

**Public Infrastructure, Environment, and Sustainability  
Committee Agenda for 1:15 p.m. Monday, May 24, 2021**

The Spokane City Council's Public Infrastructure, Environment, and Sustainability Committee meeting will be held at **1:15 p.m. May 24, 2021** streaming live online and airing on City Cable 5 at <https://my.spokanecity.org/citycable5/live/> or by calling 1-408-418-9388 and entering the access code #146 213 7305; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment, and Sustainability Committee meeting is regularly held every 4<sup>th</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

Notice is hereby given that, pursuant to Governor Jay Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting noted above or by calling 1-408-418-9388 and entering the access code #146 213 7305; meeting password 0320.

**AGENDA**

- I. **Call to order**
- II. **[Approval of minutes from April 26, 2021](#)**
- III. **Discussion items**
  - A. Council requests
    - 1. Consent items for discussion
    - 2. Legislative update (if needed)
    - 3. [Citizens Transportation Advisory Board ordinance update – Council President Beggs and Shauna Harshman \(10 minutes\)](#)
    - 4. [Retail water service area amendment – Eldon Brown and Elizabeth Schoedel \(20 minutes\)](#)
    - 5. [Waste to Energy resolution – Council President Beggs \(5 minutes\)](#)
  - B. Staff requests
    - 1. [Department of Justice Officer Wellness Programs grant – Council President Beggs \(2 minutes\)](#)
    - 2. [Special Budget Ordinance for Envision Center lease costs and lease extension – Dawn Karber/Tonya Wallace \(5 minutes\)](#)
    - 3. [Taylor Tertiary Treatment Facility resolution – Raylene Gennett \(5 minutes\)](#)
    - 4. [Interlocal agreement with Spokane County for PMWeb software sharing – Kyle Twohig \(5 minutes\)](#)
    - 5. [PMWeb continuation of professional services for Engineering and ICM – Kyle Twohig \(5 minutes\)](#)
    - 6. [Water service fees ordinance amendment – Elizabeth Schoedel/Steve Burns \(5 minutes\)](#)
    - 7. [Six-year street program/2022-2027 – Kevin Picanco \(20 minutes\)](#)
    - 8. [Extension of emergency supplemental water agreement to Airway Heights – Marlene Feist and Albert Tripp \(15 minutes\)](#)

9. Every other day “odd-even” watering resolution – Marlene Feist (5 minutes)
10. CDBG-CV Emergency Housing Assistance funding recommendation – George Dahl (5 minutes)
11. Electric charging station infrastructure master site agreement with Avista – Tonya Wallace and David Steele (5 minutes)

**IV. Strategic initiatives session – Council President Beggs and Marlene Feist**

**Priority strategy 1: Rapidly accelerating street pavement maintenance projects**

- No report this meeting.

**Priority strategy 2: Repurposing public property and assets to stimulate private investment**

- No report this meeting.

**Priority strategy 3: Sustainable city**

- No report this meeting.

**V. Consent items**

1. Dundee Concrete and Landscaping contract for bio filter media replacement (RPWRF)
2. Cummins contract for generator planned maintenance service (RPWRF)
3. Inland Environmental Resources contract to supply liquid magnesium hydroxide to Riverside Park Water Reclamation Facility (RPWRF)
4. Consolidated Supply value blanket for butterfly valves (Water and Hydroelectric Services)
5. Piping modifications construction contract for CSOs #6, #38 and #41 (Engineering)
6. DEECO Inc. contract renewal for air quality emission compliance testing at Waste to Energy (Solid Waste Disposal)
7. Intermountain Slurry Seal contract for Microseal overlay (Street)
8. Van Ness Feldman contract amendment (Water and Hydroelectric, and Legal)
9. Osborn Consulting Engineers contract for analysis and design for the stormwater separation (Integrated Capital Management)
10. HDR consultant contract for forecasting future water and sewer flows (Integrated Capital Management)
11. Wellesley-Maple intersection upgrade (Engineering)

**VI. Executive session**

Executive Session may be held or reconvened during any Public Infrastructure, Environment, and Sustainability Committee meeting.

**VII. Adjournment**

**Next Public Infrastructure, Environment, and Sustainability Committee meeting**

The next meeting will be held at the regular date and time of 1:15 p.m. June 28, 2021.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinholfson@spokanecity.org](mailto:msteinholfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Public Infrastructure, Environment, and Sustainability**  
**April 26, 2021**

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**Committee members present in person, phone or video**

Council President Breean Beggs, Committee Chair  
Council Member Michael Cathcart, Vice Committee Chair  
Council Member Kate Burke  
Council Member Lori Kinnear  
Council Member Candace Mumm  
Council Member Karen Stratton  
Council Member Betsy Wilkerson

Council President Beggs called the meeting to order at 1:15 p.m.

<https://vimeo.com/541858659>

**Review and approval of minutes**

Council President Beggs asked for a motion to approve the minutes of the March 22, 2021 meeting.

- **Action taken**
- Council Member Kinnear moved to approve the minutes of the March 22, 2021 meeting as presented; the motion was seconded by Council Member Mumm.

**Discussion items**

**A. Council Requests**

1. Spokane Regional Transportation Council interlocal agreement  
Mike Piccolo presented an overview of the Spokane Regional Transportation Council interlocal agreement. A working group, comprised of board members and their attorneys, was created to review the current agreement in light of changes to state law governing SRTC board membership. The Regional Transportation Planning Organization (RTPO) is required to provide an opportunity for voting membership to federally recognized tribes that hold reservation or trust land within the RTPO's area. The Spokane and Kalispel tribes each qualify for a voting director position. The amended agreement expands the total number of voting directors to include: 1) two tribal positions; 2) one additional position for Spokane Valley, due to its population increase over 100,000; 3) three additional positions for cities where populations have increased to qualify for a voting position; and 4) one position for a rail industry representative. This increase in representation will bring the board membership from 14 to 21 positions. For certain motions, a weighted voting procedure may be used. The group discussed the implications of the weighted voting procedure. This voting method may not be

used for adopting bylaws, budget approvals, or for hiring or discharging the executive director. The SRTC is expected to forward the amended ILA to all participating agencies for approval by the end of May. Once approved, the agreement will be brought before the tribal agencies for review and to negotiate any details. Deadline to finalize the amended ILA is Aug. 1.

## B. Staff Requests

### 1. Combined Sewer Overflow program and Next Level of Treatment (NLT) project at Riverside Park Water Reclamation Facility

Raylene Gennett presented background on the CSO program and the Next Level of Treatment, and reported on the impact the various water treatment measures have had on discharges into the river. Between 2018 and 2020, CSO overflows have been reduced by 41 events to 50% year over year. CSO volumes have decreased by 27 MG to 55% year over year. As of Dec. 31, 2020, 15 of 19 the CSO sites are meeting annual overflow frequency performance standards. Adjustments will be made to bring the remaining four sites into compliance this year. Last year had the lowest number of CSOs in count and volume since the city started tracking annual amounts in 2003. Raylene presented data regarding NLT and the membrane facility tertiary process. She announced a desire to bring a resolution before City Council to name the facility the Taylor Tertiary Membrane Facility in honor of Mike Taylor, city engineer instrumental in the facility's development who passed away in 2019.

### 2. Every other day watering resolution

Marlene Feist presented on overview of a resolution which encourages customers during the summer months to water on odd or even days, depending on their addresses. The measure would be part of the Waterwise education program centered on water stewardship. This strategic initiative is designed to promote water stewardship through strategies which address use patterns by different customers and customer groups. One strategy is to encourage the use of every other day watering of outdoor irrigation to promote lower water usage and healthy landscaping. In addition, the reduced water consumption will allow citizens to keep their water cost more affordable. The resolution calls for an education component including information videos and other educational outreach over the next several months. The Parks Division will also participate in the water stewardship program and an interdepartmental agreement is being developed to outline the steps they will be taking.

### 3. Fluoridation contract amendment, resolution and engineering study

Elizabeth Schoedel presented an overview of the fluoridation contract amendment with Arcora Foundation to allow the city to proceed with a comprehensive engineering study of up to \$600,000 using Arcora grant funds. Initially, the contract required the city to pay back any funds if it did not move forward with fluoridation. Arcora has agreed to allow the city to conduct a comprehensive study and not require repayment if the city doesn't proceed with the installation of such a system.



Additionally, the Mayor and City Council have agreed to have a fully public and transparent discussion to review the study's results and determine next steps. The ICM and Water departments will be drafting an RFQ for the study.

4. Every other week recycling status update

Dustin Bender provided an update on the every other week recycling pickup for residential customers which is scheduled to kickoff May 3. The change is designed to manage escalating costs for the recycling program without increasing customers' costs. There are 12,000 carts on order for those citizens requesting upsized carts. If customers discover they require a larger cart than their current one, they may call 3-1-1, and a 96-gallon cart will be provided at no additional cost.

5. Neighborhood cleanup program update

Marlene Feist and Carly Cortright presented an overview of the neighborhood cleanup program. Neighborhood Services and Solid Waste Collections departments created the cleanup program to remove solid waste from neighborhoods while creating community. The pandemic disrupted these operations, limiting what could be offered to the neighborhoods. The 2020 program was limited to dump passes that were distributed primarily through the mail with limited times for residents to use them. While cleanup options remain limited for 2021 due to the pandemic, ONS and Solid Waste have collaborated to create a program which addresses some of the most pressing concerns while preparing for a more normal program rollout in 2022. This year's cleanup program involves 16 neighborhood cleanups from September through mid-November. Additionally, roll-off events could be located in a central location for two smaller neighborhoods to accommodate more locations. ONS and Solid Waste have modified the disposal pass program to accommodate requests from the neighborhoods.

6. Spokane International Airport area water reservoir

Kyle Twohig presented an overview of a proposal to purchase property near the Spokane International Airport to support growth in the West Plains PDA. The city explored various sites including the SIA site and other nearby privately-owned sites. The SIA site was the least cost alternative which met the various engineering site requirements.

7. Chase Youth Commission contract

Carly Cortright presented an overview of a proposed contract amendment with Chase Youth Commission. Chase Youth provides an opportunity for youth to participate in government by advising and making recommendations to the city regarding policies and programs that improve quality of life for Spokane's children and youth. For the past few years, the city has provided funding in the amount of \$45,000 each year. In 2020, the city contracted with Chase Youth for a five-year period to reduce the number of contract renewals and/or amendments required. Unfortunately, the language in that contract still requires approval of the annual fund allocation. Approval of the contract amendment guarantees \$45,000 in funds

through 2024 and prevents the need to present to City Council for approval in 2022, 2023 and 2024.

Strategic Plan Session

A. Priority Strategy 1. Rapidly accelerating street pavement maintenance projects

- No report for this meeting.

B. Priority Strategy 2. Repurposing public property to stimulate private investment

- No report for this meeting.

C. Priority Strategy 3. Sustainable city

- No report for this meeting.

Consent items

1. Duncan Liberty Meter Service contract extension (Parking Services)
2. Hitachi Zosen Inova value blanket for purchase of feeder and grate parts at the Waste to Energy facility (Solid Waste Disposal)
3. Wilson and Company contract amendment/NSC – City utility relocations (Integrated Capital Management)
4. SA Premier Crack Sealant value blanket renewal (Street)
5. Specialty Asphalt value blanket contract for purchase of Nuvo Gap (Street)
6. Frank Gurney service contract for on-call guardrail repair (Street)
7. Cisco Wireless Access Point upgrade (IT)

Executive session

None.

Adjournment

The meeting adjourned at 2:21 p.m.

Prepared by:

Pamela Clarke

Approved by:

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Chair

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Ordinance modifying the functions and transportation improvements of the Transportation Benefit District
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	Shauna Harshman ( <a href="mailto:sharshman@spokanecity.org">sharshman@spokanecity.org</a> ) 828-0185
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<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)	The Transportation Benefit District (TBD), created by Ordinance C34648, codified in Chapter 8.16 of the Spokane Municipal Code.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Citizens Transportation Advisory Board will be formalized in SMC. The modifications to the functions and transportation improvements will eliminate the need for continual update of the Spokane Municipal Code as each six-year plan is updated.
<b>Background/History:</b> <p>The Transportation Benefit District (TBD), created in 2010, established a \$20 annual vehicle fee to help pay for the preservation and maintenance of the City's existing transportation improvements, facilities, and programs set forth in the Six-Year Pavement Maintenance Program of the City's Comprehensive Street Program. Spokane's TBD also allocates a small portion of revenue generated, a minimum of ten percent, to implement the pedestrian program of the City's comprehensive Street Program, the Pedestrian Master Plan.</p> <p>The Citizen's Transportation Advisory Board (CTAB) was created in 2010 by Ordinance C-34648 to review and make recommendations for projects under consideration for TBD funding. The CTAB has not been formalized in SMC, but has been governed by conflicting resolutions, which has caused confusion for CTAB members and Council Staff. This ordinance would create a new section of the SMC related to CTAB and help clarify membership, terms and duties and functions of the board.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Formalizing the CTAB in SMC will remedy conflicting resolutions governing CTAB membership.</li> <li>In addition, expanding the number of CTAB members will provide a greater diversity of perspectives on the board.</li> <li>Term limits for board members ensures a greater number of community voices are heard.</li> <li>Modifications to the transportation improvements to align SMC with updates to the Revised Code of Washington 36.73.</li> <li>Removing plan dates from the SMC is not only best practice but eliminates the need for annual updates to the SMC.</li> <li>Recommending a shift from time period to system outcome to determine when the TBD has accomplished its objective of residential street maintenance. Rather than referencing a specific six-year time horizon, the TBD would be dissolved when the City obtains and can</li> </ul>	

sustain an average system wide pavement index rating of 80, with no street receiving a rating of less than 25, within the City's residential street system.

- *Also included in the packet are the resolution setting a hearing and hearing notice.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: There is no expense associated with the ordinance

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: This ordinance will not require changes to current operations or policies.

Known challenges/barriers: None identified.

## ORDINANCE NO. C-\_\_\_\_\_

An ordinance modifying the functions and transportation improvements of the Transportation Benefit District and codifying the Citizens Transportation Advisory Board; adopting a new chapter 04.37; and amending sections 08.16.010, 08.16.040, 08.16.060 and 08.16.070 of the Spokane Municipal Code.

**WHEREAS**, \_\_\_\_\_; and

**WHEREAS**, \_\_\_\_\_.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 08.16.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 08.16.010 Purpose**

The purpose of this chapter is to establish a transportation benefit district pursuant to and consistent with RCW 35.21.225 and chapter 36.73 RCW, as the city council finds it is in the public interest to provide adequate levels of funding for the purposes of implementing and funding the transportation programs and improvements set forth in this chapter. The transportation programs and improvements shall include ongoing transportation improvements of the City as set forth in the most recently adopted versions of the following City of Spokane transportation plans: ~~((six-year pavement maintenance program of)) the(( 2018-2023)) Six-Year Comprehensive Street Program, the Six-Year Pavement Maintenance Program, and the Pedestrian Master Plan;~~ including the allocation of a minimum of ten percent of revenue generated pursuant to [chapter 08.16 SMC](#) to implement the pedestrian program of the City's ~~((2018-2023))~~ six-year comprehensive street program. The transportation programs and improvements set forth in this chapter shall continue ~~((for a six-year period (2018 through 2023))~~ as reflected in the annual adoption by the City Council of the City's six-year comprehensive street program, and six-year pavement maintenance program until such time as the City obtains an average system wide pavement condition index rating of 80, with no street rating below 25, within the City's residential street system.

~~((The transportation programs and improvements established in the 2012-2017 six-year comprehensive street program as set forth in ordinances nos. C-34648, C-34783 and C-34690 and approved for implementation by the TBD Governing Board during 2017 shall continue to be implemented through December 31, 2017)).~~

**Section 2.** That section 08.16.040 of the Spokane Municipal Code is amended to read as follows:

## **Section 08.16.040 Transportation Benefit District Governance**

- A. Pursuant to Chapter 36.74 RCW, the City of Spokane assumes the rights, powers, functions and obligations of the City of Spokane Transportation Benefit District (TBD). The City shall have the authority to exercise the statutory powers set forth in chapter 36.73 RCW. The City Council shall assume the rights, powers, functions and obligations of the TBD previously held by the TBD Governing Board.
- B. The City Council adopts by reference the following resolutions established by the TBD Governing Board
  - 1. TBD-RES ((2011-02)) 2011-0002 (adopted March 21, 2011) ((regarding)) adopting a material change policy pursuant to RCW 36.73.020(3) to address major plan changes that affect project delivery or the ability to finance the plan; and
  - 2. ((TBD-RES 2013-0001 regarding the establishment of the Citizens Transportation Advisory Board; and))
  - 3. TBD-RES 2011-0001 (adopted Feb. 14, 2011) ((regarding the establishment of)) establishing a twenty-dollar annual vehicle fee pursuant to RCW 36.73.065 and RCW 82.80.140.
- C. Consistent with RCW 36.73.020(4), the city treasurer shall be the *ex officio* treasurer of the TBD.

**Section 3.** That section 08.16.060 of the Spokane Municipal Code is amended to read as follows:

## **Section 08.16.060 Transportation Improvements Funded**

- A. The funds generated by the TBD may be used for any purpose allowed by law including to operate the TBD and to make transportation improvements that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW. The funds shall be used ((specifically)) for improvements to the ((for the operation, preservation, and maintenance of the City's existing transportation improvements,)) facilities, functions, activities, and programs set forth in the most recently adopted versions of the following City of Spokane transportation plans: Six-Year Comprehensive Street Program, Six-Year Pavement Maintenance Program ((element of the City's 2018-2023)) ((a copy of which is attached and)), and the Pedestrian Master Plan; including ((to include)) the allocation of at least ten percent of revenue generated pursuant to chapter 08.16 SMC to implement the pedestrian program of the City's ((2018-2023)) six-year comprehensive street program.
- B. The transportation improvements funded by the TBD shall be made ((in)) with consideration of the most recent guidance for selecting transportation improvements in RCW 36.73.020, including an effort to reduce risk of transportation facility failure and improve safety, ((decrease)) improve travel time, improve air quality, increase daily and peak period trip capacity, improve modal connectivity, improve freight mobility, improve accessibility for, or other benefits to,

persons with special transportation needs as defined in RCW 47.06B.012, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.

- C. The transportation improvements funded by the district shall be made on an annual basis ~~((not to exceed the six-year time period of the 2018-2023 six-year comprehensive street program. Transportation improvement projects shall be completed on an annual basis))~~ as funding is made available.
- D. The district shall not be obligated to continue the operation and existence of the district ~~((for the full six years))~~ if the City Council elects to dissolve the district pursuant to chapter 36.73 RCW.
- E. The TBD projects may be amended in accordance with the material change policy described in 1 and in accordance with the notice, hearing and other procedures described in chapter 36.73 RCW, including RCW 36.73.050(2)(b), as the same may be amended from time to time.

**Section 4.** That section 08.16.070 of the Spokane Municipal Code is amended to read as follows:

#### **Section 08.16.070 Dissolution of District**

- A. The TBD shall be dissolved when ~~((all transportation improvements associated with the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in the the six-year pavement maintenance program and the pedestrian program of the City's 2018-2023 Six Year Comprehensive Street Program have been completed;))~~ the City obtains an average system wide pavement condition index rating of 80, with no street receiving a rating of less than 25, within the City's residential street system; all indebtedness of the district created to accomplish the improvements has been retired and when all of the TBD's anticipated responsibilities have been satisfied.
- B. In addition to the automatic dissolution of the district as set forth above in subsection A, the City Council reserves the right, as set forth in chapter 36.73 RCW, to cause the dissolution of the district for any legal reason. ~~((, including if a regional transportation district with a funding mechanism is formed pursuant to an interlocal agreement as permitted in RCW 36.73.020)).~~

**Section 5.** That there is enacted a new chapter 04.37 of the Spokane Municipal Code to read as follows:

### **Chapter 04.37      Citizens Transportation Advisory Board**

#### **Section 04.37.005 Definitions**

#### **Section 04.37.010 Membership and Terms**

- A. Voting Members



1. The Citizens Transportation Advisory Board (CTAB) shall consist of eleven members, who are City residents, appointed by the City Council. Membership shall consist of:
  - i. One member selected by each city council member from among the residents of the selecting city council member's district;
  - ii. One member from the Plan Commission's Transportation Sub-Committee (PCTS), as recommended by the Plan Commission;
  - iii. One member from the Pedestrian, Traffic & Transportation Committee (PeTT) of the Community Assembly, as recommended by the Community Assembly;
  - iv. One member from the Bicycle Advisory Board (BAB), as recommended by the BAB;
  - v. One member from the Spokane Human Rights Commission, recommended by the Human Rights Commission.
  - vi. One member selected by the City Council President.
- B. Liaison Members:
  1. The CTAB shall include up to five (5) liaison members representing organizations including, without limitation:
    - i. Spokane Regional Health District;
    - ii. Spokane Public Schools; and
    - iii. Disability Community
  2. The liaison members shall be non-voting members of the CTAB.
  3. Liaison members shall be appointed by the city council after written notice provided by the respective organizations.
- C. Chair

The CTAB Chair shall be selected annually by the members of the CTAB during their first meeting of each year, or at the first meeting following a vacancy. No member shall serve more than three consecutive years as Chair.
- D. Terms
  1. The terms of all current CTAB members on the effective date of this ordinance shall be transferred to current CTAB memberships.
  2. The term of each voting member shall be three years from the date of appointment. Members may be appointed to an initial term of less than three years in order to stagger membership terms. A term of less than half of the full three-year term shall not constitute a full term.
  3. No voting member shall be appointed for more than two three-year terms in total as a voting member, or six years total, regardless of what position they fill.
  4. Terms for members appointed from the PCTS, PeTT, BAB and the Human Rights Commission shall not extend beyond the expiration of their membership on their respective boards.
- E. No elected official or city employee shall be appointed as a voting member of the CTAB.
- F. CTAB members may be removed from office by the city council before the expiration of their terms due to a disqualifying change of residence or for cause based upon a determination of incapacity, incompetence, the presence of

irreconcilable conflicts of interest, neglect of duty (including three or more consecutive unexcused absences), or malfeasance.

- G. No CTAB member shall be affiliated with any contractor performing work or seeking the award of work for projects financed, in whole or in part, by a Spokane TBD project in any way. CTAB members shall be required to comply with the City of Spokane Code of Ethics (Chapter 04.32, SMC) during their CTAB service, including avoiding conflicts of interest, such as having a direct pecuniary or financial gain.

#### **Section 04.37.020 Duties and Functions**

- A. The CTAB makes annual recommendations to City Council regarding the allocation of TBD program funds, including the funds allocated by the Street Department for residential street maintenance. Recommendations may include but are not limited to:
1. pavement maintenance and reconstruction;
  2. paving unpaved streets;
  3. sidewalk infill and maintenance;
  4. ADA accessibility improvements;
  5. multimodal connectivity; and
  6. other transportation projects allowed pursuant to chapter 36.73 RCW. City Council maintains final approval over project funding.
- B. The CTAB shall annually provide a transportation improvement report on progress made in carrying out its responsibilities. This report should be provided in writing and by appearance and presentation before the City Council by the Chair or their designee. Additional reports may be submitted when deemed appropriate by the CTAB or when requested by the city council. Pursuant to RCW 36.73.160(2), the report must be distributed to the public and newspapers of record in the district. The report should include, at a minimum:
1. A summary of the work done by the CTAB and projects that were completed within the previous calendar year or since the last report, whichever is longer including the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules.
  2. The CTAB's expected work plan for the coming year.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

DRAFT

Resolution No. 2021 - \_\_\_\_

A resolution setting a hearing before the City Council for \_\_\_\_\_, 2021 regarding modification of the functions, activities and/or transportation programs and improvements of the Spokane Transportation Benefit District

WHEREAS, on October 11, 2010, the City Council adopted Ordinance No. C-34648, establishing the City of Spokane Transportation Benefit District (TBD); and

WHEREAS, RCW 36.73.050 allows the City Council, acting in its legislative capacity, to modify or expand the functions, activities and/or transportation programs and improvements to be funded by the TBD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council intends to conduct a public hearing concerning proposed Ordinance C-\_\_\_\_\_, which proposes to modify the functions and transportation improvements of the Spokane Transportation Benefit District to include ongoing transportation improvements of the City as set forth in the most recently adopted versions of the following City of Spokane transportation plans: the Six-Year Comprehensive Street Program, the Six-Year Pavement Maintenance Program, and the Pedestrian Master Plan; including the allocation of a minimum of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's six-year comprehensive street program. The transportation programs and improvements set forth in this chapter shall continue as reflected in the annual adoption by the City Council of the City's six-year comprehensive street program, and six-year pavement maintenance program until such time as the City obtains and can sustain an average system wide pavement condition index rating of 80, with no street rating below 25, within the City's residential street system as more fully set forth in the ordinance. The City Council reserves the right to continue this public hearing.

The hearing will be held on Monday, \_\_\_\_\_, 2021 starting at 6:00 p.m. online via Webex Meetings. Due to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021 and related COVID 19 protocol, public meetings of the City Council are presently being held remotely. The meeting will be streamed live online and airing on City Cable 5. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>. Any changes to the procedures that will be followed for this hearing will be posted on the City Council's website. A notice containing call-in information will be included with the posted \_\_\_\_\_, 2021, City Council Agenda packet. Agenda packets are posted at the following link: <https://my.spokanecity.org/citycouncil/documents/>. All persons interested in testifying at this hearing may do so remotely by following the instructions in the agenda packet. Written comments and oral testimony at the public hearing will be

made part of the public record. Any person may submit written comments on this matter to [sharshman@spokanecity.org](mailto:sharshman@spokanecity.org)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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City Clerk

Approved as to form:

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Assistant City Attorney

**Notice of the Spokane City Council Public Hearing  
Regarding Modifications to the Functions, Programs and Transportation  
Improvements of the Spokane Transportation Benefit District.**

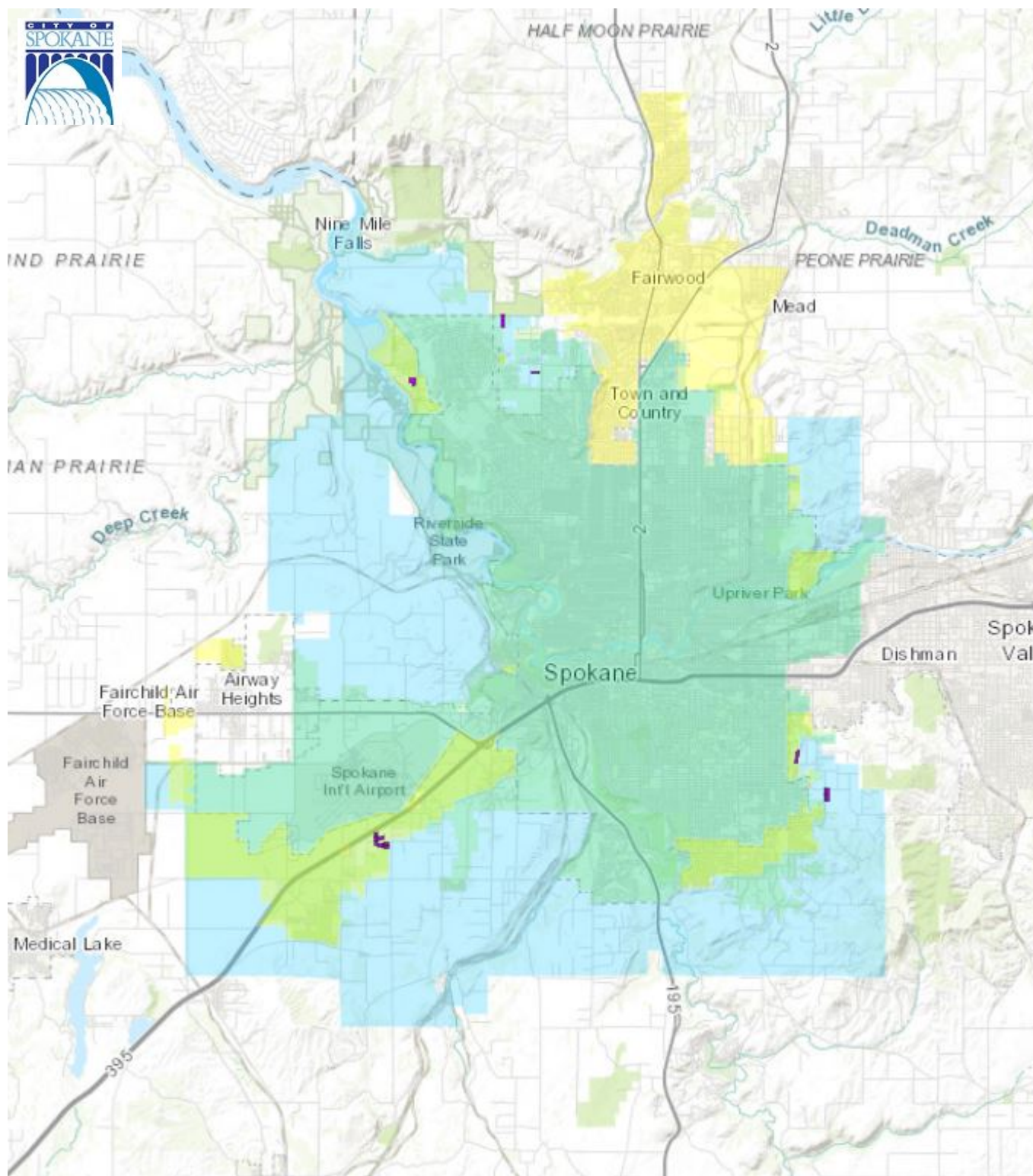
Notice is hereby given that there will be a public hearing before the City of Spokane City Council on **Monday, \_\_\_\_\_** 2021, **at 6:00 p.m.** online via Webex Meetings. The purpose of the hearing is for the City Council to consider proposed Ordinance C-\_\_\_\_\_, which proposes to modify the functions and transportation improvements of the Spokane Transportation Benefit District to include ongoing transportation improvements of the City as set forth in the most recently adopted versions of the following City of Spokane transportation plans: the Six-Year Comprehensive Street Program, the Six-Year Pavement Maintenance Program, and the Pedestrian Master Plan; including the allocation of a minimum of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's six-year comprehensive street program. The transportation programs and improvements set forth in this chapter shall continue as reflected in the annual adoption by the City Council of the City's six-year comprehensive street program, and six-year pavement maintenance program until such time as the City obtains and can sustain an average system wide pavement condition index rating of 80, with no street rating below 25, within the City's residential street system as more fully set forth in the ordinance. The City Council reserves the right to continue this public hearing.

