	ea	1.00	\$4,357.78	\$4,357.78	
#11	Bend - 30", 22.5 deg	Base	ea	1.00	\$4,844.87	\$4,844.87	
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2.00	\$5,670.10	\$11,340.20	
#13	Bend - 30", 45 deg	Base	ea	3.00	\$5,670.10	\$17,010.30	
#14	Bend - 30", 90 deg	Base	ea	3.00	\$8,430.30	\$25,290.90	
#15	Tee - 30"x30" MJ	Base	ea	0.00	\$11,618.75	\$0.00	
#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2.00	\$4,949.89	\$9,899.78	
#17	Tee - 30"x12", MJ on 12"	Base	ea	1.00	\$6,379.15	\$6,379.15	
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28.00	\$1,394.56	\$39,047.68	STAR STARGRIP
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5.00	\$59.55	\$297.75	STAR STARGRIP
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1.00	\$4,131.95	\$4,131.95	
#21	Gate Valve 12" FLJxMJ	Base	ea	1.00	\$2,662.64	\$2,662.64	
#22	Butterfly Valve 30" MJxMJ	Base	ea	2.00	\$24,229.10	\$48,458.20	
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4.00	\$1,708.74	\$6,834.96	
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4.00	\$2,992.20	\$11,968.80	
#25	1700 Megalug Harness 30" Dia	Base	ea	1.00	\$1,718.83	\$1,718.83	
#26	Bend - 8" 45 Deg,	Base	ea	12.00	\$168.32	\$2,019.84	
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24.00	\$79.53	\$1,908.72	STAR STARGRIP
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3.00	\$165.34	\$496.02	
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80.00	\$39.88	\$3,190.40	

Products for 2018106  
 Marshall Rd.  
 Transmission Main  
 (These do not need to  
 meet American Iron  
 & Steel  
 Provisions) - only  
 WSDOT/City of  
 Spokane

#1	DI Pipe 12" Dia	Base	LF	826.00	\$44.83	\$37,029.58	
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780.00	\$62.04	\$48,391.20	
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$205.25	\$1,008,598.50	
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$313.50	\$736,725.00	
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2.00	\$2,543.20	\$5,086.40	
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12.00	\$2,050.12	\$24,601.44	
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15.00	\$2,013.46	\$30,201.90	
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5.00	\$2,860.00	\$14,300.00	
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4.00	\$206.71	\$826.84	
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6.00	\$220.46	\$1,322.76	
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4.00	\$252.08	\$1,008.32	
#12	Tee - 12"x12" MJ	Base	EA	1.00	\$423.50	\$423.50	
#13	Gate Valve 12" MJxMJ	Base	EA	3.00	\$3,047.10	\$9,141.30	
#14	Gate Valve 12" FLxMJ	Base	EA	1.00	\$2,662.64	\$2,662.64	
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78.00	\$1,109.52	\$86,542.56	STAR STARGRIP
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38.00	\$124.55	\$4,732.90	STAR STARGRIP
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5.00	\$925.70	\$4,628.50	

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4.00	\$1,176.53	\$4,706.12	
#19	1700 Megalug Harness 30"	Base	EA	3.00	\$1,061.08	\$3,183.24	
#20	Sleeve - 12" MJxMJ	Base	ea	6.00	\$232.38	\$1,394.28	
#21	Adapter - 12" FLxMJ	Base	ea	2.00	\$264.46	\$528.92	
#22	Gate Valve - 12" FLxFL	Base	ea	1.00	\$2,764.94	\$2,764.94	
#23	Check Valve Wafer Style 12"	Base	ea	2.00	\$3,090.50	\$6,181.00	APCO MOD. CDD
#24	1700 Megalug Harness 12"	Base	ea	3.00	\$199.36	\$598.08	
#25	DI Plug MJ - 30"	Base	ea	2.00	\$1,641.29	\$3,282.58	
#25	DI Plug MJ - 12"	Base	ea	3.00	\$134.75	\$404.25	
#26	Bend - 30" 45 Deg	Base	ea	4.00	\$2,403.04	\$9,612.16	
<b>Total Base Bid</b>	<b>\$3,128,713.44</b>						

## **Specifications for Water Pipe, Fittings & Valves**

The pipe, fittings & valves included in this bid solicitation shall meet standard City of Spokane water dept materials ordering practice as specified in the 2022 WSDOT Standard Specifications for Road, Bridge and Municipal Construction except as modified below.

### **SECTION 7-09 WATER MAINS**

#### **7-09.2 Materials**

Water mains shall be at the pressure class or thickness class with equal or greater wall thickness as listed below.

Ductile Iron Pipe Diameter	Pressure Class
3 inch to 12 inch	350
Greater than 12 inch	150

### **SECTION 9-30 WATER DISTRIBUTION MATERIALS**

#### **9-30.2 Fittings**

##### **9-30.2(6) Restrained Joints**

**Add** the following after the last paragraph:

For pipe 12-inches and under, acceptable manufactured restraint joint systems are as follows:

MJ Gripper Gland as manufactured by U.S. Pipe;  
TR Flex restraint joints as manufactured by U.S. Pipe; Lok-tyton restraint joints as manufactured by U.S. Pipe;  
Field-Lok restraint joint as manufactured by U.S. Pipe;  
Tyton-Lok mechanical joints as manufactured by the Pacific States Cast Iron Pipe Company;  
MEGALUG as manufactured by Ebaa Iron, Inc.;  
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;  
Gripper Gaskets as manufactured by Gripper Gasket LLC;  
McWayne Sure Stop 350 gaskets as manufactured by McWayne.  
One-Lok as manufactured by SIGMA Corporation;  
Star Grip as manufactured by Star Pipe Products;  
ROMAGrip as manufactured by ROMAC Industries.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe 12-inches and under have multiple teeth on the gripping wedge at the gripping surface.

For pipe larger than 12-inches the acceptable manufactured restraint joint systems are as follows:

TR Flex Gripper Ring as manufactured by U.S. Pipe (Water Department's written approval is required prior to use);  
TR flex restraint joints as manufactured by U.S. Pipe; Lok-Tyton restraint joints as manufactured by U.S. Pipe;  
Tyton-Lok mechanical joints as manufactured by Pacific States Cast Iron Pipe Company;  
American Lok-Ring restraint joints as manufactured by American Ductile Iron Pipe Company;  
Flex-Ring Joint Including Field Flex-Ring for sizes 14-inch through 36-inch restraint joints as manufactured by American Ductile Iron Pipe Company;  
MEGALUG [pipe 48-inches and under] as manufactured by EBAA Inc.;  
Field Lok Gaskets as manufactured by United States Pipe & Foundry Company;  
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;  
SuperLug as manufactured by Sigma Corporation;  
Snap-loc restraints for push-on joints as manufactured by Griffin Pipe Products Co.;  
HP Loc Restrained joint pipe as manufactured by U.S. Pipe Co;  
Star Grip as manufactured by Star Pipe Products.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe larger than 12-inches have multiple teeth on the gripping wedge at the gripping surface.

### **9-30.3 Valves**

Check Valves. Check valves shall be wafer type resilient seat double disc swing check valves, of class specified on the Plans or Special Provisions with cast or ductile iron plate and body, Buna-N seals and plain or flat face, Marlin Duo-Check II, HMP, or an approved substitute.

**Replace** the last sentence with the following:

Valves shall open CLOCKWISE (open right).

Gate Valves. Gate valves shall be resilient seat. Where indicated on the Plans or directed by the Engineer, ends shall be flange x mechanical joint, flange x flange, or mechanical joint x mechanical joint.

Pre-Approved Gate Valve Manufacturers:

American Flow Systems  
Clow  
East Jordan Iron Works  
M&H  
Mueller  
Kennedy

Stockham  
Waterous

All valves shall comply with ANSI/AWWA C509-01 or ANSI/AWWA C515-01 or their latest revisions, Class 150. Resilient seated Gate Valves shall be non-rising stem type suitable for direct burial, or the rising stem type (OS&Y). Shaft seals shall be standard "O" ring seals.

All cast iron shall conform to ASTM A-126 Class B. All ductile iron shall conform to ASTM A-536 Class B.

Stems shall be manganese bronze having a minimum ultimate tensile strength of 60,000 psi, and a minimum yield strength of 20,000 psi or greater. Stainless steel stems will also be allowed. Bolts shall be electro-plated steel with hex heads and hex nuts in accordance with ASTM A-307.

NRS stem collars shall be cast integral with the stem and machined to size. The housing for the valve stem collar shall be machined. A thrust bearing shall be incorporated as required to optimize operating torques.

NRS valves shall be furnished with "O" ring stem seals using two "O" rings located above the thrust collar to be set in grooves in the stem.

The internal and external iron surfaces of the body and bonnet shall be totally coated with epoxy and shall conform to AWWA 550 standards. Gates for all valves shall be encapsulated in rubber, be field replaceable and provide a dual seal on the mating body seat. Valves shall be capable of installation in any position with rated sealing in both directions. Rubber seats of specially compounded SBR material shall be utilized and be capable of sealing even under conditions of normal wear. The valve body shall have internal guides engaging integral lugs in the gate in a tongue and groove manner, supporting the gate throughout open/close travel.

Gate valve stems shall have a 2" wrench operating nut, painted red and with an arrow showing clockwise opening direction. Gate valves shall open in a clockwise direction of the operating nut (Open Right).

Rising stem gate valves (OS&Y) shall open in a counter-clockwise direction (Open Left) and shall be wheel top operator, painted black.

Gate valves shall be furnished with a type of end connection as follows: Mechanical joint per ANSI/AWWA C111, or Flange-ANSI/AWWA flange drilling Class 125, or as shown on the plans.

Markings shall be in accordance with ANSI/AWWA C509-01, or ANSI/AWWA 515-01 to include the name of the manufacturer, minimum working pressure, and valve size.



Gate valves shall be rated for zero leakage at 150 psi water working pressure and have a 300 psi hydrostatic test for structural soundness for 4" through 12".

Bidders shall submit a catalog or brochure that describes the valves, including materials used in the valve construction, they propose to furnish.

### **9-30.3(3) Butterfly Valves**

**Add** the following after the first paragraph:

Valve shafts shall be constructed of 18-8 Type 304 stainless steel or protected with 18-8 Type 304 stainless steel journals.

The valve mating seat shall be constructed of 18-8 Type 304 stainless steel.

Valve ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.11 or as specified on the Plans and Specifications.

The vendor and/or Contractor shall furnish the City of Spokane an affidavit of compliance that the valves furnished comply with, or exceed the applicable provisions of these Specifications as well as those of the ANSI/AWWA C504 (latest revision).

### **Tapping Sleeves**

- A. Fabricated Steel Tapping Sleeve, Flange Outlet  
Nuts and bolts must be Type 304 stainless steel.

**Acceptable Products: Ford FTSC-SH, ROMAC FTS420-SSFE, or Smith-Blair 622-031 only.**

### **Ductile Iron Fittings**

All ductile iron fittings must be compact style (unless otherwise noted), provided without accessories, and meet ANSI/AWWA C153/A21.53-11 standards. Full body fittings, meeting ANSI/AWWA C110/A21.10-12 standards, are acceptable only when a requested fitting is not covered by the C153 standard.

### **Gaskets**

- B. Tyton Joint Restraint Gasket

**Approved Products: US Pipe Field Lok, Gripper Gasket, or McWane Sure Stop only.**

The following is only applicable to that portion of the job entitled SIA T-main I90 Crossings.

### **American Iron and Steel Provision**

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

A handwritten signature in black ink that reads "Josh Alderman". The signature is written in a cursive style with a large, looping initial "J".



**HDSS<sup>®</sup>**  
HIGH DEFLECTION HIGH PRESSURE RESTRAINED  
PIPE

**PIPE** <

FABRICATION

RESTRAINED JOINTS

FITTINGS

GASKETS

COATINGS & LININGS





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## ANSI/AWWA STANDARDS

**ANSI/AWWA C151/A21.51 "Ductile-Iron Pipe, Centrifugally Cast, for Water."**

Asphaltic outside coating and inside lining are in accordance with ANSI/AWWA C151/A21.51.

**ANSI/AWWA C153/A21.53 "Ductile-Iron Compact Fittings For Water Service" or ANSI/AWWA C110/A21.10 "Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In., For Water."**

HDSS Fittings conform to applicable requirements of ANSI/AWWA C153/A21.53 or ANSI/AWWA C110/A21.10.

**ANSI/AWWA C104/A21.4 "Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water."**

Cement lining, in accordance with ANSI/AWWA C104 or special linings and/or coatings can be furnished for specific conditions.

**ASTM A746-03 Standard Specification for Ductile Iron Gravity Sewer Pipe.****ASTM A716-08 Standard Specification for Ductile Culvert Pipe.****ASTM A536 Standard Specification for Ductile Iron Castings.****ASTM C150 Standard Specification for Portland Cement**

HDSS® Pipe can provide a true 350psi working pressure with a flexible restrained push-on joint for 12", 16", 20", 24", 30", 36", 42", and 48\*" ductile Iron pipe. The HDSS Restrained Joint has a working pressure rating that matches the class of pipe it is used with. 42" and 48" HDSS provide 2.0° deflection, 30" and 36" HDSS provide up to 2.5 and 2.0° deflection respectively, 16" thru 24" HDSS provides up to 4.0° deflection, and 12" provides up to 5° deflection to allow for alignment and settlement issues in buried applications. The simple robust design, high deflection coupled with the strongest joint on the market also make it ideal for; bridge piping, horizontal directional drilling (HDD) and pipe bursting applications.

To facilitate quick, easy and trouble free installation, ductile Iron locking segments are inserted through a single slot in the bell face and slid into position around the bell to provide a positive axial lock between the bell interior surface and a retainer weldment on the spigot end of the pipe. A rubber retainer installed between the locking segments completes the installation and insures the segments stay in place while the joint is extended to engage the restraint. The HDSS joint can be easily disassembled by reversing the installation procedure with no need of special tools or shims.

HDSS Pipe utilizes the conventional TYTON JOINT® Gasket for reliable sealing.

HDSS spigot ends are compatible with 12"–36" TR FLEX® Pipe and Fittings. When 30"-36" TR Flex Fittings are used the fitting joint rating will be 250 psi or less depending on the class of pipe used. 12", 16", 20" and 24" TR FLEX fittings have a 350 psi joint rating depending on the class of pipe used.

Pipe for wastewater service may be furnished in accordance with ASTM 746 Standard Specification for Ductile Iron Gravity Sewer Pipe. For certain wastewater applications, a ceramic quartz filled, amine cured, novalac epoxy lining is available — see PROTECTO 401™ Ceramic Epoxy Lined Pipe and Fittings brochure.

\*For higher pressure ratings, consult your U.S. Pipe Sales Representative.

For a suggested design procedure for the restraint of thrust forces in pressurized, buried Ductile Iron piping systems, the design engineer should refer to the current DIPRA publication "Thrust Restraint Design for Ductile Iron Pipe" or the U.S. Pipe Brochure "The Use And Application of Restrained Joints for Ductile Iron Pipelines."

**NOTE:** If specifiers or users believe that corrosive soils will be encountered where our products are to be installed, please refer to ANSI/AWWA C105/A21.5 "Polyethylene Encasement for Ductile Iron Pipe Systems" for proper external protection procedures.

For certain wastewater applications a ceramic epoxy lining is available—see PROTECTO 401™ Ceramic Epoxy Lined Pipe and Fittings Brochure.

**NOTE:** Each of the following is a nationally recognized standards organization: American National Standards Institute (ANSI), American Water Works Association (AWWA), American Society for Testing and Materials (ASTM), Underwriters Laboratories (UL), National Fire Protection Association (NFPA), National Sanitation Foundation (NSF), Factory Mutual (FM)

\* - 48" to begin production in 2021

When joint restraint for 12", 16", 20", 24", 30", 36", 42", and 48" push-on joint pipe installation is required and indicated in the project plans and specifications, restrained push-on joint pipe and fittings utilizing Ductile Iron components shall be provided.

Restrained joint pipe shall be Ductile Iron manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push-on joints for such pipe shall be in accordance with ANSI/AWWA C111/A21.11 "Rubber-Gasket Joints for Ductile-Iron Pipe and Fittings." Pipe thickness shall be designed in accordance with ANSI/AWWA C150/A21.50 "Thickness Design of Ductile-Iron Pressure Pipe," and shall be based on laying conditions and internal pressures as stated in the project plans and specifications.

Restrained joint fittings and the restraining components shall be manufactured of Ductile Iron per grade 70-50-05 in accordance with applicable requirements of ANSI/AWWA C110/A21.10 and/or C153/A21.53 with the exception of the manufacturer's proprietary design dimensions. Push-on joints for such fittings shall be in accordance with ANSI/AWWA C111/A21.11.

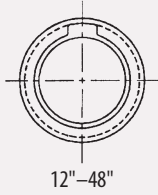
Restrained push-on joints for pipe and fittings shall utilize individual Ductile-iron locking segments that are inserted through a single slot in the bell face and be easily removed. The pressure rating of the joint shall equal the pressure rating of the pipe when deflected to its maximum joint deflection. Restrained joint pipe shall be U.S. Pipe's HDSS Pipe, and Fittings shall be U.S. Pipe's TR Flex or HP LOK® or approved equal. Restraint of field cut pipe shall be provided with U.S. Pipe's HDSS Pipe field weldments or approved equal.

Cement mortar lining and seal coating for pipe and fittings, where applicable, shall be in accordance with ANSI/AWWA C104/A21.4. Asphaltic outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 for fittings.

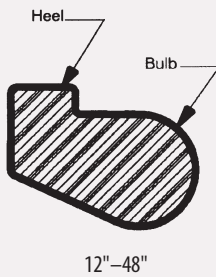
**NOTE FOR FIELD WELDING**

U.S. Pipe does not recommend, suggest or condone welding on zinc coated pipe without the zinc coating being removed from the weld location. All safety and health precautions as per ANSI/AWS D11.2 Guide for Welding Iron Castings – Section 10 and Appendix F – Safety and Health Fact Sheets, should be followed for safe welding practices and the removal of the zinc coating prior to welding.

## INSERTION SLOT ORIENTATION



## GASKET INSTALLATION



All foreign matter in the socket must be removed, i.e., mud, sand, cinders, gravel, pebbles, trash, frozen material, etc. The gasket seat should be thoroughly inspected to be certain it is clean. Foreign matter in the gasket seat may cause a leak. The gasket must be wiped clean with a clean cloth, flexed, and then placed into the socket with the rounded bulb end entering first.

Looping the gasket in the initial insertion will facilitate seating the gasket heel evenly around the retainer seat. 12" and 16" require one to two loops, 24" through 36" require two to three loops, 42" and 48" require three to four loops. Evenly space the loops around the socket with each loop raised 4-5 inches. After loops are established, push each loop down to finish installation of the gasket. When installing Tyton Joint Pipe in sub-freezing weather, the gaskets, prior to their use, must be kept at a temperature of at least 40°F by suitable means, such as storing in a heated area or keeping them immersed in a tank of warm water. If the gaskets are kept in warm water, they should be dried before placing in the pipe socket.

## LUBRICATION

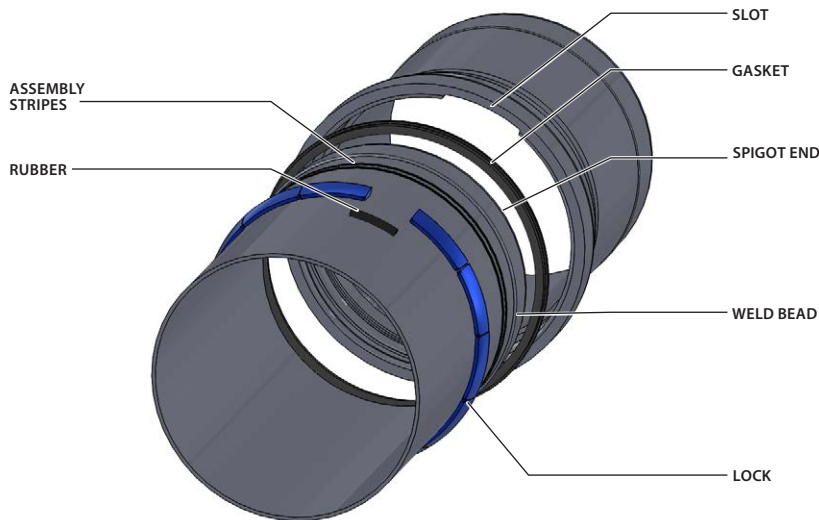
After the gasket has been installed into the bell, a thin film of Tyton Joint Lubricant should be applied to the inside surface of the gasket which will come in contact with the beveled end of the pipe. In warm, dry weather conditions, the lubricant can dry out, especially when applied to warm or hot pipe, it will be necessary to add a small amount of water to hydrate the lubricant. Only Tyton Joint Lubricant should be used.

**CAUTION:** *The use of spray-on lubricant is not recommended. Experience has determined that spray-on lubricant may not have sufficient lubricity to allow joint assembly without gasket displacement.*

Clean the spigot end of the pipe back to the assembly stripes. Apply Tyton Joint Lubricant to the cleaned spigot end. Do not allow the lubricated surface to touch the ground or trench sides prior to installation.



1. The gasket and HDSS locking segment cavity of the bell must be clean and free of debris or any foreign matter.
2. Install the gasket in the bell. Do not lubricate gasket prior to installing bell.
3. Lubricate the gasket and spigot end of the mating pipe with TYTON JOINT® Lubricant.
4. Position the pipe so that the slot in the bell is in a 10 to 2 o'clock location, this will enable easy installation of the locking segments, especially in larger pipe sizes.
5. Insert the spigot end into the bell. The installer must make sure that the spigot end is fully homed in the bell and not deflected.
6. Insert the locking segments (*large end first*) into the slot in the bell and slide the segment left or right allowing it to slide to the bottom of the bell. Continue sliding the segments around the pipe until all 11 are inserted and positioned as shown, See photos to right.
7. Install the Rubber retainer in between the locking segments at the Bell Slot.
8. Pull back on the inserted pipe to extend the joint and remove the slack and deflect the joint as needed but not to exceed the listed joint deflection.
9. Subaqueous/underwater applications notes. Underwater installations are difficult and require special attention to be successful. If pipe will be assembled under water, please contact USP for additional assistance that will aid underwater assembly. USP does not recommend choker straps or cables be used to assemble pipe joints underwater. Experience has shown the use of such devices does not provide enough axial force for assembly. Additionally, use of choking type devices can damage special coatings and polyethylene encasement meant to protect the pipe from corrosion. The preferred method to assemble joints underwater is to use the back-hoe bucket to push against the bell. Special subaqueous lube must also be used for the gasket and spigot.



### Components required for each joint:

- 5 HDSS Locking segments for 12"
- 6 HDSS Locking segments for 16"
- 12 HDSS Locking Segments for 24" - 36"
- 15 HDSS Locking Segments for 42" - 48"
- 1 Tyton Joint Gasket
- 1 Rubber Retainer
- Tyton Joint Lubricant (*refer to page 4*)
- Pipe Bell
- Pipe Spigot
- Weld Bead
- Gasket



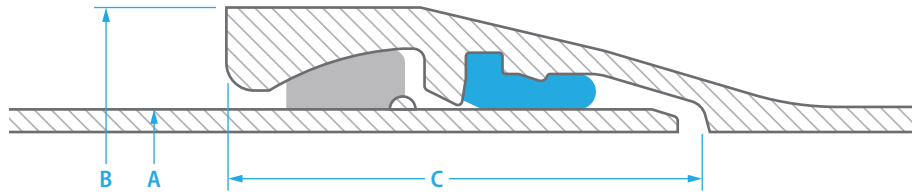
### Installation Tips

- Fold and insert rubber retainer/s in a "U" shape as shown for normal buried applications.



### Installation Tips

- For applications involving HDD, pipe bursting, bridge crossings, pipe in casings and above ground use. Trim rubber retainer/s 0.25" longer than the gap between the locking segments when they are inserted into the segment cavity. Drive the rubber retainer to the back of the cavity. The rubber is in compression and secure.



INCHES	INCHES					POUNDS	DEGREES	FEET
SIZE	A	B	C	SEGMENTS	RUBBER LOCKING RETAINERS	ACCESSORY WEIGHTS	DEFLECTION	PULLOUT
12	13.20	16.43	6.30	5	1	8	5.00	0.05
16	17.40	21.46	7.95	6	1	15	4.00	0.05
20	21.60	26.07	8.40	6	1	28	4.00	0.05
24	25.80	30.25	8.86	12	1	36	4.00	0.05
30	32.00	36.38	10.28	12	1	60	2.50	0.05
36	38.30	43.35	10.87	12	1	85	2.00	0.05
42	44.50	50.28	10.71	15	1	92	2.00	0.12
48*	50.80	56.95	11.01	15	1	129	2.00	0.13

**NOTE:** These deflections are based on joints with nominal dimensions.  
<sup>a</sup>For higher pressure ratings, consult your U.S. Pipe Sales Representative.  
<sup>b</sup>Number of segments.

<sup>c</sup>Accessory weights include segments, gaskets, and rubber retainers.  
 \*Size 48" Performance testing complete, production to begin in 2021.

# SPECIFICATIONS

Pressure Class (Thickness, Dimension & Weight)

HDSS®

INCHES SIZE	PSI PRESSURE CLASS	INCHES		PSI RESTRAINED JOINT PRESSURE RATING	POUNDS		
		NOMINAL THICKNESS	OUTSIDE DIAMETER*		WEIGHT PER LENGTH**		BARREL WEIGHT** PER FOOT
					18-FOOT LAYING LENGTH	20-FOOT LAYING LENGTH	
12	350	0.28	13.20	350	-	765	34.8
16	250	0.30	17.40	250	-	1128	49.3
16	300	0.32	17.40	300	-	1192	52.5
16	350	0.34	17.40	350	-	1258	55.8
20	250	0.33	21.6	250	-	1549	67.5
20	300	0.36	21.6	300	-	1669	73.5
20	350	0.38	21.6	350	-	1749	77.5
24	200	0.33	25.8	200	1723	1885	80.8
24	250	0.37	25.8	250	1898	2079	90.5
24	300	0.40	25.8	300	2028	2223	97.7
24	350	0.43	25.8	350	2157	2367	104.9
30	150	0.34	32.0	150	2246	2398	103.5
30	200	0.38	32.0	200	2464	2633	115.5
30	250	0.42	32.0	250	2682	2869	127.5
30	300	0.45	32.0	300	2845	3046	136.5
30	350	0.49	32.0	350	3061	3280	148.4
36	150	0.38	38.3	150	3018	-	138.5
36	200	0.42	38.3	200	3279	-	152.9
36	250	0.47	38.3	250	3605	-	170.9
36	300	0.51	38.3	300	3866	-	185.3
36	350	0.56	38.3	350	4190	-	203.2
42	150	0.41	44.50	150	3820	-	173.8
42	200	0.47	44.50	200	4272	-	198.9
42	250	0.52	44.50	250	4650	-	219.9
42	300	0.57	44.50	300	5025	-	240.7
42	350	0.63	44.50	350	5475	-	265.7

**NOTE:** Per ANSI/AWWA C150/A21.50 the thicknesses in above table include the 0.08" service allowance and the casting tolerance by size ranges.

Pressure Classes are defined as the rated water pressure of the pipe in psi. The thicknesses shown are adequate for the rated water working pressure plus a surge allowance of 100 psi. Calculations are based on a minimum yield strength of 42,000 and a 2.0 safety factor times the sum of the working pressure and 100 psi surge allowance.

Thicknesses and dimensions of 12" through 48" Ductile Iron pipe conform to ANSI/AWWA C151/A21.51.

Weights may vary from the standard because of differences in bell weights.

<sup>a</sup>Tolerance of O.D. of spigot end: (12in., ±0.06in.), (16–24 in., +0.05 in., -0.08 in.), (30–48 in., +0.08 in., -0.06in.).

<sup>b</sup>Including bell; calculated weight of pipe rounded off to nearest 5 lbs.

INCHES SIZE	THICKNESS CLASS	INCHES		PSI RESTRAINED JOINT PRESSURE RATING	POUNDS		
		NOMINAL THICKNESS	OUTER DIAMETER*		WEIGHT PER LENGTH**		BARREL WEIGHT** PER FOOT
					18-FOOT LAYING LENGTH	20-FOOT LAYING LENGTH	
12	50	0.31	13.20	350	-	837	38.4
12	51	0.34	13.20	350	-	909	42
12	52	0.37	13.20	350	-	981	45.6
12	53	0.40	13.20	350	-	1053	49.2
12	54	0.43	13.20	350	-	1125	52.8
12	55	0.46	13.20	350	-	1195	56.3
12	56	0.49	13.20	350	-	1267	59.9
16	50	0.34	17.40	250	-	1258	55.8
16	51	0.37	17.40	350	-	1354	60.6
16	52	0.40	17.40	350	-	1450	65.4
16	53	0.43	17.40	350	-	1545	70.1
16	54	0.46	17.40	350	-	1640	74.9
16	55	0.49	17.40	350	-	1736	79.7
16	56	0.52	17.40	350	-	1830	84.4
20	50	0.36	21.6	300	-	1669	73.5
20	51	0.39	21.6	350	-	1789	79.5
20	52	0.42	21.6	350	-	1909	85.5
20	53	0.45	21.6	350	-	2029	91.5
20	54	0.48	21.6	350	-	2149	97.5
20	55	0.51	21.6	350	-	2267	103.4
20	56	0.54	21.6	350	-	2385	109.3
24	50	0.38	25.8	250	1941	2127	92.9
24	51	0.41	25.8	300	2071	2271	100.1
24	52	0.44	25.8	350	2200	2415	107.3
24	53	0.47	25.8	350	2328	2557	114.4
24	54	0.50	25.8	350	2458	2701	121.6
24	55	0.53	25.8	350	2587	2845	128.8
24	56	0.56	25.8	350	2715	2987	135.9
30	50	0.39	32.0	200	2518	2692	118.5
30	51	0.43	32.0	250	2736	2928	130.5
30	52	0.47	32.0	300	2954	3164	142.5
30	53	0.51	32.0	350	3170	3397	154.4
30	54	0.55	32.0	350	3387	3631	166.3
30	55	0.59	32.0	350**	3603	3865	178.2
30	56	0.63	32.0	350**	3817	4097	190.0
36	50	0.43	38.3	200	3344	-	156.5
36	51	0.48	38.3	250	3670	-	174.5
36	52	0.53	38.3	300	3994	-	192.4
36	53	0.58	38.3	350	4319	-	210.3
36	54	0.63	38.3	350	4641	-	228.1
36	55	0.68	38.3	350**	4964	-	245.9
36	56	0.73	38.3	350**	5286	-	263.7

Thicknesses and dimensions of 12" through 48" Ductile Iron pipe conform to ANSI/AWWA C151/A21.51.

Weights may vary from the standard because of differences in bell weights.

<sup>aa</sup>Tolerance of O.D. of spigot end: (12in., ±0.06in.), (16–24 in., +0.05 in., -0.08 in.), (30–48 in., +0.08 in., -0.06in.).

<sup>b</sup>Including bell; calculated weight of pipe rounded off to nearest 5 lbs.

<sup>c</sup>Consult with USP for higher pressure applications

# SPECIFICATIONS

Thickness Class (Thickness, Dimension & Weight Continued)

HDSS®

INCHES SIZE	THICKNESS CLASS	INCHES		PSI	POUNDS		
		NOMINAL THICKNESS	OUTER DIAMETER*	RESTRAINED JOINT PRESSURE RATING	WEIGHT PER LENGTH**		BARREL WEIGHT**
					18-FOOT LAYING LENGTH	20-FOOT LAYING LENGTH	PER FOOT
42	50	0.47	44.5	200	4272	-	198.9
42	51	0.53	44.5	250	4724	-	224.0
42	52	0.59	44.5	300	5176	-	249.1
42	53	0.65	44.5	350	5624	-	274.0
42	54	0.71	44.5	350	6072	-	298.9
42	55	0.77	44.5	350	6519	-	323.7
42	56	0.83	44.5	350	6963	-	348.4

Thicknesses and dimensions of 12" through 48" Ductile Iron pipe conform to ANSI/AWWA C151/A21.51.

Weights may vary from the standard because of differences in bell weights.

<sup>a</sup>Tolerance of O.D. of spigot end: (12in., ±0.06in.), (16–24 in., +0.05 in., -0.08 in.), (30–48 in., +0.08 in., -0.06in.).