Due to Governor Jay Inslee's Fifteenth Updated Proclamation 20-28.15, dated January 19, 2021 and related COVID 19 protocol, public meetings of the City Council are presently being held remotely. The meeting will be streamed live online and airing on City Cable 5. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>. Any changes to the procedures that will be followed for this hearing will be posted on the City Council's website. A notice containing call-in information will be included with the posted \_\_\_\_\_, 2021, City Council Agenda packet. Agenda packets are posted at the following link: <https://my.spokanecity.org/citycouncil/documents/>. All persons interested in testifying at this hearing may do so remotely by following the instructions in the agenda packet. The public may also submit written comment as noted below.

**Public Comment:** Written comments and oral testimony at the public hearing will be made part of the public record. Any person may submit written comments on this matter to [sharshman@spokanecity.org](mailto:sharshman@spokanecity.org) or call for additional information at:

*Spokane City Council Attn: Shauna Harshman  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Phone (509) 625-6210  
[sharshman@spokanecity.org](mailto:sharshman@spokanecity.org)*

# 2021 Water Retail Service Applications





## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Attorneys Partnership  
Application for Retail Service Area Amendment, Parcel #24051.9077

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 4.89 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcel.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcel into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**3. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 1020 feet north of the subject parcel along the South Dowdy Road right-of-way. South Dowdy Road from West Westbow Boulevard south to the subject parcel is an unimproved right-of-way. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** JUNE 20, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes YES No \_\_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_\_ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes YES No \_\_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No

Parcel # 24051\*9077

**PROPERTY OWNER: (Please Print)**

Name: ATTORNEY'S PARTNERSHIP  
Address: 712 WEST 32ND AVE  
SPokane WA Zip 99203  
Daytime Phone: 509-999-7222  
Email Address: DICK.EDWARDS@ME.COM

DE [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

DE [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Dick Edwards July 25, 2019  
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222  
Printed Name Relationship to Owner Phone Contact #

Dick.EDWARDS@ME.COM  
e-mail Address

## Spokane County Parcel Information


**First American  
Title Company**
Parcel ID #: **24051.9077** Map Grid 092

Township: 24N Range: 42E Section: 05 Quarter: NE

Property Address:

Spokane WA 99224

**Owner Information**Name: **Nollette, Thomas**

Mail Address: 1848 Shelton Rd

Walla Walla WA 99362

Taxpayer Name: Attorneys LLC

Taxpayer Address: 312 W 32nd Ave

WA 99203-1764

**Assessor Information:**

Property Identification #: 24051.9077

Parcel Description: 91 - Vacant Land

Property Size: 4.89 Acres (213,008 SqFt)

Lot Width: 0 Lot Depth: 0

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

**Legal Description****05-24-42 S1/2 OF SW1/4 OF GOV LT 9 EXC RD****Assessments****Taxes**

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$87,870.00	87870
2019	\$0.00	\$87,870.00	87870
2018	\$0.00	\$87,870.00	87870
2017	\$0.00	\$63,900.00	63900

2019 Taxes: \$964.51

**Transfer Information**

Rec. Date: 6/15/1981

Sale Price: \$19,500.00

Doc Num: 0850030439

Doc Type:

Owner: NOLLETTE, THOMAS

Grantor:

Orig. Loan Amt:

Title Co:

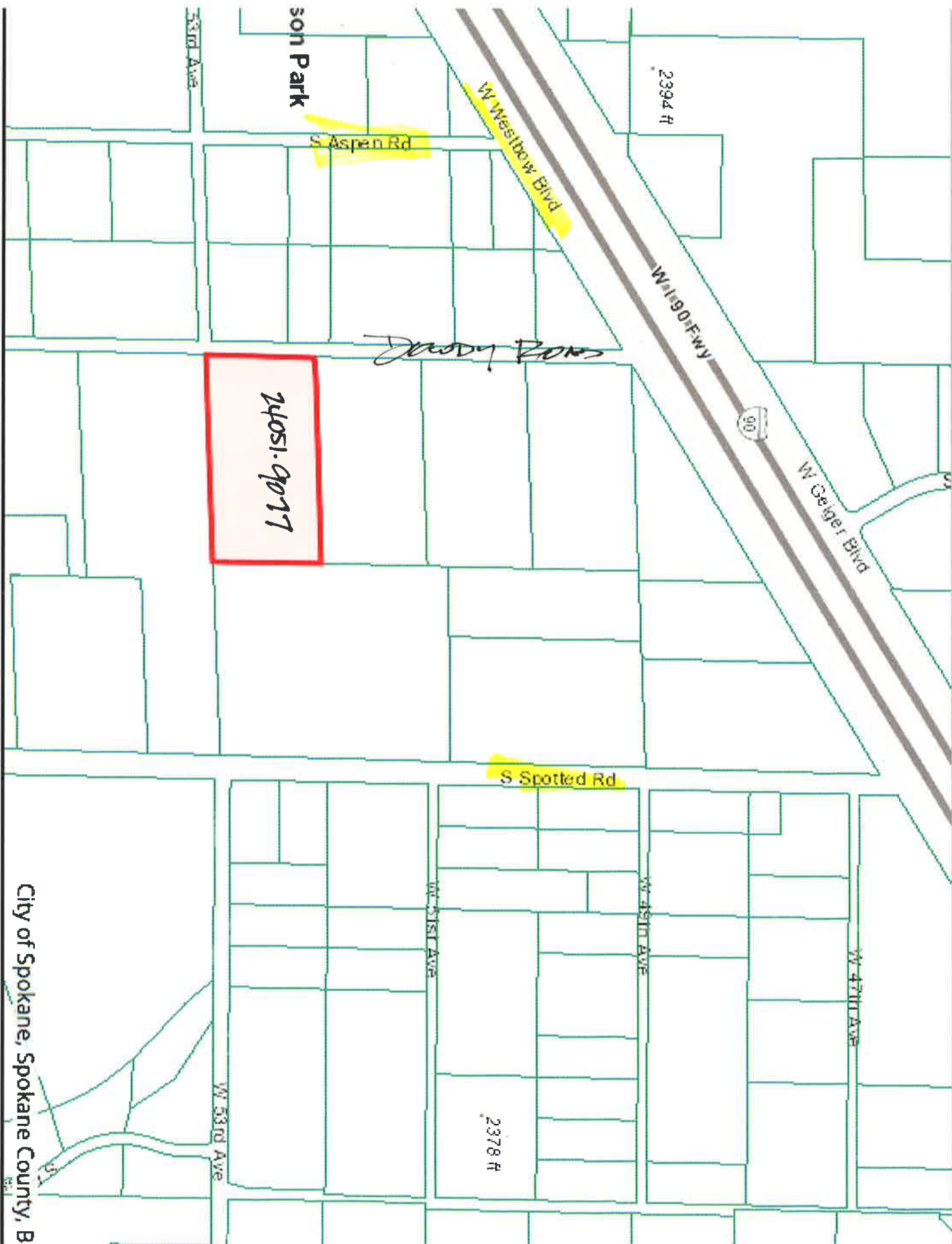
Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

11/10/2011





## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Eldon Brown, P.E., Principal Engineer – Developer Services

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Beadle Application for Retail Service Area Amendment, Parcel #26231.9207

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated March 30, 2018, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcel is approximately 5.21 acres located in North Spokane in the Five Mile Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner for consideration of the subject property for inclusion in an amendment of the RSA boundary to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC. The following is a review of the subject property for consistency with these requirements for water service.

### **Duty to Serve Requirement: (WSP, Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject property is located in the Kemp Pressure Zone. Sufficient Capacity exists in the system to serve the proposed lot.

**Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan. The parcel is adjacent to the water main located in North Five Mile Road where water is available. No main extension would be required and water service would need to meet the limitations outlined in CFU 3.6 Section B. The water main in North Five Mile Road directly adjacent to the subject parcel was installed in June 2000 which does appear to meet the limitations outlined in CFU 3.6, Section B where connection may be allowed to parcels directly adjacent to a water main if the Main was installed prior to May 31, 2001.

**Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**2. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water service from the North Five Mile Road water main would be capable of providing water service to the proposed subject parcel which is directly adjacent water main. The property owner would need to construct the service at their cost to provide water service to the subject parcel and construction shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

**Additional Considerations/Circumstances:**

Additional documentation for consideration is attached to the subject application.

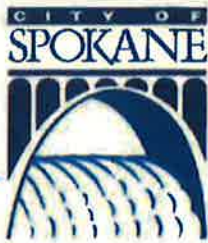
If there are any questions or if you require additional information, documentation or clarification of the consistency review please contact me at your convenience.

Cc: Elizabeth Schoedel – Assistant City Attorney – COS Legal  
Dan Kegley, Director – Water & Wastewater Collections

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** Mar. 30, 2018

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_\_ No \_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_ No \_\_\_\_
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes \_\_\_\_ No \_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

26231.9207  
Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No

23-26-42 s 1/2 of Folg. Desc. Prop. S 495 Ft. of N 990 Ft. of NE 1/4  
of NE 1/4 Exc. W 330 Ft. & Exc Rd & Exc S. 80 ft of E 80 ft.

**PROPERTY OWNER: (Please Print)**

Name: Virginia (Ming) Beadle  
Address: 8704 N. Kensington Dr.  
Spokane, Wa. Zip 99208  
Daytime Phone: 509-994-9775  
Email Address: gbeadle\_21@hotmail.com

AB [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

AB [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Virginia (Ming) M. Beadle  
Signature of Owner or Owner's Authorized Representative

03.30.18  
Date

Virginia M. Beadle (Mother to Catherine Beadle)  
Printed Name Relationship to Owner Phone Contact # 509-994-9775

gbeadle\_21@hotmail.com  
e-mail Address

## **Supplemental to Application to Expand the Retail Water Service Area**

Application Date: March, 30, 2018

Applicant: Virginia (Ginny) Beadle

Parcel No. 26231.9207

Last summer the City Council considered this application to expand the Retail Water Service Area to the property, together with 7 other applications, and the City Council voted to reject the application. For the reasons set forth below, the City Council should grant this application.

As specifically stated by Eldon Brown in the Memorandum dated April 2, 2018 which was submitted for the City Council's consideration with the application, the relevant law and policies applicable to the application include the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, WAC 246-290 and the City of Spokane Comprehensive Plan (specifically CFU 3.6).

Below is a recitation of applicable law, regulations, policies and zoning characteristics, all of which when taken together should result in the approval of this application by the City.

### **Relevant Property Characteristics**

The property is located in the City of Spokane Future Service Area, but is outside of the Urban Growth Area (UGA) and is outside the City of Spokane Retail Service Area (RSA).

### **The City Would be Timely and Reasonable in Granting this Application and Providing the Requested Water Services**

A municipal water supplier has a duty to provide retail water service within its retail service area if certain conditions are met. RCW 43.20.260. A municipal water supplier has the right of first refusal to provide water service in its designated future service area, and it may choose to decline a request for water service outside of the retail service area if it cannot or will not provide the new service in a timely and reasonable manner as defined in the located WSP. See Washington State Department of Health documents entitled "*Timely and Reasonable Water Service*" and "*Service Areas in Planning Documents*" attached as Exhibit A. As discussed in the DOH documents, if the municipal water supplier cannot or will not provide the requested water service in a timely and reasonable manner, the applicant has the right to seek service from another water system or develop a new public water system if an existing system is not willing or able to provide the service.

The DOH suggests that the "timely" component is 120 days from the date on which the applicant and the water system complete a formal agreement. The DOH further suggests that new water service is "reasonable" if the conditions of service and the associated costs are (i) consistent with local land-use plans and development regulations; (ii) consistent with those documented in the system's approved water system plan; and (iii) consistent with the system's acknowledged standard practice experienced by other applicants requesting similar water services.

Section 1.7 of the City of Spokane's WSP states that the provision of service outside of the City's RSA will be reasonable if (i) the conditions of the request for service comply with the Comprehensive Plan and

Lands outside of Urban Growth Areas (UGAs) will have low densities that can be sustained by minimal infrastructure improvements such as septic systems, individual wells and rural roads. When domestic water service can be provided in a timely and reasonable manner, individual wells should not be allowed. Growth outside of Urban Growth Areas (UGAs) should not alter the rural character, degrade the environment or create a need for urban services. However, areas outside of the Urban Growth Areas (UGAs) must be adequately planned in order to accommodate future expansions of the Urban Growth Areas (UGAs).

*(emphasis added.)*

The Spokane County Code defines the “Urban Reserve” zoning classification as including land outside of the UGA that is preserved for expansion of urban development in the long term. “These areas are given development standards and incentives so that land uses established in the near future do not preclude their eventual conversion to urban densities. Residential clustering is encouraged to allow residential development rights while ensuring that these areas will be available for future development.” SCC 14.16.100. Further, attached as Exhibit C, is Spokane County published information on land use categories and policies, which provides as follows:

The Urban Reserve Area category includes lands outside the Urban Growth Area that are considered for growth within a 40-year planning horizon. These areas are given special consideration, such as low-density, large-lot development, so that land uses established in the near future do not preclude their eventual conversion to urban densities... The use of public water systems or community wells is encouraged...

(published at <https://www.spokanecounty.org/DocumentCenter/View/926/Descriptions-of-the-Different-Categories-PDF?bidId=>; *emphasis added*).

Attached hereto as Exhibit D is a letter from Ginny Beadle outlining health and safety issues regarding drilling a well on the property, which include historical use of pesticides on the property for agricultural purposes, evidence of issues with wells on neighboring properties (such as the presence of harmful microorganisms) and issues with the water table and negative impacts on wells in the area. These public health and safety concerns, coupled with the underlying zoning and City policies make it clear that the City should approve the application for connection to public water.

### **Analysis and Conclusion**

The property at issue is located in the City of Spokane FSA but outside of the UGA and the RSA. The property is zoned Urban Reserve. Therefore, as discussed above in detail, it is contemplated by the various laws, regulations and plans that the applicant must first ask to connect to the City water system so the City can exercise its first right of refusal to provide the water services if it can do so in a timely and reasonable manner. This application and the inclusion of the property in the RSA will certainly be timely (there does not appear to be any issue with review of the application or connection to the water main essentially in the front yard of this property). Approval of this application will be reasonable based on both the DOH suggestions for reasonableness and the WSP because it is consistent with local land-use plans and development regulations and the WSP, and there is no indication that applicants with properties similarly situated and zoned would not, or have not, be treated similarly.



## Support for Water Service from City of Spokane

I am requesting water for parcel 26231.9207.  
My property is adjacent to a water main on  
Five Mile Rd.

In 2005 My Mom and I sold a piece of property  
80' x 80' to the city of Spokane for a booster  
station to make water available for others.  
Mr. Nesbitt and I talked about water access to  
my property on Five Mile Rd.

At the time I sold the property, <sup>I understood that</sup> I would be  
able to return and apply for water.

Please consider my request for water for  
parcel 26231.9207.

Thank you!

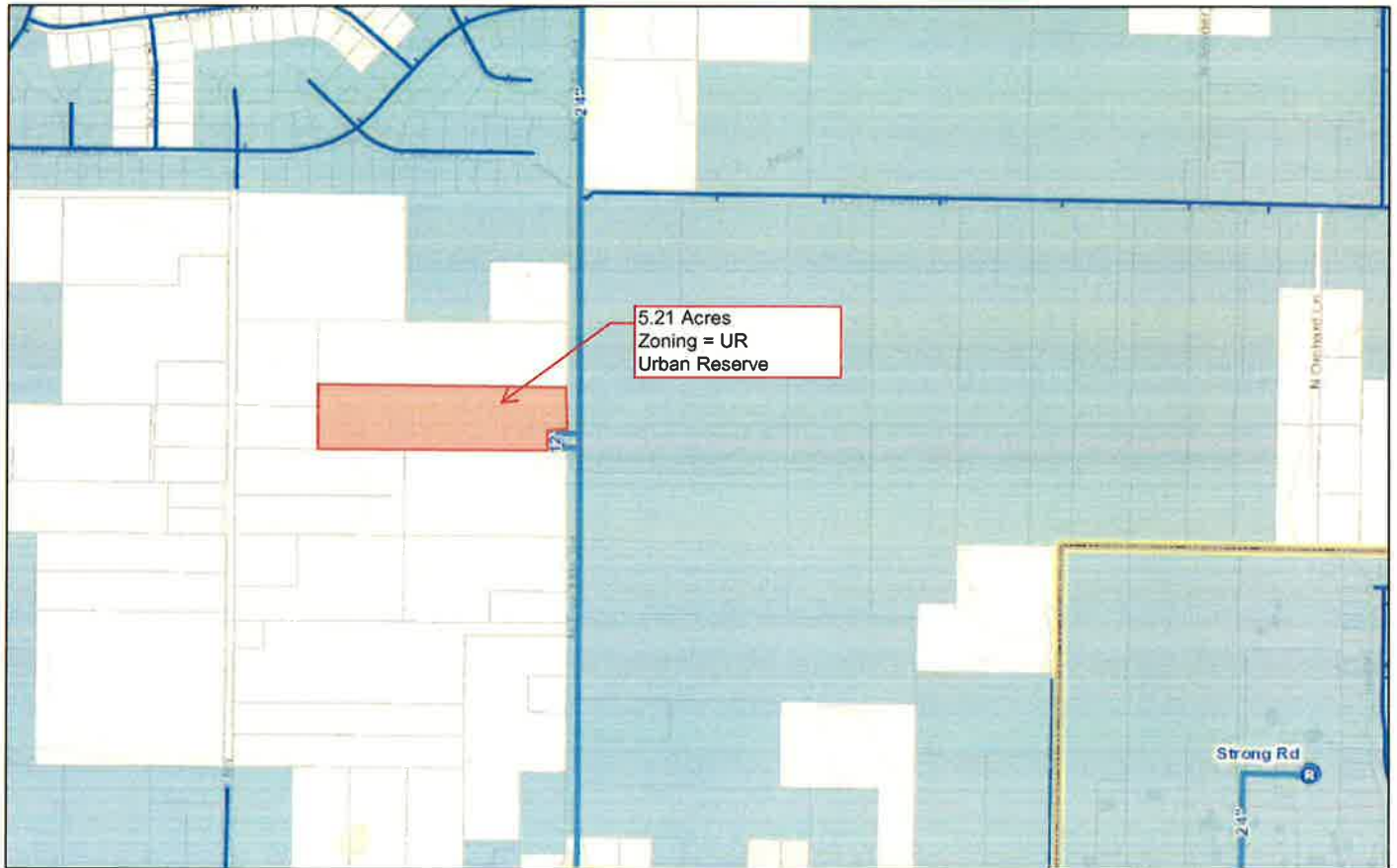
Mining Beadle

8704 N. Kensington Dr.

Spokane, Wa. 99208

509-994-9775

## Virginia Beadle - 26231.9207



April 11, 2018

### Areas

Override 1

City of Spokane Boundary

Storage Facility

### Water Main

Distribution Main

Hydrant Lead

Transmission Main

Water Retail Service Area

Parcel

1:9,503

0 0.075 0.15 0.3 mi  
0 0.125 0.25 0.5 km

City of Spokane GIS  
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

City of Spokane GIS  
City of Spokane GIS

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Friendly 4 Partnership  
Application for Retail Service Area Amendment, Parcel #24051.0409

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 3.64 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcel.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 1400 feet north of the subject parcel along the unimproved right-of-way of South Dowdy Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** JUNE 20, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes YES No \_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes YES No \_\_\_\_



**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: ☒ Yes / ☐ No

PARCEL # 24051.0409  
SEE ATTACHED LEGAL

**PROPERTY OWNER: (Please Print)**

Name: FREEDMAN & PARTNERSHIP

Address: 212 WEST 32ND AVE

SPokane WA Zip 99203

Daytime Phone: 509-999-7222

Email Address: DICK.EDWARDS@ME.COM

☒ [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

☒ [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Dick Edwards  
Signature of Owner or Owner's Authorized Representative

July 25, 2019  
Date

Dick Edwards PARTNER  
Printed Name Relationship to Owner

509-999-7222  
Phone Contact #

Dick.Edwards@ME.COM  
e-mail Address

## Spokane County Parcel Information



**First American  
Title Company**

Parcel ID #: 24051.0409

Map Grid 092

Township: 24N

Range: 42E

Section: 05

Quarter: NE

Property Address:

Spokane WA 99224

## Owner Information

Name: Edwards Etal, R S

Mail Address: 312 W 32nd Ave

Spokane WA 99203-1764

Taxpayer Name: Freeway 4

Taxpayer Address: 312 W 32nd Ave

WA 99203-1764

## Assessor Information:

Property Identification #: 24051.0409

Parcel Description: 91 - Vacant Land

Property Size: 3.64 Acres (158,558 SqFt)

Lot Width: 512 Lot Depth: 310

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

## Legal Description

JAMIESON PART LTS 1 THRU 4 BLK 8

## Assessments

## Taxes

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$63,200.00	63200
2019	\$0.00	\$29,900.00	29900
2018	\$0.00	\$29,900.00	29900
2017	\$0.00	\$19,100.00	19100

2019 Taxes: \$332.87

## Transfer Information

Rec. Date: 8/11/1981

Sale Price: \$16,000.00

Doc Num: 0810024813

Doc Type:

Owner: EDWARDS, R S ETAL

Grantor:

Orig. Loan Amt:

Title Co:

Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Industrial Investors Partnership Application for Retail Service Area Amendment, Parcels #24051.9080 and #24051.9081

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 8.11 acres and 1.83 acres respectively for a total area of 9.94 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcels are located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcels.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 1760 feet north of the nearest subject parcel along the South Dowdy Road right-of-way. South Dowdy Road from West Westbow Boulevard south to the subject parcels is an unimproved right-of-way. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** JUNE 20, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes YES No \_\_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_\_ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes YES No \_\_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: ☒ Yes / ☐ No

PARCEL NUMBERS 24051.9080 & 24051.9081  
SEE ATTACHED FOR LEGAL

**PROPERTY OWNER: (Please Print)**

Name: INDUSTRIAL INVESTORS PARTNERSHIP  
Address: 312 W 3RD AVE  
SPOKANE WA Zip 99203  
Daytime Phone: 509-999-7222  
Email Address: DICK.EDWARDS@ME.COM

☒ [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

☒ [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.

Dick Edwards PARTNER July 25 - 2014  
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222  
Printed Name Relationship to Owner Phone Contact #

Dick.EDWARDS@ME.COM  
e-mail Address

## Spokane County Parcel Information



**First American  
Title Company**

Parcel ID #: 24051.9080

Map Grid 092

Township: 24N

Range: 42E

Section: 05

Quarter: NE

Property Address:

Spokane WA 99224

## Owner Information

Name: Pinch Etal, Mark

Mail Address: 312 W 32nd Ave

Spokane WA 99203-1764

Taxpayer Name: Ward, Joseph

Taxpayer Address: 15102 N Tormey Rd

WA 99026-9687

## Assessor Information:

Property Identification #: 24051.9080

Parcel Description: 91 - Vacant Land

Property Size: 8.11 Acres (353,272 SqFt)

Lot Width: 0 Lot Depth: 0

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

## Legal Description

05-24-42 PTN OF GOV LT 16 BEG AT SW COR OF GOV LT 16 TH N9 20FT ALG W LN OF LT 16 TO TRUE POB TH E740FT TH S57FT TH W190FT TH S229FT TH E741.12FT TO E LN OF LT 16 TH S321FT TH W TO A PT 740FT E OF W LN OF LT 16 TH N187FT TH W740FT TO W LN OF LT 1 6 TH N355FT TO POB EXC CO RD.

## Assessments

## Taxes

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$79,490.00	79490
2019	\$0.00	\$79,490.00	79490
2018	\$0.00	\$79,490.00	79490
2017	\$0.00	\$79,490.00	79490

2019 Taxes: \$891.24

## Transfer Information

Rec. Date: 10/21/2015

Sale Price:

Doc Num: 0006445779

Doc Type: Q

Buyer: NICKSTER COMMERCIAL LLC

Seller: WARD,JOSEPH G

Rec. Date: 6/7/2002

Sale Price:

Doc Num: 0004736090

Doc Type: Grant Deed

Owner: PINCH, MARK ETAL

Grantor: RIGMAIDEN, ROBERT G &amp; STEPHANIE

Orig. Loan Amt:

Title Co:

Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



## Spokane County Parcel Information



**First American  
Title Company**

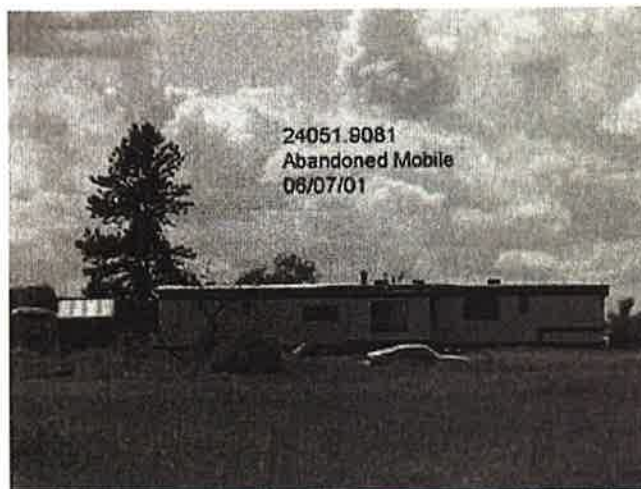
Parcel ID #: 24051.9081 Map Grid 092

Township: 24N Range: 42E Section: 05 Quarter: NE

Property Address: 5504 S Spotted Rd  
Spokane WA 99224

## Owner Information

Name: Pinch Etal, Mark  
Mail Address: 312 W 32nd Ave  
Spokane WA 99203-1764  
Taxpayer Name: Ward, Joseph G  
Taxpayer Address: 15102 N Tormey Rd  
WA 99026-9687



## Assessor Information:

Property Identification #: 24051.9081  
Parcel Description: 91 - Vacant Land  
Property Size: 1.83 Acres (79,715 SqFt)  
Lot Width: 0 Lot Depth: 0  
Zoning: County-LI - Light Industrial  
Census Tract: 013600  
Census Block: 2051  
Tax Code Area: 1881  
Levy Rate: 10.8935

## Legal Description

05-24-42 PTN OF GOV LT 16 BEG AT SW COR OF GOV LT 16 TH N ALG W LN OF SD LT 920FT TH E740FT TH S57FT TO TRUE  
POB TH C ONT S164FT TH E551.12FT M/L TO E LN OF LT 16 TH S ALG E LN 65FT TH W741.12FT TH N229FT TH E190FT TO  
POB EXC CO RD.

## Assessments

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$22,000.00	22000
2019	\$0.00	\$22,000.00	22000
2018	\$0.00	\$22,000.00	22000
2017	\$0.00	\$22,000.00	22000

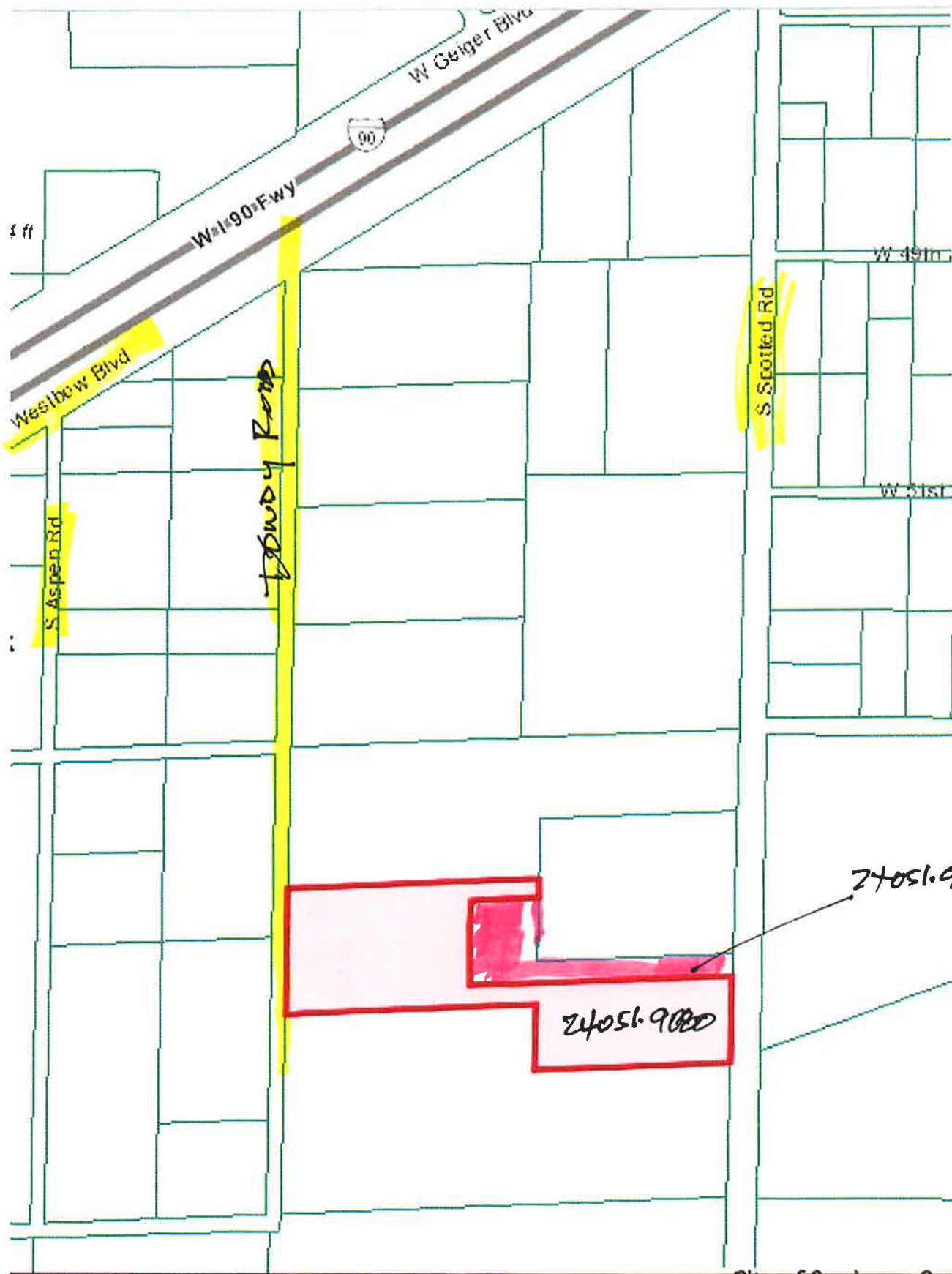
## Taxes

2019 Taxes: \$267.63

## Transfer Information

Rec. Date: 10/21/2015	Sale Price:	Doc Num: 0006445779	Doc Type: Q
Buyer: NICKSTER COMMERCIAL LLC		Seller: WARD, JOSEPH G	
Rec. Date: 6/7/2002	Sale Price:	Doc Num: 0004736090	Doc Type: Grant Deed
Owner: PINCH, MARK ETAL		Grantor: RIGMAIDEN, ROBERT G & STEPHANIE	
Orig. Loan Amt:		Title Co:	
Finance Type:	Loan Type:	Lender:	

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## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Interstate Partnership  
Application for Retail Service Area Amendment, Parcel #24051.9079

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 20, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 5.10 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the Plains Pressure Zone. Sufficient Capacity exists in the Plains system to serve the subject parcel.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 1900 feet north of the subject parcel along the South Spotted Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** JUNE 20, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes YES No \_\_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_\_ No NO
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes YES No \_\_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No

*PARCEL# 24051-9079*  
*REATTACHES LEGAL*

**PROPERTY OWNER: (Please Print)**

Name: INTERSTATE PARTNERSHIP  
Address: 312 WEST 32ND AVE  
SPokane WA Zip 99203  
Daytime Phone: 509-999-7222  
Email Address: DICK.EDWARDS@ME.COM

DE [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

DE [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Dick Edwards July 25, 2019  
Signature of Owner or Owner's Authorized Representative Date

Dick Edwards PARTNER 509-999-7222  
Printed Name Relationship to Owner Phone Contact #

Dick.EDWARDS@ME.COM  
e-mail Address

## Spokane County Parcel Information


**First American  
Title Company**
Parcel ID #: **24051.9079**

Map Grid 092

Township: 24N

Range: 42E

Section: 05

Quarter: NE

Property Address:

Spokane WA 99224

### Owner Information

Name: **Brown, Mark L**

Mail Address: 312 W 32nd Ave

Spokane WA 99203-1764

Taxpayer Name: Edwards, Dick

Taxpayer Address: 312 W 32nd Ave

WA 99203-1764

### Assessor Information:

Property Identification #: 24051.9079

Parcel Description: 91 - Vacant Land

Property Size: 5.10 Acres (222,156 SqFt)

Lot Width: 0 Lot Depth: 0

Zoning: County-LI - Light Industrial

Census Tract: 013600

Census Block: 2051

Tax Code Area: 1881

Levy Rate: 10.8935

### Legal Description

05-24-42 PTN OF GOV LT 16 BEG AT SW COR OF SD LT 16 TH NLY 920FT ALG W LN OF SD LT TH E740FT TO TRUE POB TH S221FT TH E TO E LN OF LT 16 TH N ALG E LN TO PT 1102FT N OF S LN OF L T 16 TH W ALG A LN 1102FT N OF & PAR WITH S LN OF LT 16 TO A PT LYG 740FT E OF W LN TH SLY 182FT TO POB EXC CO RD.

### Assessments

### Taxes

Tax Year	Improvement Value	Land Value	Total Value
2020	\$0.00	\$61,980.00	61980
2019	\$0.00	\$61,980.00	61980
2018	\$0.00	\$61,980.00	61980
2017	\$0.00	\$61,980.00	61980

2019 Taxes: \$682.49

### Transfer Information

Rec. Date: 7/28/1981

Sale Price: \$25,500.00

Doc Num: 0810024929

Doc Type:

Owner: BROWN, MARK L

Grantor:

Orig. Loan Amt:

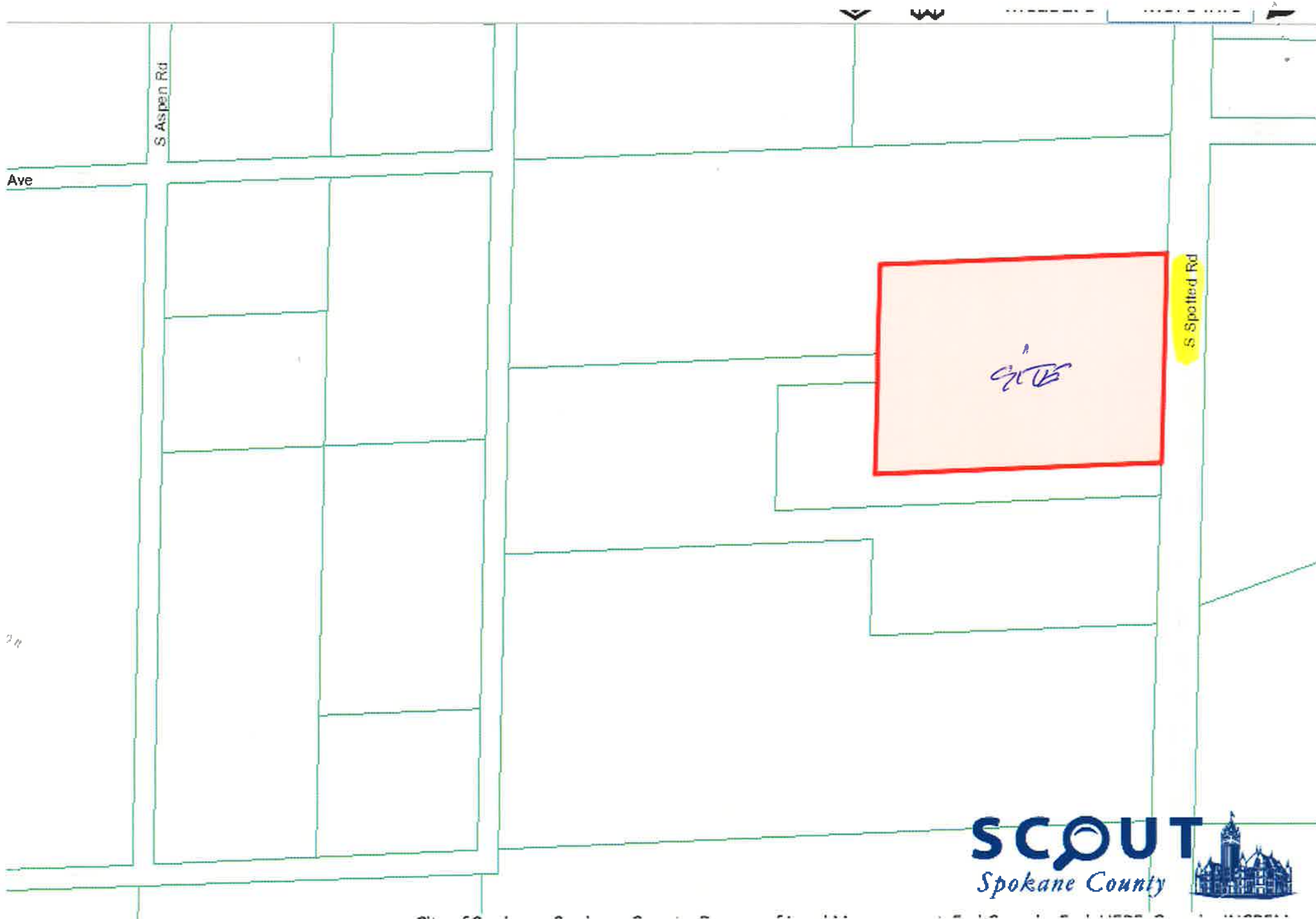
Title Co:

Finance Type:

Loan Type:

Lender:

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Klimok Application for Retail Service Area Amendment, Parcel #26142.9021

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 27, 2019, is located in the City of Spokane Future Service Area, outside of the Urban Growth Boundary (UGA) and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 9.90 acres located in Five Mile Prairie area in North Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the Kempe Pressure Zone. Sufficient capacity exists in the Kempe Pressure Zone to serve the subject parcel.



**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The subject parcel lies outside of the UGA and outside of the current RSA boundaries and is adjacent to an existing water main. Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan.

The limitations outlined in CFU 3.6 water service connections outside the UGA may be allowed if the parcel meets specific conditions. Section B. City of Spokane Water Service, subsection 2. (a.) provides the following condition: The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses and immediate threat to public health or safety. Information included with the application states the water use will be for farm operations to include potable use for farm workers and bee keeping operations to include basic necessities such as hand washing, hygiene, food preparation and restroom sanitation. Also included with the application is a letter dated July 15, 2019 from the Washington State Department of Health. The Letter voices support for the application to connect to the City of Spokane public water system citing the benefit to the health and safety of the applicant and its workers. The existing operating conditions at the subject parcel and the letter from the Department of Health may interpreted to meet the conditions of CFU 3.6.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* The subject property is located adjacent to a City of Spokane water facility capable of providing water service to the proposed subject parcel. The developer would need to construct infrastructure improvements at their cost to

extend the water service to the subject parcel and shall meet all applicable rules and regulations and be consistent with all development requirements.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

A letter dated July 15, 2019 from the State of Washington Department of Health is included with the application to expand the retail water service area discussing the subject parcel and the benefit to health and safety. Additional information with the application includes efforts and research completed to explore other potential sources of water to include well drilling and service from neighboring water purveyors. No other potential sources of water investigated by the applicant appear feasible at this time.

Following our consistency review of the subject application we find that the subject parcel in the application may be considered timely for an amendment if the application and supplemental documentation is found to meet the limitations of CFU 3.6 for water service outside of the Urban Growth Boundary. The use is an existing condition and a water facility is located adjacent to the subject parcel with capacity to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** 6/27/2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_\_ No \_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_ No \_\_\_\_
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes \_\_\_\_ No \_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No

10711 N Dorset Rd  
Spokane, WA 99208

Parcel Number: 26142.9021

**PROPERTY OWNER: (Please Print)**

Name: Rubim Klimok  
Address: 7819 N Debby Lynn CT  
Spokane, WA Zip 99208  
Daytime Phone: (509) 270-5803  
Email Address: ruben@outdoorbee.com

R.K. [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

R.K. [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Rubim 6/27/19  
Signature of Owner or Owner's Authorized Representative Date

Rubim Klimok Owner (509) 270-5803  
Printed Name Relationship to Owner Phone Contact #

ruben@outdoorbee.com  
e-mail Address

## **Application to Expand the Retail Water Service Area**

10711 N Dorset Rd  
Spokane, WA 99208

### **Purpose:**

The use for this water will be for our Family Farm operations including

- Drinking for Honey Bees and Livestock
- Water for Stock tanks and mixing feed
- Water for drinking(employees) and basic hygiene

### **Abstract:**

10711 N Dorset Rd is a 9.9 acre lot located on the Northwest corner of the Five mile UGA. Our lot is a family farm beekeeping operation and safe water is needed for Family, workers, and livestock. A well was drilled on 7-27-17 with a result of 0 Gal/min. Further studies have been to obtain safe water both through Whitworth and other methods have been told to us are unlikely to succeed. The Spokane City water tower is next to our property. We would like to expand the UGA to have safe, potable water for our farm use. The closest neighboring wells have been decommissioned due to contamination and are connected to city water.

### **Case:**

In early 2015 our family purchased a 9.9 Acre parcel located at the northwest corner of the 5-Mile area bordering the Little Spokane Area Natural Area. This parcel makes an ideal place for our farm needs at the 2400ft elevation and near 400+ acres of natural protected north of us. The property is used daily for honey bees and livestock.

Our current use of water demands the nourishment of our family, bees, and workers. The temporary solution has been to bring water using totes and containers for our daily use with bees and employees. Since 2015 we have been filling up water from our Five mile city residence(7819 N Debby Lynn Ct) and hauling over to our property. This is increasingly stressful and carries the liability of health risks due to the storage and limited supply.

Our farm workers and bees require water for daily well-being. The health liabilities we face and continuously mitigate have been from basics such as hand washing, hygiene, food preparation, restroom sanitation to more general issues such as the sanitary and adequate feeding of bees and livestock. Keeping the water storage tanks in clean healthy condition from any bacterial growth is a major challenge and the plastic containers are always a health concern for us. In hot summer months the stored water gets warm causing even more concerns.

We have spent considerable efforts and money to obtain a permanent solution for clean potable water to the property. Based on Washington Well Log reports, this area does not have any good functioning wells. The nearest wells were decommissioned and connected to city water. On July 27, 2017 drilling was performed for a water well, being unsuccessful. We worked with HGI-World, a local well siting company, to attempt to locate water but due to the interference of high power lines running in the area through the property, there does not appear to be a method to make locating successful.

Spokane County Water Resources lists the City of Spokane as our water supplier. Due to the UGA, we have been unable to obtain water from the district. We attempted to obtain water from Whitworth Water District and from Velview Water District #13. Whitworth Water District can not supply due to the distance and elevation. Velview Water District #13 cannot supply due to their wells lack of water. The City of Spokane water tower is located 50 feet from our property and is our only hope for a healthy and sanitary water source. We are in desperate need of water and The City of Spokane is our only hope!

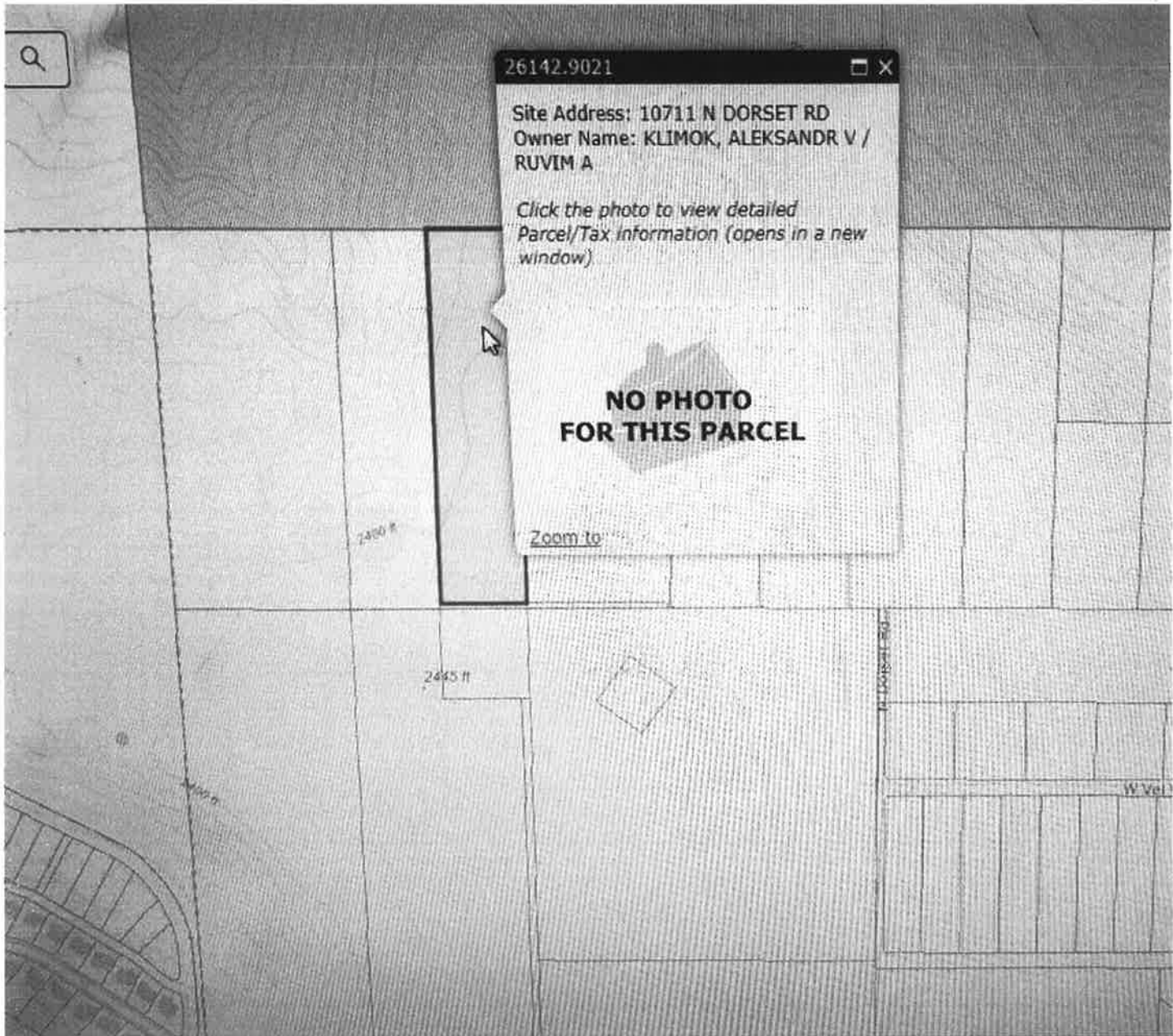
**Address: 10711 N Dorset Rd**

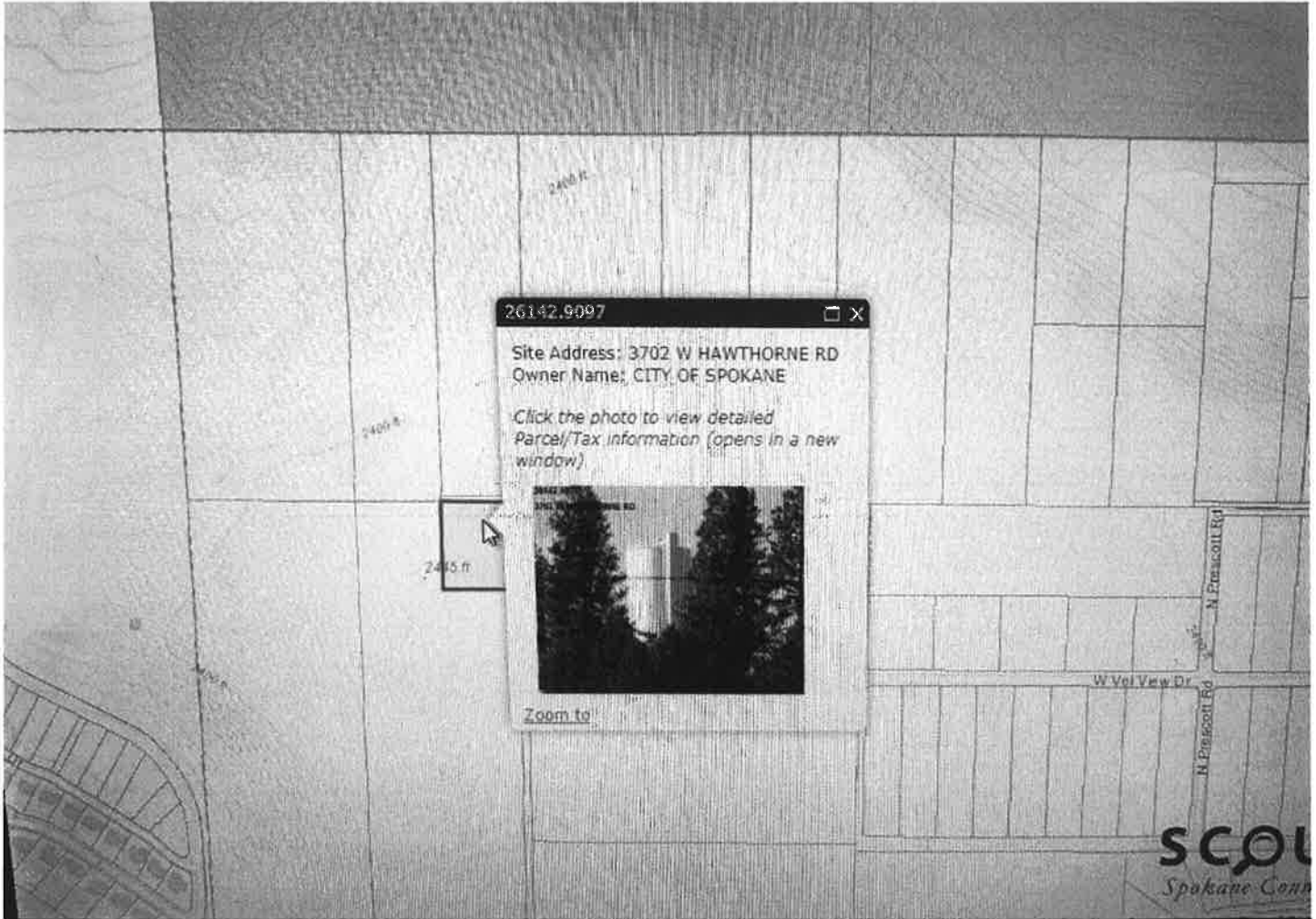
**Parcel: 26142.9021**

**Legal Description:**

14 26 42 E1/2 OF NW1/4 OF NW1/4 EXC W333.22FT; SUBJ TO ESMT;EXC THE S 20FT  
THEREOF







Unassigned Address

26113.9010

Unassigned  
Address

Unassigned  
Address

10711 N  
DORSET RD

0 UNKNOWN  
ADDRESS

10701 N  
DORSET RD

Unassigned  
Address

26142.9018

26142.9020

26142.9021

26142.9099

26142.9027

26142.9026

signed  
Address

26145.9060

0 UNKNOWN

26145.9101

3702 W  
HAWTHORNE RD

26142.9097

Unassigned  
Address

26142.9062

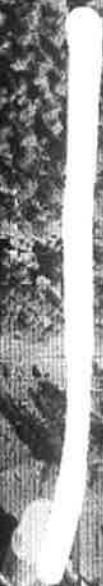
3701 W VEL

26142.9061

SCOR  
Spokane County



**Proposed water  
line**





STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
EASTERN DRINKING WATER REGIONAL OPERATIONS  
16201 E Indiana Avenue, Suite 1500, Spokane Valley, Washington 99216-2830  
TTY Relay 1-800-833-6384

July 15, 2019

Dan Kegley, Director  
City of Spokane Water Department  
914 E North Foothills Dr.  
Spokane, WA 99207-2794

Subject: DOH Support for Application to Expand the Retail Water Service Area

Dear Mr. Kegley:

I write this letter in support of Ruvim Klimok's application for a connection from the City of Spokane public water system to his property at 10711 N. Dorset Road. Although his property is outside the boundaries of the City's designated Retail Water Service Area, we believe that the benefit to the health and safety of Mr. Klimok's family and employees, as well as the relative ease with which the service connection may be made, favors approval of Mr. Klimok's application.

Mr. Klimok has made a sincere effort to find other options for safe and reliable delivery of drinking water to his property, including drilling a new well and connecting to other public water systems nearby. Unfortunately, none of these other options were feasible. City of Spokane drinking water infrastructure exists on property adjacent to Mr. Klimok's property, presenting an opportunity for a solution that is feasible for both the city and Mr. Klimok.

The Department of Health supports approval of Mr. Klimok's application for a drinking water connection from the City of Spokane public water system to his property at 10711 N. Dorset Road.

Sincerely,

Dorothy Tibbetts, MS, MPH  
Regional Manager  
Office of Drinking Water  
Division of Environmental Public Health

cc: Scott Mallery, PE  
Ruvim Klimok

Wed, Mar 13, 2019 at 12:29 PM

**Subject: Geophysics for well siting**

Hi Oleg,

I'm sorry it's taken a little bit to get back to you about this after talking to you the other day. In reviewing your site, there doesn't appear to be a great geophysical method to help you. The best one would be electrical resistivity; however, the northern portion of your site has high-voltage power lines which would likely cause interference with the electrical resistivity measurements. It's hard to say how bad the interference would be, we may be able to get some data that are ok out there, or it could be mostly unusable. We've considered some other methods, but those would likely fair even worse with the power lines.

I've crunched the numbers, and for us to do a line of electrical resistivity across your site would cost about \$15,500. If the data are ok, then we should see down about 260 feet in the middle of your site. The maximum depth of penetration would only be achieved in the middle of the site, and it would decrease to the north and south on a slope of 2.5:1 until it tapers to zero depth of penetration at the north and south ends of the site.

If this sounds like something you would like to try, please let me know and I will work up a formal proposal for you.

Regards,  
Jeremy

**Jeremy Strohmeyer, P.G.**  
Senior Project Manager

1806 Terminal Drive  
Richland, WA 99354  
Main Office: 509.946.7111  
Cell: 913.370.3048  
[jstrohmeyer@hgiworld.com](mailto:jstrohmeyer@hgiworld.com)  
[www.hgiworld.com](http://www.hgiworld.com)

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# WATER WELL REPORT

Original & 1<sup>st</sup> copy - Ecology, 2<sup>nd</sup> copy - owner, 3<sup>rd</sup> copy - driller



DEPARTMENT OF  
ECOLOGY

Construction/Decommission ("x" in circle)

☒ Construction

☐ Decommission ORIGINAL INSTALLATION

Notice of Intent Number

**PROPOSED USE:** ☒ Domestic ☐ Industrial ☐ Municipal  
☐ DeWater ☐ Irrigation ☐ Test Well ☐ Other

**TYPE OF WORK:** Owner's number of well (if more than one) \_\_\_\_\_  
☒ New well ☐ Reconditioned Method: ☐ Dug ☐ Bored ☐ Driven  
☐ Deepened ☐ Cable ☒ Rotary ☐ Jetted

**DIMENSIONS:** Diameter of well 6 inches, drilled 180 ft.  
Depth of completed well 180 ft.

**CONSTRUCTION DETAILS**  
Casing ☒ Welded 6" Diam. from +2 ft. to 49 ft.  
Installed: ☐ Liner installed \_\_\_\_\_" Diam. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
☐ Threaded \_\_\_\_\_" Diam. From \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Perforations: ☐ Yes ☒ No  
Type of perforator used \_\_\_\_\_  
SIZE of perforations \_\_\_\_\_ in. by \_\_\_\_\_ in. and no. of perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Screens: ☐ Yes ☒ No ☐ K-Pac Location \_\_\_\_\_  
Manufacturer's Name \_\_\_\_\_  
Type \_\_\_\_\_ Model No. \_\_\_\_\_  
Diam. \_\_\_\_\_ Slot size \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Diam. \_\_\_\_\_ Slot size \_\_\_\_\_ from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Gravel/Filter packed: ☐ Yes ☒ No Size of gravel/sand \_\_\_\_\_  
Materials placed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

Surface Seal: ☒ Yes ☐ No To what depth? 20 ft.  
Material used in seal Bentonite  
Did any strata contain unusable water? ☐ Yes ☒ No  
Type of water? \_\_\_\_\_ Depth of strata \_\_\_\_\_  
Method of sealing strata off \_\_\_\_\_

**PUMP:** Manufacturer's Name \_\_\_\_\_  
Type: \_\_\_\_\_ H.P. \_\_\_\_\_

**WATER LEVELS:** Land-surface elevation above mean sea level \_\_\_\_\_ ft.  
Static level 0 ft. below top of well Date 7-27-17  
Artesian pressure \_\_\_\_\_ lbs. per square inch Date \_\_\_\_\_  
Artesian water is controlled by \_\_\_\_\_ (cap, valve, etc.)

**WELL TESTS:** Drawdown is amount water level is lowered below static level  
Was a pump test made? ☐ Yes ☒ No If yes, by whom? \_\_\_\_\_  
Yield: \_\_\_\_\_ gal/min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.  
Yield: \_\_\_\_\_ gal/min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.  
Yield: \_\_\_\_\_ gal/min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.  
Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)  
Time Water Level Time Water Level Time Water Level  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date of test \_\_\_\_\_

Bailer test \_\_\_\_\_ gal/min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.  
Airtest 0 gal/min. with stem set at 175 ft. for 1 hrs.  
Artesian flow \_\_\_\_\_ g.p.m. Date 7-27-17  
Temperature of water \_\_\_\_\_ Was a chemical analysis made? ☐ Yes ☒ No

## CURRENT

Notice of Intent No. WE28458  
Unique Ecology Well ID Tag No. BKW-839  
Water Right Permit No. \_\_\_\_\_  
Property Owner Name Alex Klimok  
Well Street Address 10711 N. Dorset  
City Spokane County Spokane  
Location NW 1/4-1/4 NW 1/4 Sec 14 Twn 26 R 42 EWM ☒  
(s, t, r Still REQUIRED) Or WWM ☐  
Lat/Long \_\_\_\_\_  
Lat Deg \_\_\_\_\_ Lat Min/Sec \_\_\_\_\_  
Long Deg \_\_\_\_\_ Long Min/Sec \_\_\_\_\_  
Tax parcel No. (Required) 26142.9021

**CONSTRUCTION OR DECOMMISSION PROCEDURE**  
Formation: Describe by color, character, size of material and structure, and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information. (USE ADDITIONAL SHEETS IF NECESSARY.)

MATERIAL	FROM	TO
SAND	0	10
SAND AND BASALT Gravel	10	45
Soft Broken BASALT	45	54
BASALT MED-LIGHT	54	69
BASALT FRACTURED	69	101
BASALT HARD	101	153
BASALT MED-HARD	153	176
ROTTEN BASALT	176	178
SAND FINE	178	180

Customer to continue well at Later DATE.

**RECEIVED**  
AUG 30 2017  
Department of Ecology  
Eastern Washington Office

Start Date 7-26-17 Completed Date 7-27-17

**WELL CONSTRUCTION CERTIFICATION:** I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

☒ Driller ☐ Engineer ☐ Trainee Name Alex Vermillion  
Driller/Engineer/Trainee Signature [Signature]  
Driller or trainee License No. 2336  
IF TRAINEE: Driller's License No. \_\_\_\_\_  
Driller's Signature: \_\_\_\_\_

Drilling Company Vermillion Pump & Drilling  
Address E. 110516 Temple Rd  
City, State, Zip Spokane WA 99217  
Contractor's \_\_\_\_\_  
Registration No. VERMIPD88762 Date 8-17-17

ECY 050-1-20 (Rev 02-2010) To request ADA accommodation including materials in a format for the visually impaired, call Ecology Water Resources Program at 360-407-6872. Persons with impaired hearing may call Washington Relay Service at 711. Persons with speech disability may call TTY at 877-833-6341.