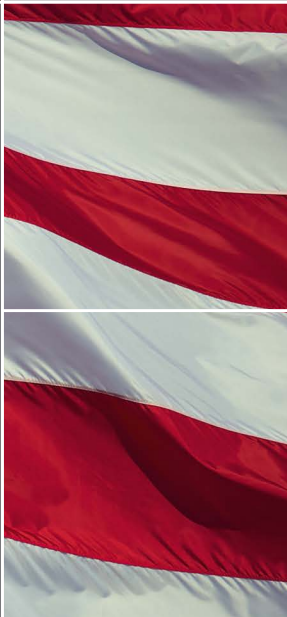
<sup>b</sup>Including bell; calculated weight of pipe rounded off to nearest 5 lbs.

<sup>c</sup>Consult with USP for higher pressure applications





U.S. Pipe, a Forterra Company, is the leading manufacturer and a principal supplier of highly engineered ductile iron pipe and fabrication in the United States and Canada. Providing custom solutions to owners, engineers and contractors for even the most demanding applications, including water transmission and distribution lines, plant piping, intake and outfall lines, and other diverse applications.



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Materials and specifications are subject to change without notice.

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Our products are manufactured in conformance with national standards so that our customers may be assured of getting the performance and longevity they expect. Use of accessories or other appurtenances that do not comply with recognized standards may jeopardize the performance and longevity of the project.

#### Headquarters

U.S. Pipe  
Two Chase Corporate Drive  
Suite 200  
Birmingham, AL 35244

866-347-7473  
info@uspipe.com  
www.uspipe.com



A Forterra Company



ITB #5753-22 SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings Tabulation

Reference Number	Description	Type	UOM	Quantity	Core & Main	H D FOWLER CO	Consolidated Supply Co.
Products for 2018107- SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)							
#1	DI Pipe 6" Dia (Restrained)	Base	LF	30	\$1,080.60	\$912.60	\$846.90
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63	\$4,437.09	\$3,908.52	\$3,571.47
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$283,966.80	\$320,190.00	\$443,913.60
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$459,317.28	\$546,744.00	\$690,798.40
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4	\$1,615.92	\$1,683.24	\$1,795.48
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1	\$564.86	\$529.55	\$564.86
#7	Tee - 12" x 6" MJ	Base	ea	1	\$521.96	\$489.33	\$521.96
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2	\$710.26	\$665.86	\$710.24
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19	\$2,469.62	\$2,852.66	\$2,739.23
#10	Bend - 30", 11.25 deg	Base	ea	1	\$4,547.25	\$4,357.78	\$4,648.30
#11	Bend - 30", 22.5 deg	Base	ea	1	\$5,055.53	\$4,844.87	\$5,167.88
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2	\$11,833.28	\$11,340.20	\$12,096.22
#13	Bend - 30", 45 deg	Base	ea	3	\$17,749.92	\$17,010.30	\$18,144.33
#14	Bend - 30", 90 deg	Base	ea	3	\$26,390.52	\$25,290.90	\$26,976.96
#15	Tee - 30"x30" MJ	Base	ea	0	\$0.00	\$0.00	\$0.00

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2	\$10,330.20	\$9,899.78	\$10,559.78
#17	Tee - 30"x12", MJ on 12"	Base	ea	1	\$6,656.50	\$6,379.15	\$6,804.62
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28	\$31,002.16	\$39,047.68	\$33,841.64
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5	\$257.80	\$297.75	\$285.95
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1	\$2,612.75	\$4,131.95	\$5,513.60
#21	Gate Valve 12" FLJxMJ	Base	ea	1	\$2,898.28	\$2,662.64	\$2,850.08
#22	Butterfly Valve 30" MJxMJ	Base	ea	2	\$49,315.80	\$48,458.20	\$49,715.74
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4	\$4,573.72	\$6,834.96	\$6,618.28
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4	\$6,478.80	\$11,968.80	\$11,415.36
#25	1700 Megalug Harness 30" Dia	Base	ea	1	\$1,793.57	\$1,718.83	\$1,941.72
#26	Bend - 8" 45 Deg,	Base	ea	12	\$2,154.60	\$2,019.84	\$2,154.48
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24	\$1,652.40	\$1,908.72	\$1,832.88
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3	\$529.11	\$496.02	\$529.11
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80	\$3,566.40	\$3,190.40	\$2,992.00
Sub Total					\$944,082.98	\$1,079,834.53	\$1,349,551.07

Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane

#1	DI Pipe 12" Dia	Base	LF	826	\$45,033.52	\$37,029.58	\$37,789.50
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780	\$50,551.80	\$48,391.20	\$44,226.00
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$891,055.62	\$1,008,598.50	\$1,398,327.84
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$620,306.00	\$736,725.00	\$930,835.00
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2	\$5,152.34	\$5,086.40	\$13,990.94
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12	\$27,713.28	\$24,601.44	\$29,521.80
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15	\$34,022.10	\$30,201.90	\$36,242.25
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5	\$16,108.70	\$14,300.00	\$17,160.00
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4	\$952.16	\$826.84	\$992.20
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6	\$1,523.22	\$1,322.76	\$1,587.30
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4	\$1,161.12	\$1,008.32	\$1,210.00
#12	Tee - 12"x12" MJ	Base	EA	1	\$487.67	\$423.50	\$508.20
#13	Gate Valve 12" MJxMJ	Base	EA	3	\$9,029.28	\$9,141.30	\$8,943.69
#14	Gate Valve 12" FLxMJ	Base	EA	1	\$2,898.28	\$2,662.64	\$2,845.69
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78	\$86,363.16	\$86,542.56	\$94,273.14
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38	\$4,939.24	\$4,732.90	\$5,478.46
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5	\$4,471.90	\$4,628.50	\$5,135.60

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4	\$4,548.36	\$4,706.12	\$5,292.00
#19	1700 Megalug Harness 30"	Base	EA	3	\$5,380.71	\$3,183.24	\$5,825.16
#20	Sleeve - 12" MJxMJ	Base	ea	6	\$1,605.54	\$1,394.28	\$1,673.10
#21	Adapter - 12" FLxMJ	Base	ea	2	\$609.08	\$528.92	\$634.70
#22	Gate Valve - 12" FLxFL	Base	ea	1	\$3,009.76	\$2,764.94	\$2,954.56
#23	Check Valve Wafer Style 12"	Base	ea	2	\$5,781.02	\$6,181.00	\$3,836.32
#24	1700 Megalug Harness 12"	Base	ea	3	\$637.98	\$598.08	\$675.51
#25	DI Plug MJ - 30"	Base	ea	2	\$3,697.80	\$3,282.58	\$4,170.82
#25	DI Plug MJ - 12"	Base	ea	3	\$465.51	\$404.25	\$513.63
#26	Bend - 30" 45 Deg	Base	ea	4	\$10,827.96	\$9,612.16	\$12,213.12
Sub Total					\$1,838,333.11	\$2,048,878.91	\$2,666,856.53
<b>Total Extended</b>					<b>\$2,782,416.09</b>	<b>\$3,128,713.44</b>	<b>\$4,016,407.60</b>



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0894
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2018106
<b>Bid #</b>	RFQ 5753-22
<b>Requisition #</b>	RE

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	0370 - PIPE PREORDER MARSHALL RD T-MAIN (2018106) CORE AND MAIN

**Agenda Wording**  
Pipe Preorder in support of the Marshall Road Transmission Phase 1 project with Core and Main.

**Summary (Background)**  
Sealed bids were accepted through the City's electronic bidding portal on 11/21/22 to support the SIA Transmission Main Crossing under I-90 and the Marshall Road Transmission Main Projects. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. Items proposed for preorder are included as outlined in the bid tabulation.

Lease? NO	Grant related? NO	Public Works? YES
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 1,751,355.90	# 4250-42300-94340-56501-15771
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	BULLER, DAN	<b>Study Session\Other</b>	PIES 11/28/2022
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	KINNEAR
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	eraea@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org	
<b>Additional Approvals</b>		ICM@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	ddaniels@spokanecity.org	

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	dbuller@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion      Time Requested: _____
<b>Agenda Item Name</b>	Marshall Rd Transmission Main
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support such development.</li> <li>At present, a single transmission main (large diameter main) connects the city's sources of supply (wells) to the growing Hwy 195 residential corridor.</li> <li>This project provides a second transmission main by way of a three phase 2.5 mile 30" diameter transmission main.</li> <li>Phase 1 is within the mostly gravel Marshall Rd. and is planned for construction in 2023.</li> <li>Phase 2 crosses multiple privately owned parcels as well as the railroad and is planned for either later 2023 or 2024.</li> <li>Phase 3 is mostly within Cheney Spokane Rd. and is planned for construction in 2024.</li> <li>This project is locally funded.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source      X One-time <input type="checkbox"/> Recurring	
Specify funding source: project funds (generally street or utility funds)	
Expense Occurrence    X One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
<p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

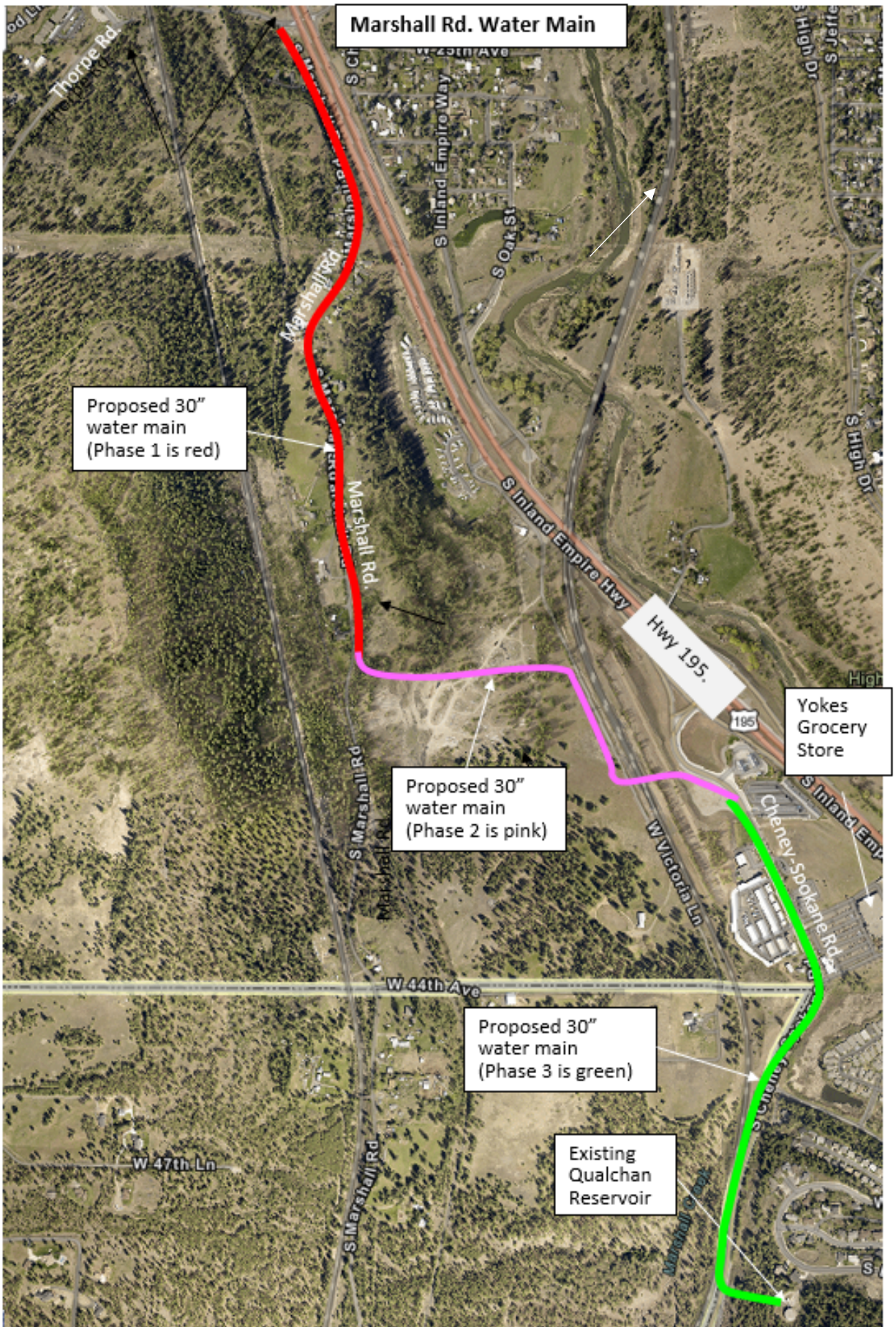
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



Project Location



## Bid Response Summary

**Bid Number** ITB 5753-22  
**Bid Title** SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings  
**Due Date** Monday, November 21, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Core & Main  
**Submitted By** Kevin Hoglund - Thursday, November 17, 2022 1:07:38 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 kevin.hoglund@coreandmain.com 509-893-1055

### Comments

### Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Kevin Hoglund/ 509-590-5397 / kevin.hoglund@corenadmain.com
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in late November 2022. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I understand and I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. The items needing to be ordered are in the Pricing tab as well as in the Documents tab.	I understand and I agree
	2	The City of Spokane may award the products to multiple vendors based on size or product.	I understand and I agree
	3	The City of Spokane will adjust pipe quantities on the Purchase Order to meet standard pipe lengths.	I acknowledge and I understand
	4	Upload the "Pre-Order Specifications" document in the "Documents" tab. This document will need to be printed and signed prior to uploading it. This document will need to be saved as one document as this system will only allow upload of one document. Signing and uploading this document means you have read and understood ALL the information on this document.	ITB #5753-22 Preorder specs (1).pdf
Withdrawal of Bid			
	1	Suppliers may withdraw Bids prior to the scheduled Bid due date and time. Unless otherwise specified, no Bids may be withdrawn for thirty (30) calendar days after the due date.	I understand and I agree



Use of American Iron  
and Steel - ONLY FOR  
SIA T-MAIN  
CROSSING I90 ITEMS

- |   |  |                          |
|---|--|--------------------------|
| 1 | <p>This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.</p> | I understand and I agree |
| 2 | <p>The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.</p>  | I understand and I agree |
| 3 | <p>Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.</p>  | I understand and I agree |

Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I understand and I agree
2	All product shall be ordered/delivered FOB: Destination to a City owned lot at the intersection of Queen & Myrtle although we reserve the right to change that location. Final delivery destination to be communicated at least three (3) weeks prior to delivery.	I understand and I agree
3	PARTIAL DELIVERIES ARE REQUIRED and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I understand and I agree
4	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained.	I understand and I agree
5	24-hour prior notice of delivery is required to Matthew Meek at (509) 625-7817.	I understand and I agree
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price for one (1) month from the "due date" of this ITB. Supplier agrees to sell at the same price, terms, and conditions for one (1) month from the "due date" of this ITB..	Yes
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	I understand and I agree
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I understand and I agree
Business Registration Requirement		

1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
2	Supplier's Business Registration No.	T1205100BUS
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	I understand and I agree
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	I understand and I agree
Other		
1	This area is for suppliers to add any additional information, comments, etc.	
2	This area is for suppliers to upload add any additional information, documents, etc. You can only upload one document so if you have multiple documents, combine them into one before uploading.	

## Pricing Responses

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Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Products for 2018107-SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)									
	#1	DI Pipe 6" Dia (Restrained)	Base	LF	30.00	\$36.02	\$1,080.60	in-stock	
	#2	DI Pipe 12" Dia (Restrained)	Base	LF	63.00	\$70.43	\$4,437.09	in-stock	
	#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$182.03	\$283,966.80	34-36 weeks	
	#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$263.37	\$459,317.28	34-36 weeks	
	#5	Bend - 12" 45 degree MJxMJ	Base	ea	4.00	\$403.98	\$1,615.92	2-4 weeks	
	#6	Bend - 12" 90 degree MJxMJ	Base	ea	1.00	\$564.86	\$564.86	2-4 weeks	
	#7	Tee - 12" x 6" MJ	Base	ea	1.00	\$521.96	\$521.96	2-4 weeks	
	#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2.00	\$355.13	\$710.26	2-4 weeks	
	#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19.00	\$129.98	\$2,469.62	In-stock	
	#10	Bend - 30", 11.25 deg	Base	ea	1.00	\$4,547.25	\$4,547.25	34-36 weeks	
	#11	Bend - 30", 22.5 deg	Base	ea	1.00	\$5,055.53	\$5,055.53	34-36 weeks	
	#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2.00	\$5,916.64	\$11,833.28	34-36 weeks	
	#13	Bend - 30", 45 deg	Base	ea	3.00	\$5,916.64	\$17,749.92	34-36 weeks	
	#14	Bend - 30", 90 deg	Base	ea	3.00	\$8,796.84	\$26,390.52	34-36 weeks	
	#15	Tee - 30"x30" MJ	Base	ea	0.00	\$0.00	\$0.00	34-36 weeks	

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2.00	\$5,165.10	\$10,330.20	34-36 weeks
#17	Tee - 30"x12", MJ on 12"	Base	ea	1.00	\$6,656.50	\$6,656.50	34-36 weeks
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28.00	\$1,107.22	\$31,002.16	34-36 weeks
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5.00	\$51.56	\$257.80	in-stock
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1.00	\$2,612.75	\$2,612.75	2-4 weeks
#21	Gate Valve 12" FLJxMJ	Base	ea	1.00	\$2,898.28	\$2,898.28	34-36 weeks
#22	Butterfly Valve 30" MJxMJ	Base	ea	2.00	\$24,657.90	\$49,315.80	48-50 weeks
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4.00	\$1,143.43	\$4,573.72	2-4 weeks
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4.00	\$1,619.70	\$6,478.80	2-4 weeks
#25	1700 Megalug Harness 30" Dia	Base	ea	1.00	\$1,793.57	\$1,793.57	34-36 weeks
#26	Bend - 8" 45 Deg,	Base	ea	12.00	\$179.55	\$2,154.60	2-4 weeks
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24.00	\$68.85	\$1,652.40	in-stock
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3.00	\$176.37	\$529.11	2-4 weeks
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80.00	\$44.58	\$3,566.40	in-stock
Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane							
#1	DI Pipe 12" Dia	Base	LF	826.00	\$54.52	\$45,033.52	in-stock
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780.00	\$64.81	\$50,551.80	in-stock



#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$181.33	\$891,055.62	34-36 weeks
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$263.96	\$620,306.00	34-36 weeks
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2.00	\$2,576.17	\$5,152.34	2-4 weeks
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12.00	\$2,309.44	\$27,713.28	34-36 weeks
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15.00	\$2,268.14	\$34,022.10	34-36 weeks
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5.00	\$3,221.74	\$16,108.70	34-36 weeks
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4.00	\$238.04	\$952.16	2-4 weeks
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6.00	\$253.87	\$1,523.22	2-4 weeks
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4.00	\$290.28	\$1,161.12	2-4 weeks
#12	Tee - 12"x12" MJ	Base	EA	1.00	\$487.67	\$487.67	2-4 weeks
#13	Gate Valve 12" MJxMJ	Base	EA	3.00	\$3,009.76	\$9,029.28	2- in-stock
#14	Gate Valve 12" FLxMJ	Base	EA	1.00	\$2,898.28	\$2,898.28	34-36 weeks
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78.00	\$1,107.22	\$86,363.16	34-36 weeks
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38.00	\$129.98	\$4,939.24	in-stock
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5.00	\$894.38	\$4,471.90	2-4 weeks
#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4.00	\$1,137.09	\$4,548.36	2-4 weeks
#19	1700 Megalug Harness 30"	Base	EA	3.00	\$1,793.57	\$5,380.71	34-36 weeks
#20	Sleeve - 12" MJxMJ	Base	ea	6.00	\$267.59	\$1,605.54	2-4 weeks
#21	Adapter - 12" FLxMJ	Base	ea	2.00	\$304.54	\$609.08	2-4 weeks
#22	Gate Valve - 12" FLxFL	Base	ea	1.00	\$3,009.76	\$3,009.76	34-36 weeks
#23	Check Valve Wafer Style 12"	Base	ea	2.00	\$2,890.51	\$5,781.02	10-12 weeks

#24	1700 Megalug Harness 12"	Base	ea	3.00	\$212.66	\$637.98	12-15 weeks
#25	DI Plug MJ - 30"	Base	ea	2.00	\$1,848.90	\$3,697.80	34-36 weeks
#25	DI Plug MJ - 12"	Base	ea	3.00	\$155.17	\$465.51	2-4 weeks
#26	Bend - 30" 45 Deg	Base	ea	4.00	\$2,706.99	\$10,827.96	2-4 weeks
<b>Total Base Bid</b>	\$2,782,416.09						

## Specifications for Water Pipe, Fittings & Valves

The pipe, fittings & valves included in this bid solicitation shall meet standard City of Spokane water dept materials ordering practice as specified in the 2022 WSDOT Standard Specifications for Road, Bridge and Municipal Construction except as modified below.

### SECTION 7-09 WATER MAINS

#### 7-09.2 Materials

Water mains shall be at the pressure class or thickness class with equal or greater wall thickness as listed below.

Ductile Iron Pipe Diameter	Pressure Class
3 inch to 12 inch	350
Greater than 12 inch	150

### SECTION 9-30 WATER DISTRIBUTION MATERIALS

#### 9-30.2 Fittings

#### 9-30.2(6) Restrained Joints

**Add** the following after the last paragraph:

For pipe 12-inches and under, acceptable manufactured restraint joint systems are as follows:

MJ Gripper Gland as manufactured by U.S. Pipe;  
TR Flex restraint joints as manufactured by U.S. Pipe; Lok-tyton restraint joints as manufactured by U.S. Pipe;  
Field-Lok restraint joint as manufactured by U.S. Pipe;  
Tyton-Lok mechanical joints as manufactured by the Pacific States Cast Iron Pipe Company;  
MEGALUG as manufactured by Ebaa Iron, Inc.;  
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;  
Gripper Gaskets as manufactured by Gripper Gasket LLC;  
McWayne Sure Stop 350 gaskets as manufactured by McWayne.  
One-Lok as manufactured by SIGMA Corporation;  
Star Grip as manufactured by Star Pipe Products;  
ROMAGrip as manufactured by ROMAC Industries.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe 12-inchs and under have multiple teeth on the gripping wedge at the gripping surface.

*Kevin Hoglund*

For pipe larger than 12-inches the acceptable manufactured restraint joint systems are as follows:

TR Flex Gripper Ring as manufactured by U.S. Pipe (Water Department's written approval is required prior to use);  
TR flex restraint joints as manufactured by U.S. Pipe; Lok-Tyton restraint joints as manufactured by U.S. Pipe;  
Tyton-Lok mechanical joints as manufactured by Pacific States Cast Iron Pipe Company;  
American Lok-Ring restraint joints as manufactured by American Ductile Iron Pipe Company;  
Flex-Ring Joint Including Field Flex-Ring for sizes 14-inch through 36-inch restraint joints as manufactured by American Ductile Iron Pipe Company;  
MEGALUG [pipe 48-inches and under] as manufactured by EBAA Inc.;  
Field Lok Gaskets as manufactured by United States Pipe & Foundry Company;  
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;  
SuperLug as manufactured by Sigma Corporation;  
Snap-loc restraints for push-on joints as manufactured by Griffin Pipe Products Co.;  
HP Loc Restrained joint pipe as manufactured by U.S. Pipe Co;  
Star Grip as manufactured by Star Pipe Products.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe larger than 12-inches have multiple teeth on the gripping wedge at the gripping surface.

### **9-30.3 Valves**

Check Valves. Check valves shall be wafer type resilient seat double disc swing check valves, of class specified on the Plans or Special Provisions with cast or ductile iron plate and body, Buna-N seals and plain or flat face, Marlin Duo-Check II, HMP, or an approved substitute.

**Replace** the last sentence with the following:

Valves shall open CLOCKWISE (open right).

Gate Valves. Gate valves shall be resilient seat. Where indicated on the Plans or directed by the Engineer, ends shall be flange x mechanical joint, flange x flange, or mechanical joint x mechanical joint.

Pre-Approved Gate Valve Manufacturers:

American Flow Systems  
Clow  
East Jordan Iron Works  
M&H  
Mueller  
Kennedy

*Kevin Hoglund*

Stockham  
Waterous

All valves shall comply with ANSI/AWWA C509-01 or ANSI/AWWA C515-01 or their latest revisions, Class 150. Resilient seated Gate Valves shall be non-rising stem type suitable for direct burial, or the rising stem type (OS&Y). Shaft seals shall be standard "O" ring seals.

All cast iron shall conform to ASTM A-126 Class B. All ductile iron shall conform to ASTM A-536 Class B.

Stems shall be manganese bronze having a minimum ultimate tensile strength of 60,000 psi, and a minimum yield strength of 20,000 psi or greater. Stainless steel stems will also be allowed. Bolts shall be electro-plated steel with hex heads and hex nuts in accordance with ASTM A-307.

NRS stem collars shall be cast integral with the stem and machined to size. The housing for the valve stem collar shall be machined. A thrust bearing shall be incorporated as required to optimize operating torques.

NRS valves shall be furnished with "O" ring stem seals using two "O" rings located above the thrust collar to be set in grooves in the stem.

The internal and external iron surfaces of the body and bonnet shall be totally coated with epoxy and shall conform to AWWA 550 standards. Gates for all valves shall be encapsulated in rubber, be field replaceable and provide a dual seal on the mating body seat. Valves shall be capable of installation in any position with rated sealing in both directions. Rubber seats of specially compounded SBR material shall be utilized and be capable of sealing even under conditions of normal wear. The valve body shall have internal guides engaging integral lugs in the gate in a tongue and groove manner, supporting the gate throughout open/close travel.

Gate valve stems shall have a 2" wrench operating nut, painted red and with an arrow showing clockwise opening direction. Gate valves shall open in a clockwise direction of the operating nut (Open Right).

Rising stem gate valves (OS&Y) shall open in a counter-clockwise direction (Open Left) and shall be wheel top operator, painted black.

Gate valves shall be furnished with a type of end connection as follows: Mechanical joint per ANSI/AWWA C111, or Flange-ANSI/AWWA flange drilling Class 125, or as shown on the plans.

Markings shall be in accordance with ANSI/AWWA C509-01, or ANSI/AWWA 515-01 to include the name of the manufacturer, minimum working pressure, and valve size.

*Kevin Hoglund*

Gate valves shall be rated for zero leakage at 150 psi water working pressure and have a 300 psi hydrostatic test for structural soundness for 4" through 12".

Bidders shall submit a catalog or brochure that describes the valves, including materials used in the valve construction, they propose to furnish.

### **9-30.3(3) Butterfly Valves**

**Add** the following after the first paragraph:

Valve shafts shall be constructed of 18-8 Type 304 stainless steel or protected with 18-8 Type 304 stainless steel journals.

The valve mating seat shall be constructed of 18-8 Type 304 stainless steel.

Valve ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.11 or as specified on the Plans and Specifications.

The vendor and/or Contractor shall furnish the City of Spokane an affidavit of compliance that the valves furnished comply with, or exceed the applicable provisions of these Specifications as well as those of the ANSI/AWWA C504 (latest revision).

### **Tapping Sleeves**

A. Fabricated Steel Tapping Sleeve, Flange Outlet

Nuts and bolts must be Type 304 stainless steel.

**Acceptable Products: Ford FTSC-SH, ROMAC FTS420-SSFE, or Smith-Blair 622-031 only.**

### **Ductile Iron Fittings**

All ductile iron fittings must be compact style (unless otherwise noted), provided without accessories, and meet ANSI/AWWA C153/A21.53-11 standards. Full body fittings, meeting ANSI/AWWA C110/A21.10-12 standards, are acceptable only when a requested fitting is not covered by the C153 standard.

### **Gaskets**

B. Tyton Joint Restraint Gasket

**Approved Products: US Pipe Field Lok, Gripper Gasket, or McWane Sure Stop only.**

The following is only applicable to that portion of the job entitled SIA T-main I90 Crossings.

*Kevin Hoglund*

## American Iron and Steel Provision

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

*Kevin Hoglund*



ITB #5753-22 SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings Tabulation

Reference Number	Description	Type	UOM	Quantity	Core & Main	H D FOWLER CO	Consolidated Supply Co.
Products for 2018107- SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)							
#1	DI Pipe 6" Dia (Restrained)	Base	LF	30	\$1,080.60	\$912.60	\$846.90
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63	\$4,437.09	\$3,908.52	\$3,571.47
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$283,966.80	\$320,190.00	\$443,913.60
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$459,317.28	\$546,744.00	\$690,798.40
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4	\$1,615.92	\$1,683.24	\$1,795.48
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1	\$564.86	\$529.55	\$564.86
#7	Tee - 12" x 6" MJ	Base	ea	1	\$521.96	\$489.33	\$521.96
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2	\$710.26	\$665.86	\$710.24
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19	\$2,469.62	\$2,852.66	\$2,739.23
#10	Bend - 30", 11.25 deg	Base	ea	1	\$4,547.25	\$4,357.78	\$4,648.30
#11	Bend - 30", 22.5 deg	Base	ea	1	\$5,055.53	\$4,844.87	\$5,167.88
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2	\$11,833.28	\$11,340.20	\$12,096.22
#13	Bend - 30", 45 deg	Base	ea	3	\$17,749.92	\$17,010.30	\$18,144.33
#14	Bend - 30", 90 deg	Base	ea	3	\$26,390.52	\$25,290.90	\$26,976.96
#15	Tee - 30"x30" MJ	Base	ea	0	\$0.00	\$0.00	\$0.00

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2	\$10,330.20	\$9,899.78	\$10,559.78
#17	Tee - 30"x12", MJ on 12"	Base	ea	1	\$6,656.50	\$6,379.15	\$6,804.62
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28	\$31,002.16	\$39,047.68	\$33,841.64
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5	\$257.80	\$297.75	\$285.95
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1	\$2,612.75	\$4,131.95	\$5,513.60
#21	Gate Valve 12" FLJxMJ	Base	ea	1	\$2,898.28	\$2,662.64	\$2,850.08
#22	Butterfly Valve 30" MJxMJ	Base	ea	2	\$49,315.80	\$48,458.20	\$49,715.74
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4	\$4,573.72	\$6,834.96	\$6,618.28
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4	\$6,478.80	\$11,968.80	\$11,415.36
#25	1700 Megalug Harness 30" Dia	Base	ea	1	\$1,793.57	\$1,718.83	\$1,941.72
#26	Bend - 8" 45 Deg,	Base	ea	12	\$2,154.60	\$2,019.84	\$2,154.48
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24	\$1,652.40	\$1,908.72	\$1,832.88
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3	\$529.11	\$496.02	\$529.11
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80	\$3,566.40	\$3,190.40	\$2,992.00
Sub Total					\$944,082.98	\$1,079,834.53	\$1,349,551.07

Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane

#1	DI Pipe 12" Dia	Base	LF	826	\$45,033.52	\$37,029.58	\$37,789.50
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780	\$50,551.80	\$48,391.20	\$44,226.00
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$891,055.62	\$1,008,598.50	\$1,398,327.84
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$620,306.00	\$736,725.00	\$930,835.00
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2	\$5,152.34	\$5,086.40	\$13,990.94
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12	\$27,713.28	\$24,601.44	\$29,521.80
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15	\$34,022.10	\$30,201.90	\$36,242.25
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5	\$16,108.70	\$14,300.00	\$17,160.00
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4	\$952.16	\$826.84	\$992.20
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6	\$1,523.22	\$1,322.76	\$1,587.30
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4	\$1,161.12	\$1,008.32	\$1,210.00
#12	Tee - 12"x12" MJ	Base	EA	1	\$487.67	\$423.50	\$508.20
#13	Gate Valve 12" MJxMJ	Base	EA	3	\$9,029.28	\$9,141.30	\$8,943.69
#14	Gate Valve 12" FLxMJ	Base	EA	1	\$2,898.28	\$2,662.64	\$2,845.69
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78	\$86,363.16	\$86,542.56	\$94,273.14
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38	\$4,939.24	\$4,732.90	\$5,478.46
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5	\$4,471.90	\$4,628.50	\$5,135.60

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4	\$4,548.36	\$4,706.12	\$5,292.00
#19	1700 Megalug Harness 30"	Base	EA	3	\$5,380.71	\$3,183.24	\$5,825.16
#20	Sleeve - 12" MJxMJ	Base	ea	6	\$1,605.54	\$1,394.28	\$1,673.10
#21	Adapter - 12" FLxMJ	Base	ea	2	\$609.08	\$528.92	\$634.70
#22	Gate Valve - 12" FLxFL	Base	ea	1	\$3,009.76	\$2,764.94	\$2,954.56
#23	Check Valve Wafer Style 12"	Base	ea	2	\$5,781.02	\$6,181.00	\$3,836.32
#24	1700 Megalug Harness 12"	Base	ea	3	\$637.98	\$598.08	\$675.51
#25	DI Plug MJ - 30"	Base	ea	2	\$3,697.80	\$3,282.58	\$4,170.82
#25	DI Plug MJ - 12"	Base	ea	3	\$465.51	\$404.25	\$513.63
#26	Bend - 30" 45 Deg	Base	ea	4	\$10,827.96	\$9,612.16	\$12,213.12
Sub Total					\$1,838,333.11	\$2,048,878.91	\$2,666,856.53
<b>Total Extended</b>					<b>\$2,782,416.09</b>	<b>\$3,128,713.44</b>	<b>\$4,016,407.60</b>



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0895
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2018107
<b>Bid #</b>	RFQ 5753-22
<b>Requisition #</b>	RE

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	0370 – PIPE PREORDER SIA T-LINE CROSSING UNDER I-90 (2018107) CORE AND MAIN

**Agenda Wording**

Pipe Preorder in support of the SIA Transmission Line Crossing under I-90 with Core and Main.

**Summary (Background)**

Sealed bids were accepted through the City's electronic bidding portal on 11/21/22 to support the SIA Transmission Main Crossing under I-90 and the Marshall Road Transmission Main Projects. Award is recommended across three respondents in accordance with the low responsive, responsible bidder able to deliver timely in each category. Items proposed for preorder are included as outlined in the bid tabulation.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 1,029,050.45

Select \$

Select \$

Select \$

**Budget Account**

# 4250-98818-94340-56501-15801

#

#

#

**Approvals**

<b>Dept Head</b>	BULLER, DAN
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	PERKINS, JOHNNIE

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/28/2022
<b>Council Sponsor</b>	KINNEAR
<b>Distribution List</b>	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
<b>Additional Approvals</b>	ICM@spokanecity.org
<b>Purchasing</b>	ddaniels@spokanecity.org

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion      Time Requested: _____
<b>Agenda Item Name</b>	SIA I-90 Transmission Main
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• In order to serve the growing West Plains including the West Plains PDA, the Water Department is making upgrades to the water system in this area.</li> <li>• A third water tank near the airport (next to the existing two tanks) is currently under construction.</li> <li>• Another booster station next to the existing booster station on the south side of I-90 is planned within the next three years.</li> <li>• Additionally a 30" water main connecting the new tank and new booster station is in design and nearly ready for bidding – see attached exhibit. This water main will supplement the existing 18" water main.</li> <li>• Crossing of I-90 will be by boring and jacking (i.e., tunneling).</li> <li>• This work is planned for the summer of 2023.</li> <li>• Funding for this project is provided by a low interest federal loan to be repaid with utility rate revenue.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

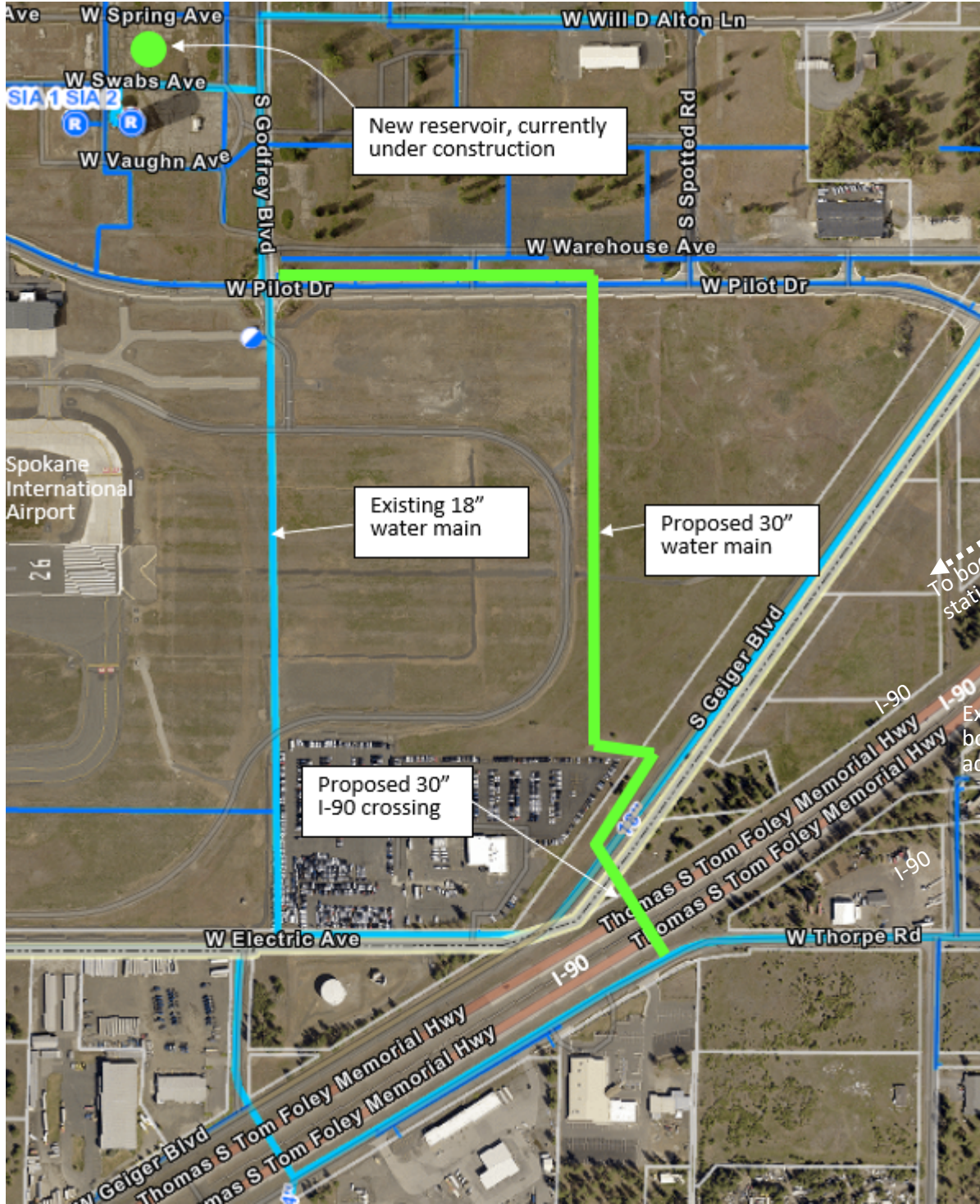
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



### Project Location



## Bid Response Summary

**Bid Number** ITB 5753-22  
**Bid Title** SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings  
**Due Date** Monday, November 21, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Core & Main  
**Submitted By** Kevin Hogle - Thursday, November 17, 2022 1:07:38 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 kevin.hogle@coreandmain.com 509-893-1055

### Comments

### Question Responses

Group	Reference Number	Question	Response
Contact			
	1	Indicate the appropriate point of contact (phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, explicitly specify all relevant contacts.	Kevin Hogle / 509-590-5397 / kevin.hogle@coreandmain.com
Council Approval			
	1	This purchase is subject to City Council approval. Approval is anticipated in late November 2022. The City assumes no obligation to purchase until the purchase is approved by Council and a City purchase order is issued.	I understand and I agree
General			
	1	Acceptable product makes/models, where specified, must be adhered to. The items needing to be ordered are in the Pricing tab as well as in the Documents tab.	I understand and I agree
	2	The City of Spokane may award the products to multiple vendors based on size or product.	I understand and I agree
	3	The City of Spokane will adjust pipe quantities on the Purchase Order to meet standard pipe lengths.	I acknowledge and I understand
	4	Upload the "Pre-Order Specifications" document in the "Documents" tab. This document will need to be printed and signed prior to uploading it. This document will need to be saved as one document as this system will only allow upload of one document. Signing and uploading this document means you have read and understood ALL the information on this document.	ITB #5753-22 Preorder specs (1).pdf
Withdrawal of Bid			
	1	Suppliers may withdraw Bids prior to the scheduled Bid due date and time. Unless otherwise specified, no Bids may be withdrawn for thirty (30) calendar days after the due date.	I understand and I agree

Use of American Iron  
and Steel - ONLY FOR  
SIA T-MAIN  
CROSSING I90 ITEMS

- |   |  |                          |
|---|--|--------------------------|
| 1 | <p>This provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.). This provision does not apply if the engineering plans and specifications for the project were approved by the Ecology prior to January 17, 2014. The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Fund which contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirements") including iron and steel products provided by the Contractor pursuant to this Agreement. "Iron and Steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.</p> | I understand and I agree |
| 2 | <p>The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that: (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Project Owner or the State.</p>  | I understand and I agree |
| 3 | <p>Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Project Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.</p>  | I understand and I agree |

Delivery		
1	All freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point.	I understand and I agree
2	All product shall be ordered/delivered FOB: Destination to a City owned lot at the intersection of Queen & Myrtle although we reserve the right to change that location. Final delivery destination to be communicated at least three (3) weeks prior to delivery.	I understand and I agree
3	PARTIAL DELIVERIES ARE REQUIRED and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs.	I understand and I agree
4	Supplier acknowledges that they understand delivery is needed as soon as product can be obtained.	I understand and I agree
5	24-hour prior notice of delivery is required to Matthew Meek at (509) 625-7817.	I understand and I agree
Additional Items		
1	The City of Spokane reserves the right to purchase additional items at the quoted price for one (1) month from the "due date" of this ITB. Supplier agrees to sell at the same price, terms, and conditions for one (1) month from the "due date" of this ITB..	Yes
Payment Terms		
1	Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law or if paid by credit card) according to net30 terms after receipt of goods ordered. A completed ACH application is required (if not already on file) before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediate make every effort to settle the disputed amount.	I understand and I agree
Sales Tax		
1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I understand and I agree
Business Registration Requirement		

1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	Understood and Agreed
2	Supplier's Business Registration No.	T1205100BUS
Polychlorinated Biphenyls (PCBs)		
1	In accordance with SMC 7.06.172(A), respondent certifies the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	I understand and I agree
2	As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
3	If so, were PCBs found at a measurable level?	
4	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
5	If so, note from whom the results can be obtained.	
6	Do you have reason to believe the product contains measurable levels of PCBs?	No
7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
Terms & Conditions		
1	Submission of a bid constitutes acceptance of the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab.	I understand and I agree
Other		
1	This area is for suppliers to add any additional information, comments, etc.	
2	This area is for suppliers to upload add any additional information, documents, etc. You can only upload one document so if you have multiple documents, combine them into one before uploading.	

## Pricing Responses

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Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment	Make/Model
Products for 2018107-SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)									
	#1	DI Pipe 6" Dia (Restrained)	Base	LF	30.00	\$36.02	\$1,080.60	in-stock	
	#2	DI Pipe 12" Dia (Restrained)	Base	LF	63.00	\$70.43	\$4,437.09	in-stock	
	#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$182.03	\$283,966.80	34-36 weeks	
	#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$263.37	\$459,317.28	34-36 weeks	
	#5	Bend - 12" 45 degree MJxMJ	Base	ea	4.00	\$403.98	\$1,615.92	2-4 weeks	
	#6	Bend - 12" 90 degree MJxMJ	Base	ea	1.00	\$564.86	\$564.86	2-4 weeks	
	#7	Tee - 12" x 6" MJ	Base	ea	1.00	\$521.96	\$521.96	2-4 weeks	
	#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2.00	\$355.13	\$710.26	2-4 weeks	
	#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19.00	\$129.98	\$2,469.62	In-stock	
	#10	Bend - 30", 11.25 deg	Base	ea	1.00	\$4,547.25	\$4,547.25	34-36 weeks	
	#11	Bend - 30", 22.5 deg	Base	ea	1.00	\$5,055.53	\$5,055.53	34-36 weeks	
	#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2.00	\$5,916.64	\$11,833.28	34-36 weeks	
	#13	Bend - 30", 45 deg	Base	ea	3.00	\$5,916.64	\$17,749.92	34-36 weeks	
	#14	Bend - 30", 90 deg	Base	ea	3.00	\$8,796.84	\$26,390.52	34-36 weeks	
	#15	Tee - 30"x30" MJ	Base	ea	0.00	\$0.00	\$0.00	34-36 weeks	

#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2.00	\$5,165.10	\$10,330.20	34-36 weeks
#17	Tee - 30"x12", MJ on 12"	Base	ea	1.00	\$6,656.50	\$6,656.50	34-36 weeks
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28.00	\$1,107.22	\$31,002.16	34-36 weeks
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5.00	\$51.56	\$257.80	in-stock
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1.00	\$2,612.75	\$2,612.75	2-4 weeks
#21	Gate Valve 12" FLJxMJ	Base	ea	1.00	\$2,898.28	\$2,898.28	34-36 weeks
#22	Butterfly Valve 30" MJxMJ	Base	ea	2.00	\$24,657.90	\$49,315.80	48-50 weeks
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4.00	\$1,143.43	\$4,573.72	2-4 weeks
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4.00	\$1,619.70	\$6,478.80	2-4 weeks
#25	1700 Megalug Harness 30" Dia	Base	ea	1.00	\$1,793.57	\$1,793.57	34-36 weeks
#26	Bend - 8" 45 Deg,	Base	ea	12.00	\$179.55	\$2,154.60	2-4 weeks
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24.00	\$68.85	\$1,652.40	in-stock
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3.00	\$176.37	\$529.11	2-4 weeks
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80.00	\$44.58	\$3,566.40	in-stock
Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane							
#1	DI Pipe 12" Dia	Base	LF	826.00	\$54.52	\$45,033.52	in-stock
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780.00	\$64.81	\$50,551.80	in-stock



#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$181.33	\$891,055.62	34-36 weeks
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$263.96	\$620,306.00	34-36 weeks
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2.00	\$2,576.17	\$5,152.34	2-4 weeks
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12.00	\$2,309.44	\$27,713.28	34-36 weeks
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15.00	\$2,268.14	\$34,022.10	34-36 weeks
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5.00	\$3,221.74	\$16,108.70	34-36 weeks
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4.00	\$238.04	\$952.16	2-4 weeks
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6.00	\$253.87	\$1,523.22	2-4 weeks
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4.00	\$290.28	\$1,161.12	2-4 weeks
#12	Tee - 12"x12" MJ	Base	EA	1.00	\$487.67	\$487.67	2-4 weeks
#13	Gate Valve 12" MJxMJ	Base	EA	3.00	\$3,009.76	\$9,029.28	2- in-stock
#14	Gate Valve 12" FLxMJ	Base	EA	1.00	\$2,898.28	\$2,898.28	34-36 weeks
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78.00	\$1,107.22	\$86,363.16	34-36 weeks
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38.00	\$129.98	\$4,939.24	in-stock
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5.00	\$894.38	\$4,471.90	2-4 weeks
#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4.00	\$1,137.09	\$4,548.36	2-4 weeks
#19	1700 Megalug Harness 30"	Base	EA	3.00	\$1,793.57	\$5,380.71	34-36 weeks
#20	Sleeve - 12" MJxMJ	Base	ea	6.00	\$267.59	\$1,605.54	2-4 weeks
#21	Adapter - 12" FLxMJ	Base	ea	2.00	\$304.54	\$609.08	2-4 weeks
#22	Gate Valve - 12" FLxFL	Base	ea	1.00	\$3,009.76	\$3,009.76	34-36 weeks
#23	Check Valve Wafer Style 12"	Base	ea	2.00	\$2,890.51	\$5,781.02	10-12 weeks

#24	1700 Megalug Harness 12"	Base	ea	3.00	\$212.66	\$637.98	12-15 weeks
#25	DI Plug MJ - 30"	Base	ea	2.00	\$1,848.90	\$3,697.80	34-36 weeks
#25	DI Plug MJ - 12"	Base	ea	3.00	\$155.17	\$465.51	2-4 weeks
#26	Bend - 30" 45 Deg	Base	ea	4.00	\$2,706.99	\$10,827.96	2-4 weeks
<b>Total Base Bid</b>	\$2,782,416.09						

## Specifications for Water Pipe, Fittings & Valves

The pipe, fittings & valves included in this bid solicitation shall meet standard City of Spokane water dept materials ordering practice as specified in the 2022 WSDOT Standard Specifications for Road, Bridge and Municipal Construction except as modified below.

### SECTION 7-09 WATER MAINS

#### 7-09.2 Materials

Water mains shall be at the pressure class or thickness class with equal or greater wall thickness as listed below.

Ductile Iron Pipe Diameter	Pressure Class
3 inch to 12 inch	350
Greater than 12 inch	150

### SECTION 9-30 WATER DISTRIBUTION MATERIALS

#### 9-30.2 Fittings

#### 9-30.2(6) Restrained Joints

**Add** the following after the last paragraph:

For pipe 12-inches and under, acceptable manufactured restraint joint systems are as follows:

MJ Gripper Gland as manufactured by U.S. Pipe;  
TR Flex restraint joints as manufactured by U.S. Pipe; Lok-tyton restraint joints as manufactured by U.S. Pipe;  
Field-Lok restraint joint as manufactured by U.S. Pipe;  
Tyton-Lok mechanical joints as manufactured by the Pacific States Cast Iron Pipe Company;  
MEGALUG as manufactured by Ebaa Iron, Inc.;  
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;  
Gripper Gaskets as manufactured by Gripper Gasket LLC;  
McWayne Sure Stop 350 gaskets as manufactured by McWayne.  
One-Lok as manufactured by SIGMA Corporation;  
Star Grip as manufactured by Star Pipe Products;  
ROMAGrip as manufactured by ROMAC Industries.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe 12-inchs and under have multiple teeth on the gripping wedge at the gripping surface.

*Kevin Hoglund*

For pipe larger than 12-inches the acceptable manufactured restraint joint systems are as follows:

TR Flex Gripper Ring as manufactured by U.S. Pipe (Water Department's written approval is required prior to use);  
TR flex restraint joints as manufactured by U.S. Pipe; Lok-Tyton restraint joints as manufactured by U.S. Pipe;  
Tyton-Lok mechanical joints as manufactured by Pacific States Cast Iron Pipe Company;  
American Lok-Ring restraint joints as manufactured by American Ductile Iron Pipe Company;  
Flex-Ring Joint Including Field Flex-Ring for sizes 14-inch through 36-inch restraint joints as manufactured by American Ductile Iron Pipe Company;  
MEGALUG [pipe 48-inches and under] as manufactured by EBAA Inc.;  
Field Lok Gaskets as manufactured by United States Pipe & Foundry Company;  
American Fast Grip Gaskets as manufactured by American Ductile Iron Pipe;  
SuperLug as manufactured by Sigma Corporation;  
Snap-loc restraints for push-on joints as manufactured by Griffin Pipe Products Co.;  
HP Loc Restrained joint pipe as manufactured by U.S. Pipe Co;  
Star Grip as manufactured by Star Pipe Products.

The preceding restrained joint systems which are external restraint shall be acceptable only if external restraint systems for pipe larger than 12-inches have multiple teeth on the gripping wedge at the gripping surface.

### **9-30.3 Valves**

Check Valves. Check valves shall be wafer type resilient seat double disc swing check valves, of class specified on the Plans or Special Provisions with cast or ductile iron plate and body, Buna-N seals and plain or flat face, Marlin Duo-Check II, HMP, or an approved substitute.

**Replace** the last sentence with the following:

Valves shall open CLOCKWISE (open right).

Gate Valves. Gate valves shall be resilient seat. Where indicated on the Plans or directed by the Engineer, ends shall be flange x mechanical joint, flange x flange, or mechanical joint x mechanical joint.

Pre-Approved Gate Valve Manufacturers:

American Flow Systems  
Clow  
East Jordan Iron Works  
M&H  
Mueller  
Kennedy

*Kevin Hoglund*

Stockham  
Waterous

All valves shall comply with ANSI/AWWA C509-01 or ANSI/AWWA C515-01 or their latest revisions, Class 150. Resilient seated Gate Valves shall be non-rising stem type suitable for direct burial, or the rising stem type (OS&Y). Shaft seals shall be standard "O" ring seals.

All cast iron shall conform to ASTM A-126 Class B. All ductile iron shall conform to ASTM A-536 Class B.

Stems shall be manganese bronze having a minimum ultimate tensile strength of 60,000 psi, and a minimum yield strength of 20,000 psi or greater. Stainless steel stems will also be allowed. Bolts shall be electro-plated steel with hex heads and hex nuts in accordance with ASTM A-307.

NRS stem collars shall be cast integral with the stem and machined to size. The housing for the valve stem collar shall be machined. A thrust bearing shall be incorporated as required to optimize operating torques.

NRS valves shall be furnished with "O" ring stem seals using two "O" rings located above the thrust collar to be set in grooves in the stem.

The internal and external iron surfaces of the body and bonnet shall be totally coated with epoxy and shall conform to AWWA 550 standards. Gates for all valves shall be encapsulated in rubber, be field replaceable and provide a dual seal on the mating body seat. Valves shall be capable of installation in any position with rated sealing in both directions. Rubber seats of specially compounded SBR material shall be utilized and be capable of sealing even under conditions of normal wear. The valve body shall have internal guides engaging integral lugs in the gate in a tongue and groove manner, supporting the gate throughout open/close travel.

Gate valve stems shall have a 2" wrench operating nut, painted red and with an arrow showing clockwise opening direction. Gate valves shall open in a clockwise direction of the operating nut (Open Right).

Rising stem gate valves (OS&Y) shall open in a counter-clockwise direction (Open Left) and shall be wheel top operator, painted black.

Gate valves shall be furnished with a type of end connection as follows: Mechanical joint per ANSI/AWWA C111, or Flange-ANSI/AWWA flange drilling Class 125, or as shown on the plans.

Markings shall be in accordance with ANSI/AWWA C509-01, or ANSI/AWWA 515-01 to include the name of the manufacturer, minimum working pressure, and valve size.

*Kevin Hoglund*

Gate valves shall be rated for zero leakage at 150 psi water working pressure and have a 300 psi hydrostatic test for structural soundness for 4" through 12".

Bidders shall submit a catalog or brochure that describes the valves, including materials used in the valve construction, they propose to furnish.

### **9-30.3(3) Butterfly Valves**

**Add** the following after the first paragraph:

Valve shafts shall be constructed of 18-8 Type 304 stainless steel or protected with 18-8 Type 304 stainless steel journals.

The valve mating seat shall be constructed of 18-8 Type 304 stainless steel.

Valve ends shall be mechanical joint conforming to ANSI/AWWA C111/A21.11 or as specified on the Plans and Specifications.

The vendor and/or Contractor shall furnish the City of Spokane an affidavit of compliance that the valves furnished comply with, or exceed the applicable provisions of these Specifications as well as those of the ANSI/AWWA C504 (latest revision).

### **Tapping Sleeves**

A. Fabricated Steel Tapping Sleeve, Flange Outlet

Nuts and bolts must be Type 304 stainless steel.

**Acceptable Products: Ford FTSC-SH, ROMAC FTS420-SSFE, or Smith-Blair 622-031 only.**

### **Ductile Iron Fittings**

All ductile iron fittings must be compact style (unless otherwise noted), provided without accessories, and meet ANSI/AWWA C153/A21.53-11 standards. Full body fittings, meeting ANSI/AWWA C110/A21.10-12 standards, are acceptable only when a requested fitting is not covered by the C153 standard.

### **Gaskets**

B. Tyton Joint Restraint Gasket

**Approved Products: US Pipe Field Lok, Gripper Gasket, or McWane Sure Stop only.**

The following is only applicable to that portion of the job entitled SIA T-main I90 Crossings.

*Kevin Hoglund*

## American Iron and Steel Provision

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Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "...the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

*Kevin Hoglund*

ITB #5753-22 SIA T-Main I90 Crossing & Marshall Rd Pipe & Fittings Tabulation

Reference Number	Description	Type	UOM	Quantity	Core & Main	H D FOWLER CO	Consolidated Supply Co.
Products for 2018107- SIA Transmission Main Crossing Under I-90 (Must meet American iron & steel Provision & WSDOT/City of Spokane)							
#1	DI Pipe 6" Dia (Restrained)	Base	LF	30	\$1,080.60	\$912.60	\$846.90
#2	DI Pipe 12" Dia (Restrained)	Base	LF	63	\$4,437.09	\$3,908.52	\$3,571.47
#3	DI Pipe 30" Dia	Base	LF	1,560.00	\$283,966.80	\$320,190.00	\$443,913.60
#4	DI Pipe 30" Dia (Restrained)	Base	LF	1,744.00	\$459,317.28	\$546,744.00	\$690,798.40
#5	Bend - 12" 45 degree MJxMJ	Base	ea	4	\$1,615.92	\$1,683.24	\$1,795.48
#6	Bend - 12" 90 degree MJxMJ	Base	ea	1	\$564.86	\$529.55	\$564.86
#7	Tee - 12" x 6" MJ	Base	ea	1	\$521.96	\$489.33	\$521.96
#8	Sleeve - 12" MJ Longsleeve C153	Base	ea	2	\$710.26	\$665.86	\$710.24
#9	Megalugs - 12" w/gaskets and bolts	Base	ea	19	\$2,469.62	\$2,852.66	\$2,739.23
#10	Bend - 30", 11.25 deg	Base	ea	1	\$4,547.25	\$4,357.78	\$4,648.30
#11	Bend - 30", 22.5 deg	Base	ea	1	\$5,055.53	\$4,844.87	\$5,167.88
#12	Bend - 30", 45 deg (compact fitting)	Base	ea	2	\$11,833.28	\$11,340.20	\$12,096.22
#13	Bend - 30", 45 deg	Base	ea	3	\$17,749.92	\$17,010.30	\$18,144.33
#14	Bend - 30", 90 deg	Base	ea	3	\$26,390.52	\$25,290.90	\$26,976.96
#15	Tee - 30"x30" MJ	Base	ea	0	\$0.00	\$0.00	\$0.00



#16	Sleeve - 30" MJ Longsleeve C153	Base	ea	2	\$10,330.20	\$9,899.78	\$10,559.78
#17	Tee - 30"x12", MJ on 12"	Base	ea	1	\$6,656.50	\$6,379.15	\$6,804.62
#18	Megalug - 30" w/gaskets and bolts	Base	ea	28	\$31,002.16	\$39,047.68	\$33,841.64
#19	Megalug - 6" w/gaskets and bolts	Base	ea	5	\$257.80	\$297.75	\$285.95
#20	O'Ring Tapping Sleeve - 18" x 12", MJ on 12"	Base	ea	1	\$2,612.75	\$4,131.95	\$5,513.60
#21	Gate Valve 12" FLJxMJ	Base	ea	1	\$2,898.28	\$2,662.64	\$2,850.08
#22	Butterfly Valve 30" MJxMJ	Base	ea	2	\$49,315.80	\$48,458.20	\$49,715.74
#23	Threaded Tapping Sleeve - 30"x2"	Base	ea	4	\$4,573.72	\$6,834.96	\$6,618.28
#24	O-Ring Tapping Sleeve - 30" x 4"	Base	ea	4	\$6,478.80	\$11,968.80	\$11,415.36
#25	1700 Megalug Harness 30" Dia	Base	ea	1	\$1,793.57	\$1,718.83	\$1,941.72
#26	Bend - 8" 45 Deg,	Base	ea	12	\$2,154.60	\$2,019.84	\$2,154.48
#27	Megalug - 8" w/gaskets and bolts	Base	ea	24	\$1,652.40	\$1,908.72	\$1,832.88
#28	Sleeve - 8" MJ Longsleeve C153	Base	ea	3	\$529.11	\$496.02	\$529.11
#29	DI Pipe 8" Dia (Restrained)	Base	LF	80	\$3,566.40	\$3,190.40	\$2,992.00
Sub Total					\$944,082.98	\$1,079,834.53	\$1,349,551.07

Products for 2018106 Marshall Rd. Transmission Main (These do not need to meet American Iron & Steel Provisions) - only WSDOT/City of Spokane

#1	DI Pipe 12" Dia	Base	LF	826	\$45,033.52	\$37,029.58	\$37,789.50
#2	DI Pipe 12" Dia (Restrained)	Base	LF	780	\$50,551.80	\$48,391.20	\$44,226.00
#3	DI Pipe 30" Dia	Base	LF	4,914.00	\$891,055.62	\$1,008,598.50	\$1,398,327.84
#4	DI Pipe 30" Dia (Restrained)	Base	LF	2,350.00	\$620,306.00	\$736,725.00	\$930,835.00
#5	Tapping Sleeve - 30"x12" steel FL on 12"	Base	EA	2	\$5,152.34	\$5,086.40	\$13,990.94
#6	Bend - 30" 11.25 deg MJxMJ	Base	EA	12	\$27,713.28	\$24,601.44	\$29,521.80
#7	Bend - 30" 22.5 deg MJxMJ	Base	EA	15	\$34,022.10	\$30,201.90	\$36,242.25
#8	Bend - 30" 90 deg MJxMJ	Base	EA	5	\$16,108.70	\$14,300.00	\$17,160.00
#9	Bend - 12" 11.25 deg MJxMJ	Base	EA	4	\$952.16	\$826.84	\$992.20
#10	Bend - 12" 22.5 deg MJxMJ	Base	EA	6	\$1,523.22	\$1,322.76	\$1,587.30
#11	Bend - 12" 45 deg MJxMJ	Base	EA	4	\$1,161.12	\$1,008.32	\$1,210.00
#12	Tee - 12"x12" MJ	Base	EA	1	\$487.67	\$423.50	\$508.20
#13	Gate Valve 12" MJxMJ	Base	EA	3	\$9,029.28	\$9,141.30	\$8,943.69
#14	Gate Valve 12" FLxMJ	Base	EA	1	\$2,898.28	\$2,662.64	\$2,845.69
#15	Megalugs - 30" w/gaskets & bolts	Base	EA	78	\$86,363.16	\$86,542.56	\$94,273.14
#16	Megalugs - 12" w/gaskets & bolts	Base	EA	38	\$4,939.24	\$4,732.90	\$5,478.46
#17	Threaded Tapping Sleeve - 30"x2"	Base	EA	5	\$4,471.90	\$4,628.50	\$5,135.60

#18	O-Ring Tapping Sleeve - 30"x4"	Base	EA	4	\$4,548.36	\$4,706.12	\$5,292.00
#19	1700 Megalug Harness 30"	Base	EA	3	\$5,380.71	\$3,183.24	\$5,825.16
#20	Sleeve - 12" MJxMJ	Base	ea	6	\$1,605.54	\$1,394.28	\$1,673.10
#21	Adapter - 12" FLxMJ	Base	ea	2	\$609.08	\$528.92	\$634.70
#22	Gate Valve - 12" FLxFL	Base	ea	1	\$3,009.76	\$2,764.94	\$2,954.56
#23	Check Valve Wafer Style 12"	Base	ea	2	\$5,781.02	\$6,181.00	\$3,836.32
#24	1700 Megalug Harness 12"	Base	ea	3	\$637.98	\$598.08	\$675.51
#25	DI Plug MJ - 30"	Base	ea	2	\$3,697.80	\$3,282.58	\$4,170.82
#25	DI Plug MJ - 12"	Base	ea	3	\$465.51	\$404.25	\$513.63
#26	Bend - 30" 45 Deg	Base	ea	4	\$10,827.96	\$9,612.16	\$12,213.12
Sub Total					\$1,838,333.11	\$2,048,878.91	\$2,666,856.53
<b>Total Extended</b>					<b>\$2,782,416.09</b>	<b>\$3,128,713.44</b>	<b>\$4,016,407.60</b>



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0896
<b>Renews #</b>	

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Project #</b>	
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	VALUE BLANKET
<b>Agenda Item Name</b>	5300 CDW GOVERNMENT (CDWG) VALUE BLANKET		

**Agenda Wording**

Approval to purchase technology equipment (hardware and software) from CDWG, without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

**Summary (Background)**

The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane IT Department has utilized the WA DES Contract #14922 for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing; King County Directors' Association (KCD) Agreement #AEPA 018-A; National IPA Technology 2018011-01; GSA Federal Contract #47QTCA18D004K, Schedule 70 and Sourcewell Contract #081419.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ \$120,000.00 plus tax

Select \$

Select \$

Select \$

**Budget Account**

# VARIOUS ACCOUNTS

#

#

#

**Approvals**

**Dept Head** SLOON, MICHAEL

**Division Director** SLOON, MICHAEL

**Finance** BUSTOS, KIM

**Legal** HARRINGTON,

**For the Mayor** PERKINS, JOHNNIE

**Additional Approvals**

**Purchasing** WAHL, CONNIE

**Council Notifications**

**Study Session\Other** PIES Committee

**Council Sponsor** CM Michael Cathcart

**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Dan Ferner - dandern@cdw.com



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

Value Blanket term beginning January 1, 2023 through March 7, 2026, requesting \$120,000 plus tax annually.