The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

# WATER WELL REPORT

State of Washington Date Printed: 14-Dec-2011 Log No. 0  
Construction / Decommission: Original Construction Notice

CURRENT  
Notice of Intent No.: A300628  
Unique Ecology Well I.D. No.  
Water Right Permit Number:  
OWNER: ELSTON, MAUREEN

438342

<b>PROPOSED USE:</b>			
<b>TYPE OF WORK:</b> Owners's Well Number: (If more than one well) <b>DECOMMISSIONED</b> Method:			
<b>DIMENSIONS:</b> Diameter of well: inches Drilled 0 ft. Depth of completed well ft.			
<b>CONSTRUCTION DETAILS:</b>		Casing installed	
Liner installed:	" Dia from ft. to ft.	" Dia from ft. to ft.	" Dia from ft. to ft.
<b>Perforations:</b> No Used In: Type of perforator used SIZE of perforations in. by in. Perforations from ft. to ft. Perforations from ft. to ft. Perforations from ft. to ft.			
<b>Screens:</b> 0 K-Pac Location: Manufacture's Name Type: Model No Diam. slot size: from ft. to ft. Diam. slot size: from ft. to ft.			
<b>Gravel/Filter packed:</b> No Size of Gravel Material placed fro ft. to ft.			
<b>Surface seal:</b> No To what depth ft. Seal method: Material used in seal Did any strata contain unusable water No Type of water Depth of strata Method of sealing strata off			
<b>PUMP:</b> Manufacture's name Type: H.P. 0			
<b>WATER LEVELS</b> Land-surface elevation above mean sea level: 0 ft. Static level ft. below top of well Date Artesian Pressure lbs per square inch Date Artesian water controlled by			

OWNER ADD N 10701 DORSETT  
Spokane, 99106  
Well Add N 10701 DORSETT  
City: Spokane County: Spokane  
Location: NE 1/4 NW 1/4 Sec 14 T 26 R 42 EW  
Lat/Long: Lat Deg Lat Min/Sec  
(s, t, r still) Long Deg Long Min/Sec  
REQUIRED)  
Tax Parcel No.: 261427027

**CONSTRUCTION OR DECOMMISSION PROCEDURE**  
Formation: Describe by color, character, size of material and structure. Show thickness of aquifers and the kind and nature of the material in each stratum penetrated. Show at least one entry for each change in formation.

Material From To

JAN 17 2012

Notes:  
HAND DUG 5' DIAMETER 40' DEEP STATIC 23', WELL WAS FILLED WITH CHLORINATED PEA GRAVEL TO 23' THEN FILLED TO GROUND LEVEL WITH 5 SACKS CONCRETE

Work start 10/12/2011 Complete 10/12/2011

**WELL CONSTRUCTION CERTIFICATION:**  
I constructed and/or accept responsibility for construction of this well and its compliance with all Washington well construction standards. Materials used and the information reported are true to my best knowledge and belief.

☒ Driller ☐ Engineer ☐ Trainee

Name: MARTY JENSEN License No.: 1933

Signature: 

If trainee, Licensed driller is: License No.:

Licensed Driller Signature

**Drilling Company:**

NAME: FOGLE PUMP & SUPPLY, INC. Shop: AIRWAY HEIGHTS

ADDRESS: PO BOX 1450

Airway Heights, WA 99001

Phone: (509) 244-0846 Toll Free: (888) 343-9355

E-Mail: marty@foglepump.com

FAX: (509) 244-2875 WEB Site: WWW.FOGLEPUMP.COM

Contractor's

Registration No.: FOGLEPS096L4 Date Log Created: 10/21/2011

**WELL TESTS:** Drawdown is amount water level is lowered below static level.

Was a pump test made No If yes, by whom

Yield:	gal/min with	ft drawdown after	
Yield:	gal/min with	ft drawdown after	
Yield:	gal/min with	ft drawdown after	

Recovery data (time taken as zero when pump turned off)(water level measured from well top to water level)

Time:	Water Level	Time:	Water Level	Time:	Water Level

Date of test:

Bailer test	gal/min	ft drawdown after	hrs.
Air test	gal/min w/ stem set at	ft. for	hours
Artesian flow	gpm	Date	
Temperature of water	Was a chemical analysis made	No	



# Watering Honey Bee Colonies

The value of water is often not recognized by beekeepers. The reasons are plentiful and attention must be paid to providing important moisture to a colony for its activities.

Many areas where bees are located may experience dry times during the course of the year. When intermittent creeks cease to flow and tree leaves show signs of moisture stress, bees become more noticeable to the general public. This can add up to telephone calls about honey bees collecting water from leaking faucets, bird baths, pet dishes and especially, swimming pools.

The beekeeper must provide a water source for bees if there is any likelihood the insects will forage in nearby urban areas during dry spells. Prevention is the only cure for this problem. Don't let the bees become trained to a watering place like a swimming pool. Once a water foraging pattern has been set, it is almost impossible to do anything to change it.

Locating bees near accessible water is the best way to provide a continuous supply. It is also important to make sure that any potential water supply is not contaminated. Bee deaths have occurred in areas where rainfall runoff contained pesticides or other chemicals. If no source is located nearby, providing water in the apiary is possible, but often requires a good deal of planning and thought.

Fifty five gallon barrels or other containers can be filled with water and layered on top with wood floats to keep the bees from drowning. A problem with this kind of device is potential stagnation. Standing water has been implicated in spreading disease and it is a source of mosquito reproduction. Probably the best device is one that trickles water down a wooden board or slowly drips onto an absorbent material, keeping the surface damp.

Water can also be delivered inside a colony. This has been pioneered in dry areas and was found to also protect bees from pesticide poisoning. The technique consists of inserting a feeder inside the colony filled with plain water. One similar to those used for feeding syrup is adequate. A disadvantage is that one feeder is required for each colony provided water in this fashion.

Dr. Elbert Jaycox, author of Beekeeping in the Midwest states:

"If you have a dog or cat, it is a safe bet that the animal has a water dish within your home or close to it. If you enjoy wild birds, what is the first thing you do to see more of them? You put out a bird waterer or bird bath. With livestock, whether penned or on the range, you make sure that good water is always available within a reasonable distance. But with bees, we usually put them out in the city or the country without a permanent

source of water, often without a second thought about where they can get the water they need.

“The topic of water for bees is an important one right now when brood rearing is increasing rapidly, and it does not become passe until, in temperate climates, the bees are clustered within their hive for winter. I was going to say that readily-available water is less important during a nectar flow, but we are learning that this is not always the case, at least during hot weather in arid climates.

“Let’s look at the reasons why beekeepers should provide water for bees rather than forcing them to find it wherever they can. Right now, the bees in normal, strong colonies are rearing brood—the amount increases every week. Brood food is primarily water, close to 80 percent the first day of larval growth and about 55 percent on the sixth day. No problem, you say, the bees produce larval food from the glands in their bodies. But the bees are eating stored honey with a moisture content of only 15 to 20 percent, which doesn’t give them much to draw on for larval food. However, there is water produced from the bees’ metabolism, and some of it may condense within the hive. But as soon as the bees can fly, they are out collecting water to dilute stored honey and to provide moisture in food for larvae and the queen. Without sufficient water, colonies do not develop.”

Long ago, Dr. Eva Crane reported that small colonies given only water developed more rapidly than those given syrup or those not receiving either water or syrup. In the F.A.O. book, Tropical and Sub-tropical Apiculture, Crane lists the failure to provide water as one of three serious management errors, and relates the lack of water to inadequate brood rearing and colony development. Not surprising because without 90 to 95 percent relative humidity in the cells, eggs will not hatch.

In warm weather, bees need water also for cooling the hive. W.R. Sheesley and E.L. Atkins reported in 1986 that in-field water increased bee visits to alfalfa flowers and, subsequently, the set of seed. The close source of water freed extra bees for nectar collecting. Not as many bees were required to search for and collect water.

Atkins reported in 1987 that in-hive waterers improved the ‘welfare’ of colonies equipped with them. Earlier, Moffett, Stoner and Wardecker recorded an increase in honey production from colonies with in-hive waterers. Such results are to be expected when you consider that the bees of one colony collected at least one-half gallon of water in 24 hours in experiments by A.W. Woodrow at Tucson, Arizona.

Dr. Jaycox concluded: “There are other important reasons for providing water to bees. With a nearby source of clean water, bees are less liable to collect dirty and contaminated water. They have been known to collect arsenic and insecticides in the only water available to them. Colonies provided with nearby or in-hive water have

survived better with more brood and honey production during intensive insecticide applications around them.

“Water you provide can reduce nuisance problems when bees visit swimming pools, bird baths, wet laundry, and even newly-born animals to obtain moisture. We can help ourselves now and in the future by making sure there is water in every apiary. Then, when we begin managing Africanized bees, we will have the equipment and techniques ready to make those bees more productive and to reduce their desire and need to abscond, which relates strongly to the availability of year-round water. We need more innovative, modest-priced ways to keep water in or near the apiary.”

Availability of uncontaminated water for the human population is mirrored in honey bee colonies. Reports of damage by beekeepers where bees were forced to use insecticide-contaminated water drives this point home. The fact that eggs will not hatch in dry conditions and larval feeding is to a large degree based on moisture content of food as stated by Dr. Jaycox cannot be ignored. Creatively using water in areas where pesticides are applied or under conditions where availability of moisture is marginal should be explored by the beekeeper.

Providing water is one of the most important beekeeping tasks. Many creative watering devices can be seen on [youtube.com](https://www.youtube.com) videos . Contributor Rusty Burlew published a public honey bee watering device in a park at [Corvallis, Oregon](https://www.corvallisoregon.com).

#### Works Cited:

“Discussion of Providing Water to Bees and Its Importance in Honey Bee Management.” Apis Information Resource Center, [beekeep.info/a-treatise-on-modern-honey-bee-management/managing-nutrition/watering-honey-bee-colonies/](https://beekeep.info/a-treatise-on-modern-honey-bee-management/managing-nutrition/watering-honey-bee-colonies/).

**Application to Expand the Retail Water Service Area**

10711 N Dorset Rd

Spokane, WA 99208

**Purpose:**

The use for this water will be for our family farm operations including

- Drinking for Honey Bees and Livestock
- Water for Stock tanks and mixing feed
- Water for drinking(employees) and basic hygiene

**Abstract:**

10711 N Dorset Rd is a 9.9 acre lot located on the Northwest corner of the Five mile UGA. Our lot is a family farm beekeeping operation and safe water is needed for Family, livestock, and workers. A well was drilled on 7-27-17 with a result of 0 Gal/min. Further studies have been to obtain safe water both through Whitworth and other methods have been told to us are unlikely to succeed. The Spokane City water tower is next to our property. We would like expand the UGA to have safe, potable water for our farm use. The closest neighboring wells have been decommissioned due to contamination and are connected to city water.

**Case:**

In early 2015 our family purchased a 9.9 Acre parcel located at the northwest corner of the 5-Mile area bordering the Little Spokane Area Natural Area. This parcel makes an ideal place for our farm needs at the 2400ft elevation and near 400+ acres of natural protected north of us. The property is used daily for honey bees and livestock.

Our current use of water demands the nourishment of our family, bees, and workers. The temporary solution has been to bring water using totes and containers for our daily use with bees and employees. Since 2015 we have been filling up water from our 5 mile residence and hauling over to our property. This is increasingly stressful and carries the liability of health risks due to the storage and limited supply.

Our farm workers and bees require water for daily well-being. The health liabilities we face and continuously mitigate have been from basics such as hand washing, hygiene, food preparation, restroom sanitation to more general issues such as the sanitary and adequate feeding of bees and livestock. Keeping the water storage tanks in clean healthy condition from any bacterial growth is a major challenge and the plastic containers are always a health concern for us. In hot summer months the stored water gets warm causing even more concerns.

We have spent considerable efforts and money to obtain a permanent solution for clean potable water to the property. Based on Washington Well Log reports, this area does not have any good functioning wells. The nearest wells were decommissioned and connected to city water. On July 27, 2017 drilling was performed for a water well, being unsuccessful. We worked with HGI-World, a local well siting company, to attempt to locate water but due to the interference of high power lines running in the area through the property, there does not appear to be a method to make locating successful.

Spokane County Water Resources lists the City of Spokane as our water supplier. Due to the UGA, we have been unable to obtain water from the district. We attempted to obtain water from Whitworth Water District and from Velview Water District #13. Whitworth Water District can not supply due to the distance and elevation. Velview Water District #13 cannot supply due to their wells lack of water. The City of Spokane water tower is located 50 feet from our property and is our only hope for a healthy and sanitary water source. We are in desperate need of water and The City of Spokane is our only hope!

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Pacific Lofts Application for Retail Service Area Amendment, Parcels #24051.0116, #24051.0103 and #24051.0104

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated June 7, 2019, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcels are approximately 2.73 acres, 0.91 acres and 1.82 acres for a total area of 5.46 acres located in West Plains Area south of the Spokane International Airport and I-90.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.



*Analysis:* The Subject parcels are located in the Plains Pressure Zone. Capacity exists in the Plains system to serve the subject parcels.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary. Since the subject parcels are located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcels are however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcels. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 580 feet north of the nearest subject parcel along the unimproved right-of-way of South Dowdy Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject area and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary. The subject parcels are located in the West Plains/Thorpe Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



# City of Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** June 7, 2019

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes X No
- Does the property have a prior commitment to serve water? Yes      No X
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes X No

**LEGAL DESCRIPTION: By Applicant**

Lots 5,6,7,8,9 & 10 \_\_\_\_\_ Block 1  
Addition Jamieson Park

Legal Attached: Yes/No

**PROPERTY OWNER: (Please Print)**

Name: Pacific Lofts, LLC c/o Tom Power  
Address: 719 W Saxon Dr  
Spokane, Wa 99203 \_\_\_\_\_  
Daytime Phone: 509-475-6309  
Email Address: tomcpower@gmail.com \_\_\_\_\_

Yes [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

Yes [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

 \_\_\_\_\_  
Signature of Owner or Owner's Authorized Representative  
Date 6/7/19

Tom Power \_\_\_\_\_ Member \_\_\_\_\_ 509-475-6309  
Printed Name Relationship to Owner Phone Contact #

tomcpower@gmail.com \_\_\_\_\_  
e-mail Address



**First American**

**First American Title Insurance Company  
40 E Spokane Falls Blvd  
Spokane, WA 99202**

**Exhibit A**

File No: 4259-3249464

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Spokane, State of Washington, described as follows:

*5, 6, 7, 8*  
LOTS 9 AND 10, BLOCK 1 OF JAMIESON PARK AS PER PLAT THEREOF RECORDED IN VOLUME "J" OF PLATS, PAGE 21;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON,

EXCEPT THE EAST FIVE (5) FEET THEREOF WHICH IS TO BE DEDICATED TO THE COUNTY OF SPOKANE FOR ROAD RIGHT-OF-WAY PURPOSES.

Situs Address: Vacant Land, Spokane, WA 99224

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER

*Parcel #s: 24051.0116; 24051.0103; 24051.0104*



## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Spokane Youth Sport Association Application for Retail Service Area Amendment, Parcels #35354.9042, #35354.9043 and #35354.9044

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated May 1, 2019, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcels are 9.78 acres, 4.32 acres and 4.55 acres respectively for a total of approximately 18.65 acres located in east Spokane in the Glenrose Prairie Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcels are located in the Top Pressure Zone. Sufficient Capacity exists in the Top system to serve the subject parcels.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan. A main extension would be required so therefore the water service section and the water main extension sections of CFU 3.6 apply for the subject parcels. Water service and main extension may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public Utilities, schools, libraries, parks and recreation services to meet requirements of CFU 3.6 B, 2 (c). If the facility proposal is determined to meet the intent of the exceptions granted under CFU 3.6, the subject parcels may be considered consistent with the limitations set forth in CFU 3.6. Inclusion of the subject parcels into the RSA boundary does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcels to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located within 100 feet. The developer would need to construct infrastructure improvements at their cost to extend the water service to

the subject area and shall meet all applicable standards, rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

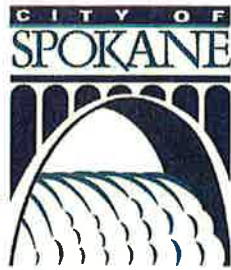
No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcels in the application may be timely for an amendment to expand the RSA boundary if the proposal is found consistent with the limitations outlined in CFU 3.6. Water service and main extension may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public Utilities, schools, libraries, parks and recreation services to meet requirements of CFU 3.6 B, 2 (c). If the facility proposal is determined to meet the intent of the exceptions granted under CFU 3.6, the subject parcels may be considered consistent with the limitations set forth in CFU 3.6. Sufficient capacity exists in the pressure zone to provide service and sufficient water rights exist to provide for the requested service. The developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcels meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** May 1, 2019

**Deadline for 120 day Response from Date of Application:** August 29, 2019

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes ☐ No ☒
- Does the property have a prior commitment to serve water? Yes ☐ No ☒
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes ☒ No ☐

\* Please see attached SYSA Letter for more information



**LEGAL DESCRIPTION: By Applicant \***

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: Yes/No \_\_\_\_\_

\* Please see attached SYSA Letter - Property legal description attached

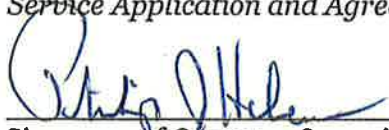
**PROPERTY OWNER: (Please Print)**

Name: Spokane Youth Sports Association  
Address: 1221 N Howard  
Spokane WA Zip 99201  
Daytime Phone: (509) 328-7972  
Email Address: phil@sysa.com

PH [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

PH [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*



Signature of Owner or Owner's Authorized Representative

April 3, 2019  
Date

Philip J. Helean Executive Director (509) 496-8638  
Printed Name Relationship to Owner Phone Contact #

phil@sysa.com  
e-mail Address

**From:** william@storhaug.com  
**Sent:** Monday, April 15, 2019 1:52 PM  
**To:** Philip Helean  
**Cc:** 'jerryd@storhaug.com'  
**Subject:** 19-026 SYSA Irv Zakheim Sports Complex  
**Attachments:** 19-026 DRAFT RWSA Application letter.pdf; 19-026 SYSA Property Legal Description.pdf; 19-026 City CFU 3.6 Packet.pdf; 19-026 Site Concept 20190312.pdf; 19-026 City CWSP and Retail Service Area maps.pdf; 19-026 City Water Utility Map.pdf; 19-026 Environmental Checklist\_2009.pdf; 19-026 MDNS 20091014.pdf; 19-026 Application letter.docx; 19-026 Application to Expand The Retail Water Service Boundary Jan 2018.pdf

Hello Philip,

Please find the attached document for your review:

- 19-026 DRAFT RWSA Application letter
- 19-026 Application to Expand The Retail Water Service Boundary Jan 2018

The rest of the attached documents are to be enclosed with the letter, also for your review, as needed:

- 19-026 SYSA Property Legal Description
- 19-026 City CFU 3.6 Packet
- 19-026 Site Concept 20190312
- 19-026 City CWSP and Retail Service Area maps
- 19-026 City Water Utility Map
- 19-026 Environmental Checklist\_2009
- 19-026 MDNS 20091014
- 19-026 Hearing Examiner 20100108

This is the letter to request the City expand its Retail Water Service Area with attachments for your review and comment. I have included a Word file of the letter if you would like to do any edits directly. I have also included the City Application for your review.

Please let us know if you have any questions or concerns.

All the best,

**William Sinclair, P.L.A.**



civil engineering | planning  
landscape architecture | surveying  
510 east third avenue | spokane, wa 99202  
p. 509.242.1000 | [www.storhaug.com](http://www.storhaug.com)



Mr. Eldon Brown, Principal Engineer  
City of Spokane - Planning and Development Services  
808 W Spokane Falls Blvd  
Spokane, WA 99201

RE: Spokane Youth Sports Association Application to Expand the Retail Water Service Area

Mr. Brown,

Spokane Youth Sports Association (SYSA), a Washington non-profit corporation, requests expansion of the City of Spokane Retail Water Service Area to include its real property located at the southeast corner of S Glenrose Road and E 37<sup>th</sup> Avenue on Spokane County Assessor's Parcels 35354.9042, 35354.9043, and 35354.9044 (see attached Legal Description of the subject property). The purpose for which this water is to be used is to meet Spokane County requirements to develop this property into a facility that will provide public parks and recreation services consistent with Capital Facilities and Utilities Goals and Policies found in the 2017 Update to the City of Spokane Comprehensive Plan (SCP) which states, in CFU 3.6, part 2-c, about the conditions for Water Main Extensions (see attached SCP, pp.5-12 to 5-14):

c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.

The proposed facility is planned to be constructed in phases, beginning in the fall of 2019, to include synthetic turf, multi-use and softball athletic fields, a parking lot, a concession building with attached shelter and restrooms, a maintenance building, a playground, and a basketball court when complete (see attached Irv Zakheim Sports Complex Concept Plan). These facilities will be available to the public for scheduled activities and general use. Development of the proposed facility will require water for fire hydrant(s), uses associated with the concession building, and water for landscape irrigation. These requirements, as currently understood, must be met for health, safety, and welfare of the public served by this facility.

According to the March 2016 Revised City of Spokane Water System Plan, the subject property is within the Coordinated Water System Boundary of the City of Spokane Water Service Area (see attached Coordinated Water System Plan with subject property highlighted). The site is adjacent to the existing City Retail Water Service Area (RWSA) within the Future Service Area (see attached City of Spokane Retail Service Area map with property highlighted). A 12" City water main has been constructed approximately 90'-100' south of the southwest corner of the subject property within the S Glenrose Road right-of-way (see attached City Water Utility map with the RWSA depicted). This water line was constructed to support a residential subdivision on the west side of Glenrose Road where the north boundary of the subdivision aligns with south boundary of the proposed project.



This project was initially proposed by Spokane South Little League, a non-profit, in 2009. As part of a Grading Permit Application, an Environmental Checklist was prepared, and public comments were received by Spokane County on the project. Spokane County issued a Mitigated Determination of Non-Significance (MDNS) with conditions that must be met for the project to be constructed. That decision was appealed, and Spokane County required additional studies and documentation associated with that appeal, which the proponent provided. The Spokane County Hearing Examiner heard the appeal and provided a decision to approve the project with some additional conditions (see attached Environmental Checklist, County MDNS Decision, and Hearing Examiner SEPA Appeal Decision).

Both the Environmental Checklist and the Hearing Examiner's Findings of Fact evidence the intent to extend City Water service to the site, that the site was in the City of Spokane sewer and water service area, and that the proposal to extend public water service to the site was consistent with the Spokane County Comprehensive Plan. Spokane County distributed the Environmental Checklist that stated the intent of the developer to extend public (City) water to the subject site for City of Spokane comment and the City did not provide comments to the contrary during their allotted comment period. The Hearing Examiner noted the intention to extend public water to the subject site several times in his Findings of Fact and supported that assertion through his statements that the subject site was "located in the City of Spokane sewer and water service area," and that the Spokane County Comprehensive Plan encouraged extension of the water main in the area through Policy CF.6.5 which recommended "ensuring that water systems for rural development include adequate water supply and distribution systems for domestic use and fire protection; per local, state and federal plans, policies and regulations."

The Spokane Municipal Code (SMC), 13.04.1921 (C), now states that "[n]ew water service connections and Certificates of Water Availability outside the boundaries of the City's Retail Water Service Area will not be approved until the City's Comprehensive Water System Plan is amended to include the area under consideration." SYSA requests that the City amend the Comprehensive Water System Plan to include the subject property in its current Retail Water Service Area. We make this request based on the public service the site will provide consistent with the City of Spokane Comprehensive Plan, and that the property was within the sewer and water service area of the City at the time the project was approved for construction following mitigations defined by Spokane County and the Spokane County Hearing Examiner upon appeal.

Sincerely,



Philip J. Helean  
Executive Director  
Spokane Youth Sports Association

Enclosed: Property Legal Description, City of Spokane Comprehensive Plan, pp.5-12 to 5-14, Irv Zakheim Sports Complex Concept Plan, Coordinated Water System Plan and Retail Service Area maps with subject property highlighted, City Water Utility map with the RWSA depicted, Environmental Checklist, County MDNS Decision, and Hearing Examiner SEPA Appeal Decision

## **SYSA Property Legal Description**

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 25  
NORTH, RANGE 43 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON

EXCEPT THE EAST 40 RODS;

EXCEPT THE NORTH 30 FEET FOR 37TH AVENUE.

AND EXCEPT THE WEST 30 FEET FOR GLENROSE ROAD

Assessor's Parcel Nos. 35354.9042, 35354.9043, 35354.9044

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 20, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Whitetail LLC Application for Retail Service Area Amendment, Parcel #35263.9141

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated February 2, 2020, is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 7.34 acres located Glenrose Prairie area of southeast Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the High Pressure Zone. Capacity exists in the High Pressure Zone to serve the subject parcel.

**Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the Alcott Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply to the subject parcel. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**2. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**3. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located approximately 550 feet southwest of the subject parcel in 29<sup>th</sup> Avenue. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject parcel and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the Alcott Joint Planning Area of the Urban Growth Boundary and sufficient capacity exists in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:



# City of Spokane

Planning Services  
Department



## Application to Expand the Retail Water Service Area

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** 2/2/2020

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes A No \_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_ No N/A
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes \_\_\_\_ No N/A

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: ☒ Yes / ☐ No

**PROPERTY OWNER: (Please Print)**

Name: Whitetail LLC  
Address: 4515 E 24th Ave  
Spokane, WA Zip 99223  
Daytime Phone: (509) 475-8859  
Email Address: \_\_\_\_\_

Int. [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

Int. [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

[Signature] 2/2/2020  
Signature of Owner or Owner's Authorized Representative Date

Cameron Napora LLC Managing Member (509) 475-8859  
Printed Name Relationship to Owner Phone Contact #

Cameronnapora@gmail.com  
e-mail Address

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Wittkopp Application for Retail Service Area Amendment, Parcel #26212.9098

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 8.80 acres located in Seven Mile Area in Northwest Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject parcel is located in the West Terrace Pressure Zone and is approximately 8.8 acres with a land use designation of R4-10. The application did

not specifically state the intended water use and the potential exists for future plating with multiple dwellings. Capacity may exist in the West Terrace Pressure Zone to serve the subject parcel, however prior to the issuance of a Certificate of Availability for any plating action a hydraulic analysis and review of the number of lots and water capacity requirements for any future plat or development must be reviewed.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* Stated previously, for consistency the City Council must approve an amendment of RSA to include the property into the RSA. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary. Since the subject parcel is located in the Urban Growth Boundary the limitations of water service outlined in CFU 3.6 do not apply. The subject parcel is however subject to all applicable State and Local rules and regulations in the plating and development of the subject parcel. Inclusion of the subject parcel into the RSA does not relieve the Developer or its agents of the requirements and process for plating and developing the subject parcel to include obtaining a new service connection or Certificate of Water Availability.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable standards, rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water main capable of providing water service to the proposed subject project area is located adjacent to the subject parcel in Nine Mile Road. The developer would need to construct infrastructure improvements at their cost to extend the water service to the subject parcel and shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed. The applicant has agreed to this requirement.
- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.
- Extension of service is necessary to protect basic health/safety/environment

**Additional Considerations:**

No additional considerations for the subject application.

Following our consistency review of the subject application we find that the subject parcel in the application may be timely for an amendment to expand the RSA boundary. The subject parcel is located in the Seven Mile Joint Planning Area of the Urban Growth Boundary and capacity may exist in the pressure zone to provide service. Sufficient water rights exist to provide for the requested service and the developer would need to secure all necessary approvals and construct infrastructure improvements at their cost to extend the water service to the subject parcel meeting all applicable development regulations.

If there are any question or if you require additional information or documentation please contact me at your convenience.

Cc: Eldon Brown, P.E. – Principal Engineer – COS Developer Services  
Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: February 17, 2020

TO: Dan Kegley, Director – Water/Wastewater Collections

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Wittkopp Application for Retail Service Area Amendment, Parcel #26212.9098

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application is located in the City of Spokane Future Service Area, in the Joint Planning Area of the UGA boundary and outside of the current City of Spokane Retail Service Area. The subject parcel is approximately 8.80 acres located in Seven Mile Area in Northwest Spokane.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA***. The submitted application is a request by the property owner to move towards the amendment of the RSA to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC as follows:

### **Duty to Serve Requirement: (WSP Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

**Requirement:** The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

**Analysis:** The Subject parcel is located in the West Terrace Pressure Zone and is approximately 8.8 acres with a land use designation of R4-10. The application did



# City of Spokane

Planning Services  
Department



## Application to Expand the Retail Water Service Area

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle. (See attached flow chart for Retail Water Service Request attached)**

**Date of Application:** \_\_\_\_\_

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

### **PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

### **PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes ✓ No \_\_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_\_ No ✓ *Ewb*
- Is the property within the City of Spokane Coordinated Water System Plan Boundary? Yes \_\_\_\_\_ No ✓ *Ewb*



**LEGAL DESCRIPTION for MARTIN WITTKOPP**

**SMALL PARCEL:** *26212.0615 Ewb*

The east 198.00 feet of the south 110.00 feet of the north 334.00 feet of LOT 1, BLOCK 6, "INGLEFORD IRRIGATED TRACTS", according to plat thereof recorded in Volume "K" of Plats, Page 42, Spokane County, Washington.  
EXCEPT County Road.

**REMAINDER:** *26212.9098 Ewb*

The east 689.11 feet of the north half of the southeast quarter of the northwest quarter of Section 21, Township 26 North, Range 42 East W.M., Spokane County, Washington.  
EXCEPT the north 165.00 feet thereof AND EXCEPT County Road.  
TOGETHER WITH the north 334.00 feet of LOT 1, BLOCK 6, "INGLEFORD IRRIGATED TRACTS", according to plat thereof recorded in Volume "K" of Plats, Page 42, Spokane County, Washington.  
EXCEPT the east 198.00 feet of the south 110.00 feet thereof AND EXCEPT County Road.