**Summary (Background)**

**Fiscal Impact**

Select \$

Select \$

**Budget Account**

#

#

**Distribution List**


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES)

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Michael Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 11/28/2022
<b>Agenda Item Name</b>	2023 CDW Government (CDW-G) Value Blanket
<b>Summary (Background)</b>	The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane Innovation and Technology Services Division has utilized the WA DES Contract #14922 for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing; King County Directors' Association (KCDA) Agreement #AEPA 018-A; National IPA Technology 2018011-01; GSA Federal Contract #47QTCA18D004K, Schedule 70 and Sourcwell Contract #081419.
<b>Proposed Council Action &amp; Date:</b>	Pass/Approval from Council to purchase technology equipment (hardware & software) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$120,000 annually, term of value blanket 01/01/2023 – 04/07/2026.
<b>Fiscal Impact:</b> \$120,000 plus applicable sales tax Total Cost: \$ 120,000 annually for next 4 years. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Specify funding source: Various department codes  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts:	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0897
<b>Renews #</b>	

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Project #</b>	
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	VALUE BLANKET
<b>Agenda Item Name</b>	5300 SHI VALUE BLANKET		

**Agenda Wording**  
Approval to purchase software products including professional services, maintenance, & support subscriptions/upgrades from Software House International, w/o bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.

**Summary (Background)**  
Washington State DES currently provides previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Washington State Master Contract No. 14922 and Sourcewell Contract # 081419-SHI with Software House International Corp. for various software purchases.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

Expense \$ 650,000 plus tax	# Various Accounts
Select \$	#
Select \$	#
Select \$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	SLOON, MICHAEL	<b>Study Session\Other</b>	PIES Committee
<b>Division Director</b>	SLOON, MICHAEL	<b>Council Sponsor</b>	CM Michael Cathcart
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON,	Accounting - ywang@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	Contract Accounting - ddaniels@spokanecity.org	
<b>Additional Approvals</b>		Legal - mharrington@spokanecity.org	
<b>Purchasing</b>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		SHI - Teamwashington@shi.com	



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

Value Blanket term beginning January 1, 2023 through March 7, 2026, requesting \$650,000 annually plus taxes.

### **Summary (Background)**

Future purchases include and not limited to VMware, Azure, Bluebeam, Autoturn, Docusign, Microcall, Symantec, Nuance, Mindjet, Tenable, Netmotion, KnowBe4, Microsoft, Smarsh, and other necessary software for which SHI provides best pricing and service.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$		#
Select	\$		#

### **Distribution List**




## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES)

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Michael Cathcart
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 11/28/2022
<b>Agenda Item Name</b>	Software House International Corp. - SHI Value Blanket
<b>Summary (Background)</b>	Washington State DES currently provides previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Washington State Master Contract No. 14922 and Sourcewell Contract # 081419-SHI with Software House International Corp. for various software purchases.
<b>Proposed Council Action &amp; Date:</b>	Pass/Approval from Council to purchase technology equipment (hardware & software) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. Requesting \$650,000 annually, term of value blanket 01/01/2023 – 04/07/2026.
<b>Fiscal Impact:</b> \$650,000 plus applicable sales tax Total Cost: \$650,000 annually for next 4 years. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Specify funding source: Various department codes  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts:	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0898
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2021-0712
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	STREETS
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	1100 - STREET DEPARTMENT PERFORATED STEEL TUBES

**Agenda Wording**

The Street Department is seeking approval to purchase perforated square steel tubing from Traffic Safety Supply Company at a cost not to exceed \$90,000.00

**Summary (Background)**

This perforated square steel tubing is used for the mounting of City signs during new installations as well as for repairs and replacements of existing infrastructure. Purchases will be made using value blanket pricing.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 90,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 1100-21400-42640-53210-99999

#

#

#

**Approvals**

<b>Dept Head</b>	HARRIS, CLINT E.
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	PERKINS, JOHNNIE

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/28/2022
<b>Council Sponsor</b>	Kinnear

**Distribution List**

ceharris@spokanecity.org
jwthomas@spokanecity.org
meveland@spokanecity.org
jklapp@spokanecity.org
tprince@spokanecity.org
tbrazington@spokanecity.org
sgerkin@spokanecity.org

**Additional Approvals**

**Purchasing**

## Committee Agenda Sheet [PIES COMMITTEE]

<b>Submitting Department</b>	Streets
<b>Contact Name &amp; Phone</b>	Clint Harris 509-625-7744
<b>Contact Email</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Street Department Perforated Steel Tubes
<b>Summary (Background)</b>	<p>The Street Department is seeking approval to purchase perforated square steel tubing from Traffic Safety Supply Company at a cost not to exceed \$90,000.00</p> <p>This perforated square steel tubing is used for the mounting of City signs during new installations as well as for repairs and replacements of existing infrastructure. Purchases will be made using value blanket pricing.</p>
<b>Proposed Council Action &amp; Date:</b>	PIES Consent Agenda Approval 11/28/22
<b>Fiscal Impact:</b> Total Cost: <u>90,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <u>N/A</u>	

## Susan Gerkin

---

**From:** Hansen, Jill E. <jehansen@spokanecity.org>  
**Sent:** Friday, November 12, 2021 2:45 PM  
**To:** Harris, Clint E.; Thomas, Jared; Eveland, Marcus; Klapp, Jon; Prince, Thea; Susan Gerkin; Brazington, Todd  
**Subject:** OPR 2021-0712 / Traffic Safety Supply Company / Purchase  
**Attachments:** CLK - OPR - Agenda Contracts - 11-8-2021.pdf

Completed contract/amendment/extension and/or support documents attached.


Thank you,  
Jill



Jillann Hansen | City of Spokane | Clerk III - City Clerk's Office  
808 W. Spokane Falls Blvd. Spokane, WA 99201  
509-625-6353 | fax 509.625.6217 | [jehansen@spokanecity.org](mailto:jehansen@spokanecity.org)

ADVISORY: Please be advised the City of Spokane is required to comply with the Public Records Act Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. As such, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

(Supporting Document)

	<b>Agenda Sheet for City Council Meeting of:</b> 11/08/2021		<b>Date Rec'd</b>	10/27/2021	
			<b>Clerk's File #</b>	OPR 2021-0712	
			<b>Renews #</b>		
<b>Submitting Dept</b>	STREETS		<b>Cross Ref #</b>		
<b>Contact Name/Phone</b>	CLINT HARRIS	625-7744	<b>Project #</b>		
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG		<b>Bid #</b>		
<b>Agenda Item Type</b>	Purchase w/o Contract		<b>Requisition #</b>		
<b>Agenda Item Name</b>	1100-STREET DEPARTMENT PERFORATED STEEL TUBES				
<b>Agenda Wording</b> The Street Department is seeking approval to purchase perforated square steel tubing from Traffic Safety Supply Company at a cost not to exceed \$90,000.00					
<b>Summary (Background)</b> This perforated square steel tubing is used for the mounting of City signs during new installations as well as for repairs and replacements of existing infrastructure. Purchases will be made using value blanket pricing.					
Lease?	NO	Grant related?	NO	Public Works?	YES
<b>Fiscal Impact</b>			<b>Budget Account</b>		
Expense	\$ 90,000.00		#	1100-21400-42640-53210-99999	
Select	\$		#		
Select	\$		#		
Select	\$		#		
<b>Approvals</b>			<b>Council Notifications</b>		
<b>Dept Head</b>	HARRIS, CLINT E.		<b>Study Session\Other</b>	PIES 10/25/2021	
<b>Division Director</b>	FEIST, MARLENE		<b>Council Sponsor</b>	Cp Beggs	
<b>Finance</b>	ORLOB, KIMBERLY		<b>Distribution List</b>		
<b>Legal</b>	ODLE, MARI		ceharris@spokanecity.org		
<b>For the Mayor</b>	ORMSBY, MICHAEL		jwthomas@spokanecity.org		
<b>Additional Approvals</b>			meveland@spokanecity.org		
<b>Purchasing</b>			jklapp@spokanecity.org		
			tprince@spokanecity.org		
			sgerkin@tssco.com		
			tbrazington@spokanecity.org		

Approved by Spokane City Council on: 11/08/2021

*Terri Pfister*  
Terri Pfister (Nov 9, 2021 13:21 PST)

City Clerk

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Perforated Square Steel Tubes for Street Dept
<b>Date:</b>	10/4/2021
<b>Contact (email &amp; phone):</b>	Clint Harris (ceharris@spokanecity.org / 509-625-7744)
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continuing ability to meet signage needs impacting city roadways
<b>Background/History:</b> Perforated square steel tubing is used for the mounting of City signs during new sign installations as well as for repairs and replacements of existing infrastructure	
<b>Executive Summary:</b>	
<p><i>Impact</i></p> <ul style="list-style-type: none"> <li>• The total cost to the city is not to exceed \$90,000.00</li> </ul> <p><i>Action</i></p> <ul style="list-style-type: none"> <li>• Approval of the renewal of this value blanket contract</li> </ul> <p><i>Funding</i></p> <ul style="list-style-type: none"> <li>• Funding for this is included in the 2021/2022 Street Budget (Signs and Markers)</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Traffic Safety Supply  
 2324 SE Umatilla Street  
 Portland, OR 97202  
 Phone: (503) 235-8531  
 Fax: (503) 235-5112

CSR: Susan Gerkin

# SALES QUOTE

Quote Number	Date	Customer Number
SQN00034247	09-23-21	C000996
Quote valid for 30 days.		

**Bill To:**

City of Spokane  
 W 808 Spokane Falls Blvd  
 Del Hours: 7-2:30  
 Spokane, WA 99201

**Ship To:**

City of Spokane  
 901 N Nelson St  
 Del Hours: 7-2:30  
 Spokane, WA 99202

Contact Name: Marcus Eveland  
 Phone Number: (509) 232-8803

**Project:** City of Spokane SQ Post Contract

**Freight Terms:** Prepaid

Product	Description	Quantity	Price	Extended Price
DP00296	POST, PERFORATED SQUARE TUBE, 2" 12GA 9FT	200.00 EA	\$46.30	\$9,260.00
DP00297	POST, PERFORATED SQUARE TUBE, 2" 12GA 10FT	200.00 EA	\$52.35	\$10,470.00
DP00298	POST, PERFORATED SQUARE TUBE, 2" 12GA 11FT	200.00 EA	\$57.50	\$11,500.00
DP00299	POST, PERFORATED SQUARE TUBE, 2" 12GA 12FT	200.00 EA	\$62.65	\$12,530.00
DP00321	POST, PERFORATED SQUARE TUBE, 1.75" 14GA 12FT	200.00 EA	\$46.95	\$9,390.00



Traffic Safety Supply  
2324 SE Umatilla Street  
Portland, OR 97202  
Phone: (503) 235-8531  
Fax: (503) 235-5112

CSR: Susan Gerkin

# SALES QUOTE

Quote Number	Date	Customer Number
SQN00034247	09-23-21	C000996
Quote valid for 30 days.		

---

Total Before Tax	\$53,150.00
Tax	\$4,783.50
Order Total	\$57,933.50





CITY OF SPOKANE  
 PURCHASING  
 808 W. SPOKANE FALLS BLVD  
 SPOKANE, WA 99201-3316  
 TELEPHONE (509) 625-6400  
 FAX (509) 625-6413

Purchase Order Number

**VB-301047-001**

This number must appear on all invoices, papers and shipments

Vendor: TRAFFIC SAFETY SUPPLY INC  
 2324 SE UMATILLA ST  
 PORTLAND OR 97202

Ship To: STREET DEPARTMENT - S & M  
 CITY OF SPOKANE  
 901 N. NELSON STREET  
 SPOKANE WA 99202-3769

BUYER		BUYER PHONE #	TERMS	F.O.B.	DELIVERY DATE
THEA PRINCE		509-625-6403	NET 30 DAYS	DESTINATION	--
Quantity	U/M	Part Number/ Description		Unit Price	Total
		PER SPECIFICATIONS CALLED OUT IN QUOTE #781-19 APPROVED BY CITY COUNCIL ON 4/29/19 (OPR 2019-0312). FIRST RENEWAL APPROVED BY CITY COUNCIL ON 6/29/20 (OPR 2019-0312)  ITEMS WILL BE ORDERED ON AN "AS NEEDED" BASIS BY THE DEPARTMENT.  PRICING IS ATTACHED  THIS VB EXPIRES 7/1/21 AND HAS THREE (3) ONE-YEAR OPTIONAL RENEWALS AVAILABLE          ORDER TO INCLUDE "MATERIAL SAFETY DATA SHEETS" IF REQUIRED			
				Total	60,000.00

*Thea Prince*

AUTHORIZED SIGNATURE

**STANDARD TERMS & CONDITIONS**

- 1. **TAXES:** Unless otherwise indicated, the City agrees to pay all State of Washington sales taxes or use taxes. The City is exempt from federal excise taxes. Business, occupational and personal property taxes are the sole responsibility of the Seller.
- 2. **CHANGES:**
  - A. No alteration in any of the terms, conditions, delivery, price, quantity or specifications of items ordered will be effective without the written consent of the Accounting Director or above-named buyer.
  - B. In no event will the City agree to any disclaimer of warranties.
  - C. Any response to the City's order which does not contain the words "counteroffer and not acceptance" prominently will be treated as an acceptance of this purchase order on its terms.
- 3. **FREIGHT TERMS:**
  - A. Unless otherwise specified, all items are to be shipped prepaid F.O.B. Destination.
  - B. Packing lists shall be enclosed in every box or package.
  - C. Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury or destruction of items ordered while in transit.
- 4. **ORDERING POLICY:**
  - A. Items shall not be shipped to the City unless a purchase order is received or an authorized purchase order number is given over the phone.
  - B. Items received without an authorized purchase order number will be returned to the Seller at the Seller's expense.






# OPR 2021-0712 - 11-8-2021 - PURCHASE - TRAFFIC SAFETY SUPPLY COMPANY - SPONSOR BEGGS

Final Audit Report

2021-11-09

Created:	2021-11-09
By:	Jillann Hansen (jehansen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAccJNOEXe9SsQEmArhboTTUEUsSB1iLPo

## "OPR 2021-0712 - 11-8-2021 - PURCHASE - TRAFFIC SAFETY SUPPLY COMPANY - SPONSOR BEGGS" History

-  Document created by Jillann Hansen (jehansen@spokanecity.org)  
2021-11-09 - 7:48:30 PM GMT- IP address: 198.1.39.252
-  Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature  
2021-11-09 - 7:54:08 PM GMT
-  Email viewed by Terri Pfister (tpfister@spokanecity.org)  
2021-11-09 - 9:20:54 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Terri Pfister (tpfister@spokanecity.org)  
Signature Date: 2021-11-09 - 9:21:07 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2021-11-09 - 9:21:07 PM GMT



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0899
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	STREETS
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	1100 – STREET DEPARTMENT ROAD SALT

**Agenda Wording**

The Street Department is seeking approval for the to purchase Road Salt at a cost not to exceed \$140,000 using State Contract pricing from State Contract 11021.

**Summary (Background)**

This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 140,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 1100-21800-42660-53210-99999

#

#

#

**Approvals**

<b>Dept Head</b>	HARRIS, CLINT E.
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	PERKINS, JOHNNIE

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/28/2022
<b>Council Sponsor</b>	Kinnear

**Distribution List**

ceharris@spokanecity.org
jwthomas@spokanecity.org
jdykes@spokanecity.org
jklapp@spokanecity.org
tbrazington@spokanecity.org
tprince@spokanecity.org
sales@saltdistributorsinc.com

**Additional Approvals**

**Purchasing**

## Committee Agenda Sheet [PIES COMMITTEE]

<b>Submitting Department</b>	Streets
<b>Contact Name &amp; Phone</b>	Clint Harris 509-625-7744
<b>Contact Email</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Street Department Road Salt
<b>Summary (Background)</b>	<p>The Street Department is seeking approval for the to purchase Road Salt at a cost not to exceed \$140,000 using State Contract pricing from State Contract 11021.</p> <p>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier.</p> <p>This is a re-submission following an October PIES item that was presented with incorrect contract information.</p>
<b>Proposed Council Action &amp; Date:</b>	PIES Consent Agenda Approval 11/28/22
<b>Fiscal Impact:</b> Total Cost: <u>140,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <u>N/A</u>	

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

12/12/2022

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2022-0007
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 5541-21
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4490 VALUE BLANKET FOR THE PURCHASE OF ACTIVATED CARBON AT THE WTE

**Agenda Wording**

Value blanket renewal 1 of 4 with Cabot Norit Activated Carbon (Marshall, TX) for the purchase of activated carbon for the WTE from Jan 1, 2023 - Dec 31, 2023 with an annual cost not to exceed \$105,000,.00 excluding tax.

**Summary (Background)**

Activated carbon is required in the operation of the WTE Facility to comply with its Title V Air Operating Permit. On Nov 16, 2021 bidding closed on RFQ 5541-21 to procure the needed carbon for the WTE. Cabot Norit was the low cost bidder of the two responses received and awarded a one-year value blanket with the possibility of four (4) one-year renewals. This will be the first renewal and rates will be increased from \$1.14/lb to \$1.19/lb.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 105,000,00.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44100-37148-53203

#

#

#

**Approvals****Dept Head** AVERYT, CHRIS**Division Director** FEIST, MARLENE**Finance** ALBIN-MOORE, ANGELA**Legal** HARRINGTON, MARGARET**For the Mayor** PERKINS, JOHNNIE**Additional Approvals****Purchasing** PRINCE, THEA**Council Notifications****Study Session\Other** PIES 11/28/22**Council Sponsor** CM Kinnear**Distribution List**

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Value blanket renewal for the purchase of activated carbon at the WTE.
<b>Summary (Background)</b>	<p>Activated Carbon is required in the operation of the WTE Facility. The Air Operating Permit for the WTE Facility requires that the pollution control equipment reduces mercury, dioxins and furans that could potentially be released into the atmosphere. Activated Carbon injected into the flue gas aids in this reduction and is required to maintain compliance with Title V of the Air Operating Permit. On November 16, 2021 bidding closed on RFQ 5541-21 to procure activated carbon for use in the WTE facility. Two bids were received and Cabot Norit Activated Carbon of Marshall, TX, was selected as the lowest cost bidder.</p> <p>The initial term of the value blanket was for one (1) year with the possibility of four (4) one-year renewals; from January 1, 2022 through December 31, 2022 with a cost not to exceed \$100,000.00 including tax. This will be the first of the allowed renewals, from January 1, 2023 through December 31, 2023 with an anticipated cost not to exceed \$105,000.00 excluding tax. Pricing for this term will increase from \$1.14/lb to \$1.19/lb.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed with value blanket renewal on 11/28/2022.
<b>Fiscal Impact:</b> Total Cost: <u>\$105,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2020-0786
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 5426-20
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4490 VALUE BLANKET FOR FABRIC FILTER BAGS AT THE WTE

**Agenda Wording**  
Value blanket renewal 1 of 4 with National Filter Media (Olive Branch, MS) for the purchase of fabric filter bags for the WTE from Jan 1, 2023 - Dec 31, 2023 with a cost not to exceed \$150,000.00 including tax and delivery.

**Summary (Background)**  
The WTE uses fabric filter bags to remove fine particulate from the air prior to discharge from the facility. They require replacement every 4-5 years or as they become worn. On Sep 30, 2020, bidding closed on RFQ 5426-20 for the purchase of these bags and National Filter Media was the low-cost bidder of the two responses received. The initial value blanket award was for two years with the option of three additional one-year renewals. This will be the first renewal.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 150,000.00	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 11/28/22
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Kinnear
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>		tprince@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	rrinderle@spokanecity.org	



## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Value blanket renewal for the purchase of bag house fabric filter bags for the WTE.
<b>Summary (Background)</b>	<p>The Waste to Energy Facility utilizes fabric filter bags to remove fine particulate from the air before discharge from the facility. These bags must be replaced every 4-5 years or as they become worn. If damaged or worn bags are not replaced periodically, the facility runs the risk of violating its Air Operating Permit, which could result in excessive fines.</p> <p>On September 30, 2020, bidding closed on RFQ 5246-20 for the as-needed annual requirement of tapered fabric filter bags. Two responses were received from National Filter Media (Olive Branch, MS) and BHA Altair, LLC (Overland Park, KS). National Filter Media was the low cost, responsive and responsible bidder. The initial value blanket award was for a two-year period, beginning January 1, 2021 through December 31, 2022, with the option of three (3) one-year renewals. This will be the first of those renewals from January 1, 2023 through December 31, 2023 with a cost not to exceed \$150,000.00, including tax and delivery.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed with value blanket renewal on 11/28/2022.
<b>Fiscal Impact:</b> Total Cost: <u>\$150,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2022-0900
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 5760-22
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4490 PURCHASE OF VARIABLE FREQUENCY DRIVES (VFD'S) FOR THE WTE

**Agenda Wording**  
Value blanket with Dykman (Spokane Valley, WA) for the as-needed purchase of variable frequency drives (VFD's) for the WTE from Dec 15, 2022 - Dec 14, 2023 with an annual cost not to exceed \$70,100.00 plus tax.

**Summary (Background)**  
The VFD's will support replacement efforts for the boiler induction draft fans, as well as the primary and secondary air fans. On Oct 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these VFD's and of the three responses received, Dykman was selected as the lowest cost bidder. The initial value blanket award would be for one year with the possibility of four (4) one-year renewals.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 70,100.00	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 11/28/22
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Kinnear
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>		tprince@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	rrinderle@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Value blanket for the purchase of variable frequency drives (VFD) for the WTE.
<b>Summary (Background)</b>	<p>These drives will support replacement efforts for the Boiler Induction Draft Fans, Primary and Secondary Air Fans.</p> <p>On October 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these variable frequency drives. Three responses were received; Dykman (Spokane Valley, WA), Maktoum Supplier (QC, Canada) and Pro-Line Procurement Services LLC. (Jacksonville, FL). Dykman was selected as the low cost bidder. The initial value blanket award will be for one year with the possibility of four (4) additional one-year renewals. The term will be from December 15, 2022 through December 14, 2023 with an annual cost not to exceed \$70,100.00 plus tax.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed with value blanket award on 11/28/22.
<b>Fiscal Impact:</b> Total Cost: <u>\$70,100.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2022-0901
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	ITB 5754-22
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4490 VALUE BLANKET FOR THE PURCHASE OF SUPERHEATER TUBE PANELS

**Agenda Wording**  
Value blanket with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA), for the purchase of superheater tube panels from Dec 15, 2022 - Dec 14, 2023 with a total cost of \$1,663,596.15 incl. tax and delivery.

**Summary (Background)**  
The superheater section of a boiler increases the temperature of steam and dries it out; increasing the energy realized in the turbine generator. High temps and corrosion cause wear on the boiler tubes, requiring periodic replacement. This is currently scheduled in the capital plan in 2023 and 2025. Helfrich Brothers Boiler Works, Inc. was the low-cost bidder of the two responses for ITB 5754-22 for a one-year value blanket award with the option of four (4) one-year renewals.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 1,663,596.15	# 4490-44900-37145-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 11/28/22
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Kinnear
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>		tprince@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	rrinderle@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Value blanket for the purchase of superheater tubes at the WTE
<b>Summary (Background)</b>	<p>The superheater section of a boiler increases the temperature of the steam and dries it out; increasing the amount of energy realized in the turbine generator. High temperatures, corrosion, and erosion in the boiler causes wear on the boiler tubes, requiring periodic replacement. This periodic replacement is currently scheduled in the six year capital plan for the secondary superheater replacement in 2023 and the primary superheater replacement in 2025.</p> <p>On October 24, 2022, bidding closed on ITB 5754-22 for the fabrication of these superheater tube panels. There were two responses to the bid, of which Helfrich Brothers Boiler Works, Inc., of Lawrence, MA was the lowest cost responsible bidder.</p> <p>This will be a one-year value blanket, with the possibility of four (4) additional one-year renewals for the off-site fabrication of these tubes with delivery required on or before October 30, 2023. The installation of these tubes will be bid out separately. The total cost of the value blanket will be \$1,663,596.15, including tax and delivery and will span from Dec. 15, 2022 through Dec. 14, 2023.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed with VB award on 11/28/22.
<b>Fiscal Impact:</b> Total Cost: <u>\$1,663,596.15</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.





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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2021-0786
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IRFP 5525-21
<b>Requisition #</b>	CR 24208

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 OFFSITE REBUILD OF HYDRAULIC/PNEUMATIC CYLINDERS

**Agenda Wording**  
Contract renewal 1 of 4 with Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus (Spokane Valley, WA), for the off-site rebuild of hydraulic and pneumatic cylinders from Jan 1, 2023 - Dec 31, 2023 and a cost not to exceed \$100,000.00 incl. tax

**Summary (Background)**  
The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders. On Oct 18, 2021, bidding closed on IRFP 5525-21 for the off-site rebuild of these cylinders and Hydraulics Plus was the only respondent. The resulting contract was for one year, with the option of four (4) one-year renewals. This will be the first of those renewals. Rates will remain the same.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense \$ 100,000.00		# 4490-44100-37148-54803-34002
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 10/24/22
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Kinnear
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>		tprince@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	rrinderle@spokanecity.org	
		DocuSign: Loretta Roberts, President, lroberts@hydraulicsplusinc.com	

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Contract renewal for offsite rebuild of hydraulic and pneumatic cylinders for the WTE.
<b>Summary (Background)</b>	<p>The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders.</p> <p>On Oct. 18, 2021, bidding closed on IRFP 5525-21 for the off site rebuild of hydraulic and pneumatic cylinders using OEM parts and Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus, of Spokane Valley, WA, was the only response received. The initial contract award was for one year, spanning from Jan. 1, 2022 to Dec. 31, 2022, with the option of four (4) additional one-year renewals. This will be the first renewal and will span from Jan. 1, 2023 through Dec. 31, 2023 with a total annual cost not to exceed \$100,000.00 including taxes. Rates are to remain unchanged.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed on 10/24/22
<b>Fiscal Impact:</b> Total Cost: <u>\$100,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This service supports the safe, effective, and efficient operation of the COS WTE. Maintaining the numerous cylinders and air actuators throughout the WTE Facility in optimum conditions support the intent of the SAP.



City of Spokane

**CONTRACT RENEWAL  
1 of 4**

Title: **OFF SITE REBUILD OF HYDRAULIC  
AND PNEUMATIC CYLINDERS**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HYDROTECH GENERATOR REPAIR PLUS, INC. dba HYDRAULICS PLUS, INC.**, whose address is 5507 East Broadway Avenue, Spokane, Washington 99212, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Off Site Rebuild Of Hydraulic and Pneumatic Cylinders with OEM Parts Only, and*

*WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The Contract dated December 9, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on January 1, 2023 and shall end on December 31, 2023.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**HYDROTECH GENERATOR REPAIR PLUS, INC. dba HYDRAULICS PLUS, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A - Certificate of Debarment

22-199

**ATTACHMENT A**

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

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

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

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

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



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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2019-0983
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IRFP 5152-19
<b>Requisition #</b>	CR 24210

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 ANALYTICAL TESTING SERVICES AT THE WTE

**Agenda Wording**  
Contract renewal 3 of 4 for analytical testing services at the WTE with Eurofins Environment Testing, LLC. (Spokane Valley, WA) from Nov 1, 2022-Oct 31, 2023 with an annual cost not to exceed \$35,000.00 incl. tax.

**Summary (Background)**  
The WTE's environmental permits require routine testing of ash and residues remaining after combustion. Waste generated during operations, soil and storm water also require hazardous waste determinations. The initial contract for these services was awarded to Test America (later assigned to Eurofins) for one year with the possibility of four (4) one year renewals based on their response to IRFP 5152-19. Due to the lifetime contract value of \$161,000.00, council approval is needed.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 35,000.00	# 4490-44100-37148-54101
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 11/28/22
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Kinnear
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>		tprince@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	rrinderle@spokanecity.org	
		DocuSigner: Rande Arrington, Lab Manager, Rande.Arrington@erofinset.com	

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Contract renewal for analytical testing services at the WTE
<b>Summary (Background)</b>	<p>The Waste to Energy Facility's environmental permits and regulations require routine testing of ash and residues remaining after the combustion process. Also, waste generated through facility operations, as well as soil and water from the facility's storm water swales requires designation.</p> <p>On Sep. 13, 2019, bidding closed on IRFP 5152-19 for analytical testing services for ash, hazardous waste determinations and storm/swale water and soil testing. Test America was the winning bidder and awarded a one-year contract with the possibility of four (4) additional one-year renewals and an annual cost not to exceed \$39,000.00 including tax. In 2022, the contract was assigned to Eurofins Environment Testing Northwest, LLC. due to a change of ownership.</p> <p>This will be renewal #3 of 4 for analytical testing services and will run from November 1, 2022 through October 31, 2023 with an annual cost not to exceed \$35,000.00 including taxes. Due to the lifetime value of the contract, which is now \$161,000.00, this contract will require City Council approval.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed with contract renewal on 11/28/22.
<b>Fiscal Impact:</b> Total Cost: <u>\$35,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	



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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



**City of Spokane**  
**CONTRACT RENEWAL #3 of 4**  
**Title: Analytical Test Service IRFP 5152-19**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **TestAmerica Laboratories, Inc., d/b/a Eurofins TestAmerica**, whose address is 11922 East 1<sup>st</sup> Avenue, Spokane Valley, Washington 99206 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to perform Analytical Test Service for Ash, Hazardous Waste Determinations, and Storm Water Swale Water per IRFP 5152-19; and*

*WHEREAS, the original Contract allows for annual renewals wherein this is the third of four, therefore this Contract needs to be formally renewed by this written Contract Renewal document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated November 1, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on November 1, 2022 and shall end October 31, 2023.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **THIRTY-FIVE THOUSAND AND 00/100 (\$35,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

**TESTAMERICA LABORATORIES, INC.  
d/b/a EUROFINS TESTAMERICA**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Certificate of Debarment

**ATTACHMENT A**

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

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

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

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

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

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

12/12/2022

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2019-1093
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFP 5176-19
<b>Requisition #</b>	REVENUE

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 METAL RECYCLING AT THE WTE

**Agenda Wording**

Revenue contract renewal/amendment 3 of 4 with American Recycling Corp. (Spokane Valley, WA), for the sale of the WTE's metals and scrap metals from Jan 1, 2023 - Dec 31, 2023 with an anticipated revenue of approximately \$300,000.00.

**Summary (Background)**

At the WTE, ferrous metals and large metal items are removed from the ash and tipping floor prior to disposal at the landfill for recycling. American Recycling Corp. was the only respondent to RFP 5176-19 for the purchase of these metals and awarded a one year contract with the option of four (4) one-year renewals. This will be the third renewal and will also be amended to include a 30% ash weight deduction and an increase in the deduction amount used for the purchase price calculation.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue \$ 300,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44110-37079-36911

#

#

#

**Approvals**

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

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/28/22
<b>Council Sponsor</b>	CM Kinnear
<b>Distribution List</b>	mdorgan@spokanecity.org
	jsalstrom@spokanecity.org
<b>Additional Approvals</b>	tprince@spokanecity.org
<b>Purchasing</b>	rrinderle@spokanecity.org
	DocuSign: Jake VanderZanden, General Manager, jake@arecycling.com

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Contract renewal for metals recycling at the WTE
<b>Summary (Background)</b>	<p>At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.</p> <p>On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley, WA, was the only response received. The RFP stipulated that the term of the agreement would be for one year from January 1, 2020 through December 31, 2020 and may be renewed for four (4) additional one-year periods. This will be the third renewal from January 1, 2023 through December 31, 2023. The revenue received for the materials is determined by a formula based on market prices on the 15<sup>th</sup> of the previous month. This contract renewal will also be amended to include a 30% ash weight deduction per incinerator load and a deduction price increase of \$85/ton, up from \$65/ton, on incinerator scrap, for use in the Buy Price Quote. Based on recent market trends, it is anticipated that this should generate approximately \$300,000.00 in annual revenue.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed with contract renewal on 11/28/22.
<b>Fiscal Impact:</b> Total Cost: <u>\$300,000.00</u> Revenue Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)Revenue generatingh	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



**City of Spokane**  
**CONTRACT AMENDMENT AND  
RENEWAL 3 of 4**  
**Title: PROCESS, TRANSPORT AND  
PURCHASE WTEF METALS**

This Contract Amendment/Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AMERICAN RECYCLING CORPORATION**, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as "Company", individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein City agreed to provide Company POST COMBUSTIBLE RECOVERED METALS, RECOVERED METALS FROM THE TIPPING FLOOR AND RECOVERED METALS FROM THE RECYCLING AREA OF THE CITY'S WASTE TO ENERGY FACILITY (WTEF), WHICH INCLUDES THE COMPANY'S PROCESS, TRANSPORT AND PURCHASE OF WTEF FERROUS METALS; and*

*WHEREAS, the original Contract provided for four (4) one (1) year renewals with this being the third of those renewals; and a change to the original contract has been requested; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated December 27, 2019 and December 30, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on January 1, 2023 and shall run through December 31, 2023.

**3. AMENDMENT.**

This original Contract is hereby amended as follows:

American Recycling will take a 30% ash weight deduction per incinerator load, a deduction price of \$85.00 per ton on incinerator scrap and a deduction price of \$65.00 per ton of mixed tin for use in the calculation of the Buy Price Quote.



**4. COMPENSATION.**

The Company shall pay City for all recyclable metals picked up at WTEF and delivered to the Company's yard. The City estimates revenue of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** from the Company for the RECOVERED METALS provided for under this Renewal Agreement. There will be no costs to the City for Company's performance of the services related to this Renewal Agreement. The Company shall pay for all its employees and all costs incurred in the performance of this Renewal Agreement.

**5. DEBARMENT AND SUSPENSION.**

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

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

**AMERICAN RECYCLING CORPORATION**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**  
Certificate of Debarment

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

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

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

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

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



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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2018-0687
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	WTE 18-023
<b>Requisition #</b>	CR 24209

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 WATER STORAGE TANK RENTALS AT THE WTE

**Agenda Wording**  
Contract amendment with cost for tank rentals with United Rentals (Stamford, CT) from Aug 1, 2022 - Jul 31 2023. An additional \$80,000.00 is needed above the original contract amount of \$20,000.00 for a total cost of \$100,000.00 incl. tax.

**Summary (Background)**  
Water storage tanks provide supplemental wastewater storage during times of need when the WTE's sump system cannot handle the excess water generated during boiler cleaning and maintenance events. Due to increased maintenance needs during the 2022 fall outage and the upcoming 2023 spring outage, as well as increased fuel costs for delivery, additional funds are requested.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 80,000.00	# 4490-44100-37148-54501-34002
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	AVERYT, CHRIS	<b>Study Session\Other</b>	PIES 11/28/22
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Kinnear
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	mdorgan@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>		tprince@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	rrinderle@spokanecity.org	
		DocuSign: Breanna Jones, Branch Manager, bjones6@ur.com	

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Contract amendment with cost for tank rentals at the WTE
<b>Summary (Background)</b>	<p>Water storage tanks provide supplemental wastewater storage during times of need when the Facility's sump system cannot handle the excess wastewater generated during boiler cleaning and maintenance events or other upset conditions. Wastewater sent to the tanks is then systematically re-introduced to the process to dispose of it. The tanks are left on site year-round but we are only charged for them when they are in use. The Facility notifies the vendor when the tanks are in use and when they are not.</p> <p>In June of 2018, IRFP WTE 18-023 was issued for delivery and use of these 20,000-gallon tanks. Baker Corp (Everett, WA) was the only responsive bidder was awarded a three-year contract from August of 2018 through July of 2021 with an option of two (2) one year renewals and an estimated annual spend of approximately \$20,000.00. Later in 2018 Baker Corp merged with United Rentals (Stamford, CT) and a contract assignment was executed.</p> <p>The current contract, which is the second of the two allowed renewals spans from Aug. 1, 2022 through Jul. 31, 2023 and has an annual amount not to exceed \$20,000.00. Due to increased needs for the 2022 fall outage and the spring 2023 outage, as well as increased fuel costs for delivery, an additional \$80,000.00 will need added to the contract.</p>
<b>Proposed Council Action &amp; Date:</b>	Consent to proceed with contract amendment on 11/28/22.
<b>Fiscal Impact:</b> Total Cost: <u>\$80,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022/2023 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

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

This need is part of the typical support requirement for the safe and effective Operation and Maintenance of the COS WTE. This cost is captured in our annual budget. This support efforts related to our CIP and the SAP.



**City of Spokane**  
**CONTRACT AMENDMENT**  
Title: **Delivery and Use of Containment Tanks**

This Contract Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **United Rentals, (North America) Inc.**, whose address is 100 First Stamford Place, Suite 700, Stamford, Connecticut 06902 as (“**Company**”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the **Company** agreed to provide delivery and use of 20,000 Gallon Fixed Axle, Vapor Tight Lines, Smooth Wall, Containment Tanks at the Waste to Energy Facility for the City; and*

*WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 22, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on August 1, 2022 and shall end July 31, 2023.

**3. ADDITIONAL WORK.**

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

**Additional funds are needed due to increased transportation costs and additional tank needs at the Waste to Energy Facility.**

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded

without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**UNITED RENTALS, (NORTH AMERICA) INC**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

U2022-083a



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

<b>Date Rec'd</b>	11/28/2022
<b>Clerk's File #</b>	OPR 2022-0499
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	SOURCEWELL #060920-PMC
<b>Requisition #</b>	20117 & 20118

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100 - UPDATE OPR FOR PURCHASE OF SWC ROLL OFF TRUCK

**Agenda Wording**  
Fleet Services is seeking approval to purchase this vehicle from Western Peterbilt using Sourcewell Contract #060920-PMC in the amount of \$433,549.12 including sales tax.

**Summary (Background)**  
Fleet Services received pre-approval to purchase a Peterbilt 520 Chain & Hook Roll Off for the Solid Waste Collections Department on July 11, 2022 (OPR 2022-0499). Since that pre-approval was obtained the price has increased and the current quote is for \$433,549.12 which is \$93,549.12 more than the amount the pre-approval was for.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 433,549.12	# 4500-45100-94000-56404
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD	<b>Study Session\Other</b>	F&A 11/21/22
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CM Stratton
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	tprince@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL		
<b>Additional Approvals</b>			
<b>Purchasing</b>	PRINCE, THEA		



## Committee Agenda Sheet

### Finance and Administration Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name &amp; Phone</b>	Rick Giddings 509-625-7706
<b>Contact Email</b>	rgiddings@spokanecity.org
<b>Council Sponsor(s)</b>	CM Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	5100-Update OPR for Purchase of SWC Roll Off Truck
<b>Summary (Background)</b>	<p>In June, Fleet Services received pre-purchase authorization for one Roll Off Container Truck for Solid Waste Collections in the amount of \$340,000. (OPR 2022-0499) This cost was based on vendor estimates and previous purchase information since accurate quotes cannot be obtained until a build slot becomes available. We have recently received an official quote for this vehicle and body which significantly exceeds the estimated cost.</p> <p>Fleet Services is seeking approval to purchase this vehicle from Western Peterbilt using Sourcewell Contract #060920-PMC in the amount of \$433,549.12 including sales tax.</p>
<b>Proposed Council Action &amp; Date:</b>	Purchase Approval December 5, 2022
<b>Fiscal Impact:</b>	<p>Total Cost:</p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts</b>	<p>What impacts would the proposal have on historically excluded communities? NA</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Approved in Capital Improvement Plan</p>



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0902
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	WA STATE CONTRACT
<b>Requisition #</b>	VB

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100 - PURCHASE OF MISCELLANEOUS TIRES FROM POMPS TIRES (SECONDARY CONTRACT)

**Agenda Wording**

Fleet Services would like to enter into a Tire Services Contract with Pump's Tire (Spokane WA) for five (5) years, using Washington State Contract 00519 for an estimated annual amount of \$150,000.00.

**Summary (Background)**

This Contract will be used as a secondary contractor in case of supply chain issues with primary contractor, Wingfoot. This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department's budget.

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

Expense	\$ \$150,000	# various
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b>Dept Head</b>	GIDDINGS, RICHARD
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	PERKINS, JOHNNIE

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/28/22
<b>Council Sponsor</b>	CP Beggs

**Distribution List**

tprince
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**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA

## Briefing Paper

### Public Infrastructure, Environmental and Sustainability Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name &amp; Phone</b>	Rick Giddings 625-7706
<b>Contact Email</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Beggs
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Value Blanket Order with Pomp's Tire for the purchase of misc tires
<b>Summary (Background)</b>	<p>Fleet Services would like to enter into a Tire Services Contract with Pomp's Tire (Spokane WA) for five (5) years, using Washington State Contract 00519 for an annual amount of \$150,000.00 as a secondary contractor in case of supply chain issues with primary contractor, Wingfoot.</p> <p>This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department's budget.</p>
<b>Proposed Council Action &amp; Date:</b>	Approve Value Blanket Order December 12, 2022
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Funding Source	<input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring
Specify funding source:	
Expense Occurrence	<input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	N/A
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	N/A
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	N/A
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	Aligns with Centralized Fleet Policy



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	OPR 2022-0903
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	WA STATE CONTRACT
<b>Requisition #</b>	MASTER CONTRACT

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7703
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5100 - MASTER CONTRACT WITH POMPS TIRE FOR TIRE SERVICES (SECONDARY)

**Agenda Wording**

Fleet Services would like to enter into a Tire Services Contract with Pump Tire (Spokane WA) until March 31, 2024, using Washington State Contract 00519 for an annual amount of \$150,000.00.

**Summary (Background)**

This contract will be set up as a secondary contractor in case of labor shortages with primary contractor, Wingfoot. This Tire Service Contract will provide timely tire service to all city vehicles. This contract may be used by multiple City Departments. Funding for this contract is in the Department's Proposed budgets.

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

Expense	\$ 150,000	# various
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD	<b>Study Session\Other</b>	PIES 11/28/22
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CP Beggs
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	tprince	
<b>For the Mayor</b>	PERKINS, JOHNNIE		
<b>Additional Approvals</b>			
<b>Purchasing</b>	PRINCE, THEA		

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

12/12/2022

<b>Date Rec'd</b>	11/28/2022
<b>Clerk's File #</b>	OPR 2019-0855
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	WA STATE CONTRACT 00519
<b>Requisition #</b>	CR 24185

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5100- RENEWAL OF CONTRACT WITH WINGFOOT COMMERCIAL TIRE FOR TIRE SERVICES

**Agenda Wording**

Fleet Services would like to renew the Tire Services Contract with Wingfoot Commercial Tire Systems, LLC for one year, using Washington State Contract 00519 for an annual amount of \$150,000.00

**Summary (Background)**

This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department's budget.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 150,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 5100-71700-48348-54803

#

#

#

**Approvals****Dept Head** GIDDINGS, RICHARD**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON,  
MARGARET**For the Mayor** ORMSBY, MICHAEL**Council Notifications****Study Session\Other** F&A 11/21/22**Council Sponsor** CM Wilkerson**Distribution List**

tprince@spokanecity.org

**Additional Approvals****Purchasing** PRINCE, THEA

## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name &amp; Phone</b>	Richard Giddings 625-7706
<b>Contact Email</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	5100 – Tire Service Contract Renewal
<b>Summary (Background)</b>	<p>Fleet Services would like to renew the Tire Services Contract with Wingfoot Commercial Tire Systems, LLC for one year, using Washington State Contract 00519 for an annual amount of \$150,000.00</p> <p>This Tire Service Contract will provide timely tire service to all city vehicles. Funding for this contract is in the Fleet Department’s budget.</p>
<b>Proposed Council Action &amp; Date:</b>	Approve Contract Renewal 12/5/2022
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Ongoing cost benefit analysis through Fleet Services	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with City Centralized Fleet Policy	



**City of Spokane**  
**CONTRACT RENEWAL**  
**3 of 4**  
**Title: TIRE SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC.** whose address is 901 North Bradley Road, Spokane Valley, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Tires related services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment; and*

*WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the third of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated October 29, 2019 and November 12, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on October 1, 2022 and shall run through September 30, 2023.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

**WINGFOOT COMMERCIAL TIRE  
SYSTEMS, LLC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Certificate of Debarment

22-209



**ATTACHMENT A**

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

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

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

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

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

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

12/12/2022

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2022-0904
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT
<b>Contact Name/Phone</b>	FRED BROWN 625-6307
<b>Contact E-Mail</b>	FBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4320-CONTRACT AWARD TO MCCLINTOCK & TURK FOR FEED PUMP INSTALLATION

**Agenda Wording**

Consent to award McClintock & Turk contract to install Membrane Pilot Room Feed Pumps. They were the lowest responsive BID from the small works roster. Total for the installation is \$71,624.00 +applicable bonds and taxes. Completion by 06/30/2023.

**Summary (Background)**

The Membrane pilot skids (once installed) give operators the ability to experiment with individual membrane modules without the risk of damaging the entire system. It is the goal of these pilot experiments to optimize membrane performance while minimizing cleaning chemical and power consumption. The contractor will install two pumps and connection piping to supply the pilot skids with secondary effluent water needed for performance testing.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 71,624.00

Select \$

Select \$

Select \$

**Budget Account**

# 43230.35148.54803

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**Approvals**

<b>Dept Head</b>	GENNETT, RAYLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	PERKINS, JOHNNIE

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/28/22
<b>Council Sponsor</b>	CM Kinnear

**Distribution List**

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kkeck@spokanecity.org
mhughes@spokanecity.org
Tax & Licenses
fbrown@spokanecity.org
lmartelle@spokanecity.org
ken@mcturk.net

**Additional Approvals****Purchasing**

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	
<b>Contact Name &amp; Phone</b>	
<b>Contact Email</b>	
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	Consent      Discussion      Time Requested: _____
<b>Agenda Item Name</b>	
<b>Summary (Background)</b>	
<b>Proposed Council Action &amp; Date:</b>	
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?      Yes      No      N/A  Funding Source      One-time      Recurring Specify funding source:  Expense Occurrence      One-time      Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

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

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

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



City of Spokane

**PUBLIC WORKS AGREEMENT**

Title: **NLT PROJECT - PHASE 2  
PILOT PUMP FEED SYSTEM**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **McCLINTOCK & TURK, INC.**, whose address is 516 North Sycamore Street, Spokane, Washington 99220 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is to perform the NLT PROJECT - PHASE 2 PILOT PUMP FEED SYSTEM; and*

*WHEREAS, the Contractor has been selected through the MRSC Small Works Roster.*

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

**1. TERM OF AGREEMENT.**

This Contract shall begin on November 1, 2022 and shall end on June 23, 2023, unless amended by written agreement or terminated earlier under the provisions.

**2. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Contract is described in the Company's Proposal dated October 21, 2022, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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

**3. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVENTY-ONE THOUSAND SIX HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$71,624.00)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk's File No. "OPR 2022-0904" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid

number. Payment will not be made without this documentation included on the invoice.

#### **4. CONTRACT DOCUMENTS.**

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file at the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

#### **5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.**

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

#### **6. STATE PREVAILING WAGES.**

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

#### **7. BONDS.**

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

#### **8. PUBLIC WORKS REQUIREMENTS.**

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

#### **9. TAXES, FEES AND LICENSES.**

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

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

**10. CITY OF SPOKANE BUSINESS LICENSE.**

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

**11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

**12. DEBARMENT AND SUSPENSION.**

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

**13. INDEMNIFICATION.**

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

**14. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

## 15. **SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:



- a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

**16. INDEPENDENT CONTRACTOR.**

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

**17. ASSIGNMENT AND SUBCONTRACTING.**

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

**18. TERMINATION.**

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

**19. STANDARD OF PERFORMANCE.**

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

**20. ANTI KICK-BACK.**

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

## 21. CONSTRUAL.

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

## 22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

## 23. MISCELLANEOUS PROVISIONS.

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

Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**McCLINTOCK & TURK, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Payment/Performance Bond

Exhibit A – Debarment Certification

Exhibit B – Certification of Compliance with Wage Payment Statutes

Exhibit C – Company's Proposal dated October 21, 2022

**PAYMENT / PERFORMANCE BOND**

We, **McCLINTOCK & TURK, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVENTY-ONE THOUSAND SIX HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$71,624.00)**, unless modified by a written amendment to this Contract. This is the maximum amount, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the NLT PROJECT - PHASE 2 PILOT PUMP FEED SYSTEM. If the principal shall:

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

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

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

SIGNED AND SEALED on \_\_\_\_\_.

**McCLINTOCK & TURK, INC.,**  
AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON        )  
  ) ss.  
County of \_\_\_\_\_ )

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## EXHIBIT A

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

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

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

**EXHIBIT C**



PO BOX 3243 – 516 N. Sycamore St. – Spokane, WA 99220  
MC-CL-IT\*370NO Public Works #11709 – AAA 3  
(509) 535-7641 FAX (509) 535-8812  
Email: [ken@mcturk.net](mailto:ken@mcturk.net) www.mcturk.net

October 21, 2022

City of Spokane- Wastewater Management Department  
4401 North Aubrey L White Pkwy  
Spokane, WA.  
99205

**RE:** NLT Phase 2 Pilot Pump Feed System

**Attention:** Fred Brown

Mr. Brown,

As per your request and conversations with you, here is our Bid for the NLT Project- Phase 2 Pilot Feed pumps per provided specifications, drawings and more specifically as follows:

**WORK INCLUDED**

- Mobilize / Equipment materials
- Installation of Owner-furnished welded steel machine bases for Pilots Pumps 1 & 2
- Installation of Owner-furnished Pilot System Feed Pumps No. 1 and No. 2 on the steel machine bases
- Furnish / install 2" 304 Schedule 40S P & P SML SS piping, valves, PIs for Pilot pumps 1 and 2 to existing piping as detailed on Project drawings.
- Furnish / install SS pipe supports as shown on the Drawings and as specified for Pilot pumps 1 and 2
- Furnish / install 2" 304 Schedule 40S P & P SML SS pipe, fittings, valves, supports for the SCE, MF systems from existing points of connection to PRE-T TANKAGE TRAINS FURNISHED AND INSTALLED BY JACOBS **(DWG MF-M-145)**
- Furnish / install 1" X 1/2" 304 Schedule 40S P & P SML SS pipe, fittings, valves, supports for the AHP SYSTEM from existing point of connection to PALL PILOT SKIDS #1, #2, FURNISHED AND INSTALLED BY JACOBS **(DWG MF-M-145)**
- Furnish / install 1/2" PVC Schedule 80 pipe, fittings, valves, supports for the ALUM SYSTEM from existing point of connection to BATCH TANK FURNISHED AND INSTALLED BY JACOBS **(DWG MF-M-145)**
- Provide Commissioning Support and assistance to the Owner
- Demobilize/ Housekeep area

**Total Labor, Material and Equipment: \$71,624.00 (WSST EXCLUDED)**

\*\* Proposal is good for 30 days \*\*

**WORK EXCLUDED**

- All Bonds
- All Permits
- All Overtime Premiums
- All electrical work / VFD installations
- All pump alignment
- All concrete bases

Thank you for the opportunity to Bid this work.

Do not hesitate to call if there are any questions.

Respectfully Submitted,

*Ken Patterson*

**Ken Patterson**  
Project Manager  
McClintock & Turk, Inc.



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

12/12/2022

<b>Date Rec'd</b>	11/23/2022
<b>Clerk's File #</b>	OPR 2022-0505
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HUMAN RESOURCES
<b>Contact Name/Phone</b>	MIKE PICCOLO X6237
<b>Contact E-Mail</b>	MPICCOLO@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0620 SUPPLEMENTAL AGREEMENT BETWEEN CITY OF SPOKANE AND LOCAL 270

**Agenda Wording**

Supplemental Agreement between the City of Spokane and Local 270, AFSCME Regarding Transition at Police Dispatch

**Summary (Background)**

This Supplemental Agreement outlines an agreement between the City and Local 270 to allow non-Local 270 Police employees to perform call processing duties at Police Dispatch during the transition of duties from SREC to the Spokane Police Department which began on October 31, 2022.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

**Approvals**

<b>Dept Head</b>	PICCOLO, MIKE
<b>Division Director</b>	PICCOLO, MIKE
<b>Finance</b>	MURRAY, MICHELLE
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	PERKINS, JOHNNIE

**Council Notifications**

<b>Study Session\Other</b>	Executive Session 11/14
<b>Council Sponsor</b>	CP Beggs & CM Stratton

**Distribution List**

jhammond@spokanecity.org
jquick@spokanecity.org
mpiccolo@spokanecity.org
jlundgren@spokanecity.org
cmeidl@spokanecity.org
jcavanaugh@spokanecity.org
lsmithson@spokanecity.org

**Additional Approvals**

**Purchasing**

# **SUPPLEMENTAL AGREEMENT**

## **Between The City of Spokane and Local 270, AFSCME**

Department: Police  
Effective Date: 11/7/2022  
Subject: Transition at Police Dispatch

This Supplemental Agreement outlines an agreement between the City of Spokane and the Washington State Council of County and City Employees – Council 2 (WSCCCE), Local 270, which allows non-Local 270 Police employees to perform call processing duties at Police Dispatch during the transition of duties from SREC to the Spokane Police Department which began on October 31, 2022.

Background: SPD will be absorbing the 911 call processing and information gathering duties previously performed by SREC beginning on October 31, 2022. This additional workload will require additional employees in Police Dispatch. The parties recognize that Police Dispatch employment positions belong within Local 270. In the short term, light duty Officers and other Police employees may work to assist the current Dispatchers. SPD is diligently working towards hiring permanent employees to augment the current cadre of Dispatchers. The City has committed to several incentives to retain our current Dispatchers and Supervisors during this transition:

- 7.5% add-to-pay incentive through June 30, 2023 for all current Police Dispatchers and Supervisors employed by SPD as of 10/31/22. The parties agree to meet to review this incentive if Police Dispatch is not fully staffed and trained by June 30, 2023;
- Dispatchers that meet or exceed their vacation and/or compensatory time maximum between now and June 30, 2023 will be allowed to accrue up to an additional eighty (80) hours over their maximum for each bank. The additional hours over the maximum must be used by December 31, 2023 or accruals will end and the employee will forfeit the additional hours. The parties agree to meet to review if this additional allowance becomes an issue. If employment is terminated prior to using the excess hours, the payout amount will be for the maximum hours allowed by the union contract/municipal code only; and,
- Ongoing problems with shift coverage and/or overtime will be brought to labor management.

This is a one-time, non-precedent setting agreement between the parties that is unique to the circumstances. This agreement is in place until such time as Police Dispatch is fully staffed with permanent Local 270 employees.

For the City:

For the Union:

---

Craig Meidl  
Chief of Police

Date

---

Joe Cavanaugh  
President- Local 270

Date

---

Justin Lundgren  
Assistant Chief of Police

Date

---

Natalie Hilderbrand  
Staff Rep. – WSCCCE

Date

---

Michael Piccolo  
Interim Human Resources Director

Date

---

Jennifer Hammond  
Director of Police Business Services

Date

Approved as to Form:

---

Lynden Smithson  
Interim City Attorney

Date



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

<b>Date Rec'd</b>	11/28/2022
<b>Clerk's File #</b>	OPR 2022-0905
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2021-0055
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FACILITIES MANAGEMENT
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	SALE OF SURPLUS PROPERTY 2912 EAST WABASH

**Agenda Wording**

The property 2912 East Wabash is a single family lot acquired through the Spokane County Tax Foreclosure process. The City of Spokane has been approached to sell the property to an interested party.

**Summary (Background)**

The property was acquired by the City of Spokane through the Spokane County Tax Foreclosure process. This single family lot has accumulated charges for abatement and code clean up. The property was declared surplus on June 21, 2021. The sales agreement will allow the property to return to the tax rolls and allows the City of Spokane to offset some of the related expenses.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue	\$ 50,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	4700-58100-99999-39510-99999
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TEAL, JEFFREY
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	UE 11/14/2022
<b>Council Sponsor</b>	Stratton
<b>Distribution List</b>	
	Korlob@spokanecity.org
	kbustos@spokanecity.org
	klouden@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

## Committee Agenda Sheet

### URBAN EXPERIENCE

<b>Submitting Department</b>	Facilities
<b>Contact Name &amp; Phone</b>	Dave Steele x-6064
<b>Contact Email</b>	Dsteele@spokanecity.org
<b>Council Sponsor(s)</b>	Councilperson Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Surplus Property Sale – 2912 East Wabash
<b>Summary (Background)</b>	<p>This property was acquired by the City of Spokane through the Spokane County Tax Foreclosure process. This single-family lot has accumulated charges for abatement and Code cleanup.</p> <p>The property was declared surplus on 6/21/2021 (Resolution 2021-055 attached).</p> <p>This sale agreement will allow the property to return to the tax rolls and allows the City of Spokane to offset some of the related expenses.</p>
<b>Proposed Council Action &amp; Date:</b>	12/05/2022 Contract Approval
<b>Fiscal Impact:</b> Total Revenue: <span style="float: right;"><b>\$50,000 revenue minus closing costs</b></span>  Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: NA  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? This sale provides an opportunity to build infill residential housing in the Hillyard area, a historically underserved neighborhood.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

NA

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

This project invests in an existing neighborhood, utilizing existing water and sewer services, and brings new development to the neighborhood.

COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)  
Page 1 of 6

Date: 08/08/2022

The undersigned Buyer, **Redband Development, LLC, and or Assigns ("Buyer")**, agrees to buy, and Seller, **City of Spokane ("Seller")**; agrees to sell, on the following terms, the real estate and all improvements thereon (collectively, the "Property") commonly known as 2912 E Wabash Avenue, Spokane, WA 99217, and legally described on **Exhibit A**.

(Buyer and Seller authorize the Closing Agent to insert and/or correct, over their signatures, the legal description of the Property.)

**1. PURCHASE PRICE.** The total purchase price is Fifty Thousand Dollars (\$50,000), including the earnest money, payable as follows:

All cash at closing, including the earnest money, with no financing contingency.

**2. EARNEST MONEY.** Buyer agrees to deliver the earnest money in the amount of Two Thousand Five Hundred Dollars (\$2,500), which is due no later than Five (5) days after mutual acceptance

The earnest money shall be held by the Closing Agent.

The earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyers obligation under this Agreement is not satisfied through no fault of Buyer.

**3. EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:

Exhibit A - Legal Description

**4. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

**5. CONTINGENCIES.**

**a. Inspection.** Except as otherwise provided herein, this Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within thirty (30) days of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyers sole discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; any contracts affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyers intended purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be satisfied.

**b. Spokane City Council Approval.** As this Property is City owned property, this Agreement is subject to Spokane City Council Approval by whatever manner chosen by the City to approve sales of City owned property.

**c. Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases or other agreements relating to all or a portion of the Property and a schedule of tenants, rents, and deposits (if applicable); architectural drawings, civil and other engineered drawings and reports, surveys, soils reports, drainage reports, environmental reports, traffic studies, archeological investigations, utility reports/statements, easements, copies of any lawsuits effecting the Property, governmental approvals or denials, information on any pending LID or ULID, road widening, or any off-site costs or impact fees that may be incurred after closing, specifications, permits, applications, surveys, studies and maintenance records; and accounting records and audit reports.

INITIALS: Buyer DLG Date 8/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)  
Page 2 of 6

Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this Agreement.

**d. Access.** Seller shall permit Buyer and its agents, at Buyers sole expense and risk to enter the Property at reasonable times, to conduct inspections concerning the Property and improvements, including without limitation, utility locations and capacity, hazardous materials (limited to a Phase I audit only), soils conditions, sensitive areas, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing without obtaining the Sellers prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing.

**e. Predevelopment Conference.** Notwithstanding any term or provision of the Agreement, the obligation of Buyer to purchase the Property from Seller is contingent upon satisfactory completion of a Pre-development Conference, including receipt of all Conference notes, within 60 days of mutual execution of this Agreement. If Buyer, in its sole discretion, is not satisfied with the results of the Pre-Development Conference for any reason, Buyer may terminate this Agreement by providing written notice to Seller, in which case all earnest money shall be refunded to Buyer.

Buyer will submit its Pre-Development Review Application within 10 days of mutual acceptance of this agreement.

**6. TITLE INSURANCE.**

**a. Title Report.** Seller authorizes Closing Agent, at Sellers expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. The title report shall be issued by Vista Title & Escrow Company.

**b. Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (a) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

**7. CLOSING OF SALE.** This sale shall be closed no later than 90 days from mutual execution of this agreement, unless extended in writing by the parties hereto. The sale shall be closed by Vista Title & Escrow Company, located at 201 W North River Dr Suite #205, Spokane, WA 99201, ("Closing Agent"). Buyer and Seller will, immediately after satisfaction of all Conditions to closing, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.

**8. CLOSING COSTS.** Seller shall pay the excise tax and premium for the owner's standard coverage title policy provided, the parties acknowledge and agree that this government sale is exempt from the excise tax. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing.

INITIALS: Buyer DUG Date 11/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)  
Page 3 of 6

**a. Unpaid Utility Charges.** Buyer and Seller DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property.

**9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS.** After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made.

**10. OPERATIONS PRIOR TO CLOSING.** Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provide in this Agreement. Seller shall not enter into or modify existing agreements or leases (except that Seller may modify or terminate agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

**11. POSSESSION.** Buyer shall be entitled to possession on closing.

**12. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller makes no representations or warranties regarding the Property other than those specified in this Agreement, Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations. Buyer expressly waives Buyer's right to receive from Seller a signed and dated Real Property Transfer Disclosure Statement as contemplated by RCW 64.06.020.

**13. HAZARDOUS SUBSTANCES.** Seller has not conducted any environmental review nor is it in possession of any environmental report which relate to the Property. Buyer agrees that should it elect to remove any hazardous substance from the Property, it will do so with the assistance of a properly qualified removal or abatement specialist pursuant to applicable federal, state, and local laws and will further hold the Seller harmless from any and all loss, liability, cost, expenses, claims or suits including the obligation to defend the Seller should a claim be brought by any party against the Seller as a result of Buyer's abatement activities.

**14. PERSONAL PROPERTY.**

**a.** This sale includes all right, title and interest of Seller to the following tangible personal property: That portion of the personal property located on and used in connection with the Property. **b.** In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals.

**15. CONDEMNATION AND CASUALTY.** Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if the Property is destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.

**16. FIRPTA - TAX WITHHOLDING AT CLOSING.** Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

**17. CONVEYANCE.** Title shall be conveyed by a Quit Claim Deed subject only to the Permitted Exceptions. At closing, Seller and Buyer shall execute and deliver to Closing Agent a mutually agreeable Assignment and

INITIALS: Buyer <sup>DS</sup> DLG Date 8/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

COMMERCIAL & INVESTMENT REAL ESTATE  
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Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible property transferred pursuant to Section 14b.

**18. NOTICES AND COMPUTATION OF TIME.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer. All notices, requests, demands and other communications under this Agreement shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed:

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays.

**19. AGENCY DISCLOSURE.** Not applicable.

**20. ASSIGNMENT.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, except to an entity in which the Buyer has an interest.

**21. DEFAULT AND ATTORNEY'S FEE.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then: That portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept by Seller as liquidated damages (subject to Seller's obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure.

If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state of Washington.

**22. MISCELLANEOUS PROVISIONS.**

**a. Complete Agreement.** The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement.

**b. No Merger.** The terms of the Agreement shall not merge in the deed or other conveyance instrument transferring the Property to Buyer at closing. The terms of this Agreement shall survive closing.

**c. Counterpart Signatures.** The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

**d. Facsimile Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

**23. ACCEPTANCE; COUNTEROFFERS.** Seller has until midnight of the fifth (5<sup>th</sup>) business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the second business day following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer.

**24. INFORMATION TRANSFER.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller written request copies of all materials received from Seller and any plans, studies,

INITIALS: Buyer DLG Date 8/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

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reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer possession or control as of the date this Agreement is terminated.

**25. CONFIDENTIALITY.** Until and unless closing has been consummated, Buyer and Seller will treat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer or Seller is required by law to disclose and then only after giving the other party written notice at least three (3) days prior to the disclosure) and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller or Buyer.