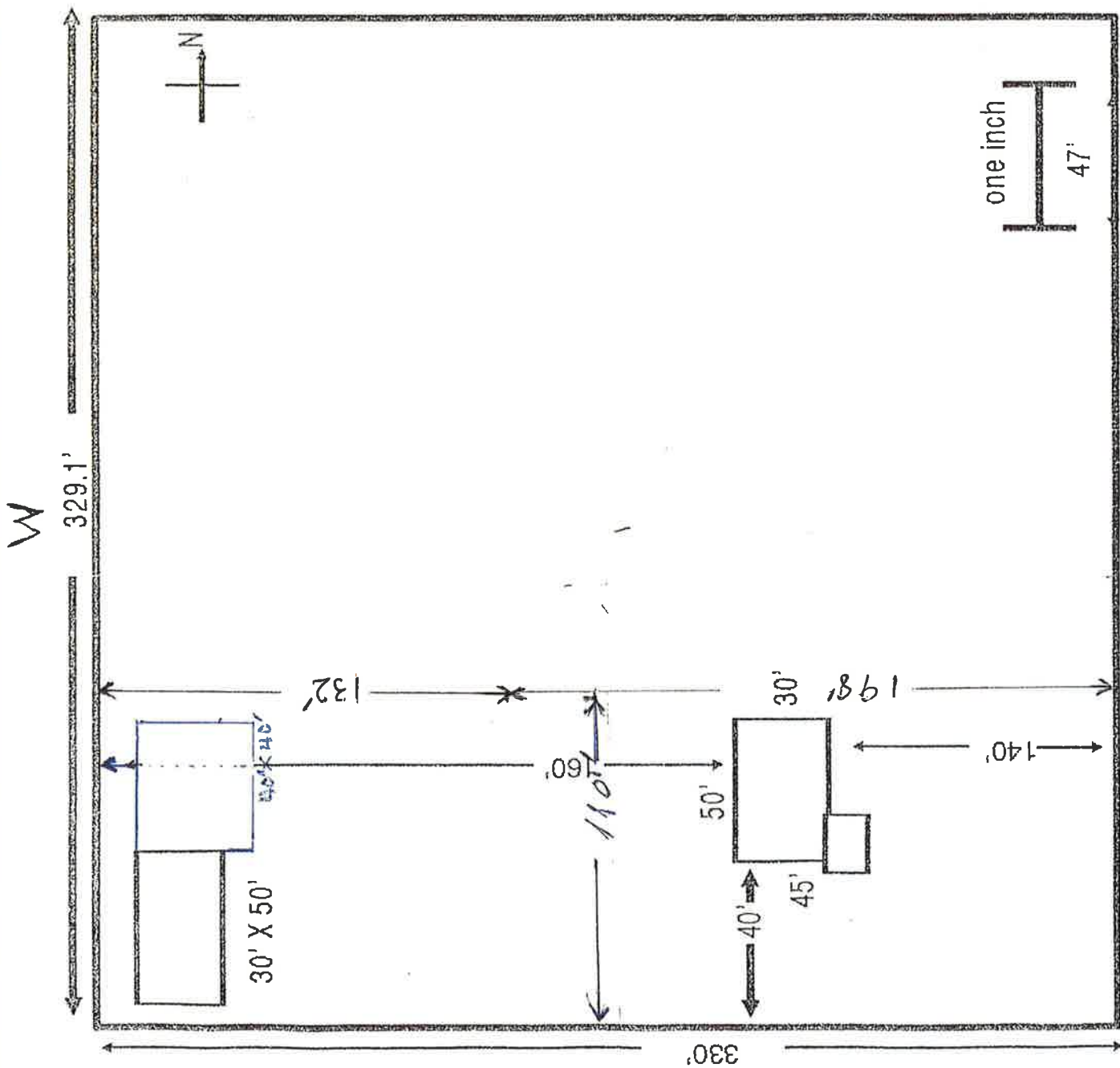
*Richard A. Main*

RAMCO Surveyors  
N. 7721 Whitehouse Dr.  
Spokane, WA. 99208

3-26-91



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## MEMORANDUM

## CITY OF SPOKANE WATER DEPARTMENT

DATE: August 27, 2020

TO: Eldon Brown, P.E., Principal Engineer – Developer Services

FROM: James Sakamoto, P.E., Principal Engineer – Water Department

SUBJ: Water Utility Consistency Review of the Maefsky Application for Retail Service Area Amendment, Parcel #26231.9207

A review of the Subject application for consistency with Section 1.8-1.9 of the City of Spokane Water System Plan (WSP), The Duty to Provide Water Service Policy, dated March 18, 2016, RCW 43.20.260, Chapter 246-290 WAC, and the City of Spokane Comprehensive plan CFU 3.6 is provided below for consideration.

The subject application dated March 20, 2020, is located in the City of Spokane Future Service Area but outside of the UGA boundary and the current City of Spokane Retail Service Area. The subject parcel is approximately 14.47 acres located in North Spokane in the Five Mile Area.

Outlined in The Duty to Provide Water Service Policy, dated March 18, 2016, to provide service outside of the Retail Service Area (RSA) the ***City Council must approve an amendment of RSA to include the property into the RSA.*** The submitted application is a request by the property owner for consideration of the subject property for inclusion in an amendment of the RSA boundary to fulfill this requirement.

The City evaluates all water service requests according to the Duty to Provide Water Service Policy and Chapter 246-290 WAC. The following is a review of the subject property for consistency with these requirements for water service.

### **Duty to Serve Requirement: (WSP, Section 1.9)**

The City of Spokane Water Department as a municipal water supplier has a duty to provide service to all new connections requested in its retail service area. Service within the retail service area will be provided when the service connection request meets all four elements stated in RCW 43.20.260:

#### **1. Capacity:**

*Requirement:* The water system has sufficient capacity to serve water to the new service requested in a safe and reliable manner. Capacity is and will be sufficient to meet all flow requirements and will not impede or reduce existing services below all required flow requirements.

*Analysis:* The Subject property is located in the Kemp Pressure Zone. Capacity exists in the system to serve the proposed lot.

**2. Consistency:**

*Requirement:* All new service requests shall be consistent with adopted State and local development regulations including but not limited to the Urban Growth Boundary and its requirements on growth and all requirements of the City of Spokane's Comprehensive Plan.

*Analysis:* The City Council must approve an amendment of RSA to include the property into the RSA. Additionally to extend service outside of the UGA the proposal must fall within the limitations to provide service outside of the urban growth areas outlined in CFU 3.6 of the City of Spokane Comprehensive Plan. Water service to this parcel is stated to be for a single family residence in the application for the subject parcel. No main extension would be required and water service would need to meet the limitations outlined in CFU 3.6 Section B. The water service connection point is proposed from the existing water main in Hawthorne Road directly east of the subject parcel. In order to meet the limitation outlined in CFU 3.6 the main must be installed prior to May 31, 2001 or the main must be located along the UGA boundary. The water main in Hawthorn Road is located in the boundaries of the Five Mile UGA and the water main extends to the Five Mile UGA boundary therefore the application appears consistent with the limitations set forth in CFU 3.6.

**3. Water Rights:**

*Requirement:* Available water rights must be sufficient to provide for all new service requested.

*Analysis:* Water Rights are sufficient to provide for the requested service.

**4. Timely and Reasonable:**

*Requirement:* The water system shall have the necessary infrastructure in place to provide for any new service or must have in the capital improvement plan, the necessary infrastructure improvements to provide for new services in a timely and reasonable manner. A developer may elect to construct infrastructure improvements at their cost, but all such infrastructure improvements shall meet all applicable rules and regulations and shall be consistent with all development regulations.

*Analysis:* A water service from the Hawthorn Road water main would be capable of providing water service to the proposed subject parcel which is directly adjacent water main. The property owner would need to construct the service at their cost to provide water service to the subject parcel and construction shall meet all applicable rules and regulations and be consistent with all development regulations.

Additional limitations listed in The Duty to Provide Water Service Policy, dated March 18, 2016 that would apply to this application includes:

- An Annexation covenant must be signed.

- Developer to pay 100% costs of construction; liability; indemnification; permitting with or without sewer and applicable liabilities.

**Additional Considerations/Circumstances:**

Additional documentation for consideration is attached to the subject application.

If there are any questions or if you require additional information, documentation or clarification of the consistency review please contact me at your convenience.

Cc: Elizabeth Schoedel – Assistant City Attorney – COS Legal

Encl:

City of  
Spokane

Planning Services  
Department



## *Application to Expand the Retail Water Service Area*

**New water service connections and Certificates of Water Availability (COA) outside the boundaries of the City's designated Retail Water Service Area as depicted in the City's Comprehensive Water System Plan shall be in accordance to SMC 13.04.1921**

**SMC 13.04.1921 provides that amendments to the Comprehensive Water System Plan to expand the Retail Water Service Area to include new customers outside of the boundaries of the Retail Water Service Area shall be considered cumulatively on an annual basis or more frequently by a vote of City Council. Requests for such amendments must be submitted prior to March 31st in order to be considered in the annual amendment cycle.**

**Date of Application:** 3-20-2020

**Deadline for 120 day Response from Date of Application:** \_\_\_\_\_

**PROPERTY OWNERS REQUESTING TO EXPAND THE RETAIL WATER SERVICE AREA MUST AGREE AND PROVIDE THE FOLLOWING:**

- Furnish a legal description and map of the area under consideration.
- State fully the purpose for which water is to be used with your application.
- Provide justification for expansion of the Retail Water Service Area with your application.
- The extension of existing water main, new lateral or service connection will be at developer's expense and must follow current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.
- Payment of all charges for the new service connection.
- Verify that any outstanding combined utility charges are paid in full.
- Pay for and provide all engineering, accepted plans and permits upon request.
- Request inspection of all underground water service line(s) on property and comply with all requirements of the City of Spokane's Water and Hydroelectric Department.
- Sign an Annexation Covenant.

**PROPERTY INFORMATION: By City of Spokane Staff**

- Is the property within the Urban Growth Area boundary? Yes \_\_\_\_ No \_\_\_\_
- Does the property have a prior commitment to serve water? Yes \_\_\_\_ No \_\_\_\_
- Is the property within the City of Spokane Coordinated Water System Plan Boundary?  
Yes \_\_\_\_ No \_\_\_\_

**LEGAL DESCRIPTION: By Applicant**

Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

Legal Attached: ☒ Yes / No ☐ Parcel #: 26133.0272

**PROPERTY OWNER: (Please Print)**

Name: Seth MaeFsky & Kristen MaeFsky  
Address: 1009 E Brooklawn Dr.  
Spokane, WA Zip 99208  
Daytime Phone: 509-879-6732  
Email Address: sethm@kw.com

Sm [Int.] I understand that extension of existing water main or new lateral will be at developer's expense per current design standards, standard plans and Water Department Rules & Regulations. Contact Developer Services for further information.

Sm [Int.] I understand that I, the Applicant, am required to comply and follow all applicable provisions for City water service as provided for in Chapter 13.04 of the Spokane Municipal Code.

*The undersigned owner or owner authorized representative agrees to comply with all rules and regulations of the City of Spokane Water and Hydroelectric Department relating to this application to expand the retail water service boundary to the property identified. If I am a representative of the owner, I certify that I am authorized by the owner to sign this Water Service Application and Agreement on the owner's behalf.*

Seth MaeFsky 3-20-20  
Signature of Owner or Owner's Authorized Representative Date

Seth MaeFsky owner 879-6732  
Printed Name Relationship to Owner Phone Contact #

sethm@kw.com  
e-mail Address



# **Application for Water Service**

**Owner: Seth and Kristen Maefsky**

**Parcel #: 26133.0272**

## **Legal Description of Parcel:**

LAFAYETTE HTS - SNYDER'S SUB PTN OF BLK 5&6 AND W15FT VAC SNYDER RD DAF: BEG AT NW COR SD BLK 5 TH E ALG N LN BLK 5 344.98FT TO NW COR E300FT SD BLK TH S300.04FT TO SW COR N300FT OF E300FT BLK 5 THE315.05FT TO C/L VAC SNYDER RD TH S876.57FT TH W60.01FT TH N86.79FT TO N LN S219.08FT BLK6 TH W599.99FT TO W LN BLK 6 TH N1091.68FT TO POB

## **Map:**

*see attached...*

## **Reasoning and Justification:**

I am requesting a water service line to provide water service to one single-family home my wife and I would like build. There are homes to the north, south, east and west of us that are served by public water and sewer. The development that borders our property directly to the west, Jesse's Bluff, has a water main and sewer main that are just a few feet from our property line in Hawthorne Rd. The distance we would need to run the water service line is only about 50-60 feet to get to our build site.

We have already received permission from Spokane County Environmental Services to connect to the sewer main in Hawthorne Rd. We are asking for the City Council's understanding in granting our parcel access to the Retail Water Service Area.

Thank you for your consideration.

Owner: Seth and Kristen Maefsky

Parcel #: 26133.0272



## Briefing Paper

### (Public Infrastructure, Environment and Sustainability Committee)

<b>Division &amp; Department:</b>	Public Works, Developer Services Center
<b>Subject:</b>	<b>Resolution 2021-0036</b> - Amend City's Retail Water Service Area to include: Parcel Numbers 35354.9042, .9043 and .9044
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ) 625-6305
<b>City Council Sponsor:</b>	Michael Cathcart
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<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)	SMC Section 13.04.1921 - City Retail Water Service Area; Policy CFU 3.6, City's Comprehensive Plan; WAC 246-290-100 (Washington State Department of Health)
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Need authorization to take this Resolution to a Public Hearing before the City Council
<b>Background/History:</b> Parcels are located outside the Urban Growth Area (UGA), outside the City's Retail Water Service (RWS) Area, but inside the City's Future Water Service Area. Applicant is requesting City water service to serve a facility that will provide public parks and recreation services. The facility is to be constructed in the Glenrose Prairie area (south of 37 <sup>th</sup> , east of Glenrose Road) in accordance with Spokane County zoning and land-use requirements.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Resolution to amend the RWS Area attached</li> <li>• Summary of criteria considered for Resolution:             <ol style="list-style-type: none"> <li>1) Water is available in a timely and reasonable manner – complies</li> <li>2) Sufficient water rights available – complies</li> <li>3) Sufficient capacity to serve – complies</li> <li>4) Consistent with requirements of local plans and regulations – <b><u>outside UGA</u></b></li> </ol> </li> </ul> <p>Policy CFU 3.6, B. City of Spokane Water Service, states:</p> <p>“Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:</p> <p style="padding-left: 40px;">2c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.”</p>	

Budget Impact:

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

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

If new, specify funding source: O&M costs for new water main

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

## **RESOLUTION 2021-0036**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Numbers 35354.9042, 35354.9043 and 35354.9044 have requested water service from the City of Spokane for purposes of developing the 9.78, 4.32, and 4.55 acre sites, respectively (18.65 acres total), into a facility that will provide public parks and recreation services located in Spokane County (Glenrose Prairie), zoned urban reserve, in accordance with Spokane County land-use requirements; and

WHEREAS, the Parcels are located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcels are located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. an existing 12-inch distribution main in Glenrose Road, located approximately 100 feet south of the nearest Parcel (35354.9044), which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the referenced Parcels; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

"Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

2c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services."

and;

WHEREAS, A letter dated May 1, 2019 from Philip J. Helean, Executive Director, Spokane Youth Sports Association, is included with this Application and it addresses water needs for development of these parcels into a facility that will provide public parks and recreations services; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of the water infrastructure and comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with these properties, finds modification of the Retail Water Service Area to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Numbers 35354.9042, 35354.9043, and 35354.9044.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Numbers 35354.9042, 35354.9043, and 35354.9044 consistent with this resolution and City code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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



## Briefing Paper

### (Public Infrastructure, Environment and Sustainability Committee)

<b>Division &amp; Department:</b>	Public Works, Developer Services Center
<b>Subject:</b>	<b>Resolution 2021-0037</b> – Amend City’s Retail Water Service Area to include: Parcel Numbers 26212.9098, 24051.9079, 24051.9077, 24051.9080, 24051.9081, 24051.0409, 24051.0116, 24051.0103, 24051.0104 and 35263.9141
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ) 625-6305
<b>City Council Sponsor:</b>	Michael Cathcart
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<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)	SMC Section 13.04.1921 - City Retail Water Service Area; Policy CFU 3.6, City’s Comprehensive Plan; WAC 246-290-100 (Washington State Department of Health)
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Need authorization to take this Resolution to a Public Hearing before the City Council
<b>Background/History:</b> Referenced parcels are located inside the Urban Growth Area (UGA), outside the City’s Retail Water Service (RWS) Area, but inside the City’s Future Water Service Area. Applicants are requesting City water service to serve parcels located in Spokane County in accordance with Spokane County zoning and land-use requirements.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Resolution to amend the RWS Area attached</li> <li>Summary of Criteria considered for Resolution:             <ol style="list-style-type: none"> <li>1) Water is available in a timely and reasonable manner – all comply</li> <li>2) Sufficient water rights available – all comply</li> <li>3) Sufficient capacity to serve – all comply</li> <li>4) Consistent with requirements of local plans and regulations – all inside UGA, all comply</li> </ol> </li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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: O&M Costs for new water mains Other budget impacts: (revenue generating, match requirements, etc.) new customer revenues	

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

## **RESOLUTION 2021-0037**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Spokane County Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 and authorizing the amendment of the City's Retail Water Service Area map on file with Washington State Department of Health.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas; retail water service areas, and future water service areas; and

WHEREAS, the above listed parcels have requested water service from the City of Spokane for purposes of serving water; and

WHEREAS, the above listed parcels are located within the Urban Growth Area (UGA) Boundary and/or joint planning areas and comply with the applicable comprehensive planning documents for their property locations; and

WHEREAS, the above listed parcels are located within the City's Future Water Service Area, but are located outside the current Retail Water Service Area, as defined in the latest Retail Water Service map; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. water booster stations / water tanks / water mains located near the properties which provide water services to neighboring and surrounding parcels; and

WHEREAS, the City has evaluated each request for water service and finds in addition to nearby water infrastructure, there are available water rights, and available capacity to provide water service to the above listed parcels; and

WHEREAS, the property owners of the above listed parcels have agreed to pay any and all costs associated with the extension of the water infrastructure and have agreed to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the property, finds modification of the Retail Water Service Area to include Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owner(s) of Parcel Numbers 26212.9098; 24051.9079; 24051.9077; 24051.9080; 24051.9081; 24051.0409; 24051.0116; 24051.0103; 24051.0104; 35263.9141 consistent with this resolution and with the Spokane City Municipal Code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service area as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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Assistant City Attorney

## Briefing Paper

### (Public Infrastructure, Environment and Sustainability Committee)

<b>Division &amp; Department:</b>	Public Works, Developer Services Center
<b>Subject:</b>	<b>Resolution 2021-0038</b> – Amend the City’s Retail Water Service Area to include: Parcel Number 26231.9207
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ) 625-6305
<b>City Council Sponsor:</b>	Michael Cathcart
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<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)	SMC Section 13.04.1921 - City Retail Water Service Area; Policy CFU 3.6, City’s Comprehensive Plan; WAC 246-290-100 (Washington State Department of Health)
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Need authorization to take this Resolution to a Public Hearing before the City Council

#### Background/History:

Parcel is located outside the Urban Growth Area (UGA), outside the City’s Retail Water Service (RWS) Area, but inside the City’s Future Water Service Area. Applicant is requesting City water service to serve 1 new home to be constructed on this parcel located on Five Mile Prairie. In 2005, the City purchased a portion of this parcel in order to build a water booster station which supports and serves the Kempe Water Tank. This Tank and booster station were constructed in 2009/2010 and provide water service to properties on Five Mile Prairie / Indian Trail in the Kempe pressure zone.

#### Executive Summary:

- Resolution to amend the RWS Area attached
- Summary of criteria considered for Resolution:
  - A) Water is available in a timely and reasonable manner – complies
  - B) Sufficient water rights available – complies
  - C) Sufficient capacity to serve – complies
  - D) Consistent with requirements of local plans and regulations – **outside UGA**

Policy CFU 3.6, B. City of Spokane Water Service, 1. Water Service Connections, states:

“Service Connections outside a UGA may be allowed only under the following conditions:  
 1b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA Boundary.” (24-inch City water main, adjacent the parcel, was built in June 2000 and the parcel existed prior to May 31, 2001.)

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



## **RESOLUTION 2021-0038**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26231.9207.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26231.9207 have requested water service from the City of Spokane for purposes of serving a new home to be constructed on 5.21 acres in Spokane County (Five Mile Prairie), zoned urban reserve; and

WHEREAS, the Parcel is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcel is located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 24-inch water main in Five Mile Road, adjacent the Parcel, which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the Parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such

services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, 1. Water Service Connections, states:

"Service connections outside a UGA may be allowed only under the following conditions:

1b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary."

WHEREAS, the City's 24-inch water main, which is located adjacent to Parcel Number 26231.9207, was built in June of 2000 and the Parcel existed prior to this date; and

WHEREAS, in 2005, the City purchased a portion of Parcel Number 26231.9207 in order to build the City's water booster station which supports and serves the Kempe Water Tank. This Tank and booster station were constructed in 2009 / 2010 and provide water service to area properties on Five Mile Prairie / Indian Trail in the Kempe Pressure Zone, where this property lies; and

WHEREAS, when this section of property was sold to the City, there may have been a representation and understanding between the City and the property owners, as a condition of the sale that the property owners could connect to the adjacent City water system when the remainder portion (26231.9207) was developed; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of a water service to connect to the adjacent water main and to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the Parcel, finds modification of the Retail Water Service Area to include Parcel Number 26231.9207 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26231.9207.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Number 26231.9207 consistent with this resolution and City code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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

## Briefing Paper

### (Public Infrastructure, Environment and Sustainability Committee)

<b>Division &amp; Department:</b>	Public Works, Developer Services Center
<b>Subject:</b>	<b>Resolution 2021-0039</b> - Amend City's Retail Water Service Area to include: Parcel Number 26142.9021
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ) 625-6305
<b>City Council Sponsor:</b>	Michael Cathcart
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<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)	SMC Section 13.04.1921 - City Retail Water Service Area; Policy CFU 3.6, City's Comprehensive Plan; WAC 246-290-100 (Washington State Department of Health)
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Need authorization to take this Resolution to a Public Hearing before the City Council
<b>Background/History:</b> Parcel is located outside the Urban Growth Area (UGA), outside the City's Retail Water Service (RWS) Area, but inside the City's Future Water Service Area. Applicant is requesting City water service to operate an existing farm (bee, livestock). Currently, water has to be hauled to the site. Applicant has pursued water service from adjoining purveyors (Vel View, Whitworth) and has drilled a well, all without success. Due to health and safety considerations of workers and employees operating the farm, the Washington State Department of Health has written a letter of support for connecting this parcel to the City water system.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Resolution to amend the RWS Area attached</li> <li>Summary of criteria considered for Resolution:               <ol style="list-style-type: none"> <li>1) Water is available in a timely and reasonable manner – complies</li> <li>2) Sufficient water rights available – complies</li> <li>3) Sufficient capacity to serve – complies</li> <li>4) Consistent with requirements of local plans and regulations – <b><u>outside UGA</u></b></li> </ol> </li> </ul> <p>Policy CFU 3.6, B. City of Spokane Water Service, states:</p> <p>“Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:</p> <p>2a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.”</p>	

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

## **RESOLUTION 2021-0039**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26142.9021.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health (WSDOH) rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26142.9021 and the WSDOH have made a specific request for water service from the City of Spokane for purposes of serving an existing family farm on 9.90 acres in Spokane County (Five Mile Prairie), zoned urban reserve; and

WHEREAS, the Parcel is located outside the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcel is located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 24-inch transmission water main in the City's Kempe Water Tank Site, near the Parcel, which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the Parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such

services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

"Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

2a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety"; and

WHEREAS, the WSDOH provided a letter dated July 15, 2019 supporting the connection of this Parcel to the City water system based upon their assessment of the health and safety considerations of the workers and employees operating the farm. Presently, water must be transported to the site for all uses necessary to operate the farm; and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of a water service to connect to the existing water main and to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the Parcel, finds modification of the Retail Water Service Area to include Parcel Number 26142.9021 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26142.9021.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Number 26142.9021 consistent with this resolution and City code.

3) Staff is authorized to seek the approval of the WSDOH for amendment of the city's water service areas consistent with this resolution and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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



## Briefing Paper

### (Public Infrastructure, Environment and Sustainability Committee)

<b>Division &amp; Department:</b>	Public Works, Developer Services Center
<b>Subject:</b>	<b>Resolution 2021-0040</b> - Amend City's Retail Water Service Area to include: Parcel Number 26133.0272
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ) 625-6305
<b>City Council Sponsor:</b>	Michael Cathcart
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<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)	SMC Section 13.04.1921 - City Retail Water Service Area; Policy CFU 3.6, City's Comprehensive Plan; WAC 246-290-100 (Washington State Department of Health)
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Need authorization to take this Resolution to a Public Hearing before the City Council

Background/History:

Parcel is located outside the Urban Growth Area (UGA), outside the City's Retail Water Service (RWS) Area, but inside the City's Future Water Service Area. Applicant is requesting City water service to serve 1 new home to be constructed on this 14.47-acre parcel on Five Mile Prairie. An existing city water main in Hawthorne Road and this parcel are both located adjacent the UGA boundary.

Executive Summary:

- Resolution to amend the RWS Area attached
- Summary of criteria considered for Resolution:
  - 1) Water is available in a timely and reasonable manner – complies
  - 2) Sufficient water rights available – complies
  - 3) Sufficient capacity to serve – complies
  - 4) Consistent with requirements of local plans and regulations – **outside UGA**

Policy CFU 3.6, B. City of Spokane Water Service, states:

“Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

- 1b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA Boundary.”

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

## **RESOLUTION 2021-0040**

A RESOLUTION relating to modification of the City of Spokane's Retail Water Service Area to include Parcel Number 26133.0272.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan at least every ten (10) years; and

WHEREAS, the City of Spokane's Comprehensive Water System Plan pursuant to Washington State Department of Health rules and regulations defines existing water service areas, retail water service areas, and future water service areas; and

WHEREAS, the property owners of Parcel Number 26133.0272 have requested water service from the City of Spokane for purposes of serving one (1) home to be constructed on 14.47 acres in Spokane County (Five Mile Prairie), zoned urban reserve; and

WHEREAS, the Parcel is located outside but adjacent to the Urban Growth Area (UGA) Boundary; and

WHEREAS, the Parcel is located within the City's Future Water Service Area, but outside the current Retail Water Service Area; and

WHEREAS, in order to extend water service, the Spokane Municipal Code requires City Council amendment to expand the Retail Water Service Area; and

WHEREAS, the Water Department has infrastructure, i.e. a 10-inch distribution main in Hawthorne Road that terminates at the west boundary of the Parcel near the north end, which provides water service to neighboring and surrounding parcels; and

WHEREAS, the City's water infrastructure has available water rights and capacity to provide water service to the Parcel; and

WHEREAS, Policy CFU 3.6 of the City's Comprehensive Plan provides that expansion of the City's water service outside the UGA may be allowed when such

services are financially supportable at rural densities and do not permit urban development; and

WHEREAS, Policy CFU 3.6, B. City of Spokane Water Service, states:

"Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:

1b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA Boundary"; and

WHEREAS, the main and the Parcel requesting connection are both located adjacent to the UGA Boundary: and

WHEREAS, the property owners have agreed to pay all costs associated with the extension of a water service to connect to the existing water main and to comply with the City's design and construction requirements, including signing an annexation covenant; and

WHEREAS, the City Council of the City of Spokane after careful consideration of the specific facts associated with the Parcel, finds modification of the Retail Water Service Area to include Parcel Number 26133.0272 to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane:

1) The amendment of the Retail Water Service Area Map is hereby approved to include Parcel Number 26133.0272.

2) Staff is directed and authorized to prepare and enter a water supply or service agreement with the owners of Parcel Number 26133.0272 consistent with this resolution and City code.

3) Staff is authorized to seek the approval of the department of health for amendment of the city's water service areas consistent with this resolution

and other resolutions adopted to amend city water service areas as necessary.

Adopted and approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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

## 2021 Applications to Amend the City of Spokane Retail Water Service Boundary (Summary of Criteria Considered for each Application)

Application Parcel Number	Water is Available in a timely and reasonable manner	Sufficient water rights available	Sufficient capacity to serve	Consistent with requirements of local plans and regulations
<b>26212.9098</b>	Complies – adjacent to water main, service connection required	Complies	Complies	Inside UGA - Complies
<b>35354.9042, .9043, .9044</b>	Complies – Developer to extend	Complies	Complies	<u>Outside UGA</u> – compliance with CFU. 3.6 (public services?)
<b>24051.9079</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9077</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.9080, .9081</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0409</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>24051.0116, .0103, .0104</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26231.9207</b>	Complies – adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – adj. water main constructed in 2000
<b>26142.9021</b>	Complies - adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – compliance with CFU 3.6 – health hazard for existing farm use?
<b>35263.9141</b>	Complies – Developer to extend	Complies	Complies	Inside UGA - Complies
<b>26133.0272</b>	Complies- adjacent to water main, service connection required	Complies	Complies	<u>Outside UGA</u> – complies with CFU 3.6 – borders UGA Boundary

also take into consideration any possible environmental or health issues associated with regional utility corridors.

### **CFU 3.4 Natural and Man-Made Disasters**

*Continue to participate in a coordinated regional plan for the provision of public services in the event of natural or man-made disasters.*

### **CFU 3.5 Uniformity of Standards**

*Collaborate with Spokane County to ensure that the City of Spokane's engineering, land use and related level of service standards are applied throughout the adjacent Urban Growth Area (UGA).*

**Discussion:** Regardless of which jurisdiction administers development in the unincorporated portions of the city's UGA, it is imperative that engineering standards, land use patterns and development densities correspond to city standards so that services may be provided by the city in an efficient and cost effective manner once those lands are annexed by the city.

### **CFU 3.6 Limitation of Services Outside Urban Growth Areas**

*Limit the provision of water and sewer service by the City of Spokane outside Urban Growth Areas (UGAs) to areas where exceptions apply.*

**Discussion:** It is appropriate for the City of Spokane to extend or expand water and sewer services outside UGAs in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development. (RCW 36.70A.110(4)). The intent of this policy is to provide for connection and/or expansion of the city's public utility infrastructure outside Urban Growth Areas in limited situations consistent with the Growth Management Act and the County Wide Planning Policies for Spokane County, where the long term viability of the city and the health and safety of residents of the rural areas are balanced with maintaining the character of the rural areas and sound planning principles.

Provision of services outside the Urban Growth Area shall meet the following requirements:

#### **A. City of Spokane Sewer Service**

1. **Sewer Service Connections.** Sewer Service Connections to property outside UGAs will be approved only if the connection is to existing infrastructure with surplus capacity, and one or both of the following conditions for exception exists:



- a. The Spokane Regional Health District or the Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.
    - c. Contingent upon mutual agreement of the City Council and the Board of County Commissioners, sewer service outside designated urban growth areas may be allowed for the purpose of protecting the sole source Aquifer, subject to additional conditions and as allowed by state law.
  2. Sewer Main Extensions. Any mains extended outside UGAs after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's sewer utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in 1. (a.), (b.), and (c.) above.
- B. City of Spokane Water Service. Expansion of City of Spokane water service outside a UGA may be allowed in the following limited cases:
  1. Water Service Connections. Service connections outside a UGA may be allowed only under the following conditions:
    - a. Connections required under 2.(a), (b), (c), and (d) below;
    - b. Connections may be allowed to parcels directly adjacent to a main if the parcel existed and the main was installed prior to May 31, 2001, or the main is located along a UGA boundary.
  2. Water Main Extensions
    - a. The Spokane Regional Health District or Washington State Department of Health has determined that an existing development poses an immediate threat to public health or safety.
    - b. A written commitment for service to a vested development was made by the City of Spokane prior to the adoption of the City of Spokane's Comprehensive Plan under RCW 36.70A.