**26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the Property on the terms and conditions herein. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no commissions are due and owing to any real estate broker or salesperson in connection with this transaction or Property. The Property is described in attached **Exhibit A**.

**27. LISTING AGENT AND SELLING LICENSEE DISCLOSURE.** Not Applicable.

**28. MICELLANEOUS**

The risk of loss prior to closing shall remain in Seller and, if prior to date of closing, improvements on the premises shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Purchaser, shall become null and void

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

There are no verbal or other agreements, which modify or affect this Agreement.

Time is of the essence in this Agreement.

**29. GOVERNMENTAL APPROVAL.** Buyer acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement following approval by the City Council.

Buyer: David L Guthrie and or assigns

DocuSigned by:  
By: David L. Guthrie Date 9/19/2022  
CAE702851DE646A  
Redband Development, LLC and/or Assigns

Redband Development, LLC  
c/o Tim Fischer  
Winston & Cashatt Lawyers  
Address: 601 W. Riverside Avenue, Suite 1900, Spokane, WA 99201  
Phone: 1.509.710.9097  
Email: [dave@redbanddevelopment.com](mailto:dave@redbanddevelopment.com)

Seller: City of Spokane.  
\_\_\_\_\_  
Date \_\_\_\_\_

By:  
Title:

INITIALS: Buyer DLG Date 9/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

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\_\_\_\_\_ Date \_\_\_\_\_

By:

Title:

Address: 808 W Spokane Falls Blvd., Spokane, WA 99201

Phone \_\_\_\_\_ Email \_\_\_\_\_

**29. BUYER'S RECEIPT.** Buyer acknowledges receipt of a Seller signed copy of this Agreement, on \_\_\_\_\_, 2022.

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

All of the certain real property located in the County of Spokane, State of WA, described as follows:

Property Address: 2912 E Wabash Avenue, Spokane Washington, 99217

Legally described as follows: Lot 6 of Block 21 of Hillyard Addition

Assessor's Parcel Number: 36343.2806

INITIALS: Buyer <sup>DS</sup> DLG Date 9/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_


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

07/12/2021

**Date Rec'd**

6/21/2021

**Clerk's File #**

RES 2021-0055

**Renews #****Submitting Dept**

FACILITIES MANAGEMENT

**Cross Ref #****Contact Name/Phone**

DAVE STEELE X6064

**Project #****Contact E-Mail**

DSTEELE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

5900 - SURPLUS PROPERTY RESOLUTION

**Agenda Wording**

Both 1927 E Dalton and 2912 E Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots.

**Summary (Background)**

The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action. The sale of these properties will recoup a portion of those costs.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Revenue \$ TBD

# 99999

Select \$

#

Select \$

#

Select \$

#

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

TEAL, JEFFREY

**Study Session\Other**

F&amp;A 6-21-2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Mumm

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

twallace@spokanecity.org; jteal@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

pingiosi@spokanecity.org;  
mhughes@spokanecity.org**Additional Approvals**

dsteele@spokanecity.org; ablain@spokanecity.org

**Purchasing**

kbustos@spokanecity.org; ddaniels@spokanecity.org

Adopted by Spokane City Council  
on: 7-12-2021

DocuSigned by:

CC56CBA4DCC84D6City Clerk



## Briefing Paper F&A Committee

<b>Division &amp; Department:</b>	Finance – Facilities Department
<b>Subject:</b>	Surplus Property Resolution
<b>Date:</b>	06/21/2021
<b>Author (email &amp; phone):</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a> 625-6064
<b>City Council Sponsor:</b>	CM Mumm
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
<b>Strategic Initiative:</b>	Sustainability
<b>Deadline:</b>	NA
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adoption of a surplus property resolution declaring two residential lots surplus and authorizing the sale of both properties
<b>Background/History:</b> The Real Estate Review Committee (RERC) met and reviewed 3 properties. The final consensus was to declare 1927 East Dalton and 2912 East Wabash surplus and list them with a qualified residential broker for immediate sale. The subsequent committee report was reviewed, and concurrence was provided from the Mayor's office for the action.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Both 1927 East Dalton and 2912 East Wabash were acquired through the Spokane County tax foreclosure process with the intent of returning them to the tax roles. The city has associated clean up costs for both lots. The sale of these properties will recoup a portion of those costs.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i>	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

RESOLUTION 2021-0055

A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY.

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in Exhibit A hereto (“Properties”); and

WHEREAS, pursuant to Chapter 12.10 of the Spokane Municipal Code, the Real Estate Review Committee reviewed the Properties and recommends that the City declare the Properties surplus and authorize the City’s Facilities Department to find buyers for the Properties; and

WHEREAS, the Properties were acquired by the City of Spokane through the public auction process conducted by Spokane County due to non-payment of property taxes and settlement of property liens in order to protect the City of Spokane’s lien position and possible recovery; and,

WHEREAS, the City of Spokane finds that the Properties are no longer needed for a public use of the City of Spokane and has determined it to be in the public interest to offer them for sale; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City of Spokane is required to seek fair market value for the Properties.

NOW, THEREFORE -- it is hereby resolved by the City of Spokane City Council; as follows:

1. The Properties are hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City. The following described Properties are hereby declared to be of low value and surplus to the public needs of the City.

Type	Address	Parcel Number
Residential	1927 East Dalton	35043.0130
Residential	2912 East Wabash	36343.2806

2. The Mayor has directed the City’s Facilities Department to dispose of the surplus Properties by determining the fair market value of the Properties using commercially reasonable means and seeking a qualified buyer or buyers for the Properties and to negotiate the terms of a purchase and sale agreement(s) with said buyer(s). The final negotiated terms of the purchase and sale agreement(s) is subject to final approval by the



City Council.

ADOPTED by the Spokane City Council this 12th day of July,  
2021.

DocuSigned by:  
  
\_\_\_\_\_  
City Clerk

Approved as to form:

DocuSigned by:  
  
\_\_\_\_\_  
Assistant City Attorney

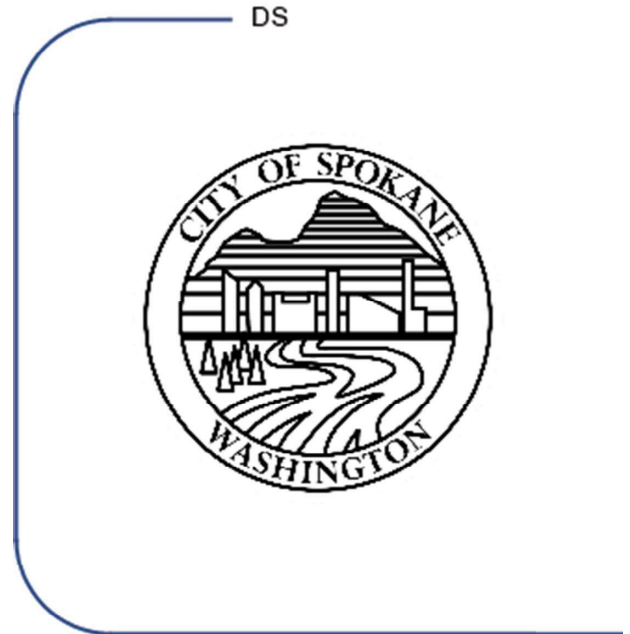


EXHIBIT "A"

**1927 East Dalton**

Assessor's parcel number: 35043.0130

**2912 East Wabash**

Assessor's parcel number: 36343.2806

COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)  
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Date: 08/08/2022

The undersigned Buyer, **Redband Development, LLC, and or Assigns ("Buyer")**, agrees to buy, and Seller, **City of Spokane ("Seller")**; agrees to sell, on the following terms, the real estate and all improvements thereon (collectively, the "Property") commonly known as 2912 E Wabash Avenue, Spokane, WA 99217, and legally described on **Exhibit A**.

(Buyer and Seller authorize the Closing Agent to insert and/or correct, over their signatures, the legal description of the Property.)

**1. PURCHASE PRICE.** The total purchase price is Fifty Thousand Dollars (\$50,000), including the earnest money, payable as follows:

All cash at closing, including the earnest money, with no financing contingency.

**2. EARNEST MONEY.** Buyer agrees to deliver the earnest money in the amount of Two Thousand Five Hundred Dollars (\$2,500), which is due no later than Five (5) days after mutual acceptance

The earnest money shall be held by the Closing Agent.

The earnest money shall be applicable to the purchase price and shall be non-refundable except where a condition to Buyers obligation under this Agreement is not satisfied through no fault of Buyer.

**3. EXHIBITS AND ADDENDA.** The following Exhibits and Addenda are made a part of this Agreement:

Exhibit A - Legal Description

**4. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing.

**5. CONTINGENCIES.**

**a. Inspection.** Except as otherwise provided herein, this Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within thirty (30) days of mutual acceptance of this Agreement stating that Buyer is satisfied, in Buyers sole discretion, concerning all aspects of the Property, including without limitation, its physical condition; the presence of or absence of any hazardous substances; any contracts affecting the property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyers intended purpose. If such notice is timely given, the inspection contingencies stated in this Section 5 shall be deemed to be satisfied.

**b. Spokane City Council Approval.** As this Property is City owned property, this Agreement is subject to Spokane City Council Approval by whatever manner chosen by the City to approve sales of City owned property.

**c. Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases or other agreements relating to all or a portion of the Property and a schedule of tenants, rents, and deposits (if applicable); architectural drawings, civil and other engineered drawings and reports, surveys, soils reports, drainage reports, environmental reports, traffic studies, archeological investigations, utility reports/statements, easements, copies of any lawsuits effecting the Property, governmental approvals or denials, information on any pending LID or ULID, road widening, or any off-site costs or impact fees that may be incurred after closing, specifications, permits, applications, surveys, studies and maintenance records; and accounting records and audit reports.

INITIALS: Buyer DS Date 8/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

COMMERCIAL & INVESTMENT REAL ESTATE  
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(CONTINUED)  
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Buyer shall determine within the contingency period stated in the preceding introductory paragraph whether it wishes and is able to assume, as of closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond closing. Seller shall transfer the leases, contracts and agreements as provided in Section 17 of this Agreement.

**d. Access.** Seller shall permit Buyer and its agents, at Buyers sole expense and risk to enter the Property at reasonable times, to conduct inspections concerning the Property and improvements, including without limitation, utility locations and capacity, hazardous materials (limited to a Phase I audit only), soils conditions, sensitive areas, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance. Buyer shall not perform any invasive testing without obtaining the Sellers prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing.

**e. Predevelopment Conference.** Notwithstanding any term or provision of the Agreement, the obligation of Buyer to purchase the Property from Seller is contingent upon satisfactory completion of a Pre-development Conference, including receipt of all Conference notes, within 60 days of mutual execution of this Agreement. If Buyer, in its sole discretion, is not satisfied with the results of the Pre-Development Conference for any reason, Buyer may terminate this Agreement by providing written notice to Seller, in which case all earnest money shall be refunded to Buyer.

Buyer will submit its Pre-Development Review Application within 10 days of mutual acceptance of this agreement.

**6. TITLE INSURANCE.**

**a. Title Report.** Seller authorizes Closing Agent, at Sellers expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. The title report shall be issued by Vista Title & Escrow Company.

**b. Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within ten (10) days after receipt of such commitment or supplement. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (a) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The closing date shall be extended to the extent necessary to permit time for these notices. Those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

**7. CLOSING OF SALE.** This sale shall be closed no later than 90 days from mutual execution of this agreement, unless extended in writing by the parties hereto. The sale shall be closed by Vista Title & Escrow Company, located at 201 W North River Dr Suite #205, Spokane, WA 99201, ("Closing Agent"). Buyer and Seller will, immediately after satisfaction of all Conditions to closing, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement.

**8. CLOSING COSTS.** Seller shall pay the excise tax and premium for the owner's standard coverage title policy provided, the parties acknowledge and agree that this government sale is exempt from the excise tax. Seller and Buyer shall each pay one-half of the escrow fees. Real and personal property taxes and assessments payable in the year of closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing.

INITIALS: Buyer DUG Date 6/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

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**a. Unpaid Utility Charges.** Buyer and Seller DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property.

**9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS.** After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made.

**10. OPERATIONS PRIOR TO CLOSING.** Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of mutual acceptance of this Agreement, but shall not be required to repair material damage from casualty except as otherwise provide in this Agreement. Seller shall not enter into or modify existing agreements or leases (except that Seller may modify or terminate agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

**11. POSSESSION.** Buyer shall be entitled to possession on closing.

**12. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller makes no representations or warranties regarding the Property other than those specified in this Agreement, Buyer otherwise takes the Property "AS IS," and Buyer shall otherwise rely on its own pre-closing inspections and investigations. Buyer expressly waives Buyer's right to receive from Seller a signed and dated Real Property Transfer Disclosure Statement as contemplated by RCW 64.06.020.

**13. HAZARDOUS SUBSTANCES.** Seller has not conducted any environmental review nor is it in possession of any environmental report which relate to the Property. Buyer agrees that should it elect to remove any hazardous substance from the Property, it will do so with the assistance of a properly qualified removal or abatement specialist pursuant to applicable federal, state, and local laws and will further hold the Seller harmless from any and all loss, liability, cost, expenses, claims or suits including the obligation to defend the Seller should a claim be brought by any party against the Seller as a result of Buyer's abatement activities.

**14. PERSONAL PROPERTY.**

**a.** This sale includes all right, title and interest of Seller to the following tangible personal property: That portion of the personal property located on and used in connection with the Property. **b.** In addition to the leases, contracts and agreements assumed by Buyer pursuant to Section 5a above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals.

**15. CONDEMNATION AND CASUALTY.** Buyer may terminate this Agreement and obtain a refund of the earnest money, less any costs advanced or committed for Buyer, if the Property is destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing.

**16. FIRPTA - TAX WITHHOLDING AT CLOSING.** Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

**17. CONVEYANCE.** Title shall be conveyed by a Quit Claim Deed subject only to the Permitted Exceptions. At closing, Seller and Buyer shall execute and deliver to Closing Agent a mutually agreeable Assignment and

INITIALS: Buyer <sup>DS</sup> DLG Date 8/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_



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(CONTINUED)  
Page 4 of 6

Assumption Agreement transferring all leases, contracts and agreements assumed by Buyer pursuant to Section 5a and all intangible property transferred pursuant to Section 14b.

**18. NOTICES AND COMPUTATION OF TIME.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer. All notices, requests, demands and other communications under this Agreement shall be deemed to have been duly given (i) if delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third (3rd) business day after the date on which it is so mailed:

Unless otherwise specified in this Agreement, any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific time of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays.

**19. AGENCY DISCLOSURE.** Not applicable.

**20. ASSIGNMENT.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, except to an entity in which the Buyer has an interest.

**21. DEFAULT AND ATTORNEY'S FEE.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then: That portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be kept by Seller as liquidated damages (subject to Seller's obligation to pay certain costs or a commission, if any) as the sole and exclusive remedy available to Seller for such failure.

If Buyer or Seller institutes suit concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state of Washington.

**22. MISCELLANEOUS PROVISIONS.**

**a. Complete Agreement.** The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement.

**b. No Merger.** The terms of the Agreement shall not merge in the deed or other conveyance instrument transferring the Property to Buyer at closing. The terms of this Agreement shall survive closing.

**c. Counterpart Signatures.** The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

**d. Facsimile Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

**23. ACCEPTANCE; COUNTEROFFERS.** Seller has until midnight of the fifth (5<sup>th</sup>) business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the second business day following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer.

**24. INFORMATION TRANSFER.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller written request copies of all materials received from Seller and any plans, studies,

INITIALS: Buyer DLG Date 8/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

COMMERCIAL & INVESTMENT REAL ESTATE  
PURCHASE & SALE AGREEMENT  
(CONTINUED)  
Page 5 of 6

reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer possession or control as of the date this Agreement is terminated.

**25. CONFIDENTIALITY.** Until and unless closing has been consummated, Buyer and Seller will treat all information obtained in connection with the negotiation and performance of this Agreement as confidential (except for any information that Buyer or Seller is required by law to disclose and then only after giving the other party written notice at least three (3) days prior to the disclosure) and will not use or knowingly permit the use of any confidential information in any manner detrimental to Seller or Buyer.

**26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the Property on the terms and conditions herein. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no commissions are due and owing to any real estate broker or salesperson in connection with this transaction or Property. The Property is described in attached **Exhibit A**.

**27. LISTING AGENT AND SELLING LICENSEE DISCLOSURE.** Not Applicable.

**28. MICELLANEOUS**

The risk of loss prior to closing shall remain in Seller and, if prior to date of closing, improvements on the premises shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of Purchaser, shall become null and void

The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

There are no verbal or other agreements, which modify or affect this Agreement.

Time is of the essence in this Agreement.

**29. GOVERNMENTAL APPROVAL.** Buyer acknowledges that this Agreement does not bind the City of Spokane until the Mayor executes this Agreement following approval by the City Council.

Buyer: David L Guthrie and or assigns

DocuSigned by:  
By: David L. Guthrie Date 9/19/2022  
CAE702851DE646A  
Redband Development, LLC and/or Assigns

Redband Development, LLC  
c/o Tim Fischer  
Winston & Cashatt Lawyers  
Address: 601 W. Riverside Avenue, Suite 1900, Spokane, WA 99201  
Phone: 1.509.710.9097  
Email: [dave@redbanddevelopment.com](mailto:dave@redbanddevelopment.com)

Seller: City of Spokane.  
\_\_\_\_\_  
Date \_\_\_\_\_

By:  
Title:

INITIALS: Buyer DLG Date 9/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

COMMERCIAL & INVESTMENT REAL ESTATE  
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Page 6 of 6

\_\_\_\_\_ Date \_\_\_\_\_

By:

Title:

Address: 808 W Spokane Falls Blvd., Spokane, WA 99201

Phone \_\_\_\_\_ Email \_\_\_\_\_

**29. BUYER'S RECEIPT.** Buyer acknowledges receipt of a Seller signed copy of this Agreement, on \_\_\_\_\_, 2022.

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

All of the certain real property located in the County of Spokane, State of WA, described as follows:

Property Address: 2912 E Wabash Avenue, Spokane Washington, 99217

Legally described as follows: Lot 6 of Block 21 of Hillyard Addition

Assessor's Parcel Number: 36343.2806

INITIALS: Buyer <sup>DS</sup> DVG Date 9/19/2022 Seller \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_





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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	OPR 2018-0158
<b>Renews #</b>	

<b>Submitting Dept</b>	SOLID WASTE COLLECTION	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540	<b>Project #</b>	
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG	<b>Bid #</b>	4420-17
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	2023 BUDGET
<b>Agenda Item Name</b>	4500 CONTRACT EXTENSION WITH BARR-TECH, LLC		

**Agenda Wording**

Five-year contract extension with Barr-Tech, LLC (Sprague, WA) for transporting, processing and composting organics - estimated annual expenditure \$1,950,000 (first year)

**Summary (Background)**

Curbside yard waste collection was implemented in the City of Spokane in 1997 with the program expanding to accept food and food-soiled paper products in 2010. This contract extension will allow both Solid Waste departments to divert organics out of the main waste stream which provides a positive impact on the environment. This contract complies with the Department of Agriculture's restrictions on organic shipments and adheres to the rules and regulations in House Bill 1799 for Organic

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 1,325,000 (first year)

Expense \$ 625,000 (first year)

Select \$

Select \$

**Budget Account**

# 4500-44200-37148-54201-19018

# 4490-44100-37148-54201-99999

#

#

**Approvals**

**Dept Head** AVERYT, CHRIS

**Division Director** FEIST, MARLENE

**Finance** ALBIN-MOORE, ANGELA

**Legal** HARRINGTON,

**For the Mayor** PERKINS, JOHNNIE

**Additional Approvals**

**Purchasing** PRINCE, THEA

**Council Notifications**

**Study Session\Other** PIES 11.28.2022

**Council Sponsor** CM Kinnear

**Distribution List**

caveryt@spokanecity.org

rschoonover@spokanecity.org

jsalstrom@spokanecity.org

Tax & Licenses

mdorgan@spokanecity.org

tprince@spokanecity.org

rhughes@spokanecity.org



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

Material Management. The initial contract was for a five-year term, with the option to extend for one (1) additional five-year period. Contract terms have been renegotiated and agreed on by both parties. The price increases requested by Barr-Tech, LLC are due to inflationary increases in labor, equipment, and capital infrastructure investments. Additionally, account growth will affect the total annual cost associated with this contract, which is offset by revenue generated from curbside yard waste collection subscribers and the tonnage charged for self-hauled material at the Waste to Energy Facility. This contract may reach an annual expenditure of \$2,800,000 between the two departments in the fifth and final year.

**Fiscal Impact**

**Budget Account**

Select     **\$**

**#**

Select     **\$**

**#**

**Distribution List**

scottd@barr-tech.net

Contract Signer - tedc@americanonsite.net




**City of Spokane**

**CONTRACT AMENDMENT / EXTENSION**

**TITLE: TRANSPORTING, PROCESSING, AND  
COMPOSTING OR RESIDENTIAL ORGANICS**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BARR-TECH, LLC.**, whose address is 9117 Kallenberger Road North, Sprague, Washington 99032 as ("**Operator**"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the **Operator** agreed to provide **Transporting, Processing, and Composting of Residential and Commercial Organics** for the City's Solid Waste Department(s); and*

*WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract dated March 30, 2018 and April 13, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on January 1, 2023.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through December 31, 2027

**4. AMENDMENT.**

The Scope of Work in the original Contract is amended as follows:

Section 3 SCOPE item (3)(a through i) to read as follows:

In addition to the duties outlined and contained in supporting documents and above in Sections 1 and 2 of this contract the following additional terms have been agreed upon by the Parties:

- a. Solid Waste Collection and Solid Waste Disposal will pay \$46.75 the following per ton for organics.
- 2023 - \$59/ton processing cost with fuel indexes for transportation and off road diesel
  - 2024 - \$65/ton processing cost with fuel indexes for transportation and off road diesel
  - 2025 - \$70/ton processing cost with fuel indexes for transportation and off road diesel
  - 2026 - \$70/ton processing cost with fuel indexes for transportation and off road diesel
  - 2027 - \$70/ton processing cost with fuel indexes for transportation and off road diesel
- b. Solid Waste Collection will deliver residential organics to the designated transfer station for Barr-Tech.
- c. Solid Waste Disposal will have Barr-Tech pick up self-hauled organics at the Waste to Energy Plant and haul to their main facility.
- d. To accommodate seasonal fluctuations in material, Barr-Tech agrees to provide the City with an on-site additional trailer for material to be loaded by the City. Alternatively, with 48 hours' notice from City, Barr-Tech agrees to provide a dedicated driver and trailer to live load material.
- e. No commercial food waste will be collected and delivered to ~~either~~ Barr-Tech's transfer station ~~or main facility~~.
- ~~(e) "BarrTech may request a price adjustment annually in writing based on the CPI of the previous year" due to above pricing.~~
- f. Barr-Tech agrees to work with the City to provide processing and disposal for "uncontaminated / clean" commercial food waste in accordance with this contract and pursuant to any future rules and regulations as established under the recent "Organics Management Law (House Bill 1799)"; price and acceptance will depend on unknown contamination levels.
- g. All residential and self-hauled organic waste collected by either department will be delivered to a Barr-Tech facility.
- h. The City acknowledges that Barr-Tech cannot guarantee continued use of its current Transfer Station due to a newly adopted permitting regulation. A State Environmental Policy Act (SEPA) review is required and is in-process but may not be finalized before the contract extension is finalized.
- i. Off-Highway Diesel Fuel Adjustment will be added to the pay structure as outlined in Section 4b.

#### Section 4 - FUEL ADJUSTMENT – SURCHARGES

- a. On-Highway: In the event that during the term of this Agreement, on-highway

diesel fuel prices rise to over \$3.00 a gallon, then for every five (5) cents that diesel prices increase in excess of the \$3.00 per gallon, the City will pay Barr-Tech \$1.00 per five cent increment per roundtrip (see Exhibit C). A monthly average price per gallon will be used based off of the US Energy Information and Administration reports for “West Coast less California” diesel prices ([www.eia.gov](http://www.eia.gov)). The fuel charges will be itemized and included on the regular monthly bill for each department. The Fuel Adjustment Surcharge will be firm for a period of three (3) years after which time can be renegotiated. Renegotiations can be initiated in writing by either party.

b. Off-Highway: In the event that during the term of this Agreement, off-highway diesel fuel prices rise to over \$3.00 a gallon, a monthly average price per gallon will be used based off of the US Energy Information and Administration reports for “West Coast less California” diesel prices ([www.eia.gov](http://www.eia.gov)) less applicable state and federal excise tax (currently \$0.738 = \$0.494 state tax + \$0.244 federal tax). The difference in \$3.00 and the monthly average, minus applicable taxes, will be added as a fuel surcharge for every ton received. The fuel charges will be itemized and included on the regular monthly bill for each department. The Fuel Adjustment Surcharge will be firm for a period of three (3) years after which time can be renegotiated. Renegotiations can be initiated in writing by either party.

**5. COMPENSATION.**

The City shall pay an additional amount not to exceed an annual expenditure for 2023 is **ONE MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,950,000)**, which consists of **ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,325,000)** for Solid Waste Collection; **SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$625,000)** for Solid Waste Disposal. In the fifth and final year, this contract could possibly reach **TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000)**, which consists of **ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000)** for Solid Waste Collection; **NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000)** for Solid Waste Disposal for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**BARR-TECH, LLC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

See attached

U2022-092b

# Committee Agenda Sheet

## Public Infrastructure, Environment, and Sustainability Committee

<b>Submitting Department</b>	Solid Waste Collection & Disposal Departments
<b>Contact Name &amp; Phone</b>	Chris Averyt / 509.625.6540
<b>Contact Email</b>	<a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Contract Extension with Barr-Tech, LLC
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• Curbside yard waste collection started in 1997 with 5,000 customers, currently has over 38,000 customers, and is still growing.</li> <li>• In July 2010, the city expanded the yard waste program to include food scraps and food-soiled paper products.</li> <li>• RFP #17-4420 was issued for transporting, processing and composting organic materials collected from curbside yard waste collection subscribers or self-hauled to the Waste to Energy Facility. It was sent to 21 firms that provide services in the solid waste industry. Barr-Tech, LLC was the only response received and met all qualifications as set forth in the RFP.</li> <li>• A five-year contract, with option to extend for one (1) additional five-year period, was approved in early 2018. The current contract expires December 31, 2022.</li> <li>• A contract extension will allow the Solid Waste Collection and Disposal Departments to continue to divert materials out of the main waste stream which creates a positive environmental impact.</li> <li>• This contract extension complies with the Department of Agriculture’s restrictions on shipments of organics and the rules and regulations set forth in House Bill 1799 for Organics Material Management.</li> <li>• Contract terms have been renegotiated and are agreeable to both parties. Revised pricing for the five-year extension:             <ul style="list-style-type: none"> <li>- 2023 - \$59/ton processing cost</li> <li>- 2024 - \$65/ton processing cost</li> <li>- 2025 - \$70/ton processing cost</li> <li>- 2026 - \$70/ton processing cost</li> <li>- 2027 - \$70/ton processing cost</li> <li>- No annual CPI adjustments</li> <li>- Price increases are due to inflationary increases in labor, equipment, and capital infrastructure investments.</li> <li>- An “on highway” and “off highway” fuel surcharge will be billed when diesel prices reach over \$3.00 per gallon (based on the monthly average listed on <a href="http://www.eia.gov">www.eia.gov</a> for “West Coast less California”). The “on highway” fuel surcharge will be charged at \$1.00 per five cent increment per round trip. The “off highway” fuel surcharge will be charged at the</li> </ul> </li> </ul>

	difference between \$3.00 and the monthly average, minus state and federal tax, per ton.
<b>Proposed Council Action &amp; Date:</b>	Council Consent on 12.12.2022
<p><b>Fiscal Impact:</b>  <u>Total Cost: Estimated annual expenditure for 2023 is \$1,950,000 (\$1,325,000 for Solid Waste Collection; \$625,000 for Solid Waste Disposal). In future years, the annual expenditure will increase based on the new pricing structure and annual growth. Other factors, such as seasonal weather conditions, may affect the costs of this contract. In the fifth and final year, this contract could possibly reach \$2,800,000 (\$1,900,000 for Solid Waste Collection; \$900,000 for Solid Waste Disposal).</u></p> <p>Approved in current year budget?      <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No   <input type="checkbox"/> N/A</p> <p>Funding Source                      <input type="checkbox"/> One-time      <input checked="" type="checkbox"/> Recurring  Specify funding source: Solid Waste Collection &amp; Disposal Department’s Operating Budgets</p> <p>Expense Occurrence      <input type="checkbox"/> One-time      <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Revenue is generated from from green cart monthly subscriptions and tonnage self-hauled to the WTE Facility. This revenue offsets the costs associated with this contract.</p>	
<b>Operations Impacts</b>	
<p>What impacts would the proposal have on historically excluded communities?  N/A</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  N/A</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>Tonnage collected monthly and annually is monitored and compared for growth trends. Reports in FMS are available to compare revenue earned from green cart subscribers and self-hauled to the WTE Facility against expenditures to operate this program for both departments.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Comprehensive Plan - NE 5.4 PROFIT FROM WASTE: Recruit industries that can make use of and profit from Spokane’s solid waste in a manner that minimizes or mitigates environment.</p> <p>Comprehensive Plan - CFU 5.5 WASTE REDUCTION AND RECYCLING: Provide integrated, efficient, and economical solid waste management services in a manner that encourages and promotes waste reduction and recycling and minimizes environmental and public health impacts.</p>	





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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	ORD C36341
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	CP BEGGS 6254
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	0320 - FIRE OVERTIME SBO

**Agenda Wording**  
Amending Ordinance C36161 adopting the annual budget for 2022, appropriating \$3.7 million from the American Rescue Plan Fund for Fire overtime.

**Summary (Background)**  
Based on actual costs and revenues and projections through the remainder of the fiscal year, the overall net funding need is \$3.7 million for Fire and \$2.5 million for Police. Uniform overtime is projected to be approximately \$9 million, nearly \$6.4 million over the budgeted amount. Savings in other accounts, such as wages from vacant positions, will help cover the overage.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 3,700,000	# American Rescue Plan Fund
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ALLERS, HANNAHLEE	<b>Study Session\Other</b>	11/21 Finance & 11/28 PIES
<b>Division Director</b>		<b>Council Sponsor</b>	CP Beggs, CM Wilkerson, CM Zappone
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>			
<b>For the Mayor</b>			
<b>Additional Approvals</b>			
<b>Purchasing</b>			

ORDINANCE NO C36341

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase the appropriation by \$3,700,000.
- A) Of the increased appropriation, \$3,700,000 is provided solely for uniformed overtime in the Fire department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to pay Fire uniformed overtime while understaffed, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_

City Clerk

Approved as to form: \_\_\_\_\_

Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	City Council
<b>Contact Name &amp; Phone</b>	CP Beggs
<b>Contact Email</b>	bbeggs@spokanecity.org
<b>Council Sponsor(s)</b>	CP Beggs, CM Wilkerson, CM Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	Public Safety Overtime SBOs
<b>Summary (Background)</b>	<p>Both of these SBOs were discussed at Finance on 11/21 but are being brought forward again through the ARPA process.</p> <p>Based on actual costs and revenues and projections through the remainder of the fiscal year, the overall net funding need is <b>\$3.7 million</b> for Fire and <b>\$2.5 million</b> for Police.</p> <p>Uniform overtime is projected to be approximately \$9 million, nearly \$6.4 million over the budgeted amount. Savings in other accounts, such as wages from vacant positions, will help cover the overage.</p>
<b>Proposed Council Action &amp; Date:</b>	Will file for Council consideration on 12/12
<b>Fiscal Impact:</b>	<p>Total Cost: <u>\$6,200,000</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source: ARPA under the Revenue Replacement category</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts</b>	<p>What impacts would the proposal have on historically excluded communities?</p> <p>NA</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>NA</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>NA</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>NA</p>



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

<b>Date Rec'd</b>	11/29/2022
<b>Clerk's File #</b>	ORD C36342
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS X6254
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	0320 - POLICE OVERTIME SBO

**Agenda Wording**  
Amending Ordinance C36161 adopting the annual budget for 2022, appropriating \$2.5 million from the American Rescue Plan Fund for Police overtime.