- c. The main may supply services to premises used to provide public services typically provided by government-owned facilities which are allowed outside a UGA. A public service may include, but is not limited to, law enforcement, fire protection, public utilities, schools, libraries, parks and recreation services.
  - d. The main may supply service to a Rural Cluster Development approved by the County within an area zoned Urban Reserve subject to the platted streets directly bordering each lot meeting city Standards and sewer mains being installed in these platted streets concurrent with water main installations. If conditions 1 and 2 in Section A are not met, the sewer mains shall be "dry lines" until connections are allowed by State Law and orders to connect are issued by the city as addressed in Section C.
  - e. All costs associated with the extension of water infrastructure subject to this policy will be borne by the proponent.
  - f. Any water infrastructure extended or located outside a UGA after May 31, 2001, shall be for the overall operational benefit and efficiency of the City of Spokane's water utility system. Such extensions shall be for transmission purposes only with no connections allowed except for as allowed in (a), (b), (c), (d), and (e) above.
- C. General Provisions. All owners of property outside UGAs that are allowed to connect to the city's utilities shall sign a binding agreement to annex when requested to do so by the city. In the case of connections to the Water Utility only, the binding agreement shall also provide that the property owner agrees to connect to the City of Spokane's sewer system at the property owner's sole expense when requested to do so by the city. In addition, all exceptions shall be considered within the context of overall cumulative impacts on capacity and level of service obligations in accordance with the city's Capital Facilities Program, Six-Year Capital Improvement Plans and Concurrency Management System. Except for the limited exceptions addressed herein, the rural population allocation shall be accommodated without reliance on the extension of public services.

This policy does not limit the city's authority to impose additional conditions, require a developer agreement that includes a requirement for payment of



mitigation fees, or modify existing conditions on extensions of water or sewer service outside of urban growth areas.

In all cases, water or sewer service can be extended only if:

1. It can be done in a timely and reasonable manner; and,
2. Ground water resources and the sole source Aquifer can be protected by concurrently connecting the premise to a public sewer or reasonable accommodations are made to connect to a public sewer as soon as allowed by law; and,
3. A developer agreement incorporating mitigation requirements is approved by City Council.

*See City of Spokane Water System Plan.*

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## CFU 4 SERVICE PROVISION

**Goal: Provide public services in a manner that facilitates efficient and effective delivery of services and meets current and future demand.**

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### **Policies**

#### **CFU 4.1 Compact Development**

*Promote compact areas of concentrated development in designated centers to facilitate economical and efficient provision of utilities, public facilities, and services.*

**Discussion:** Infill and dense development should be encouraged where excess capacity is available since compact systems are generally less expensive to build and maintain.



#### **CFU 4.2 Access to Utility Easements**

*Require that subdivision and building regulations protect and preserve access to utility easements.*

**Discussion:** In order to facilitate timely repair and reduce the duration of power outages, it is important that access to electrical, cable, and telephone transmission facilities be available and unobstructed at all times.

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	City Council		
<b>Subject:</b>	A Resolution using power agreement financial benefits from the Waste to Energy Plant to plan for a transition to less carbon intensive waste management strategies.		
<b>Date:</b>	May 24, 2021		
<b>Contact (email &amp; phone):</b>	Breean Beggs; <a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>		
<b>City Council Sponsor:</b>	Breean 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>			
<b>Strategic Initiative:</b>			
<b>Deadline:</b>			
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)			
<b>Background/History:</b> Recently passed state legislation prohibits electric power companies from entering into Power Purchase Agreements (PPA) longer than 5 years for certain types of generation, including the incineration of municipal solid waste. This resolution does two things: <ol style="list-style-type: none"> <li>1. Declares Council support for the City to petition the UTC to allow the City to enter a longer term PPA at the WTE facility so that we can achieve higher revenues than those available under short term contracts.</li> <li>2. Directs any increase in net revenues derived from a longer term PPA be used towards waste reduction strategies and carbon emissions reductions at the WTE facility even if those power revenues are lower than current power agreement revenues.</li> </ol>			
<b>Executive Summary:</b>  Purpose of this resolution: <b>NOW, THEREFORE, BE IT RESOLVED</b> that the City of Spokane should petition the Washington Utilities and Transportation Commission for confirmation that RCW 80.80 does not preclude an investor-owned utility from entering into a Power Purchase Agreement longer than five years for the output of the City's Waste to Energy Plant because the Waste to Energy Plant is not a baseload electric generation power plant.  <b>BE IT ALSO RESOLVED</b> that the City shall invest all the net increased revenues derived from such a ruling resulting in a power agreement longer than five years as compared to the revenues from a shorter agreement to reducing the greenhouse gas emissions from the Waste to Energy Plant through waste diversion strategies including, but not limited to, reducing consumer waste, increasing composting and recycling, and investing in promising technologies and systems intended to capture carbon and reduce the need for landfill and incineration.			
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			

Operations Impact:

Consistent with current operations/policy?

☐

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☐

No

☐

N/A

Specify changes required:

Known challenges/barriers:

## RESOLUTION NO. 2021-\_\_\_\_\_

A Resolution using power agreement financial benefits from the Waste to Energy Plant to plan for a transition to less carbon intensive waste management strategies.

**WHEREAS**, the City of Spokane and the State of Washington have adopted 100% clean energy targets by 2030 and 2045 respectively; and

**WHEREAS**, The City of Spokane's Waste to Energy (WTE) facility emitted the equivalent of more than 230,000 metric tons of carbon dioxide into the atmosphere in 2016, and does so annually; and

**WHEREAS**, when the WTE was commissioned, its emissions of greenhouse gases were fewer than if the waste had been shipped to a landfill; and

**WHEREAS**, cities, states, businesses, and individual consumers across the globe have come to the realization that linear waste models that end in landfill or incineration are obsolete models leading to unsustainable resource management practices; and

**WHEREAS**, cities, states, businesses, and individual consumers across the globe are investing in circular models of waste management to eliminate the need for large landfills or incinerators and are favoring strategies to protect limited resources through redesigning, repurposing, and rethinking manufacturing and consumption; and

**WHEREAS**, local, state, and national governments are enacting policies aimed at reducing packaging and printed paper waste through extended producer responsibility laws; and

**WHEREAS**, Washington State and other jurisdictions have already banned some hard to recycle products like polystyrene foam, and are in the process of evaluating other materials that end up polluting our air, water, and land; and

**WHEREAS**, the Washington legislature, since 2019, has twice passed legislation to create a regional industrial symbiosis system designed to enable industries to share 'secondary resources' where one industry's waste becomes another industry's resource; and

**WHEREAS**, according to the latest waste characterization study conducted by the Washington Department of Ecology, approximately 50% of the waste incinerated at Spokane's WTE plant is either compostable, or easily recyclable which means those resources have a higher and better use than incineration; and

**WHEREAS**, the Clean Energy Transformation Act (2019) enacted into State law is designed to eliminate all greenhouse gas-emitting electricity generation by 2045, and future state and federal laws limiting carbon emissions will likely create a situation where operating the WTE plant for waste management under current protocols will not only be

detrimental to the environment, it will also create financial disadvantages for Spokane ratepayers.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Spokane should petition the Washington Utilities and Transportation Commission for confirmation that RCW 80.80 does not preclude an investor-owned utility from entering into a Power Purchase Agreement longer than five years for the output of the City's Waste to Energy Plant because the Waste to Energy Plant is not a baseload electric generation power plant.

**BE IT ALSO RESOLVED** that the City shall invest all the net increased revenues derived from such a ruling resulting in a power agreement longer than five years as compared to the revenues from a shorter agreement to reducing the greenhouse gas emissions from the Waste to Energy Plant through waste diversion strategies including, but not limited to, reducing consumer waste, increasing composting and recycling, and investing in promising technologies and systems intended to capture carbon and reduce the need for landfill and incineration.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Approval to apply for Law Enforcement Mental Health and Wellness Act through the U.S. Department of Justice.
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Mike McNab <a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 835-4514
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Major Mike McNab
<b>Committee(s) Impacted:</b>	PIES
<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)	
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SPD would like approval to apply for Law Enforcement Mental Health and Wellness Act grant through the U.S. Department of Justice, Officer of Community Oriented Policing Services.
<b>Background/History:</b> This grant would be used to improve the delivery of and access to mental health and wellness services for law enforcement officers through, training, family resources, suicide prevention, and periodic wellness checks.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>24 month grant period begins on 09/01/2021</li> <li>Maximum award \$125,000</li> <li>Application deadline June 2<sup>nd</sup>, 2021</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Proposed SBO Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers: None	

U.S. Department of Justice  
Office of Community Oriented Policing Services



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Law Enforcement Mental Health and Wellness Act (LEMHWA) Solicitation

Assistance Listing #:	16.710
Grants.gov Opportunity Number:	O-COPS-2021-75013
Solicitation Release Date:	April 23, 2021 12:00 PM
Grants.gov Deadline:	June 02, 2021 7:59 PM
Application JustGrants Deadline:	June 03, 2021 7:59 PM

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## Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, <https://cops.usdoj.gov>) is pleased to announce that it is seeking applications for funding for the COPS Office FY 2021 Law Enforcement Mental Health and Wellness Act (LEMHWA) program. LEMHWA funds are used to improve the delivery of and access to mental health and wellness services for law enforcement officers through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.

The COPS Office welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any other entities carrying out the federal award must be identified as proposed subrecipients. The applicant must be the entity that would have primary responsibility for carrying out the awards, including administering the funding and managing the entire project. The terms and conditions of the federal award are also applicable to subrecipients.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

### Eligible Applicants:

Other

### Other

This solicitation is open to all local, state, tribal, and territorial law enforcement agencies.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2021 DOJ discretionary grant funding, either as a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

## Contact Information

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to [support@Grants.gov](mailto:support@Grants.gov), or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact JustGrants Support at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) or 833-872-5175. JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov). The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.



## Submission Information

The application period for the FY 2021 Law Enforcement Mental Health and Wellness Act (LEMHWA) program begins **April 23, 2021**. All applications must be submitted by **June 3, 2021, at 7:59 p.m. ET**. Applications submitted after **June 3, 2021** will not be considered for funding.

**Registration:** To submit an application, all applicants must obtain a Data Universal Number System (DUNS) number and register online with the System for Award Management (SAM) and Grants.gov.

**Submission:** Completing an application is a two-step process:

1. Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and if applicable the SF-LLL, and submit it through the [Grants.gov website](#).
2. Once the SF-424 has been submitted via Grants.gov, the applicants will complete the full application including providing attachments in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the "Application and Submission Information" section of this solicitation.

All guidance for this program is contained in this Solicitation and can also be found at <https://cops.usdoj.gov/lemhwa>. In addition to this Solicitation, the COPS Office is providing [Additional Supplemental Materials](#) to help guide applicants through the process.

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## Program Description

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as violent crime, nonviolent crime, and fear of crime.

Law Enforcement Mental Health and Wellness Act (LEMHWA) program funds are used to improve the delivery of and access to mental health and wellness services for law enforcement officers through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.

With this funding, the COPS Office supports projects that allow for the identification and expansion of promising practices and produces knowledge products that follow the principles of good guidance:

- Quality-driven, with an emphasis on action statements to drive promising practices and reduce variations in performance
- Evidence-based, with recommendations that are consistent with the weight of the best available evidence identified through systematic review
- Accessible, with clear language and manageable lengths that are appropriate and relevant for the law enforcement field
- Memorable, to encourage immediate actions or aid for the complex situations law enforcement professionals face

To read an overview of the principles of community policing, please see the COPS Office publication [Community Policing Defined](#).

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community. Law enforcement plays a vital role in each of these areas, through developing and maintaining meaningful relationships with all segments of their communities, and working in partnership with those communities to provide effective crime prevention, intervention, and response services and resources. For all Fiscal Year 2021 COPS Office grant solicitations, applicants should consider these priorities when applying for COPS Office funding to advance community policing, and address these strategic planning priorities within their applications as applicable.

## Statutory authority

This program is authorized under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

## Program-specific information

This solicitation is being announced as an open competition.

Please note that applicants may submit multiple applications, but you must submit a separate application for each project. Any application that does not clearly state the solicitation, may not pass the basic minimum requirement phase of the review process.

The following sections will provide further background, requirements, and details for your application. In addition, all applicants should keep the following general requirements in mind:

- All award recipients will be expected to begin work immediately upon selection and notification of award.
- For all identified deliverables, the applicant must adhere to the requirements set forth in the *COPS Office Curriculum Standards and Review Process Guides*, which can be found at <https://cops.usdoj.gov/training>.
- For all identified deliverables, the applicant must adhere to the requirements set forth in the COPS Office conference request approval process.
- For all identified deliverables, the applicant should adhere to the [COPS Office Editorial and Style Manual](#). For projects that propose site-specific work, letters of support from the targeted agencies are strongly encouraged.

With any programmatic questions, please contact the COPS Office Response Center at 800-421-6770 or send questions via email to [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov). The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

## LEMHWA Implementation Projects

Multiple awards, up to \$125,000 each

Good mental and psychological health is just as essential as good physical health for law enforcement officers to be effective in keeping our communities safe from crime and violence. The Law Enforcement Mental Health and Wellness Act (LEMHWA) program supports efforts to protect the mental health and well-being of law enforcement officers and deputies. Unfortunately, the

stress of officers' work and stigma associated with seeking assistance for emotional and mental health issues has led to negative consequences such as divorce, alcoholism, injury, and even an increase in suicides for officers across the country.

As part of the act, Congress authorized the COPS Office to fund state, local, and tribal law enforcement agencies to implement new or enhance existing programs that offer training and services on officer emotional and mental health such as peer mentoring, suicide prevention, stress reduction, and police officer family services.

The LEMHWA Implementation Projects topic area aims to support state, local, tribal, or territorial law enforcement agencies. Proposed projects may serve one agency, a consortium of agencies, or personnel from agencies located within a county or state.

### **Projects out of scope**

- Applicants that are not state, local, tribal, or territorial law enforcement agencies will not be considered.
- Projects that do not develop or enhance training, programming, or support services focused on officer emotional and mental health, suicide prevention, and peer and officer family support services will not be considered.
- Projects that exclusively seek to purchase technology, software or mobile applications, or equipment without offering broader training, programming, or services to support those tools will not be considered.
- Projects that focus on health screenings or fitness programs will not be considered.

### **Additional requirements**

Applicants are strongly encouraged to refer to both the [LEMHWA Report to Congress](#) and the accompanying [Eleven Case Studies](#) for ideas to assist them in designing new or enhanced programs in support of wellness and resiliency in their agency. Programs must focus on providing training, programming, and support services in law enforcement emotional and mental health, including such things as suicide prevention, peer mentoring, clinical support, and family support services. Programs may also serve agency civilian staff such as crime scene technicians, dispatchers, and others who may regularly experience some of the same trauma exposure.

The application questions should also address the following:

- How the proposed program activities will support wellness in the agency(ies) served
- The intended service area and size of the program (e.g., one agency, more than one agency)
- The privacy protections that will be put in place for anyone using the support services
- The subject matter expertise of the project leadership Reported outcomes of the program activities

### **Deliverables**

The primary deliverable of these awards will be the provision of training, programming, and support services focused on officer emotional and mental health, including suicide prevention efforts, peer support, and clinical and family support services for the target markets.

Other deliverables that document the applicants' efforts, lessons learned, and promising practices and can be shared with the broader law enforcement field are encouraged. These deliverables may be articles, conference presentations, webinars, brief reports, or other tools that benefits other law enforcement agencies.

Successful applicants may have the opportunity to participate in a community of practice with other award recipients to promote the exchange of promising practices and help the COPS Office share ideas and lessons learned with the broader field.

### **Program Goals**

Under this solicitation, the COPS Office seeks to support projects that allow for the identification and expansion of promising practices and produces knowledge products that follow the principles of good guidance:

- Quality-driven, with an emphasis on action statements to drive promising practices and reduce variations in performance
- Evidence-based, with recommendations that are consistent with the weight of the best available evidence identified through systematic review
- Accessible, with clear language and manageable lengths that are appropriate and relevant for the law enforcement field
- Memorable, to encourage immediate actions or aid for the complex situations law enforcement professionals face

### **Project-Specific Goals**

Applicants should explain in the application questions how they will accomplish the following general categories when developing their own specific project goals. Applicants should cite any relevant research or methodology as appropriate.

**Develop knowledge.** Please explain how you will develop new knowledge or leverage existing knowledge about community policing activities and strategies that show promise.

**Increase awareness.** Please explain how you will increase the number of agencies and individuals who are aware of the most effective community policing strategies.

**Increase skills and abilities.** Please explain how you will increase the skills and abilities of law enforcement agencies, relevant stakeholders, and individuals to engage in proven community policing practices.

**Increase practice.** Please explain how you will increase the number of law enforcement agencies, relevant stakeholders, and individuals using proven community policing practices.

**Institutionalize practice.** Please explain how you will increase the number of law enforcement agencies, relevant stakeholders, and individuals that systematically use and integrate proven community policing strategies as part of their routine business and will continue to engage in these practices for the foreseeable future.

Applicants should also consider the COPS Office performance measures when developing their own specific project goals and activities, which can be found in the "Performance Measures" section of this application.

## **Federal Award Information**

### **Awards, Amounts and Durations**

#### **Anticipated Number of Awards**

57

#### **Anticipated Maximum Dollar Amount of Awards**

\$125,000.00

#### **Period of Performance Start Date**

9/1/21 12:00 AM

#### **Period of Performance Duration (Months)**

24

#### **Anticipated Total Amount to be Awarded Under Solicitation**

\$8,000,000.00

### **Federal Award Information**

Depending on the quality of applications received and the availability of funding, the COPS Office may not fund every subcategory or may make additional or larger awards under one or more subcategories. In addition, the COPS Office reserves the right to revise the scope of the project in your application submission and modify the associated budget proposal accordingly.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. With limited funding, the COPS Office expects a competitive solicitation.

### **Length of award**

The COPS Office expects to make the project period for all awards 24 months.

### **Type of award**

The COPS Office will make all awards from the LEMHWA solicitation in the form of grants, which does not provide for substantial involvement between the federal awarding agency and the nonfederal entity in carrying out the activity contemplated by the federal award. Grant recipients will be responsible for day-to-day project management and may reach out to the COPS Office with assistance in implementing the award. However, grant recipients will need to work with the COPS Office program manager in situations stated in the terms and conditions, such as scope changes, extensions, or conference request approvals.

### **Cost sharing or match**

There is no requirement for cost sharing or a local match these awards.

## Financial management and system of internal controls

Award recipients and subrecipients must, as set out in the Uniform Guidance at 2 C.F.R. § 200.303, do the following:

- Establish and maintain effective internal control over the federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- Evaluate and monitor [the recipient’s (and any subrecipient’s)] compliance with statutes, regulations, and the terms and conditions of federal awards.
- Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency designates as sensitive or [the recipient (and any subrecipient)] considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

## Administrative actions and legal remedies related to federal awards

Please be advised that an application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Misuse of COPS Office funds or failure to comply with all COPS Office award requirements may result in legal sanctions including suspension and termination of award funds, the repayment of expended funds, ineligibility to receive additional COPS Office funding, and other remedies available by law.

Under the False Claims Act, any credible evidence that a person has submitted a false claim or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving COPS Office funds may be referred to the Office of Inspector General (OIG). The OIG may be contacted at [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov), <https://oig.justice.gov/hotline/index.htm>, or 800-869-4499.

## Eligibility Information

This solicitation is open to all local, state, tribal, and territorial law enforcement agencies.

## Application and Submission Information

This section describes in detail what an application must include. Failure to submit an application that contains all of the specified elements may negatively affect the review of its application; and, should a decision be made to make an award, such failure may result in the inclusion of award conditions that prevent the recipient from accessing or using award funds until the recipient satisfies the special conditions and the COPS Office makes the funds available. Applicants must comply with any word and field limit requirements described in this solicitation.

Moreover, applicants should anticipate that an application that the COPS Office determines does not address the scope of the solicitation or does not include the application elements that the COPS Office has designated to be critical will neither proceed to peer review nor receive further consideration. For this solicitation, the COPS Office has designated the following application elements as mandatory:

- Application Questions (must respond to the application questions under the “Data Requested with Application” section)
- Budget Narrative (must be submitted as an attachment in the “Budget/Financial Attachments” section) Budget Detail Worksheets (must use the web-based forms in “Budget and Associated Documentation” section)
- Résumés/Curricula Vitae of Key Personnel (must be submitted as an attachment in the “Additional Application Component” section)

**Do not wait until the application deadline date to begin the application process. The application may take several days to complete, and if you wait until the application deadline date, you may be unable to submit your application by the deadline.** Applications must first be submitted through Grants.gov. Once the Grants.gov portion of the application is complete and processed, applicants will submit the full application via JustGrants. No other form of application will be accepted. Applications with errors or missing information may be disqualified or rated accordingly. Please note that the application system will not accept incomplete applications or applications with errors.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to [support@Grants.gov](mailto:support@Grants.gov), or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.



For technical support with the Justice Grants System (JustGrants) application, please contact the JustGrants Support at **JustGrants.Support@usdoj.gov** or 833-872-5175. The JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to **AskCopsRC@usdoj.gov**. The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

## 1. Obtain or confirm a DUNS number

Estimated timeframe: up to five business days to obtain the DUNS number

The Federal Government requires that all applicants for federal awards, with the exception of individuals other than sole proprietors, have a Data Universal Numbering System (DUNS) number prior to application submission. The DUNS number is used to identify related organizations that are receiving funding under awards and to provide consistent name and address data for electronic award application systems. A DUNS number may be obtained by telephone at 866-705-5711 or via the Internet at <https://fedgov.dnb.com/webform>.

### Data Universal Numbering System (DUNS) number

- The DUNS number is a unique nine- or thirteen-digit identification number provided by Dun & Bradstreet (D&B).
- The DUNS number is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) may be assigned a different DUNS number. Organizations should try to keep DUNS numbers to a minimum. In many instances, a central DUNS number with a DUNS number for each major division, department, or agency that applies for an award may be sufficient.
- You should verify that you have a DUNS number or take the steps needed to obtain one as soon as possible, if there is a possibility you will be applying for future federal awards.
- **If you already have a DUNS number.** If you, as the entity applying for a federal award agreement, previously obtained a DUNS number in connection with the federal acquisition process or requested or had one assigned to you for another purpose, you should use that number on all of your applications. It is not necessary to request another DUNS number from D&B. You may request D&B to supply a family tree report of the DUNS numbers associated with your organization. Organizations should work with D&B to ensure the right information is on the report. Organizations should not establish new numbers but use existing numbers and update or validate the information associated with the number.
- If you are not sure whether you have a DUNS number, call D&B using the toll-free number 866-705-5711 and indicate that you are a federal award applicant or prospective applicant. D&B will tell you if you already have a number. If you do not have a DUNS number, D&B will ask you to provide the information listed in the following section and will immediately assign you a number free of charge.

### To obtain your DUNS number

- The requestor may obtain a DUNS number via the Internet at <https://fedgov.dnb.com/webform>.
- The requestor may also obtain a DUNS number via telephone at 866-705-5711. The phone is staffed from 8:00 a.m. to 6:00 p.m. (local time of the caller when calling from within the contiguous United States). Calls placed outside of those hours will receive a recorded message requesting the caller to call back between the operating hours. The process to request a number takes about 5–10 minutes. A DUNS number will be assigned at the conclusion of the call. You will need to provide the following information:
  - Legal name of your organization
  - Headquarters name and address for your organization
  - Doing business as (DBA) or other name by which your organization is commonly known or recognized Physical address, city, state, and ZIP code
  - Mailing address (if separate from headquarters and/or physical address) Telephone number
  - Contact name and title
  - Number of employees at your physical location

### Managing your DUNS number

- D&B periodically contacts organizations with DUNS numbers to verify that their information is current. Organizations with multiple DUNS numbers may request a free family tree listing from D&B to help determine what branches or divisions have numbers and whether the information is current. Please call the dedicated toll-free DUNS number request line at 866-705-5711 to request your family tree.
- D&B recommends that organizations with multiple DUNS numbers have a single point of contact for controlling DUNS number requests to ensure that the appropriate branches or divisions have DUNS numbers for federal purposes.

- As a result of obtaining a DUNS number you have the option to be included on D&B's marketing list that is sold to other companies. If you do not want your name or organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.
- Obtaining a DUNS number is absolutely free for all entities doing business with the Federal Government. This includes award and cooperative agreement applicants or prospective applicants and federal contractors. Be certain to identify yourself as a federal award applicant or prospective applicant.

## **2. Register in the SAM database or confirm SAM number**

Estimated timeframe: up to 10 business days to complete (if you do not have an EIN, the process can take up to 5 weeks)

In addition, all applicants are required to maintain current registrations in the System for Award Management (SAM) database. The SAM database replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. DOJ requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must update or renew their SAM registration annually to maintain an active status. If your organization already has an Employer Identification Number (EIN), your SAM registration will take up to two weeks to process. If your organization does not have an EIN, you should allow two to five weeks for obtaining the information from the IRS when requesting the EIN via phone, fax, mail, or Internet.

Applicants that were previously registered in the CCR database must at a minimum

- create a SAM account;
- log in to the SAM database and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in the SAM database prior to registering in Grants.gov. Please contact the SAM Service Desk at 866-606-8220 or view or update your registration information at <https://www.sam.gov>. If your SAM registration is set to expire prior to **September 30, 2021**, please renew your SAM registration prior to completing this application.

### **To register in SAM, follow the next steps**

#### Step 1.

Obtain a DUNS number at <https://fedgov.dnb.com/webform> or call 866-705-5711.

#### Step 2.

Access the SAM online registration through the SAM home page at <https://www.sam.gov> and follow the online instructions for new SAM users.

#### Step 3.

Complete and submit the online registration. If you already have the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of your business or organization. Please note that organizations must update or renew their SAM registration at least once a year to maintain an active status.

To migrate your legacy system user account from Central Contractor Registration (CCR), FedReg, ORCA, or EPLS, you must first create a personal account in SAM by clicking on "Create an Account" on the homepage. An individual account is required to manage entity registrations in SAM. You will not be able to manage your registration unless you create a system account in SAM. Once you validate that you have access to the email address you provided during the registration process and login, you will see a message on the user dashboard (My SAM) that will ask you, "Would you like to migrate a legacy system account?" Click "Yes" to begin the migration process. Alternatively, you may click on "Manage My User Roles," then on "Migrate Legacy Account" link to begin the migration process. The roles you had with the legacy system will be mapped to your SAM account.

### **To update your entity's SAM registration, follow the next steps:**

#### Step 1.

Go to the [SAM homepage](#), enter your username and password, and then click the "Log In" button.

#### Step 2.

Select "Complete Registrations" under Registration/Update Entity" in the left navigation pane.

#### Step 3.

Select the entity record that you want to update and click the "Update" button.

For more details on updating your registration, please refer to the [SAM User Guide](#).

If awarded funds, your organization must maintain the currency of your information in the SAM database until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

Please see [Appendix J in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#) addressing the SAM and Universal Identifier Award Term.

### 3. Register with Grants.gov / Confirm registration

Estimated timeframe: up to two weeks for your registration to become active

All COPS Office applicants are required to submit the first part of the application through the Grants.gov website. If your organization has previously applied for awards using Grants.gov and you already have an account set up with your username and password, please skip this step and move to step #4.

Otherwise, please click this link for details on how to register with Grants.gov:

<https://www.grants.gov/help/html/help/index.htm?callingApp=custom#t=GetStarted%2FGetStarted.htm>.

For additional instructions on how to register with Grants.gov, please visit

<https://www.grants.gov/web/grants/applicants/organization-registration.html>.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to [support@Grants.gov](mailto:support@Grants.gov), or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

### 4. Obtain or confirm authorized organization representative (AOR) role

Estimated timeframe: up to one business day

The authorized organization representative (AOR) is the individual responsible for submitting the SF-424 in Grants.gov. To set up the AOR, please follow the instructions at <https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html>.

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to [support@Grants.gov](mailto:support@Grants.gov), or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

#### Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information under discretionary programs. Applicants must complete and submit the SF-424 via <https://www.grants.gov>.

Public reporting burden for this collection of information is estimated to average 60 minutes per response including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SUBMIT IT VIA GRANTS.GOV.

### Instructions: Application for Federal Assistance SF-424

The Instructions for the Application for Federal Assistance SF-424 is a standard form (including the continuation sheet) required for use as a cover sheet for submission of pre-applications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the COPS Office. Please see [Appendix A in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#) for a blank SF-424 for reference.

Required items are identified with an asterisk on the form and are specified in the instructions that follow. Applicants must follow these instructions.

#### 1. **Type of Submission** (required). Select one type of submission in accordance with agency instructions.

- Pre-application
- Application (select this one for this solicitation)
- Changed/corrected application—If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.