**Summary (Background)**  
Based on actual costs and revenues and projections through the remainder of the fiscal year, the overall net funding need is \$3.7 million for Fire and \$2.5 million for Police. Uniform overtime is projected to be approximately \$9 million, nearly \$6.4 million over the budgeted amount. Savings in other accounts, such as wages from vacant positions, will help cover the overage.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 2,500,000	# American Rescue Plan Fund
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ALLERS, HANNAHLEE	<b>Study Session\Other</b>	11/21 Finance & 11/28 PIES
<b>Division Director</b>		<b>Council Sponsor</b>	CP Beggs, CM Wilkerson, CM Zappone
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>			
<b>For the Mayor</b>			
<b>Additional Approvals</b>			
<b>Purchasing</b>			

ORDINANCE NO C36342

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the American Rescue Plan Fund, and the budget annexed thereto with reference to the American Rescue Plan Fund, the following changes be made:

- 1) Increase the appropriation by \$2,500,000.
- A) Of the increased appropriation, \$2,500,000 is provided solely for uniformed overtime in the Police department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to pay Police uniformed overtime while understaffed, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	City Council
<b>Contact Name &amp; Phone</b>	CP Beggs
<b>Contact Email</b>	bbeggs@spokanecity.org
<b>Council Sponsor(s)</b>	CP Beggs, CM Wilkerson, CM Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 min
<b>Agenda Item Name</b>	Public Safety Overtime SBOs
<b>Summary (Background)</b>	<p>Both of these SBOs were discussed at Finance on 11/21 but are being brought forward again through the ARPA process.</p> <p>Based on actual costs and revenues and projections through the remainder of the fiscal year, the overall net funding need is <b>\$3.7 million</b> for Fire and <b>\$2.5 million</b> for Police.</p> <p>Uniform overtime is projected to be approximately \$9 million, nearly \$6.4 million over the budgeted amount. Savings in other accounts, such as wages from vacant positions, will help cover the overage.</p>
<b>Proposed Council Action &amp; Date:</b>	Will file for Council consideration on 12/12
<b>Fiscal Impact:</b>	<p>Total Cost: <u>\$6,200,000</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Specify funding source: ARPA under the Revenue Replacement category</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<b>Operations Impacts</b>	<p>What impacts would the proposal have on historically excluded communities?</p> <p>NA</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>NA</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>NA</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>NA</p>



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	ORD C36343
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN
<b>Contact Name/Phone</b>	JACOB MILLER 625-6421
<b>Contact E-Mail</b>	JMILLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	0410 - FINANCE - END OF YEAR ADJUSTMENT

**Agenda Wording**  
This Special Budget Ordinance is intended to increase the appropriation level of funds at the end of the fiscal year by \$663,628.

**Summary (Background)**  
Management and Budget staff compared 2022 budget appropriation versus actual expenditures at the fund level through October 2022. Funds that were projected to exceed their budgeted amounts by year-end, based on prior year spending patterns, were identified. Staff recommends increasing the expenditure appropriation levels for the General Obligation Bond Redemption Fund (Fund 2100) by \$663,628 for interest expenses that are anticipated to exceed the current budgeted amount.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 663,128	# 2100-81100-92000-58300-99999
Expense	\$ 500	# 2100-81100-92110-54918-99999
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MURRAY, MICHELLE	<b>Study Session\Other</b>	PIES Committee 11/28/2022
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CM Wilkerson & CM Bingle
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	PERKINS, JOHNNIE		
<b>Additional Approvals</b>			
<b>Purchasing</b>			
<b>MANAGEMENT &amp; BUDGET</b>	STRATTON, JESSICA		

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability Committee

<b>Submitting Department</b>	Finance
<b>Contact Name &amp; Phone</b>	Jacob Miller x6421
<b>Contact Email</b>	<a href="mailto:jmiller@spokanecity.org">jmiller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Councilmembers Bingle & Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5:00
<b>Agenda Item Name</b>	SBO to Adjust Year-End Appropriation Authority
<b>Summary (Background)</b>	<p>Management and Budget staff compared 2022 budget appropriation versus actual expenditures at the fund level through October 2022. Funds that were projected to exceed their budgeted amounts by year-end, based on prior year spending patterns, were identified. Staff reached out to the accounting team members responsible for those identified funds to compare projections and solicit feedback.</p> <p>Of the 19 funds identified as potentially exceeding their budget authority, staff recommends increasing the expenditure appropriation levels for only one fund.</p> <p>Staff recommends increasing the expenditure appropriation levels for the General Obligation Bond Redemption Fund (Fund 2100) by \$663,628 for interest expenses that are anticipated to exceed the current budgeted amount.</p>
<b>Proposed Council Action &amp; Date:</b>	<p>Approval of this Special Budget Ordinance in order to increase the appropriation level of funds at the end of the fiscal year.</p> <p>December 12, 2022</p>
<p><b>Fiscal Impact:</b>            Total Cost: <u>\$ 663,628</u>            Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A             Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring            Specify funding source: Unappropriated fund balance (General Obligation Bond Fund)             Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring             Other budget impacts: (revenue generating, match requirements, etc.): N/A</p>	



**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

N/A

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

N/A

ORDINANCE NO C36343

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Obligation Bond Redemption Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Obligation Bond Redemption Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$663,628.
- A) Of the increased appropriation, \$663,128 is provided solely for interest expenses on debt that are anticipated to exceed budgeted amounts.
- B) Of the increased appropriation, \$500 is provided solely for interest expenses on taxpayer refunds that are anticipated to exceed budgeted amounts.
- C) The increased appropriation is funded by the General Obligation Bond Redemption Fund's unappropriated fund balance.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust appropriation authority in the General Obligation Bond Redemption Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	ORD C36344
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN
<b>Contact Name/Phone</b>	DUSTY 435-2569 FREDRICKSON
<b>Contact E-Mail</b>	DFREDRICKSON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Budget Ordinance
<b>Agenda Item Name</b>	5750 - PMO - CONTRACTUAL SERVICES

**Agenda Wording**

This SBO is seeking approval to move \$62,000 of PMO salary savings into Contractual Services to cover incurred and forecasted contract labor costs through the end of 2022.

**Summary (Background)**

PMO carried 3 FTE vacancies through 2022 while supporting the completion of significant enterprise-level projects and maintaining non-project service levels to our Division/Department customers across the City. There is a large backlog with Civil Service so recruitment is delayed. PMO has relied on contract staff from locally based companies such as, Arch Consulting, Volt and Infinite Innovations to augment out Project Management, Business Analysis and Continuous Improvement skill set capacity.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ -\$31,000  
Expense \$ -\$31,000  
Expense \$ \$62,000  
Select \$

**Budget Account**

# 5750-73250-18810-03530-99999  
# 5750-73250-18880-00360-99999  
# 5750-73250-18880-54201-99999  
#

**Approvals**

<b>Dept Head</b>	MURRAY, MICHELLE
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	MURRAY, MICHELLE
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	PERKINS, JOHNNIE

**Council Notifications**

<b>Study Session\Other</b>	PIES Committee 11/28/2022
<b>Council Sponsor</b>	CM Kinnear / CP Beggs

**Distribution List**

**Additional Approvals**

<b>Purchasing</b>	
<b>MANAGEMENT &amp; BUDGET</b>	STRATTON, JESSICA

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Project Management Office
<b>Contact Name &amp; Phone</b>	Dusty Fredrickson (509) 435.2569
<b>Contact Email</b>	<a href="mailto:dfredrickson@spokanecity.org">dfredrickson@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear & CP Beggs
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	SBO - PMO Contractual Services
<b>Summary (Background)</b>	<p>The City Project Management Office (PMO) carried 3 FTE vacancies through 2022 while supporting the completion of significant enterprise-level projects, such as eSeries and Utility Billing Information System, while maintaining non-project service levels to our Division/Department customers across the City for Performance Measures, training, process improvement, etc.</p> <p>The PMO and Civil Service are actively engaged on developing recruitments for these vacancies to reduce our going-forward dependency on contract resourcing.</p> <p>However, the backlog in the Civil Service work queue has delayed our recruitments resulting in the PMO being understaffed for the year.</p> <p>To help offset this gap in our capacity and to meet our project and service delivery commitments, the PMO has relied on contract staff from locally-based companies, such as, Arch Consulting, Volt and Infinite Innovations to augment our Project Management, Business Analysis and Continuous Improvement skill set capacity.</p> <p>This SBO is seeking approval to move \$62,000 of PMO salary savings into Contract Services to cover incurred and forecasted contract labor costs through the end of 2022.</p> <p>The PMO salary saving will come from the following vacant positions:</p> <ul style="list-style-type: none"> <li>• Continuous Improvement Analysts 036002</li> <li>• Continuous Improvement Analyst 036004</li> <li>• Senior Project Manager 353001</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	SBO Approval – December 12, 2022
<p><b>Fiscal Impact:</b>            Total Cost: <u>\$62,000</u>            Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring            Specify funding source: PMO Salary Savings</p> <p>Expense Occurrence    <input checked="" type="checkbox"/> One-time    <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

*No direct impact. The majority of PMO resources work to support City Divisions/Departments to improvement their operational processes and tools so they can deliver better outcomes more efficiently.*

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

*Any data collection, or performance measures, would developed/monitored on a case-by-case basis depending on the particular body of work the PMO happens to be supporting.*

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

*Any data collection, or performance measures, would developed/monitored on a case-by-case basis depending on the particular body of work the PMO happens to be supporting.*

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

*The City PMO is an internal service organization that supports all City Divisions/Departments in their pursuit to deliver on their respective strategic objectives, strategic plans, etc.*

ORDINANCE NO C36344

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Office of Performance Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Office of Performance Management Fund, and the budget annexed thereto with reference to the Office of Performance Management Fund, the following changes be made:

- 1) Decrease the appropriation for a Senior Project Manager position by \$31,000.
- 2) Decrease the appropriation for a Continuous Improvement Analyst position by \$31,000.
- 3) Increase the appropriation for contractual services by \$62,000.
- (A) There is no change to the overall appropriation level in the Office of Performance Management Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need for contractual support to meet project and service delivery commitments, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	RES 2022-0105
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	STREETS
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	1100 - CEDAR ROAD SPEED REDUCTION

**Agenda Wording**

A proposed resolution reducing the speed limit on Cedar Road, from 45 mile per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits.

**Summary (Background)**

The adjacent land use has changed from vacant farm land to residential single family. The new land use at this location becomes predominately residential and more consistent with this reduced speed limit. The traffic revisions at that location were designed for a 35 mph speed limit. The Street Department will prepare, install, and amend the signing as required. The Street Department will also provide ongoing maintenance on the signs after installation.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	HARRIS, CLINT E.	<b>Study Session\Other</b>	PIES 11/28/2022
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	Kinnear and Stratton
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	ceharris@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	jwthomas@spokanecity.org	
<b>Additional Approvals</b>		gokihara@spokanecity.org	
<b>Purchasing</b>		meveland@spokanecity.org	
		jklapp@spokanecity.org	

## Committee Agenda Sheet [PIES]

<b>Submitting Department</b>	Streets
<b>Contact Name &amp; Phone</b>	Clint Harris – 509-625-7744
<b>Contact Email</b>	ceharris@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	Consent X      Discussion      Time Requested: _____
<b>Agenda Item Name</b>	Cedar Road Speed Reduction
<b>Summary (Background)</b>	<p>A proposed resolution reducing the speed limit on Cedar Road, from 45 mile per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits.</p> <ul style="list-style-type: none"> <li>• <i>The adjacent land use has changed from vacant farm land to residential single family</i></li> <li>• <i>The new land use at this location becomes predominately residential and more consistent with this reduced speed limit</i></li> <li>• <i>The traffic revisions at that location were designed for the 35 mph Speed Limit</i></li> <li>• <i>Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new speed limit shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation</i></li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Approval of Ordinance, PIES 9/26/22
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget?    Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time    Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time    Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	



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

N/A

**RESOLUTION NO. 2022-0105**

A resolution reducing the speed limit on Cedar Road, from 45 miles per hour (mph) to 35 miles per hour (mph) from the Cheney-Spokane Road intersection to the south city limits.

**WHEREAS**, the City of Council of Spokane, pursuant to RCW 35.22.280 (7), RCW 46.61.400, and RCW 41.61.415, has the authority to regulate and control the use of streets and to establish speed limits; and

**WHEREAS**, the existing speed limit on Cedar Road is forty five (45) miles per hour; and

**WHEREAS**, the adjacent land use has changed from vacant farm land to residential single family; and

**WHEREAS**, the new land use at this location becomes predominately residential and more consistent with this reduced speed limit;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Spokane:

That the speed limit on Cedar Road between the intersection with Cheney-Spokane Road and the south city limits be reduced from 45 mph to 35 mph.

**BE IT FURTHER RESOLVED** that the City of Spokane, Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new speed limit shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation

**ADOPTED** by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

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Mayor

---

Date

---

Effect



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

12/12/2022

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	RES 2022-0106
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT
<b>Contact Name/Phone</b>	RAYLENE GENNETT 625-7901
<b>Contact E-Mail</b>	RGENNETT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	4320 - PUBLIC RULE UPDATE FOR INDUSTRIAL PRETREATMENT LAB ANALYSIS FE

**Agenda Wording**

Resolution for Council approval to update Pretreatment fees in Appendix A and Section 7 of the Public Rule to reflect current costs associated with the administration of the Industrial Pretreatment Program and updated billing procedures.

**Summary (Background)**

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2023. The new fees are higher than previous fees and in line with the costs and expenses incurred by the City.

Lease? NO Grant related? NO Public Works? NO

<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GENNETT, RAYLENE	<b>Study Session\Other</b>	PIES 11/28/22
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Kinnear, CM Bingle
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH	hbarnhart@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	kkeck@spokanecity.org	
<b>Additional Approvals</b>		mhughes@spokanecity.org	
<b>Purchasing</b>		Tax & Licenses	
		atagnani@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment, and Sustainability

<b>Submitting Department</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Contact Name &amp; Phone</b>	Raylene Gennett (509) 625-7901
<b>Contact Email</b>	<a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear, CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion             Time Requested: _____
<b>Agenda Item Name</b>	Public Rule – Industrial Pretreatment Program Fees
<b>Summary (Background)</b>	The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2023.
<b>Proposed Council Action &amp; Date:</b>	Approve Resolution to Adopt Public Rule to establish and update Pretreatment fees – December 12, 2022
<b>Fiscal Impact:</b> Total Cost: The new fees are higher than previous fees and in line with the costs and expenses incurred by the City  Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) Recop operation costs.	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. Funding will support customers with lower incomes and those who suffered hardship during the COVID-19 pandemic, based on criteria provided by the State Department of Commerce.

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

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with efforts to provide COVID emergency support for Spokane Citizens and Utility Customers.

**RESOLUTION**

A resolution regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

WHEREAS, the City of Spokane Wastewater Management Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC Section 1251 et seq. and in compliance with NPDES Permit Number WA-002447-3; and

WHEREAS, the City adopted Public Rule and Procedure #4310-20-01 on November 9, 2020 which sets forth the RPWRF & Industrial Pretreatment Program & Lab Analysis Fees, effective December 7, 2020; and

WHEREAS, since adoption, the fees contained in Appendix A are in need of update to reflect current costs associated with the administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation; and

WHEREAS, section 7 of the Public Rule has been updated to reflect current billing procedures; and

WHEREAS, the Appendix “A” to the Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees Public Rule should be updated and attached hereto in its entirety as Attachment “A” hereto.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that the City Council hereby approves and supports the RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES and Appendix A, as contained in Attachment “A” hereto, with an effective date of January 1, 2023.

ADOPTED by City Council this \_\_\_\_ day of November 2023.

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____  LGL 2020-_____
<b>TITLE: RPWRF &amp; INDUSTRIAL PRETREATMENT PROGRAM &amp; LAB ANALYSIS FEES.</b>	
EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

## 1.0 GENERAL

The City of Spokane Wastewater Management Department's Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analysis.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

## 1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

## 2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

## 3.0 REFERENCES



Spokane Municipal Code (SMC) Chapter 13.03A  
Spokane Municipal Code (SMC) Chapter 13.03  
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977  
– 33 USC section 1251 et seq.  
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403  
Chapter 90.48 RCW  
Chapter 173-216 WAC  
EPA Region 10 Model Ordinance for Pretreatment Programs  
Enforcement Response Plan located at RPWRF  
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

#### 4.0 DEFINITIONS

See SMC 13.03A.  
See SMC 13.03.

#### 5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

#### 6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation

##### 6.3 Fees and Charges:

6. 3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.

6. 3.2 Administrative appeal: Two hundred fifty dollars (\$250).

6. 3.3 Publication of significant non-compliance notice: Costs as billed

6. 3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.

6. 3.5 Processing fee for NSF checks: As set by City Treasurer.

6. 3.6 Administrative penalty: Five hundred dollars (\$500).

6. 3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant and Minor Industrial Users will be invoiced on their monthly utility bill. The Accounting Department will invoice Industrial Users for fines assessed. Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

8.0 APPENDICES

- 8.1 Appendix A – RPWRF Pretreatment Fees
- 8.2 Appendix B – RPWRF Lab Analysis Fees

APPROVED BY:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

APPENDIX A

RPWRF - PRETREATMENT FEES

<b>Pretreatment Fee</b>	<b>Dollar Amount</b>
SIU Permit Issuance	9,871 / 5 years
SIU Permit Renewal	6,584 / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	4,820
Other Inspection	Chemist - time basis
SIU Sampling	971
Other Sampling	Lab Tech - time basis
IDA Issuance	602
IDA Renewal	307-329
IDA Inspection	329
NSCIU Inspection	329
Violation Publication Fee	As charged by publisher
Other Violation Fees	Based on Fine Structure in the Pretreatment Enforcement Response Plan
Other Damage or Interference	Time and materials basis

APPENDIX B

RPWRF - LAB ANALYSIS FEES

<b>Laboratory Analysis Fee</b>	<b>Dollar Amount</b>
EPA Method 420.4 - Phenol	as charged by analyzing laboratory
EPA Method 245.1 - Mercury	as charged by analyzing laboratory
EPA Method 300.0 - Chloride	as charged by analyzing laboratory
EPA Method 335.4 - Cyanide	as charged by analyzing laboratory
EPA Method 608 Priority Pollutant Pesticides/PCBs	as charged by analyzing laboratory
EPA Method 624 - Regulated Priority Pollutant List + Unregulated (A/A/2CEVE)	as charged by analyzing laboratory
EPA Method 624 - BTEX	as charged by analyzing laboratory
EPA Method 625 - Regulated Priority Pollutant Semi Volatiles	as charged by analyzing laboratory
EPA Method 200.7 - Local Limit Metals (10 metals, without Hg)	as charged by analyzing laboratory
EPA Method 1666 - Volatile Organics	as charged by analyzing laboratory
EPA Method 524 - Volatile Organics	as charged by analyzing laboratory
EPA Method 1688 TKN	as charged by analyzing laboratory
EPA Method 1668 C - PCBs	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Digestion)	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Per metal)	as charged by analyzing laboratory
EPA Method 1631E - Low Level Mercury	as charged by analyzing laboratory
Hardness	as charged by analyzing laboratory

EPA Method 1632 Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B Oil & Grease (HEM & SGT-HEM)	57
Standard Methods 4500 P Phosphorus, Total	11
Standard Methods 2540D - Total Suspended Solids (TSS)	19
Standard Methods 4500 - pH	32
Standard Methods 5210 - Biochemical Oxygen Demand (BOD5)	46
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	18
EPA Method 200.7 - Metals, Total (by ICP) - per metal	12



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	RES 2022-0107
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	COLIN QUINN- X6804	<b>Project #</b>	
<b>Contact E-Mail</b>	CQUINNHURST@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - VISION ZERO RESOLUTION		

**Agenda Wording**

A resolution committing to achieving zero traffic deaths and serious injuries on City of Spokane streets within a set timeframe based on the federal Safe Systems approach and the Local Road Safety Action Plan.

**Summary (Background)**

Vision Zero is an established concept for improving traffic safety for all road users, including people walking, biking, using transit and driving. Vision Zero commits to achieving zero traffic fatalities and severe injuries on City streets following the federal Safe Systems approach. Vision Zero programs prioritize safe and equitable mobility for all as foremost transportation planning and street design criteria.

Lease? NO	Grant related? YES	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GARDNER, SPENCER	<b>Study Session\Other</b>	UE 7/11/22 & 11/14/22
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CM Zappone & CP Beggs
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	inote@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	kpicano@spokanecity.org	
<b>Additional Approvals</b>		cquinnhurst@spokanecity.org	
<b>Purchasing</b>		tkimbrell@spokanecity.org	
<b>ACCOUNTING -</b>	WALLACE, TONYA	mdavis@spokanecity.org	
		mfeist@spokanecity.org	
		sgardner@spokanecity.org	



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

### **Summary (Background)**

Adopting a Vision Zero commitment is a requirement of state and federal transportation grant programs and ensures Spokane's continued competitiveness in these programs to enable transportation improvements on City streets.

### **Fiscal Impact**

Select     \$

Select     \$

### **Budget Account**

#

#

### **Distribution List**

smacdonald@spokanecity.org

rbenzie@spokanecity.org

tblack@spokanecity.org

**RESOLUTION NO. 2022-0107**

**IN SUPPORT OF A GOAL TO ELIMINATE FATALITIES AND SEVERE INJURIES ON CITY STREETS**

A resolution committing to a goal to achieve zero traffic fatalities and severe injuries among all road users (including people walking, biking, using transit, and driving).

**WHEREAS**, the City of Spokane's Comprehensive Plan (2019), Spokane Downtown Plan (2021), Bicycle Plan (2017) and Pedestrian Plan (2015) all seek to reduce serious or fatal pedestrian and bicycle injuries; and

**WHEREAS**, as stated in Spokane City Bicycle Master Plan Policy BMP 2: Complete and maintain connected bikeways that provide safe transportation for Spokane cyclists throughout the City, BMP 4: Enhance the safety of people riding bicycles through detailed crash analysis, BMP 5: Develop a collaborative program between a variety of city departments and agencies and outside organizations to implement the Bike Master Plan through capital project delivery as well as community planning processes; and

**WHEREAS**, Vision Zero is a holistic strategy aimed at eliminating all traffic fatalities and severe injuries suffered by all road users in Spokane while increasing safe, healthy, and equitable mobility for all;

**WHEREAS**, similar efforts are founded on a Safe Systems approach that recognizes humans will make mistakes and roadway systems and policies should be designed to protect them; and

**NOW THEREFORE, BE IT RESOLVED** that the Spokane City Council adopts a goal to eliminate traffic deaths and severe injuries within the set timeframe of 2042, and adopts the analysis provided by the City's Local Road Safety Risk-Based Analysis as the City's Safety Action Plan.

**Adopted by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

\_\_\_\_\_  
**City Clerk**

**Approved as to form:**

\_\_\_\_\_  
**Assistant City Attorney**



## Committee Agenda Sheet

### URBAN EXPERIENCE

<b>Submitting Department</b>	Planning Services; Integrated Capital Management
<b>Contact Name &amp; Phone</b>	Colin Quinn-Hurst 625-6804; Inga Note 625-6331
<b>Contact Email</b>	<a href="mailto:cquinnhurst@spokanecity.org">cquinnhurst@spokanecity.org</a> ; <a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Council President Beggs; Council Member Zappone
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Vision Zero Resolution
<b>Summary (Background)</b>	Vision Zero is an established concept for improving traffic safety for all road users (including people walking, biking, using transit and driving) and committing to a target of achieving zero traffic fatalities and severe injuries on City streets. Vision Zero is a global movement to eliminate deaths and serious injuries through a multi-pronged approach centered on a Safe Systems approach focusing on designing streets with safety as a foremost design criteria. Adoption of a Vision Zero commitment within a set timeframe is increasingly a requirement of state and federal transportation grant programs, and committing to this target ensures Spokane's continued competitiveness in these programs to support transportation improvements on City streets.
<b>Proposed Council Action &amp; Date:</b>	Resolution Adoption Monday December 4, 2022
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Adopting the Vision Zero approach to traffic safety supports safe mobility in historically excluded communities. The Vision Zero approach prioritizes equitable mobility for all as a central tenet of eliminating traffic deaths and serious injuries, which occur disproportionately in historically disadvantaged communities.	

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

Data will be collected, analyzed, and reported concerning the effect of the Vision Zero approaches in tandem with the City's Local Road Safety Risk-Based Analysis. The resolution adopts the Local Road Safety Risk-Based Analysis as the City's Safety Action Plan toward achieving Vision Zero. This analysis and associated action plan is updated every two years, at minimum, in tandem with the Washington State Department of Transportation's City Safety Program, which administers federal Highway Safety Improvement Program (HSIP) funding to local jurisdictions. In addition, the US Department of Transportation's Safe Streets and Roads for All (SS4A) grant program likewise requires updating a safety action plan as a component of the application process, with the next funding opportunity through this program expected in 2023. Data will be collected, updated and analyzed in preparation for both the City Safety program and the Safe Streets and Roads for All program.

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

Data will be collected regarding the effectiveness of the Vision Zero approach to ensure it is the right solution as part of regular and ongoing updates of the City's Local Road Safety Risk-Based Analysis, as described above.

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

This proposal aligns with current City Policies including the Comprehensive Plan and Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, and Council Resolutions, all of which call for improving the safety of City streets and reducing or eliminating traffic deaths and serious injuries. This approach aligns with Comprehensive Goal TR Goal F: Enhance Public Health & Safety which states that "Spokane will seek to improve safety through the use of supporting federal and state programs, documents, and policies such as: FHWA Towards Zero Deaths (TZD), the FHWA Highway Safety Improvement Program (HSIP), and Washington State Department of Transportation's (WSDOT) Target Zero: Strategic Highway Safety Plan." As an appendix of the Comprehensive Plan, the Spokane City Bicycle Master Plan aligns with this approach via Policy BMP 2: Complete and maintain connected bikeways that provide safe transportation for Spokane cyclists throughout the City, BMP 4: Enhance the safety of people riding bicycles through detailed crash analysis, and BMP 5: Develop a collaborative program between a variety of city departments and outside organizations to implement the Bicycle Master plan through capital project delivery as well as community planning processes.

This approach also aligns with SMC 16A.84.020 Pedestrian Safety Top Transportation Priority; Purpose and Intent, which recognizes pedestrian safety and service as the City's highest transportation priority and supports Washington State's Target Zero goal of reducing all traffic fatalities and serious injuries to zero.

Under Strategy 5. Improve transportation safety, the Sustainability Action Plan recommends adoption of a Vision Zero framework to reduce fatalities and severe injuries and joining the national Vision Zero network.

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

12/05/2022

<b>Date Rec'd</b>	11/22/2022
<b>Clerk's File #</b>	ORD C35237
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DSC, CODE ENFORCEMENT & PARKING SERVICES
<b>Contact Name/Phone</b>	ELDON BROWN X6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	4700 – STREET VACATION OF THE ALLEY BETWEEN PACIFIC AVE AND 2ND AVE, FROM S

**Agenda Wording**

Street Vacation of the alley between Pacific Ave and 2nd Ave, from Scott St. to Sprague Way

**Summary (Background)**

At its legislative session held on February 12, 2015 the City Council approved this right-of-way vacation subject to conditions. Since that time all conditions have been met. DSC-Engineering wishes to modify the easement language in the Ordinance before finalizing to further specify easement conditions.

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	PALMQUIST, TAMI	<b>Study Session\Other</b>	Urban Experience Committee – 11/14/22
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CM Bingle CM Cathcart
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	smacdonald@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	edjohnson@spokanecity.org	
<b>Additional Approvals</b>		ebrown@spokanecity.org	
<b>Purchasing</b>		tpalmquist@spokanecity.org	
		kkuchlenz@spokanecity.org	

## **AGENDA ITEM PROCESSING SHEET**

**PLEASE FILL IN AS MUCH INFORMATION AS POSSIBLE – IF YOU NEED ASSISTANCE PLEASE CONTACT THE ADMIN GROUP**

City Council Meeting Date: December 5, 2022

Submitting Dept: DSC - Development Services Center      Other:

Name of Staff Member Presenting to Council: Eldon Brown    x6305

Agenda Type: New First Reading of Ordinance C-35237

Agenda Item Name: 4700 – Street Vacation of the alley between Pacific Ave and 2<sup>nd</sup> Ave, from Scott St. to Sprague Way

Agenda Wording (250 Character Max): Street Vacation of the alley between Pacific Ave and 2<sup>nd</sup> Ave, from Scott St. to Sprague Way

Summary Background (500 Character Limit): At its legislative session held on February 12, 2015 the City Council approved this right-of-way vacation subject to conditions. Since that time all conditions have been met. DSC-Engineering wishes to modify the easement language in the Ordinance before finalizing to further specify easement conditions.

Grant Related? Yes  No

Public Works Related? Yes  No

Fiscal Impact: Neutral

If Revenue or Expense:

**\*\*** If the item is an expense, please complete & include an Expenditure Control Form with the other documents.

Council Notifications: Urban Experience Committee – 11/14/22

**\*\*** City Council Sponsor: Jonathan Bingle

Any Additional Approvals Required:

Distribution List: I add the Submitter, Department Head, and Division Head to all agenda submittals.

edjohnson@spokanecity.org, ebrown@spokanecity.org, tpalmquist@spokanecity.org

**PLEASE PROVIDE DOCUMENTS (ELECTRONIC IF AVAILABLE) THAT NEED TO BE  
SUBMITTED WITH THE AGENDA ITEM**

City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35237

An ordinance vacating the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way.

WHEREAS, a petition for the vacation of the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way is hereby vacated. NE1/4 S20 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista, Comcast, **CenturyLink**, **Lumen**, and the City of Spokane to protect existing and future utilities. This shall be a non-buildable easement. **There is an existing movable playground structure in this area that is allowed however no other changes will be permitted in the easement without permission from the City Engineer.**

~~Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.~~

~~Section 4. Adequate emergency vehicle access shall be maintained to existing and future buildings.~~

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

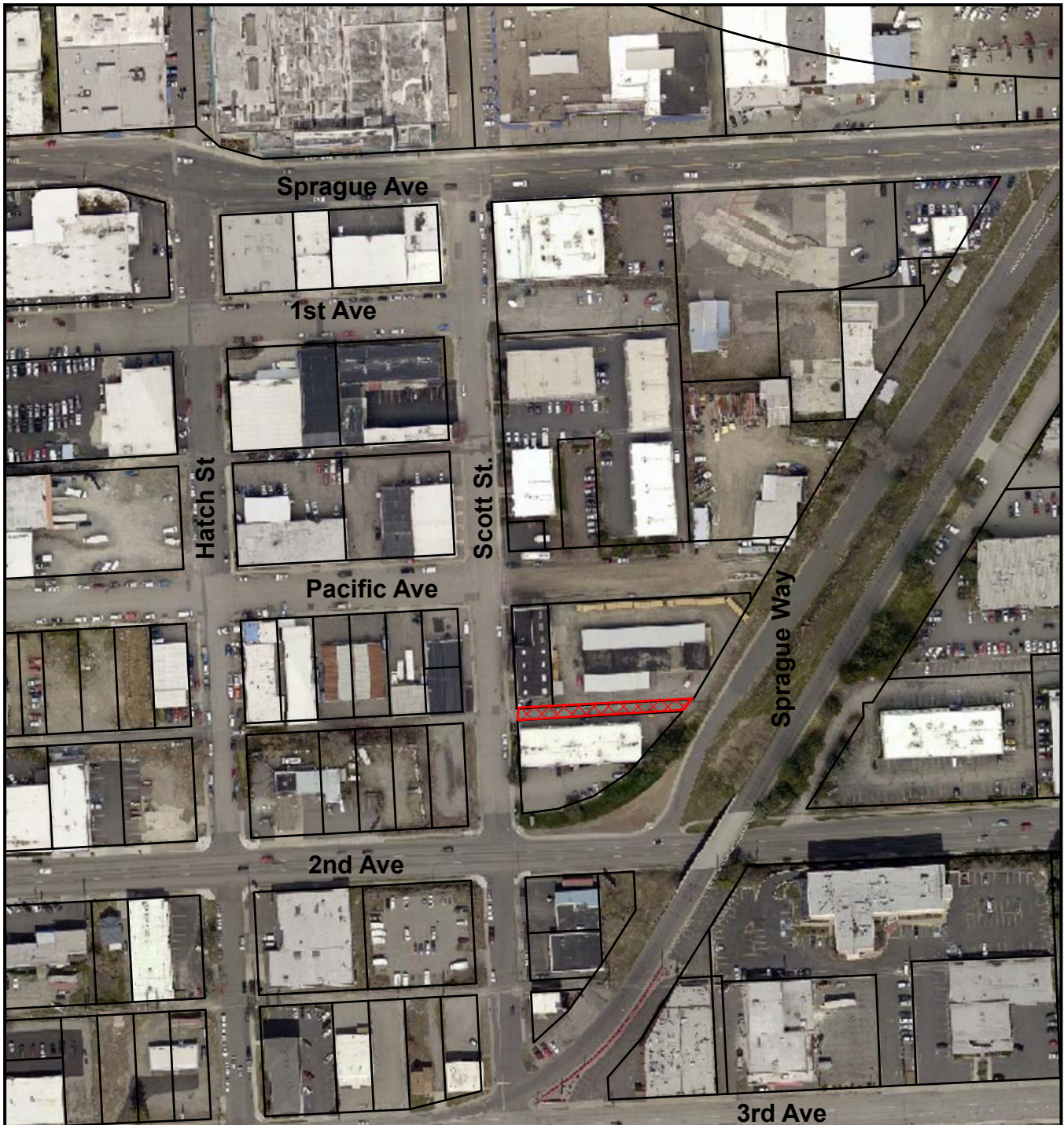
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

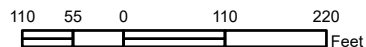




**Right of Way Description:**  
 The alley between Pacific Avenue and  
 2nd Avenue from Scott Street to  
 Sprague Way as requested by SAMCA, LLC

COSGIS

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc. Not suitable for design purposes.