2. **Type of Application** (required). Select one type of application in accordance with agency instructions.
  - New—An application that is being submitted to an agency for the first time. (Select this one for this solicitation.)
  - Continuation—An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.
  - Revision—Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "other" is selected, please specify in text box provided.
    - Increase award
    - Decrease award
    - Increase duration
    - Decrease duration
    - Other (specify)
3. **Date Received.** Leave this field blank. This date will be assigned by the federal agency.
4. **Applicant Identifier.** Enter the entity identifier assigned by the federal agency, if any, or the applicant's control number if applicable.
  - 5a. **Federal Entity Identifier.** Enter the number assigned to your organization by the federal agency, if any.
  - 5b. **Federal Award Identifier.** For new applications, leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If you are submitting a changed or corrected application, enter the federal identifier in accordance with agency instructions.
6. **Date Received by State.** Leave this field blank. This date will be assigned by the state, if applicable.
7. **State Application Identifier.** Leave this field blank. This identifier will be assigned by the state, if applicable.
8. **Applicant Information.** Enter the following in accordance with agency instructions:
  - *Legal name* (required). Enter the legal name of the applicant who will undertake the assistance activity. This is what the organization has registered with the System for Award Management (SAM). Information on registering with SAM may be obtained by visiting the Grants.gov website.
  - *Employer/Taxpayer number (EIN/TIN)* (required). Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the United States, enter 44-4444444.
  - *Organizational DUNS* (required). Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website.
  - *Address* (required). Enter the complete address as follows: Street address (line 1 required), City (required), County, State (required, if country is United States), Province, Country (required), ZIP/Postal Code (required, if country is United States).
  - *Organizational unit.* Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable.
  - *Name and contact information of person to be contacted on matters involving this application* (required) *and organizational affiliation* (if affiliated with an organization): Enter the name (first and last name, then the applicant organization), telephone number (required), fax number, and email address (required) of the person to contact on matters related to this application.
9. **Type of Applicant** (required). Select up to three applicant type(s) in accordance with agency instructions.
  - State government
  - County government
  - City or township government
  - Special district government
  - Regional organization
  - U.S. territory or possession
  - Independent school district
  - Public/state controlled institution of higher education
  - Indian/Native American Tribal Government (federally recognized)
  - Indian/Native American Tribal Government (other than federally recognized)
  - Indian/Native American tribally designated organization
  - Public/Indian housing

- Nonprofit
  - Private institution of higher education
  - Individual
  - For-profit organization (other than small business)
  - Small business
  - Hispanic-serving institution
  - Historically Black colleges and universities (HBCU)
  - Tribally controlled colleges and universities (TCCU)
  - Alaska Native and Native Hawaiian serving institutions
  - Nondomestic (non-U.S.) entity
  - Other (specify)
10. **Name of Federal Agency** (required). Enter the name of the federal agency from which assistance is being requested with this application.
11. **Catalog of Federal Domestic Assistance Number/Title**. Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12. **Funding Opportunity Number/Title** (required). Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13. **Competition Identification Number/Title**. Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14. **Areas Affected by Project**. List the areas or entities using the categories (e.g., cities, counties, states) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15. **Descriptive Title of Applicant's Project** (required). Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre- applications, attach a summary description of the project.
16. **Congressional Districts Of** (required).
- 16a. Enter the applicant's congressional district.
- 16b. Enter all district(s) affected by the program or project. Enter in the following format:
- Two-character state abbreviation followed by three-character district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina 103rd district.
  - If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland.
  - If nationwide, i.e., all districts within all states are affected, enter U.S.-all.
  - If the program/project is outside the United States, enter 00-000.
17. **Proposed Project Start and End Dates** (required). Enter the proposed start date and end date of the project. For the purposes of this solicitation, please use October 1, 2021 to September 30, 2023.
18. **Estimated Funding** (required). Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19. **Is Application Subject to Review by State under Executive Order 12372 Process?** Applicants should contact the state single point of contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the state intergovernmental review process. Select the appropriate box. If "a" is selected, enter the date the application was submitted to the state.
20. **Is the Applicant Delinquent on Any Federal Debt?** (required) Select the appropriate box. This question applies to the applicant organization, not to the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes. If yes, include an explanation on the continuation sheet.
21. **Authorized Representative** (required). To be signed and dated by the authorized representative of the applicant organization. Enter the name (first and last name required), title (required), telephone number (required), fax number, and email address (required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.)

It is strongly recommended that applicants register immediately on <https://www.grants.gov>. In addition, applicants are strongly encouraged to complete the SF-424, section 1, and if applicable, the SF-LLL on Grants.gov as quickly as possible. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through Grants.gov or JustGrants.

For technical assistance with submitting the SF-424, call Grants.gov Customer Service Hotline at 800-518-4726, email [support@grants.gov](mailto:support@grants.gov), or consult the [Grants.gov Applicant User Guide](#).

### Standard Applicant Information (JustGrants 424 and General Agency Information)

Once the SF-424 has been submitted via Grants.gov, an email will be sent to the entity's E-Biz POC (also referred to as the JustGrants Entity Administrator) from [DIAMD-NoReply@usdoj.gov](mailto:DIAMD-NoReply@usdoj.gov). This email will contain registration instructions to create an account in DOJ's secure user management system – the Digital Identity and Access Management Directory (DIAMD) or instructions on how to complete the second part of the online application through the JustGrants website. Applicants must complete the entire application in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the AOR and verify the legal name and address. Applicants are also required to provide the areas affected by the project by entering applicable zip codes. For statewide or nationwide projects, the applicant should enter "State" or "National" in this field.

For further assistance with accessing JustGrants, please visit the [JustGrants website](#). For further assistance with submitting an application in JustGrants, please visit the [JustGrants Training web page](#).

### Proposal Abstract

Applicants are required to write and submit a brief high-level project abstract that summarizes the proposed project in 2,000 characters or less. Project abstracts should explain to the reader about the projects' purpose, scope, activities, and key partners, if applicable. An abstract should be coherent, concise, and able to stand alone as a summary of the project. You should write your project abstract for a general public audience without any personally identifiable or law enforcement sensitive information as this abstract, along with other federal award information, may be published on publicly available governmentwide websites. The abstract, which is to be entered into a text box in JustGrants, will not be scored but is used throughout the review process.

The COPS Office will only make the abstracts publicly available if the application is funded.

### Data Requested with Application

Applicants will be required to respond to a series of survey questions. Applicants will be limited to a 500 character count response for all survey narrative questions.

Please refer to the following steps to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

- To **initiate** a survey, please click on the **survey title** to open.
- When you have **completed** the survey, please click the **"Finish"** button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.  
  
Please be advised: You may notice survey responses are not displayed properly in the survey response review screen. This is a known system bug, which is being corrected. Please be assured, your data is captured and saved in the JustGrants system.
- To go back to the initial **list of surveys**, go to the **"Actions"** menu at the top right corner of the screen and select **"Close"** to exit the survey review screen. The survey you just completed will still display an **"Open"** status.
- To **confirm the completed status** of your survey, go back to the **"Actions"** menu and select **"Refresh."** The status of your completed survey will change to **"Resolved-Completed."**
- If you would like to **verify** the survey responses of a completed survey, you may click the **survey title** to reopen the selected survey and **view** your saved responses.
- If you would like to **change and/or update** the survey responses of a completed survey, you may click the **"Re-open"** option to **update** your saved responses.
- Remember, to **confirm the status** of a completed survey, you will need to click the **"Actions"** menu and **"Refresh."**

### Proposal Narrative

#### Goals, Objectives, Deliverables, and Timeline

Applicants must complete the web-based goal, objectives, deliverables, and timeline section by providing at least one entry in each section. If awarded funding, the information provided in this section will be used in performance reporting and recipients will have to provide a status on the goals, objectives, deliverables, timeline. The COPS Office encourages applicants to review and link their goals and objectives to the solicitation goals and requirements.

## Budget and Associated Documentation

Applicants must complete the web-based budget sheets in JustGrants and attach a separate budget narrative in the "Budget/Financial Attachments" section. The organization must create and attach a budget narrative that describes each item requested or group of similar items requested and links each item or group of items to the proposed project. All items will be reviewed on a case-by-case basis and in context of the allowable and unallowable costs lists. Budget narratives do not count toward the page limit of the project narrative.

Applicants must submit reasonable budgets based on the resources needed to implement their proposed projects. The budget should display a clear link between the specific project activities and the proposed budget items. It should not contain any items that are not detailed in the project narrative.

The separate budget narrative should thoroughly and clearly describe every category of expense listed in the budget detail worksheets contained in this application. The COPS Office expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its separate budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality. Consideration will be given to budget proposals that maximize the direct funding that supports project activities.

The budget narrative should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. The budget should describe costs by year and should cover the full project period of two years.

In some circumstances, the budget and budget narrative will be reviewed separately from the proposed project narrative. Therefore, it is very important that the budget narrative be as comprehensive as possible and describe in a narrative format each line item requested in the budget. The budget narrative should not be used to explain deliverables or project activities that are not included in the project narrative. Deliverables and activities that are solely listed in the budget narrative and not described in the project narrative (and vice versa) will be scored negatively during the peer review process.

Budget requests may be made in the following categories:

- Civilian personnel (base salary and fringe benefits) Travel
- Equipment Supplies Sub-awards
- Procurement contracts Other costs
- Indirect costs

All items requested will be considered on a case-by-case basis during the budget review process. Items under the program must be purchased using the legislative guidelines established by the appropriations legislation that governs this funding. In addition, each item requested must programmatically link to the activities described in your application. To the extent permitted by law and to the greatest extent practicable under a federal award, recipients and subrecipients must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. See 2 C.F.R. 200.322.

Applicants should submit scalable proposals where appropriate. Note that the COPS Office may reduce funding for selected proposals based on the number of awards selected. The COPS Office may revise the proposed scope and modify the associated budget proposal accordingly.

Each requested budget item must be allowable, necessary, allocable, and reasonable to the project activities.

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the federal award. Requests for reimbursement of items purchased or expenses incurred prior to the award start date will not be funded. All such costs incurred prior to award and prior to approval of the costs are incurred at the sole risk of the applicant. **NOTE: For awards made to states or units of local government (including law enforcement agencies), requests may be made only for items or positions that are not otherwise budgeted with state, local, or Bureau of Indian Affairs (BIA) funds and would not be funded in the absence of this COPS Office award (see award condition IV, "Nonsupplanting requirement").**

For-profit organizations (as well as other recipients) must forgo any profit or management fee.

Each of the categories that follows includes definitions as well as information on frequent requests as well as typically allowable and unallowable costs. The unallowable lists are not exhaustive and are generally considered unallowable for the entire solicitation, irrespective of where the applicant adds the requested item in the budget. **The COPS Office reserves the right to deny funding for any items that may not be included in this solicitation.**

The COPS Office is providing a template for the budget narrative that can be used as a voluntary tool to assist your organization in developing this required document. You will be able to access the template (Microsoft Word document) at <https://cops.usdoj.gov/Supplemental-Applications-Materials-and-Additional-Support>. Note that instructions in the template are



provided in italics. If you choose to use this template, please make sure to delete the instructions before submitting so that they do not factor in your page count. In addition, the COPS Office is providing an example budget narrative, which can also be found in [Appendix K in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Budget Narrative.”

Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats.

## **Budget Worksheet and Budget Narrative (Web-based Form)**

### **Sworn personnel (base salary and fringe benefits)**

Salaries of sworn officer positions are not allowable under this solicitation, with the exception of overtime. All overtime requests should be in the “Other Costs” section.

### **Civilian personnel (base salary and fringe benefits)**

#### **Base salary**

Salaries of personnel are costs based on the percentage of time spent (full time equivalent [FTE]) working directly on the project. The total salary percentage should be comparable and consistent with organizational policy. The total amount paid is comparable to industry standards and the type of work being performed.

A recipient may not use federal funds to pay total cash compensation to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the Federal Government’s Senior Executive Service (SES) at an organization with a Certified SES Performance Appraisal System for that year. The 2020 salary table for SES employees is available at the Office of Personnel Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>. Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with nonfederal funds. (Nonfederal funds used for any such additional compensation will not be considered matching funds.) If only a portion of an employee’s time is charged to a COPS Office award, the maximum allowable compensation is equal to the percentage of time worked times the maximum salary limitation.

Typically, unallowable civilian personnel costs include the following (Note: these are typically unallowable no matter which category they are placed under):

- If your organization charges an indirect cost, those costs normally include the following positions and therefore these positions should not be charged as personnel costs to avoid possible duplication:
  - Administration (e.g., director or program head)
  - Clerical (e.g., secretary or administrative assistant)
  - Accounting (e.g., controller or bookkeeper)
  - Procurement (e.g., purchasing director or stockroom clerk)
  - Housekeeping and maintenance (e.g., custodial and janitorial, repairman, or grounds keeper)

NOTE: These positions can be charged directly if the individual is working a significant amount of time on the project. This will be approved on a case-by-case basis and your narrative should significantly articulate the need to charge these directly if applicable.

- For awards made to states or units of local government (including law enforcement agencies), salaries and benefits for positions that are already budgeted with state, local, or Bureau of Indian Affairs (BIA) funds and would be funded in the absence of this COPS Office award are also not allowed.
- Salaries and benefits of personnel that do not work directly on the project.
- Salaries and benefits for contract or consultant personnel (these should be placed under “Sub-awards”).

#### **Completing civilian base salary**

If you are not requesting any civilian base salary, move to the next section. For each civilian personnel request, applicants must complete the web-based form. If the individual will be working more than one year on the project, applicants will have the option to copy a year.

The “additional narrative” section should be used to describe the employee’s roles, responsibilities, and activities related to the work to be completed on the project. If the salary increases from one budget year to another because of cost of living increases, be sure to detail these increases in the budget description.



Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Job description
- Organizational pay scales or written annual salary per position
- Résumés/vitae

### **Fringe benefits**

Fringe benefits are allowances and services provided by the organization to its employees as compensation in addition to regular salary. Fringe benefits should be based on actual known costs or an established formula. Typical fringe benefits include the following:

- Federal Insurance Contributions Act (FICA) taxes—includes Social Security and Medicare and cannot exceed 7.65 percent (6.2 and 1.45 percent respectively)
- Health insurance—individual or family
- Life insurance
- Vacation
- Sick leave
- Retirement
- State unemployment compensation insurance
- Federal unemployment tax
- Worker’s Compensation insurance
- Other fringe benefits may include holidays, military leave, bereavement leave, sabbatical leave, severance pay, jury duty, state disability insurance, pension plan, 401(k) plan

Typically unallowable fringe benefit costs include the following (Note: these are typically unallowable no matter which category they are placed under):

- Bonuses or commissions
- If your indirect cost rate agreement includes fringe benefits, you may not charge these costs directly to the project

### **Completing fringe benefits**

If you are not requesting any civilian base salary, move to the next section. Applicants will need to provide the appropriate percentage for each fringe benefit that the individual is allocated per the employee benefits. Note, the system will not allow more than 6.2% for Social Security and 1.45% for Medicare.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Written organization policies regarding fringe benefits
- Organizational fringe rate agreement

### **Travel**

Travel costs include the costs of transportation, lodging, meals, temporary dependent care, and incidental expenses incurred by personnel while on official business, such as attendance at an award-related meeting or conference when travel is further than 50 miles from program location. Travel and subsistence estimates are based on the contemplated number of trips, places to be visited, length of stay, transportation costs, subsistence allowances, and the recipient’s own travel policies. For additional guidance, please see the Uniform Guidance 2 C.F.R. § 200.475.

When charging travel costs to federal awards, award recipients must indicate the source of travel policies applied (applicant or federal travel regulations). If a recipient does not have a written travel policy, it must adhere to the Federal Travel Regulations (FTR). For information on the FTR and U.S. Government General Service Administration (GSA) per diem rates by geographic area, please visit <https://www.gsa.gov/travel/plan-book/per-diem-rates>. For all applicants (with or without a written travel policy), airfare travel costs must be one of the following: the lowest discount commercial airfare, standard coach airfare, or the Federal Government contract airfare (if authorized and available).

Temporary dependent care costs above and beyond regular dependent care that directly results from conference travels are allowable as long as the costs incurred (1) are a direct result of the individual’s travel for the federal award; (2) are consistent with the recipient’s documented travel policy for all entity travel; and (3) are only temporary during the travel period.

The only individuals traveling who should be charged in this section are those listed in “Civilian personnel.” All other individuals traveling for the project, including participant and consultant travel, should be listed under “Sub- awards” or “Procurement Contracts.” This section should also include any training costs for the primary applicant, all other training costs should be listed under “Sub-Awards,” “Procurement Contracts,” or “Other Costs” as appropriate.

Typically unallowable travel costs include the following (Note: these are typically unallowable no matter which category they are placed under):

- Bar charges/alcoholic beverages
- Costs exceeding Federal Travel Regulations if no other organizational written policy is supplied that supersedes these established rates
- Credit card fees
- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Food and beverages at conferences, meetings, or trainings your organization is hosting
- Foreign travel
- GPS and Easy Pass rentals (when renting a car)
- Laundry services while on travel
- Local travel costs (lodging, meals, per diem, or transportation costs) within a 50-mile radius of the project location
- Mileage reimbursement, rental cars, parking fees, and/or taxi fare for local travel within a 50-mile radius of the project location
- Paying for meals other than your own
- Tips/gratuities

### **Completing Travel**

If you are not requesting any travel, training, or conferences, move to the next section. For each travel request, applicants must complete the web-based form. Each trip should be entered as an individual entry rather than a group of trips.

The “additional narrative” section should be used to describe the purpose of the trip, proposed destination, trip duration by day/night, and list of individuals traveling as well as a detailed cost breakdown for each travel category (lodging, per diem, etc.). The cost breakdown should include

- mode of transportation and proposed fare per trip (airfare, train, etc.) broken down by day;
- mileage allowances if private vehicle will be used;
- per diem rates for the destination per day (including full per diem and travel day per diem);
- lodging costs per night;
- transportation fees per day;
- parking fees per day.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Organizational travel policy

### **Equipment**

Necessary equipment must be specifically purchased to implement or enhance the proposed project. Equipment is tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds \$5,000. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in “Procurement Contracts.”

Typically unallowable equipment/technology costs include the following (Note: these are typically unallowable no matter which category they are placed under):

- 3D printers and associated equipment
- Ammunition (live and training)
- Automatic license plate recognition software
- Bayonets
- Bikes and associated equipment
- Biometric technology
- Body armor
- Body-worn cameras
- Bomb detection technology

- Bulletproof vests and accessories
- Buses/shuttles/transit vans
- Camouflage uniforms
- Closed-circuit televisions (CCTV)
- Communication boxes
- Computer aided dispatch (CAD) systems/records management systems (RMS)
- Copiers
- Criminal intelligence systems
- Electronic control weapons (ECW)/Tasers
- Explosives
- Firearm investigation equipment
- Firearms (including training firearms)
- Fitness equipment (including yoga equipment)
- General law enforcement vehicles (including patrol cars and leased vehicles)
- Golf carts/motorized personal vehicles
- GPS devices
- Grenade launchers
- Gunshot detection equipment and technology
- Handcuffs, weapons, and ammunition (including training ammunition)
- Laser spectroscopy devices
- License plate readers (LPR)
- Manned aircraft
- Metal detectors
- Mobile data terminals (MDT)
- Non-motorized vehicles
- Radios
- Recreation equipment (including tents and coolers)
- Robotic cameras
- Servers
- Shared items between projects—if equipment is to be used for concurrent projects, this should be captured in your indirect costs. If your organization does not have an indirect cost rate agreement, this may be proportionally charged as direct with prior approval.
- Simulators/augmented reality programs
- Surveillance equipment
- Tactical gear
- Thermal imaging devices
- Tracked (armored) vehicles
- Traffic equipment (such as cones, message boards)
- Trailers
- Unmanned aerial vehicles (drones)
- Video surveillance (including security systems)
- Weaponized aircraft, vessels, and vehicles of any kind

#### **Completing Equipment**

If you are not requesting any equipment or technology, move to the next section. For each equipment request, applicants must complete the web-based form.

The “additional narrative” section should be used to describe the type of equipment with a description and justification explaining why the equipment is necessary for the success of the project. The description should provide any additional calculations that

make up the base cost and the justification should explain that this equipment is not available or accessible to project personnel without specifically purchasing through this award.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Narrative of the procurement method
- Sole Source Justification (see the [Sole Source Justification fact sheet](#) for further guidance)

## Supplies

Supplies means all tangible personal property other than those items described under “Equipment.” Supplies costs consist of those incurred for purchased goods and fabricated parts directly related to an award proposal. Supplies differ from equipment in that they are consumable, expendable, and of a relatively low unit cost, defined as less than \$5,000 per unit. Such costs may include paper, printer ink, pens, pencils, laptops, etc. A computing device is a supply if the acquisition cost is less than \$5,000, regardless of the length of its useful life.

For broad category requests (such as “office supplies”), explanation for project amounts should be provided with calculations. Broad grouping of items under supplies will be limited to \$40 per month; otherwise items must be individually captured and justified in the budget request.

For any training awards, the COPS Office allows the purchase of flash drives or USB devices to distribute training materials with approval prior to purchasing.

Typically unallowable supply costs include (Note: these are typically unallowable no matter which category they are placed under):

- Body metric equipment such as blood pressure monitors and FitBits
- Conference or event swag, including t-shirts, bags, or mugs
- COVID-19 test kits
- Displays, demonstrations, or exhibits
- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Extracurricular expenses for youth programs, including t-shirts, meal plans, giveaways, swag bags, and games
- Fitness and yoga supplies
- Narcan
- Promotional items and memorabilia, including models, gifts, and souvenirs
- Recreational supplies (such as Frisbees)
- Shared items between projects—if supplies are to be used for concurrent projects, then this should be captured in your indirect charges or you should only charge the percentage allocated to this project (for example, if a laptop is being purchased for a research assistant who works 40 percent of their time on this project, then only charge 40 percent of the laptop cost to this project)

## Completing Supplies

If you are not requesting any supplies, move to the next section. For each supply request, applicants must complete the web-based form. The cost should be broken down to the lowest form; therefore, if you are requesting \$30 per month for office supplies, the calculation should be 12 x \$30 and not 1 x \$360.

The “additional narrative” section should be used to describe and justify why the supplies are necessary for the success of the project. Provide any additional calculations that make up the base cost.

## Sub-awards

The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. Pursuant to 2 C.F.R. § 200.331, a sub-award is for the purpose of carrying out a portion of the federal award, and a contract is for the purpose of obtaining goods and services for the recipient's own use. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. Keep in mind that the awarding and monitoring of contracts must follow documented procurement procedures, including full and open competition, pursuant to the procurement standards in 2 C.F.R. §§ 200.318- 200.327, and the issuance of sub-awards must meet the requirements of 2 C.F.R. § 200.332.

Any recipient of an award will be responsible for monitoring sub-awards and contracts in accordance with all applicable statutes, regulations, and guidelines. Primary recipients will be responsible for oversight of subrecipient/partner spending and monitoring specific performance measures and outcomes attributable to the use of COPS Office funds.

Consultant expenses include goods or services that directly contribute to the implementation or enhancement of the project. The use of a consultant should be more economical than direct employment. Compensation for individual consultant services procured under a COPS Office award must be reasonable and allocable in accordance with Office of Management and Budget (OMB) cost principles, and consistent with that paid for similar services in the marketplace. The services should be commensurate with the rate or salary paid by the primary employer.

Unless otherwise approved by the COPS Office, independent consultant rates will be approved based on the salary a consultant receives from his or her primary employer, as applicable, up to \$650 per day (or \$81.25 per hour). Please note that this does not mean that the rate can or should be as high as \$650 for all consultants. If individuals receive fringe benefits from their primary employer, such fringe benefit costs should not be included in the calculation of consultant rates. A consultant rate justification will need to be submitted for review and approval to the COPS Office for any consultants paid more than \$650 per day prior to incurring any costs. Determinations of approval will be made on a case-by-case basis.

Consultant travel costs follow the same guidelines as "Travel" but should be costs associated with consultant travel. These costs should not be reflected in the "Civilian Personnel" or "Travel" categories.

All sole source procurements of goods and services (those not awarded competitively) in excess of \$250,000 require prior approval from the COPS Office.

All other consultant-related expenses should be included in this section such as supply and equipment requests. The same guidelines as previously stated in the above sections will apply.

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate. For additional information, see the "Civil Rights Compliance."

Typically unallowable sub-awards include the following (Note: these are typically unallowable no matter which category they are placed under):

- Bar charges/alcoholic beverages
- Compensation of federal employees—this category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time federal employees.
- Conference or event swag, including t-shirts, bags, or mugs
- Construction costs
- Costs exceeding Federal Travel Regulations if no other organizational written policy is supplied that supersedes these established rates
- Credit card fees
- Displays, demonstrations, or exhibits
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Food and beverages at conferences, meetings, or trainings your organization is hosting Foreign travel
- GPS and Easy Pass rentals (when renting a car)
- Honoraria when the primary intent is to confer distinction on or to symbolize respect, esteem, or admiration for the recipient of the honorarium (a payment for services rendered, such as speaker's fee under an award, is allowable)
- Laundry services while on travel
- Local travel costs (lodging, meals, per diem, or transportation costs) within a 50-mile radius of the project location
- Maintenance and/or service contracts that extend the life of the award period (multiyear contracts and extended warranties are allowable but must be paid in full within the initial award period and must not exceed the award period)
- Mileage reimbursement, rental cars, parking fees, and/or taxi fare for local travel within a 50-mile radius of the project location
- Narcan
- Paying for meals other than your own
- Promotional items and memorabilia, including models, gifts, and souvenirs
- Shared items between projects—if supplies are to be used for concurrent projects, then this should be captured in your indirect charges or you should only charge the percentage allocated to this project (for example, if a laptop is being purchased for a research assistant who works 40 percent of their time on this project, then only charge 40 percent of the laptop cost to this project)
- Tips/gratuities

## Completing Sub-awards

If you are not requesting any sub-award costs, move to the next section. For each sub-award request, applicants must complete the web-based form.

The “additional narrative” section should be used to describe and justify the product or services to be procured by sub-award including the nature and scope of goods purchased, price proposals, and length of contract. Sub-award travel requests should follow the same guidance as the “travel” section. Provide any additional calculations that make up the base cost.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Consultant Rate Justification (see the [Consultant Rate Justification fact sheet](#) for further guidance)
- Consultant résumés/vitae
- Organizational travel policy
- Sole Source Justification (see the [Sole Source Justification fact sheet](#) for further guidance)

## Procurement Contracts

The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. Contracts include goods or services that directly contribute to the implementation or enhancement of the project. The applicant should distinguish clearly between sub-awards and procurement contracts in allocating any funds to other entities. The substance of the relationship is more important than the form of the agreement in determining whether the recipient of the pass-through funds is a subrecipient or a contractor. Keep in mind that the awarding and monitoring of contracts must follow documented procurement procedures, including full and open competition, pursuant to the procurement standards in 2 C.F.R. §§ 200.317– 200.326, and the issuance of sub-awards must meet the requirements of 2 C.F.R. § 200.331.

All sole source procurements of goods and services (those not awarded competitively) in excess of \$250,000 require prior approval from the COPS Office. 2 C.F.R. § 200.324(b)(2).

Typically unallowable procurement contracts include the following (Note: these are typically unallowable no matter which category they are placed under):

- Criminal intelligence systems
- Displays, demonstrations, or exhibits
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Food and beverages at conferences, meetings, or trainings your organization is hosting
- Maintenance and/or service contracts that extend the life of the award period (multiyear contracts and extended warranties are allowable but must be paid in full within the initial award period and must not exceed the award period)
- Promotional items and memorabilia, including models, gifts, and souvenirs
- Servers
- Shared items between projects—if supplies are to be used for concurrent projects, then this should be captured in your indirect charges or you should only charge the percentage allocated to this project (for example, if a laptop is being purchased for a research assistant who works 40 percent of their time on this project, then only charge 40 percent of the laptop cost to this project)

## Completing Procurement contracts

If you are not requesting any procurement contract costs move to the next section. For each procurement contract request, applicants must complete the web-based form.

The “additional narrative” section should be used to describe and justify the product or services to be procured by sub-award including the nature and scope of goods purchased, price proposals, and length of contract.

Procurement contract travel requests should follow the same guidance as the “travel” section. Provide any additional calculations that make up the base cost.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Consultant Rate Justification (see the [Consultant Rate Justification fact sheet](#) for further guidance)
- Consultant résumés/vitae
- Organizational travel policy
- Sole Source Justification (see the [Sole Source Justification fact sheet](#) for further guidance)

## Other costs

Items not included in the previous categories but that have a direct correlation to the overall success of a recipient's project objectives and are necessary for the project to reach full implementation will be considered on a case-by-case basis by the COPS Office. Requests that may fall under the "other" category include officer overtime, rent (see next paragraph for more details), or software purchases.

Rental costs are generally allowable under this solicitation when the costs are not included in indirect costs. Applicants should list square footage cost in the budget. The amount must be based on the space that will be allocated to implement the COPS Office project, not the costs of the entire rental space. **Rental costs are not allowable for property owned by the applicant or if the applicant has a financial interest in the property.** In this case only the costs of ownership, including maintenance costs, insurance, depreciation, utilities, etc., are allowable costs. The applicant must indicate in the budget narrative whether or not they own the space that will be rented.

For applicants that anticipate using COPS Office funds to cover only a portion of a particular service they provide, the budget should prorate operational costs like rent and phone service accordingly.

Typically unallowable other costs include the following (Note: these are typically unallowable no matter which category they are placed under):

- Advertising and public relations designed solely to promote the recipient
- Body metric equipment such as blood pressure monitors and FitBits
- Corporate formation (startup costs)
- Costs for audits not required or performed in accordance with the Office of Management and Budget (OMB) Circular A-133 or 2 C.F.R. Part 200 Subpart F – Audit Requirement are unallowable. If the applicant organization did not meet the applicable expenditure threshold during the organization's fiscal year, the cost of any audit performed may not be charged to the award.
- Costs incurred for intramural activities, student publications, student clubs, and other student activities
- Criminal intelligence systems
- Entertainment, including amusement, diversion, social activities, and any associated costs (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities)
- Extracurricular expenses for youth programs, including t-shirts, meal plans, giveaways, swag bags, and games
- Fuel for general patrol vehicles
- Gym memberships and subscriptions
- Health screenings
- Land acquisition including renting, leasing, or construction of buildings or other physical facilities
- Live animals (including dogs and horses) including associated supplies, food, transportation, and veterinary expenses
- Maintenance of vehicles and enhancements (such as mounts)
- Massages
- Membership fees to organizations whose primary activity is lobbying
- Office rental/lease space, except for costs proportionate to work conducted under this solicitation (if included within an indirect cost rate negotiated agreement)
- Personal protective equipment or gear
- Promotional items and memorabilia, including models, gifts, and souvenirs
- Psychological screenings
- Publishing services—the COPS Office provides editing, graphic design, and printing services for deliverables and other project materials; therefore, these costs cannot be directly charged unless approved on a case-by-case basis.
- Scholarships, fellowships, and other programs for student aid (exceptions are for institutions for higher education)
- Servers
- Uniforms (including helmets, boots)

## Completing Other Costs

If you are not requesting any other costs, move to the next section. For each request, applicants must complete the web-based form. The cost should be broken down to the lowest form.

The "additional narrative" section should be used to describe and justify why the item is necessary for the success of the project. Provide any additional calculations that make up the base cost.

## Indirect costs

### Overview of indirect costs

Indirect costs means those costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to a particular project but necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries.

If a cognizant federal agency has approved your negotiated indirect cost rate, the negotiated rate must be accepted by all federal awarding agencies, unless otherwise capped by federal statute or regulation.

Indirect cost rates may vary depending on your cognizant federal agency determinations. In some cases, project budgets may include more than one rate, particularly when offsite activity is conducted at a location other than the organizations premises.

**Note:** Ensure the indirect calculation is in accordance with your organization's indirect cost rate agreement.

### Expired indirect cost rate agreement

If your indirect cost rate agreement has expired, you should either renegotiate the rate or request a one-time extension from your cognizant agency. The negotiated cost rate may be extended for up to four years. Once the cognizant federal agency has approved your extension, you must abide by the rate for the agreed-upon time period. No further negotiations regarding indirect cost rates may occur until the extension has expired. At the end of the extension period, you must then negotiate a new indirect cost rate.