AREA

**COSGIS**  
 City of Spokane GIS





**Agenda Sheet for City Council Meeting of:**  
11/07/2022

<b>Date Rec'd</b>	10/25/2022
<b>Clerk's File #</b>	ORD C36308
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY ATTORNEY	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	TIMOTHY 6218	<b>Project #</b>	
<b>Contact E-Mail</b>	TSZAMBELAN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	FRANCHISE AGREEMENT WITH INTERMOUNTAIN INFRASTRUCTURE GROUP		

**Agenda Wording**

Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Intermountain Infrastructure Group LLC., subject to certain conditions and duties.

**Summary (Background)**

Intermountain Infrastructure Group (IIG) is a Delaware limited liability corporation, and its corporate offices are located in Burlingame California. IIG is seeking a franchise agreement to operate /install fiber in City's right of way. The franchise agreement is for a ten (10) year term. Intermountain Infrastructure Group is registered with the Washington Utilities and Transportation Commission to operate as a telecommunications company.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

**Approvals**

<b>Dept Head</b>	PICCOLO, MIKE
<b>Division Director</b>	
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	SZAMBELAN, TIMOTHY
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	PIES 9/26/2022
<b>Council Sponsor</b>	CP Beggs / CM Kinnear

**Distribution List**

msloon@spokanecity.org
mfeist@spokanecity.org

**Additional Approvals**

**Purchasing**




## Continuation of Wording, Summary, Budget, and Distribution

### Agenda Wording

### Summary (Background)

### **Fiscal Impact**

\$

\$

### **Budget Account**

#

#

### **Distribution List**


INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.  
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-36308

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Intermountain Infrastructure Group LLC., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures, and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the roadbed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure, or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances, or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

## Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Intermountain Infrastructure Group LLC, as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 533 Airport Blvd Suite 400. Burlingame, CA 94010. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Intermountain Infrastructure Group LLC.  
533 Airport Blvd. Ste. 400  
Burlingame, CA 94010  
legal@intermountainig.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Jeff Yount: (303) 810-4006; email: [jeff.yount@intermountainig.com](mailto:jeff.yount@intermountainig.com).

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Attention: City Clerk's Office

With a copy to:  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the

City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

#### Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

#### Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of

permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction, and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantee's facility is already occupied by City utilities the grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the

conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exist in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;
2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.



4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The Grantor has the right to charge the Grantee site specific charges for placement of new facilities in the right of way and for the placement of wireless facilities or structures owned by the Grantor pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort

to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major

maintenance or restoration construction activities of overhead facilities under this Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale, or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting

this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

### Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

### Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics, and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the

right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third-party users, assigns, successors, or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED by the City Council \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk



INTERMOUNTAIN INFRASTRUCTURE GROUP LLC.

**Page 15 of 16**

Approved as to form:

---

Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. \_\_\_\_\_, effective \_\_\_\_\_, 2022.

I, \_\_\_\_\_, am the \_\_\_\_\_ of Intermountain Infrastructure Group LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Intermountain Infrastructure Group LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

Witness: \_\_\_\_\_



**Agenda Sheet for City Council Meeting of:**  
12/05/2022

<b>Date Rec'd</b>	11/18/2022
<b>Clerk's File #</b>	ORD C36340
<b>Renews #</b>	

<b>Submitting Dept</b>	COMMUNITY AND ECONOMIC	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	STEVE 625-6835	<b>Project #</b>	
<b>Contact E-Mail</b>	SMACDONALD@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0750 - ORDINANCE TO COMBINE CODE ENFORCEMENT & PARKING SERVICES		

**Agenda Wording**  
ORDINANCE TO REMOVE CODE ENFORCEMENT FROM THE DSC & CODE ENFORCEMENT DEPT AND COMBINE IT WITH THE PARKING SERVICES DEPT TO CREATE A NEW CODE ENFORCEMENT & PARKING SERVICES DEPT.

**Summary (Background)**  
CITY COUNCIL REMOVED PARKING FROM THE DSC, CODE ENFORCEMENT & PARKING SERVICES DEPT AND CREATED A STAND ALONE PARKING SERVICES DEPT DECEMBER 13, 2021. THERE WAS NO PROVISION OR BUDGET PUT FORTH TO FUND A DIRECTOR OF THAT DEPT AT THAT TIME. WE ARE PUTTING FORTH AN ORDINANCE TO REMOVE CODE ENFORCEMENT FROM THE DSC & CODE ENFORCEMENT DEPT AND COMBINE IT WITH PARKING SERVICES TO CREATE A NEW CODE ENFORCEMENT & PARKING SERVICES DEPT, BOTH OF WHICH HAVE ENFORCEMENT DUTIES.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MACDONALD, STEVEN	<b>Study Session\Other</b>	FINANCE & ADMIN
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CP BEGGS & CM
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	smacdonald@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	sbishop@spokanecity.org	
<b>Additional Approvals</b>		lgarcia@spokanecity.org	
<b>Purchasing</b>		tpalmquist@spokanecity.org	
		korlob@spokanecity.org	
		mpiccolo@spokanecity.org	
		jray@spokanecity.org	



# Continuation of Wording, Summary, Budget, and Distribution

## **Agenda Wording**

## **Summary (Background)**

LUIS GARCIA WAS APPOINTED & CONFIRMED AS DIRECTOR OF THE CODE ENFORCEMENT & PARKING SERVICES DEPT IN SEPTEMBER 2022, CONDITIONED UPON THE SUBSEQUENT UPDATE OF THE JOB DESCRIPTION AND SALARY SURVEY RESULTING FROM THE CHANGE IN DEPARTMENT TITLE & RESPONSIBILITIES AND THE CREATION OF THE NEW DEPT AFTER COUNCIL APPROVAL IN DECEMBER, AT THE TIME OF BUDGET APPROVAL. BOTH REMAINING DEPARTMENTS (CODE ENFORCEMENT & PARKING SERVICES AND DEVELOPMENT SERVICES CENTER) WOULD REMAIN UNDER STEVE MACDONALD AND THE COMMUNITY & ECONOMIC DEVELOPMENT DIVISION.

## **Fiscal Impact**

Select     **\$**

Select     **\$**

## **Budget Account**

**#**

**#**

## **Distribution List**

jruffing@spokanecity.org

rcouch@spokanecity.org

jperkins@spokanecity.org

mayor@spokanecity.org

## Committee Agenda Sheet

### FINANCE & ADMINISTRATION

<b>Submitting Department</b>	Community & Economic Development Division
<b>Contact Name &amp; Phone</b>	Steve MacDonald – x6835
<b>Contact Email</b>	<a href="mailto:smacdonald@spokanecity.org">smacdonald@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Breean Beggs & CM Karen Stratton
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 minutes
<b>Agenda Item Name</b>	Ordinance to Combine Code Enforcement & Parking Services
<b>Summary (Background)</b>	<p>City Council removed Parking from the Development Services Center, Code Enforcement, &amp; Parking Department to create its own department (Parking Services) December 13, 2021 (ORD C36157). Luis Garcia was confirmed as Director of Parking Services in September 2022.</p> <p>This ordinance would remove Code Enforcement from the Development Services Center &amp; Code Enforcement Department and combine it with Parking Services to make a new Code Enforcement &amp; Parking Services Department, both of which are responsible for enforcement duties. Luis Garcia was confirmed as Director of Code Enforcement &amp; Parking Services, with 45 full-time employees, in September 2022, conditioned upon the subsequent update of the job description and salary survey resulting from the change in department title and responsibilities.</p> <p>Tami Palmquist would then be the Director of the Development Services Center, with 51 full-time employees, as confirmed in September 2022, also conditioned upon the subsequent update of the job description and salary survey resulting from the change in department title and responsibilities.</p> <p>Both departments, Code Enforcement &amp; Parking Services and the Development Services Center would remain under Steve MacDonald and the Community &amp; Economic Development Division.</p>
<b>Proposed Council Action &amp; Date:</b>	None (Informational for Council at F&A) – November 21, 2022 Approval at Final Reading Ordinance – December 12, 2022
<b>Fiscal Impact:</b>	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
N/A	

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

N/A

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

N/A

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

N/A

## ORDINANCE C- 36340

An ordinance relating to the executive and administrative organization of the City; amending SMC sections 3.01A.253 and 3.01A.254.

The City of Spokane does ordain:

Section 1. That SMC section 3.01A.253 is amended to read as follows:

### **3.01A.253 Development Services Center ~~((and Code Enforcement))~~**

A. The development services center ~~((and code enforcement))~~ department performs the following functions:

1. Reviews and approves plans, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. ~~((It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements.~~
2. ~~Coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws, and has authority to issue civil infractions to enforce public health and safety laws under the municipal code.)~~

B. The building official is appointed by the mayor.

Section 2. That SMC section 3.01A.254 is amended to read as follows:

### **3.01A.254 Code Enforcement and Parking Services**

The code enforcement and parking services department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. Code enforcement activities include coordinating the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws. The department has authority to issue civil infractions to enforce public health and safety laws under the municipal code and coordinates the operation of parking services provided by the city including parking enforcement.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

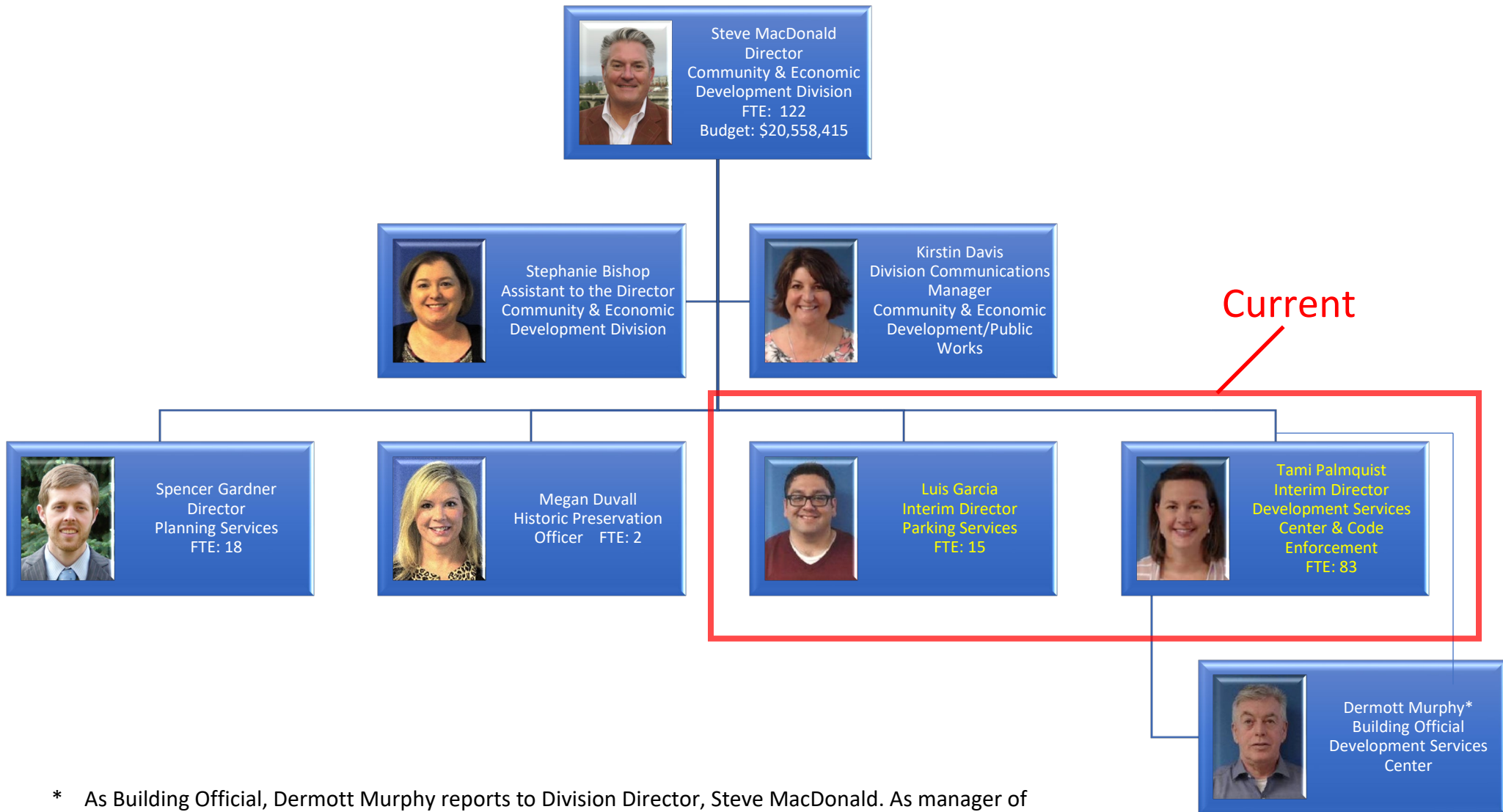
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

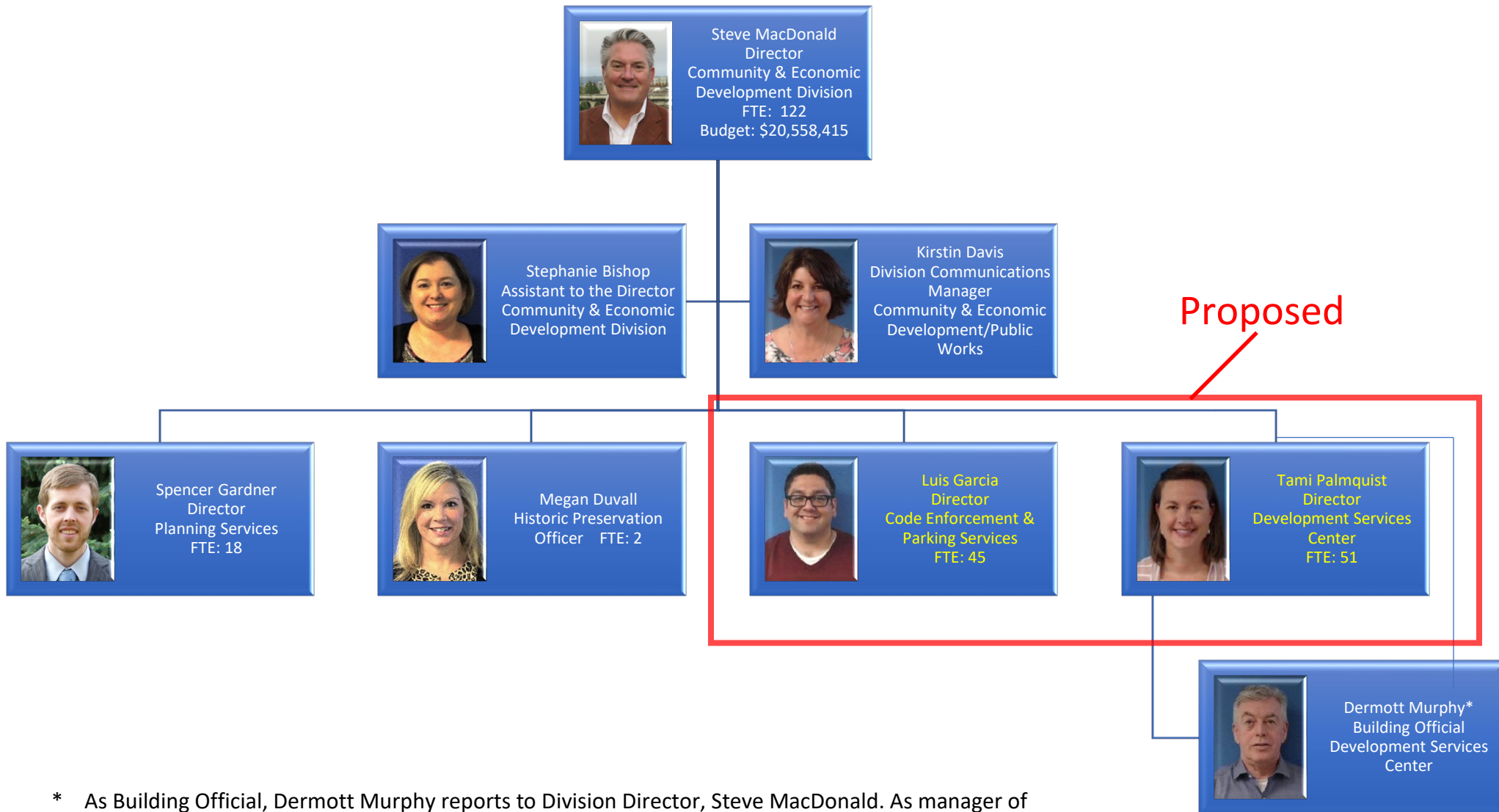


# COMMUNITY AND ECONOMIC DEVELOPMENT DIVISION



\* As Building Official, Dermott Murphy reports to Division Director, Steve MacDonald. As manager of Building Services, Dermott Murphy reports to Development Services Center Director, Tami Palmquist.

# COMMUNITY AND ECONOMIC DEVELOPMENT DIVISION



Proposed

\* As Building Official, Dermott Murphy reports to Division Director, Steve MacDonald. As manager of Building Services, Dermott Murphy reports to Development Services Center Director, Tami Palmquist.



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

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	ORD C36345
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE, TREASURY & ADMIN
<b>Contact Name/Phone</b>	JESSICA STRATTON 625-6369
<b>Contact E-Mail</b>	JSTRATTON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Final Reading Ordinance
<b>Agenda Item Name</b>	0410 - 2023 BUDGET ADOPTION

**Agenda Wording**  
Adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane for the year ending December 31, 2023, 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, 2022.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	WALLACE, TONYA	<b>Study Session\Other</b>	F&A Committee 11/21
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CP Beggs, CM Wilkerson
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	twallace@spokanecity.org	
<b>For the Mayor</b>	PERKINS, JOHNNIE	budget@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## ORDINANCE NO C36345

An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, 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, 2022; 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, 2022, 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 2023 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, 2023, as set forth in the document attached hereto and entitled, "2023 Adopted Budget, City of Spokane, Washington," hereinafter referred to as the 2023 Annual Budget, be and the same is, hereby fixed, determined, and adopted at the fund level; and that the amounts set forth in said budget are hereby appropriated for the use of the several funds as specified.

Section 3. Estimated resources for each separate fund of the City of Spokane, and aggregate expenditures for all such funds for the year 2023 are set forth in summary form below, and are hereby appropriated for expenditure at the fund level during the year 2023 as set forth in the 2023 Annual Budget.

<b>FUNDS</b>	<b>Total Estimated Revenues</b>	<b>Appropriated Beginning Fund Balances</b>	<b>Est. Revenues &amp; Approp. Fund Balance</b>	<b>Total Appropriations</b>
<b>General Fund</b>	<b>\$226,802,286</b>	<b>\$2,626,340</b>	<b>\$229,428,626</b>	<b>\$229,428,626</b>
<b>Special Revenue Funds</b>				
Street Maintenance	26,693,756	8,470,995	35,164,751	34,814,538
Code Enforcement	3,484,818	794,380	4,279,198	3,485,240
Library	12,367,348	5,360,210	17,727,558	12,487,480
Historic Preservation Incentive	8,650	7,718	16,368	10,000
Pension Contributions (LEOFF)	9,797,405	-	9,797,405	9,797,405
Miscellaneous Grants	16,000	-	16,000	16,000
Domestic Violence Prevention	500	5,700	6,200	500
Traffic Calming Measures	7,331,094	6,930,438	14,261,532	11,566,860
Urban Forestry Fund	20,000	37,926	57,926	20,000
Parks and Recreation	24,309,223	4,393,114	28,702,337	24,563,642
American Rescue Plan		11,474,655	11,474,655	11,474,655
Fire Miscellaneous Grants	140,695	-	140,695	140,695
Parking Meter Revenue Fund	6,365,900	(425,000)	5,940,900	5,938,912
Paths and Trails Reserve	135,500	425,997	561,497	561,497
Human Services Grants Fund	12,938,531	1,500,000	14,438,531	14,438,531
Continuum of Care	7,640,796	-	7,640,796	7,640,796
Forfeitures & Contributions (SPD)	395,868	710,611	1,106,479	631,591
Hotel/Motel Tax	4,518,803	635,000	5,153,803	4,534,452
Housing Sales Tax	6,000,000	3,000,000	9,000,000	7,000,000
REET 2nd Quarter Percent	6,000,000	15,413,590	21,413,590	20,517,770
REET 1st Quarter Percent	6,000,000	7,380,563	13,380,563	13,380,563
Public Safety & Judicial Grants	1,695,469	131,666	1,827,135	1,087,449
Public Safety Personnel Fund	6,710,280	6,064,327	12,774,607	7,763,978
Combined Communications Center (SFD Dispatch)	-	-	-	-
Communications Building M&O	286,692	452,725	739,417	319,860
Community Development Fund	15,000	30,000	45,000	45,000
CD/HS Operations	-	-	-	-
Community Development Block Grants	10,230,000	-	10,230,000	10,230,000
CDBG Revolving Loan Fund	2,000,000	500,000	2,500,000	2,500,000
Misc. Community Development Grants	19,000	192,907	211,907	211,907
Home Program	5,400,000	-	5,400,000	5,400,000
Home Revolving Loan Fund	385,000	700,000	1,085,000	1,085,000
Housing Assistance Program	2,500	175,000	177,500	177,500
Affordable & Supportive Housing Fund	400,000	850,000	1,250,000	1,250,000
Emergency Rental Assistance Grant	150,000	-	150,000	150,000

Housing Trust Grant Fund	1,600	210,000	211,600	211,600
Rental Rehabilitation Fund	51,150	360,000	411,150	411,150
Trial Court Improvement Fund	64,608	730	65,338	64,608
Criminal Justice Assistance (Detention)	7,078,000	4,869,621	11,947,621	8,104,300
Financial Partnership Fund	189,815	-	189,815	189,815
Channel Five Equipment Reserve	230,430	326,000	556,430	230,430
Park Cumulative Reserve	1,363,000	3,376,845	4,739,845	3,742,596
Fire/EMS	68,996,643	-	68,996,643	68,996,643
Defined Contribution Administration	75,000	-	75,000	68,800
VOYA Defined Contribution Administration	46,000	-	46,000	45,913
Transportation Benefit Fund	3,277,827	3,073,192	6,351,019	5,019,083
<b>Debt Service Funds</b>				
GO Bond Redemption	17,160,562	7,314,608	24,475,170	17,160,562
Special Assessment Debt	530,000	172,850	702,850	183,982
Special Assessment Guaranty	2,500	589,981	592,481	8,000
Iron Bridge TIF Debt Service	101,361	109,219	210,580	101,361
University District LRF Debt Service	275,000	759,899	1,034,899	224,225
<b>Capital Projects Funds</b>				
General Capital Improvements	-	123,044	123,044	40,000
Arterial Street	47,607,295	6,155,522	53,762,817	42,305,986
Capital Improvements 2015 Park	-	763,361	763,361	760,000
Capital Improvements 2018 Library	-	6,347,790	6,347,790	6,347,790
Capital Improvements 1995	-	40,778	40,778	40,778
Kendall Yards TIF	400,000	-	400,000	400,000
West Quadrant TIF	465,000	1,488,935	1,953,935	1,953,935
University District LRF	195,000	-	195,000	195,000
<b>Enterprise Funds</b>				
Water	53,217,064	35,588,465	88,805,529	76,918,665
Water/Wastewater Debt Service	13,548,028	-	13,548,028	13,548,028
Integrated Capital Management	93,821,036	10,000,000	103,821,036	103,819,867
Sewer	67,706,278	25,909,622	93,615,900	81,883,239
Solid Waste Fund	89,152,629	24,993,483	114,146,112	98,483,192
Golf	4,924,818	2,173,785	7,098,603	5,324,191
Development Services Center	9,407,000	7,254,935	16,661,935	9,454,806
<b>Internal Service Funds</b>				
Fleet Services	17,403,857	138,495	17,542,352	17,501,654
Fleet Services Equipment Replacement	2,802,447	14,853,329	17,655,776	2,627,000
Public Works and Utilities	6,289,180	-	6,289,180	6,042,955
Information Technology (IT)	14,269,832	3,068,347	17,338,179	14,269,895
IT Capital Replacement	1,411,397	905,266	2,316,663	1,396,354

Reprographics	762,584	139,789	902,373	725,871
Purchasing & Stores	1,323,645	-	1,323,645	1,316,495
Accounting Services	5,781,275	-	5,781,275	5,770,451
My Spokane	1,921,854	-	1,921,854	1,909,411
Office of Performance Management	1,644,489	85,976	1,730,465	1,644,487
Risk Management	7,165,000	252,103	7,417,103	7,242,641
Workers' Compensation	6,829,500	4,254,829	11,084,329	6,856,649
Unemployment Compensation	304,000	738,020	1,042,020	588,476
Employee Benefits	46,270,354	17,308,220	63,578,574	47,864,022
Facilities Management - Operations	5,357,185	2,398,203	7,755,388	6,838,673
Facilities Management - Capital	11,122,121	282,639	11,404,760	11,272,121
Police Capital	1,398,636	-	1,398,636	1,398,636
Fire Capital	1,398,636	-	1,398,636	1,398,636
Capital Facilities	5,038,881	500,000	5,538,881	5,538,881
<b>Trust and Agency Funds</b>				
Finch Memorial Arboretum	8,000	-	8,000	8,000
Employees' Retirement (SERS)	28,302,000	12,201,225	40,503,225	40,444,056
Firefighters' Pension	4,998,349	248,057	5,246,406	5,242,195
Building Code Records Mgmt	60,000	-	60,000	60,000
Municipal Court	1,500,100	-	1,500,100	1,500,100
Police Pension	3,579,556	-	3,579,556	3,579,037
<b>TOTAL FUNDS</b>	<b>\$1,045,091,636</b>	<b>\$277,216,025</b>	<b>\$1,322,307,662</b>	<b>\$1,181,945,690</b>

Section 4. That the foregoing appropriations are to be paid from the respective funds as specifically indicated in the 2023 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 5. 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:

\_\_\_\_\_  
City Attorney





**Agenda Sheet for City Council Meeting of:**  
12/05/2022

<b>Date Rec'd</b>	11/30/2022
<b>Clerk's File #</b>	ORD C36346
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	CM CATHCART X6257
<b>Contact E-Mail</b>	MCATHCART@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0320 - UNALLOCATED RESERVE BALANCE ORDINANCE

**Agenda Wording**

Establishing requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code.

**Summary (Background)**

This ordinance recognizes the need for the City to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ALLERS, HANNAHLEE	<b>Study Session\Other</b>	12/5 Public Safety
<b>Division Director</b>		<b>Council Sponsor</b>	CM Cathcart, CM Wilkerson
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		mcathcart@spokanecity.org	
<b>For the Mayor</b>		sblackwell@spokanecity.org	
<b>Additional Approvals</b>		sblackwell@spokanecity.org	
<b>Purchasing</b>			

## **ORDINANCE NO. C-36346**

An ordinance establishing requirements for unallocated reserve balances within the General Fund; enacting a new section within article 07.08.010 G of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Section 07.08.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.08.010 General Fund and Reserve Accounts – Establishment**

- A. There is established a “general fund” into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
  
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated shortfalls in general fund revenues. The revenue stabilization account and other dedicated reserve accounts listed in 07.08.010 shall be funded as follows.
  - 1. At the conclusion of each and every fiscal year, that year’s positive general fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:
    - a. Contingency reserve account;
    - b. Revenue stabilization account;
    - c. Strategic reserve account.
  - 2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year when approved by the city council.
  - 3. The targeted funding level for revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.

- a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's long-term general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
  - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:
    - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
    - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
    - iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.
  - c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
  - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
- 1. Annual allocations to the contingency reserve account shall be in accordance with SMC 07.08.010(B)(1).

2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year when approved by the city council.
3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's long-term general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
  - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
  - b. Unforeseen emergency threatening health and/or safety of the citizens; or
  - c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
  - d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.

D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.

1. Annual allocations to the strategic reserve account shall be in accordance with SMC 07.08.010(B)(1).
2. Additional funds may be added to the strategic reserve account during the year when approved by the city council.

3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
  4. Disbursements from the strategic reserve account may be made for the following purposes.
    - a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation, or
    - b. Any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
  5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.
- E. During such time that the revenue stabilization, contingency reserve and strategic reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.
- F. The transfers required by SMC 07.08.010(B)(1), (C)(1) and (D)(1) shall be accomplished as part of the year-end closing process.
- G. The City recognizes the need to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.
1. The city shall maintain a minimum General Fund Reserve balance of 25% of ongoing expenses in the General Fund. The General Fund minimum balance shall be defined as the dollar amount of unencumbered general fund balance.
  2. This fund threshold shall include the aforementioned revenue stabilization, contingency, and strategic reserve funds and subsequent mentioned tactical reserve balance.
  3. There is established within the general fund reserve balance a tactical unassigned reserve balance which shall consist of all general fund reserve balances that exceed the aforementioned contingency reserve, revenue stabilization, and strategic reserve balances to be utilized for tactical unexpected expenditures.
- H. During year-end financial closing for the City, if the City falls below the minimum threshold identified in 07.08.010 (G), the City must replenish the reserve fund

balance by no less than 2% the following fiscal year and will continue each fiscal year to return the fund balance back to the aforementioned 25% reserve.

1. 2% minimum replenishment shall be explicitly identified in the annual budget.
2. The replenishment of funds to the 25% target, must occur within five years, or less.
3. The replenishment fund schedule in 07.08.010 (H) (1) can be paused (and extended) during times where the City has seen a decrease in general fund sales tax revenue from prior year(s).

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Committee Agenda Sheet

### [Public Safety and Community Health]

<b>Submitting Department</b>	City Council
<b>Contact Name &amp; Phone</b>	Shae Blackwell x6224
<b>Contact Email</b>	sblackwell@spokanecity.org
<b>Council Sponsor(s)</b>	CM Cathcart, CM Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	Unallocated Reserve Balance Ordinance
<b>Summary (Background)</b>	Establishes requirements for unallocated reserve balances within the General Fund. This Ordinance recognizes the need for the City to maintain a healthy reserve fund balance to have adequate cash availability and to maintain exemplary financial ratings.
<b>Proposed Council Action &amp; Date:</b>	PSCHC – 12/5 First Reading 12/5 Council Action 12/12
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

While this Ordinance has no direct impact on historically excluded communities, the City's future financial position at any given time has everything to do with the creation and successful implementation of policies and programs that do positively affect the citizens of Spokane – including underserved and historically excluded community groups.

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

This ordinance will not generate data relating to effects on any of the protected classes above.

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

Maintaining a healthy reserve fund balance will result in the City having adequate cash availability and continued exemplary financial ratings. This information will be analyzed routinely.

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

This proposal is another facet in ensuring good stewardship of taxpayer funds.