### De minimis indirect cost rate

If you do not have a current negotiated or provisional indirect cost rate, except for those nonfederal entities described in 2 C.F.R. Part 200, Appendix VII to Part 200, paragraph D.1.b., you may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely. When using this method, cost must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. Also, if this method is chosen, then it must be used consistently for all federal awards until such time as you choose to negotiate an indirect cost rate (which may be done at any time). No documentation is required to justify the 10 percent de minimis indirect cost rate. See 2 C.F.R. § 200.414(f).

If you elect to negotiate an indirect cost rate with your cognizant federal agency, a special condition will be added to the award prohibiting the obligation, expenditure, or drawdown of funds reimbursement for indirect costs until an indirect cost rate has been approved by your cognizant federal agency, and the appropriate notification has been made retiring the special condition.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 800-458-0786 or at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov). If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at <https://www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf>.

**Exception:** If you are a unit of local government in which the Office of Management and Budget (OMB) has not assigned a cognizant federal agency, then you are not required to submit your indirect cost proposal, unless the awarding agency requires a copy of the proposal. Please see the appropriate appendix section in 2 C.F.R. Part 200 as listed above.

### Approval of indirect cost rates for subrecipients

As the direct recipient, you are responsible for approving indirect cost rates for your subrecipients if funded. Such rates must be consistent with the requirements of 2 C.F.R. Part 200. The COPS Office will not approve indirect cost rates beyond the direct recipient level; however, subrecipients who are also direct recipients of federal awards may already have a federally approved indirect cost rate. If your subrecipient has negotiated an indirect cost rate with the Federal Government, then that rate applies.

The subrecipient rates should not be included in this section, but rather under "Sub-awards" or "Procurement Contracts."

### Calculating direct cost base

The following direct cost bases may be used as a distribution base:

- **Modified total direct cost (MTDC)**—This base includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency.
- **Direct salaries and wages**—This base includes only the costs of direct salaries and wages incurred by the organization.
- **Direct salaries and wages plus fringe benefits**—This base includes the costs of direct salary, wages and fringe benefits incurred by the organization.



## Exclusions in direct cost bases

Applicants should pay particular attention to the two areas listed below to ensure that their indirect cost rate application is in compliance with the existing requirements of the government-wide award rules set out in the Office of Management and Budget (OMB) circular and regulations:

- **\$25,000 Subcontract/Subaward limitation.** For institutions of higher education and nonprofit organizations, indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first \$25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference related subcontracts and subawards, including those with hotels and travel agents. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.400 et seq.)
- **Participant support costs.** For nonprofit organizations, in accordance with 2 C.F.R. part 200, Appendix IV to 2 Part 200, paragraph B.2.c.—Indirect (F&A) Costs Identification and Assignment and Rate Determination for Nonprofit Organizations: “The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as [contracts or] subawards for \$25,000 or more), direct salaries and wages, or other base which results in an equitable distribution. The distribution base must exclude participant support costs as defined in § 200.75 Participant support costs.”

Please note that only employees of the nonprofit organization are excluded from the definition of participant support costs. Costs related to contractors of the nonprofit organization who are acting in the capacity of a conference trainer/instructor/presenter/facilitator are considered participant support costs. For more information on allowable costs for conferences and training, please visit [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).

If you need additional information on an indirect cost rate negotiated agreement, go to the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/doj/index.htm>.

## Completing Indirect Costs

If you are not requesting any indirect costs, move to the next section. Ensure that each type of indirect cost rate (provisional, final, predetermined, fixed, etc.) is identified. For institutions of higher education and other institutions where multiple indirect rates are applied, please enter each indirect rate as a separate line item with calculation breakdown and description for which each rate applies.

The “additional narrative” section should be used to describe the breakdown of the calculation as well as provide any additional calculations that make up the base cost. Include the expiration date and the cognizant agency name.

Additional documentation that may need to be uploaded in the “Budget/Financial Attachments” section includes the following:

- Current, signed, federally approved indirect cost rate negotiated agreement
  - If your organization does not have a provisional or current indirect cost rate negotiated agreement or it is expired and under review, the applicant must submit supporting documents to show the applicant’s cognizant federal agency is reviewing the request. The COPS Office may disallow or freeze access to indirect funds until a provisional or current indirect cost rate negotiated agreement is provided.

## Consolidated Category Summary

You will be able to review the category totals and the total project costs under this section. To make any changes to a particular category, please use the navigation on the right of the screen.

## Non-competitive Justification

As applicable, applicants will attach the noncompetitive justification (or sole source justification). Additional guidance can be found in the [Sole Source Justification fact sheet](#).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Sole Source.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

## Indirect Cost Rate Agreement (if applicable)

As applicable, applicants will attach the indirect cost rate agreement. Additional guidance can be found in the [Indirect Cost Rate Agreement fact sheet](#).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Sole Source.”

Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

### Consultant Rate

As applicable, applicants will attach the consultant rate justification. Additional guidance can be found in the [Consultant Rate Justification fact sheet](#).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Sole Source.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

### Budget Narrative

Applicants must attach a separate budget narrative. The organization must create and attach a budget narrative that describes each item requested or group of similar items requested and links each item or group of items to the proposed project. All items will be reviewed on a case-by-case basis and in context of the allowable and unallowable costs lists. Budget narratives do not count toward the page limit of the project narrative.

Applicants must submit reasonable budgets based on the resources needed to implement their proposed projects. The budget should display a clear link between the specific project activities and the proposed budget items. It should not contain any items that are not detailed in the project narrative.

The separate budget narrative should thoroughly and clearly describe every category of expense listed in the budget detail worksheets contained in this application. The COPS Office expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

An applicant should demonstrate in its separate budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality. Consideration will be given to budget proposals that maximize the direct funding that supports project activities.

The budget narrative should be mathematically sound and correspond clearly with the information provided in the budget detail worksheets. The narrative should explain how the applicant estimated and calculated all costs and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. The budget should describe costs by year and should cover the full project period of two years.

In some circumstances, the budget and budget narrative will be reviewed separately from the proposed project narrative. Therefore, it is very important that the budget narrative be as comprehensive as possible and describe in a narrative format each line item requested in the budget. The budget narrative should not be used to explain deliverables or project activities that are not included in the project narrative. Deliverables and activities that are solely listed in the budget narrative and not described in the project narrative (and vice versa) will be scored negatively during the peer review process.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Sole Source.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

### Memoranda of Understanding (MOUs) and Other Supportive Documents

As applicable, applicants will attach the any memoranda of understanding or partner agreements in this section.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].MOU.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

## Additional Application Components

As applicable, applicants will attach the following additional application attachments in this section:

- Curriculum Vitae or résumés (up to three key project staff detailing work and educational history and highlighting any experience that is relevant to their ability to successfully carry out the proposed project)
- Timeline
- Letters of Support

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Resume.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

### Curriculum Vitae or Resumes

As applicable, applicants will attach the Curriculum Vitae or résumés for up to three key project staff detailing work and educational history and highlighting any experience that is relevant to their ability to successfully carry out the proposed project).

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Resume.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

### Timeline Form

As applicable, applicants will attach the timeline.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Resume.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

### Letters of Support

As applicable, applicants will attach letters of support.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments—such as letters of support and résumés—should use descriptive file names identified on the attachment(s) such as “[Applicant].Resume.” Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. **If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.**

## Disclosures and Assurances

### Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

If this applies to your organization, you are required to complete the disclosure form via grants.gov. If you need to submit additional forms, please submit them as attachments to your application online in the “Additional Application Components” Section.

Please see [Appendix D in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#) for a blank SF-LLL, Disclosure of Lobbying Activities form.

The filing of a SF-LLL form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action.

Please see [Appendix D in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#) for a copy of the SF-LLL with instructions for completing this form.

An explanation when the applicant is unable to certify to certain statements in the “Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing” form (if applicable)—When the applicant is unable to certify to specific statements identified in this Certifications form, the applicant must attach an explanation. The applicant is still required to sign the Certifications form to certify to all the other applicable statements. Please see [Appendix C in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#) for a copy of this Certifications form.

### **DOJ Certified Standard Assurances**

Applicants to COPS Office programs are required to sign and acknowledge the standard Assurances form in JustGrants. Signing this document assures the COPS Office that you have read and understood and that you accept the award terms and conditions as outlined in the Assurances.

Please read this document carefully, as signatures on this document is treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered award. See “Terms and Conditions,” appendix B, and appendix C for the full assurances and certifications, which can all be found at <https://cops.usdoj.gov/Supplemental-Applications-Materials-and-Additional-Support>.

### **DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing**

Applicants to COPS Office programs are required to sign and acknowledge the standard Certifications form in JustGrants. Signing this document assures the COPS Office that you have read and understood and that you accept the award terms and conditions as outlined in the Certifications.

Please read this document carefully, as signatures on this document is treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered award. See “Terms and Conditions,” appendix B, and appendix C for the full assurances and certifications, which can all be found at <https://cops.usdoj.gov/Supplemental-Applications-Materials-and-Additional-Support>.

### **Declaration and Certification to DOJ as to Application Submission**

Applicants must read and acknowledge the statements in this section.

### **Review and Certifications**

#### **Federal Civil Rights and Award Review**

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a U.S. Department of Justice award review or audit.

### **Certification of Review and Representation of Compliance with Requirements**

By submitting your application, your organization represent to the COPS Office that:

- a) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Solicitation Guide; DOJ Grants Financial Guide; the COPS Office award owner's manual; Assurances; Certifications; and all other applicable program regulations, laws, orders, and circulars
- b) the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source? and
- c) the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

### **How to Apply**

Upon completing your Grants.gov SF-424 and the full application in JustGrants as outlined here, you will need to submit the application. Before you submit your application, each section must be completed and free of validation errors. If not, please return to each identified page using the table of contents on the right side of the page. If any required fields are unanswered, they will be flagged with warning messages. In this case, answer these required fields. **You will not be able to submit your application until all validation issues are corrected and the application is certified.**

After completing the application and clicking “Submit,” applicants will receive a confirmation message. The COPS Office will not accept applications submitted via mail or email.

### **Submission Dates and Time**

All completed applications must be submitted by June 3, 2021 at 7:59 p.m. ET. Applications submitted after 7:59 p.m. ET on June 3, 2021 will not be considered for funding.

### **Late submissions**

The COPS Office offers a process for applicants to provide advance notice to the COPS Office if receipt of their application will be delayed due to unforeseen JustGrants technical issues. **Applicants must provide notice prior to the close of the solicitation.** If applicants do not provide advance notice to the COPS Office about an issue that may cause a delay in the submission of the application, the application will not be considered for funding. If applicants follow the steps outlined as follows, submission may be considered. Extension of deadlines is not guaranteed.

### **Experiencing unforeseen JustGrants technical issues**

If you experience unforeseen JustGrants technical issues beyond your control that prevent you from submitting your application by the deadline, please immediately contact the COPS Office Response Center at 800-421-6770 to create a record of the issue. You will need to provide the following information to the COPS Office Response Center:

- DUNS number
- Organization name
- Point of contact name and contact information
- Application ID
- Nature of technical issues

The COPS Office will respond to each applicant as soon as possible with an approval and instructions for submission, or a rejection. If the technical issues you reported cannot be validated, your request for an extension will be rejected. Any requests to submit applications after the deadline because of technical issues will be rejected as untimely.

To ensure a fair competition for limited discretionary funds, the following conditions are not valid reasons for extensions of the submission deadline: (1) failure to begin the registration process in sufficient time, (2) failure to follow the JustGrants instructions on how to register and apply as posted on its website, (3) failure to follow all of the instructions in the solicitation and associated materials, (4) failure to register or update information on the SAM website, and (5) failure to register or complete SF-424 in Grants.gov.

**No late submission requests will be considered once the application closes.**

### **Extraordinary natural or manmade disasters**

In cases of extraordinary natural or manmade disasters, such as extreme weather emergencies or mass casualty events, applicants may request to submit late applications by sending an email to **AskCopsRC@usdoj.gov**. Applicants will need to follow these directions:

- Send email directly to **AskCopsRC@usdoj.gov**
- The subject line should read “FY21 LEMHWA Extraordinary Circumstances: DUNS Number, Organization Name, Application ID,” with your specific DUNS number, organization name, and application ID included in the subject line.
- Message: The message should include the following information:
  - DUNS number
  - Organization name
  - Application ID
  - Nature of the disaster and how it affected the applicant’s ability to submit an application on time

The email message must be sent by the deadline or as soon as possible given the specific emergency. The COPS Office will respond to each applicant as soon as possible with an approval and instructions for submission or a rejection of the request for late submission.

## **Application Review Information**

### **Review Process**

The COPS Office is committed to ensuring a fair and open process for making awards. The COPS Office will review the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation.

To maintain the integrity of the competitive solicitation process, the COPS Office can provide publicly available technical assistance regarding the mechanics of the application but cannot evaluate the merits of an application during the open solicitation period.

Applications will undergo a standard review and selection process, which includes a review of basic minimum requirements, peer review panel ratings, administrative compliance review, a senior leadership review and recommendation panel, and director's selection. A description of each phase is provided in the following sections. Applicants are encouraged to review their own applications prior to submission, with particular attention given to the Basic Minimum Requirements and each of the Review Criteria specified in the descriptions that follow.

## **Basic Minimum Requirements review**

Once the solicitation closes, COPS Office staff screen and score applications for compliance with basic minimum requirements (BMR). Applications should be written with clarity, organization, and soundness in the proposed work, with all mandatory attachments.

### **BMR review criteria**

Applications that are missing any of the following basic minimum requirements will be disqualified, without exception, and therefore not scored by review panels.

1. Did the applicant respond to all questions?
2. Did the applicant provide a separate budget narrative that is 60 percent or more allowable?
3. Is the applicant eligible to submit an application under this solicitation: State, local, tribal, or territorial law enforcement agency
4. Is the proposed project listed under the "projects out of scope" in the solicitation?

## **Peer review panel**

Peer Review Panels will evaluate, score, and rank applications that meet the basic minimum requirements. The COPS Office may use internal peer reviewers, external peer reviewers, or a combination to assess applications on technical merit using the solicitation's review. An external peer reviewer is an expert in the subject matter of a given topic area who is not a current federal employee. An internal peer reviewer is a current federal employee who is well-versed or has expertise in the subject matter of the subcategory. Peer reviewers' ratings are advisory only, although reviewer views are considered carefully.

Applications that meet eligibility and basic minimum requirements will be evaluated and ranked by peer reviewers. Peer reviewers will be asked to review applications based on the application subcategory and the goal of the solicitation to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities. Reviewers will also be asked to consider the subcategory-specific solicited goals, requirements, and deliverables described in the solicitation language.

Upon completion of their reviews, Peer Review Panels will recommend highly rated applications to advance to the Senior Leadership Review and Recommendation Panel.

### **Review criteria**

Applications will be evaluated based on the following merit criteria, which the applicant addresses in their application, application questions, budget narrative, budget worksheets, and other attachments. Applications that are not responsive to the solicitation or duplicative of past or ongoing federally funded work will be scored accordingly. Although not an exhaustive list, at a minimum, reviewers will be asked to evaluate applications according to the following criteria:

- Issue Identification and Solicitation Responsiveness (*10 percent*)
  - Clearly identifies how the project responds to the goals and requirements of the solicitation
  - Includes a description of the deliverables and/or services that are already provided (if any) and those that will be provided with federal funding
  - Provides a comprehensive, logical, and clear description of how the deliverable(s) and/or services will be feasibly developed or deployed
  - Explains why this project is necessary to address a gap in knowledge, services, or practice Explains how this project will assist the applying agency in implementing or institutionalizing community policing
- Impact on the Agency/Agencies (*15 percent*)
  - Estimates number of law enforcement personnel, family members, and other individuals that will directly benefit from the services (for example, number of individuals receiving services, number of individuals receiving training)

- Project will take the appropriate steps to ensure confidentiality of participants and service recipients Identifies relevant performance measures and clearly describes approach for collecting, analyzing, and reporting the measures
- Includes a reasonable assessment of level of engagement (buy-in) from staff and partners
- Explains how project will not result in unnecessary duplication of other efforts by the COPS Office or other DOJ components
- Project Management Plan, Strategy, and Feasibility (30 percent)
  - Presents the relevant and appropriate research, case studies, or other resources that were utilized in the development of the project management plan and strategy
  - Identifies the relevant recommendations from the LEMWHA Report to Congress upon which the application is based
  - Includes a detailed project/work plan that is aligned to solicitation goals and requirements
  - Provides detailed breakdown of clearly defined roles, tasks, and deliverables that are supported by feasible timelines and align with the proposed budget
  - Description of an outreach plan for the roll-out of deliverable(s) and/or services to facilitate participation with the deliverables and/or services to the target audience(s), where applicable
  - Outlines the current policies or proposed changes to policies and procedures to promote officer safety and wellness and facilitate organizational change
- Experience and Capacity (25 percent)
  - Inclusion of resumes or vitae for key staff (up to three) who possess the necessary experience to successfully manage the project
  - Project staff, contractors, or consultants have relevant subject matter expertise, knowledge, skills, and appropriate licensure (when necessary) to achieve project goals and produce proposed deliverable(s) and/ or deploy services
  - Identification of any key partnerships or stakeholders, should include their role in the implementation of this project, responsibilities, and level of commitment
- Budget (20 percent)
  - Provides a detailed budget narrative with costs that are allowable, appropriate, and reasonable relative to the level of effort and critical to the completion of the project
  - Provides a budget narrative that adequately justifies the budget and matches the feasibility and intent of the proposed project
  - Provides a detailed budget that matches the tasks and deliverable(s) outlined in the project narrative Provides detailed breakdowns of each budget category and justification for total costs, such as per unit over time or reasonable estimate at time of application submission
  - Provides appropriate budget justification documentation which may include a current indirect cost rate agreement, sole source justification, and consultant rate justification
  - Identifies how strategy makes use of time and cost saving methods for conducting project work to achieving goals and objectives while not sacrificing quality outcomes

## **Administrative compliance review**

All advancing applications will undergo an administrative compliance review. Past financial and programmatic performance with DOJ award funding will be considered in this review process. Past performance may affect the overall rating and ranking of an application. Factors that may be included in the past performance review are: the extent to which the applicant has adhered to all special conditions in the prior awards, the extent to which the applicant has complied with programmatic and financial reporting requirements, the extent to which the applicant has completed closeout of prior awards in a timely manner, whether the applicant has received financial clearances in a timely manner, whether the applicant has resolved any issues identified in an audit or on-site monitoring visit in a timely manner, whether the applicant has adhered to single audit requirements and the extent to which the applicant has completed work and spent prior award funds in a timely manner.

Pursuant to 2 C.F.R. Part 200 ("Uniform Guidance"), before award decisions are made, the COPS Office also reviews information related to the degree of risk posed by applicants. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, the COPS Office checks whether the applicant is listed in SAM as excluded from receiving a federal award. The COPS Office also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, "FAPIIS"). Applicants may review and comment on any information about them in SAM that a federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

The COPS Office may contact applicants regarding budget and financial questions as part of the review process. This outreach is not an indication of funds or awarding decisions.



## Senior Leadership Review and Recommendation Panel

The Senior Leadership Review and Recommendation Panel is composed of senior-ranking federal employees. The panel will review all advancing applications from the Peer Review Panel and make recommendations for funding based on Peer Review Panel scores, administrative compliance review, past performance, project scope, and budget.

The Senior Leadership Review and Recommendation Panel will submit formal recommendations for funding to the COPS Office Director.

### Director's selection

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including prior funding history, current award balances, underserved populations, population served, geographic diversity, strategic priorities, past performance, significant concerns regarding ability of the applicant to administer federal funds, and available funding when making awards.

All award decisions are final and not subject to appeal.

## Federal Award Administration Information

### Award decisions

It is anticipated that awards will be announced on or after October 1, 2021. Award notification will be sent electronically. Any public announcements will be posted on the [COPS Office website](#).

**All award decisions are final and not subject to appeal.**

To officially accept and begin your award, your organization must access your award package at <https://justgrants.usdoj.gov/>. Once you access your account, you will review and electronically sign the award document (including award terms and conditions) and, if applicable, the special award conditions or high risk conditions within 45 days of the date shown on the award congratulatory letter, unless an extension is requested and granted. Your organization will not be able to draw down award funds until the COPS Office receives your signed award document. For more information on accepting your award, please visit the [JustGrants Training page](#) for step-by-step instructions.

For technical support with JustGrants, please call JustGrants Support at **JustGrants.Support@usdoj.gov**, or 833-872-5175. For programmatic assistance, please contact the COPS Office Response Center at **AskCopsRC@usdoj.gov** or 800-421-6770.

### The award document

The award document is the document indicating your official award funding amount, the award number, the award terms and conditions, and award start and end dates.

The award start date indicated on the award document/cooperative agreement means that your organization may be reimbursed for any allowable costs incurred on or after this date. The duration of awards is 24 months.

Your FY 2021 award number is in the following format: 2021-MH-WX-K000. The COPS Office tracks award information based upon this number. Therefore, it is important to have your organization's award number (or your organization's DUNS number) readily available when corresponding with the COPS Office.

The award conditions are listed on your organization's Award Document and, if applicable, the Award Document Supplement. By accepting this award, you are acknowledging that you are obtaining federal funds from the COPS Office. As part of that agreement, if awarded funds, your organization will acknowledge that it will comply with these conditions (and, if applicable, additional special conditions or high risk conditions in the Award Document Supplement specific to your organization).

In limited circumstances, your award may be subject to special conditions or high risk conditions that prevent your organization from drawing down or accessing award funds until the special conditions or high risk conditions are satisfied as determined by the COPS Office. Any special conditions or high risk conditions will be included in your Award Document Supplement.

### Administrative and national policy requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

Please see general terms and conditions in the following section.

### Terms and conditions

The following section describes the compliance terms, conditions, and other requirements that applicants should be aware of before applying to COPS Office programs. Please review this section carefully. By submitting your application, your organization



assures the COPS Office that you agree to the below terms, conditions, and requirements. If awarded funds, by accepting your COPS Office award, your organization agrees to comply with all of the terms, conditions, and other requirements in your award package and any additional special or high risk conditions that may be imposed on your award.

**I. & II. Assurances and Certifications (also refer to “U.S. Department of Justice Certified Standard Assurances and U.S. Department of Justice Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing” of this Guide and Standard Application forms.)**

Applicants to COPS Office programs are required to sign the standard Assurances and Certifications forms. Signing these documents assures the COPS Office that you have read and understood and that you accept the terms and conditions as outlined in the Assurances and Certifications. Please read these documents carefully, as signatures on these documents are treated as material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to make an award.

**III. Disclosure of Lobbying Activities (also refer to “Disclosure of lobbying activities” of this Guide and Standard Application forms.)**

This disclosure form shall be completed by the reporting entity, whether subrecipient or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

If this applies to your organization, you are required to complete the disclosure form in the “Disclosures and Assurances” section of the application. If you need to complete and submit additional forms, please complete and submit them as attachments in the “Additional Application Components” section.

Please be advised that all recipients and subrecipients must comply with the provisions of 2 C.F.R. § 200.450 Lobbying, as appropriate, regarding unallowable costs under the federal award associated with lobbying or influencing activities. Additional restrictions in 2 C.F.R. § 200.450(c) are applicable to nonprofit organizations and institutions of higher education.

**IV. Criminal intelligence systems/28 C.F.R. Part 23 compliance**

If your agency is receiving COPS Office funding for equipment or technology that will be used to operate an interjurisdictional criminal intelligence system, you must agree to comply with the operating principles found at 28 C.F.R. Part 23. An interjurisdictional criminal intelligence system is generally defined as a system that receives, stores, analyzes, exchanges, or disseminates data regarding ongoing criminal activities (such activities may include loan sharking, drug or stolen property trafficking, gambling, extortion, smuggling, bribery, and public corruption) and shares this data with other law enforcement jurisdictions. 28 C.F.R. Part 23 contains operating principles for these interjurisdictional criminal information systems that protect individual privacy and constitutional rights.

If you are simply using the COPS Office funds to operate a single agency database (or other unrelated forms of technology) and will not share criminal intelligence data with other jurisdictions, 28 C.F.R. Part 23 does not apply to this award.

**V. Award Owner’s Manual**

If awarded funding, the recipient agrees to comply with the terms and conditions in the Award Owner’s Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.); 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); 48 C.F.R. Part 31 (Contract Cost Principles and Procedures) as applicable; the Cooperative Agreement as applicable; representations made in the application; and all other applicable requirements, laws, orders, regulations, or circulars.

**VI. Nonsupplanting requirement**

COPS Office funds awarded to states or units of local government (including law enforcement agencies) may not be used to supplant (replace) state, local, or Bureau of Indian (BIA) funds that would, in the absence of federal assistance, be made available for award purposes (hiring, training, purchases, and/or other activities). Instead, COPS Office funds must be used to supplement (increase) the total amount of funds that would otherwise be made available for award purposes. 34 U.S.C. § 10384(a).

A recipient may not use COPS Office funds to pay for any item or cost associated with this funding request that the recipient is already obligated to pay. Nonfederal funds allocated to pay for award purposes may not be reallocated to other purposes or refunded should COPS Office funding be awarded. Nonfederal funds must remain available for and devoted to that purpose, with COPS Office funds supplementing those nonfederal funds. Funding awarded cannot be obligated until after the award start date (unless an exception is authorized in writing by the COPS Office). This means that COPS Office funds cannot be applied to any agency cost incurred prior to the award start date.

The possibility of supplanting will be the subject of careful application review, possible pre-award review, and post-award monitoring and audit. Any supplanting of nonfederal funds by COPS Office funds may be grounds for potential suspension or termination of award funding, recovery of misused funds, and/or other applicable legal sanctions.

If you have questions concerning the nonsupplanting requirement while completing this application, please contact the COPS Office Response Center at 800-421-6770 or [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov) for further information.

## **VII. Sole source**

Recipients who plan to use award funds for the noncompetitive procurement of an item (or group of items) or service in excess of \$250,000 must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

## **VIII. System for Award Management (SAM) and Universal Identifier requirements**

Unless exempted from this requirement under 2 C.F.R. § 25.110, the recipients must maintain the currency of their information in the SAM until submission of the final financial report required under this award or receipt of the final payment, whichever is later. This requires recipients to review and update the information at least annually after the initial registration and more frequently if required by changes in information or other award term.

To review the System for Award Management and Universal Identifier Award Term, please see [Appendix J in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#).

## **IX. Federal Funding Accountability and Transparency Act (FFATA)—Reporting subaward and executive compensation information**

The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires, among other things, that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is <https://www.USASpending.gov>.

Applicants should note that all recipients of awards of \$30,000 or more under this solicitation, consistent with FFATA, will be required to report award information on any first-tier subawards totaling \$30,000 or more and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. If applicable, the FFATA Subaward Reporting System (FSRS), accessible via the Internet at <https://www.fsr.gov>, is the reporting tool recipients under this solicitation will use to capture and report subaward information and any executive compensation data required by FFATA.

The subaward information entered in FSRS will then be displayed on <https://www.USASpending.gov>, associated with the prime award, furthering federal spending transparency.

Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the applicable reporting requirements should it receive funding.

To review the FFATA Reporting Subaward and Executive Compensation Award Term, please see [Appendix I in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#).

## **X. Contract provision under federal award**

All contracts made by the recipients under the federal award must contain the provisions required under 2 C.F.R. part 200 (Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.)

The full text of the contract provision may be found in [Appendix E in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#).

## **XI. Restrictions on internal confidentiality agreements**

Recipients, subrecipients, or entities that receive a contract or subcontract with any funds under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2021, Public Law 116–260, Division E, Title VII, Sec 742.

## **XII. Mandatory disclosure**

Under 2 C.F.R. § 200.113, recipients and subrecipients are required to timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award of more than \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM, and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339.

### **XIII. Debarment and Suspension**

Recipients agree not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Governmentwide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

### **XIV. Recipient Integrity and Performance Matters**

Recipients that received \$500,000 or more in a federal award agree to comply with the terms and conditions outlined in 2 C.F.R. Part 200, Appendix XII to part 200 — Award Term and Condition for Recipient Integrity and Performance Matters.

For the full text of 2 C.F.R. Part 200, Appendix XII to part 200, please refer to [Appendix F in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#).

### **XV. False Statements**

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, or debarment from participating in federal awards or contracts, and/or any other remedy available by law.

### **XVI. Duplicative Funding**

Recipients agree to notify the COPS Office if they receive, from any other source, funding for the same item(s) or service(s) also funded under this award.

### **XVII. Additional High-Risk Award Recipient Requirements**

Recipients agree to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk award recipient (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.208).

### **XVIII. Modifications**

Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. The COPS Office will not approve any modification request that results in an increase of federal funds.

### **XIX. Evaluations**

The COPS Office may conduct monitoring or sponsor national evaluations of COPS Office award programs. Recipients agree to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

### **XX. Allowable Costs**

The funding under this award is for the payment of approved costs identified in the Financial Clearance Memorandum (FCM). Recipients must forgo any profit or management fees in accordance with 2 C.F.R. § 200.400(g).

### **XXI. Equal Employment Opportunity Plan**

Recipients agree to comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

### **XXII. Employment Eligibility**

Recipients agree to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. See Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

### **XXIII. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information**

Recipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. Recipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see [Appendix G in the FY 2021 COPS Office Community Policing Advancement \(CPA\) Programs - Appendices](#) for a full text of the statute.

## **XXIV. Federal Civil Rights**

The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

## **XXV. Conflict of Interest**

Recipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.112.

## **XXVI. Reports/Performance Goals**

Recipients are responsible for submitting semiannual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425) 2 C.F.R. §§ 200.328 and 200.329. The progress report is used to track recipients' progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

## **XXVII. Extensions**

Recipients may request an extension of their award period to receive additional time to implement their award. Such extensions do not provide additional funding. Only recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award and should be requested in JustGrants.

## **XXVIII. Computer Network Requirement**

Recipients agree that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2021, Public Law 116-260, Division B, Title V, Sec 527.

## **XXIX. Award Monitoring Activities**

Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office may include site visits, enhanced office-based award reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. Recipients agree to cooperate with and respond to any requests for information pertaining to their award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

### **XXX. Travel Costs**

Travel costs for transportation, lodging and subsistence, and related items are allowable under this program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

### **XXXI. Paperwork Reduction Act Clearance and Privacy Act Review**

Recipients agree, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

### **XXXII. Copyright**

In accordance with 2 C.F.R. § 200.315(b), recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The COPS Office reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes and to authorize others to do so. The COPS Office license applies to (1) the copyright in any work developed under the award including any related subaward or contract and (2) any rights of copyright to which the recipient, including its subrecipient or contractor, purchases ownership with award funds.

Recipients agree that they are responsible for acquiring the rights, and ensuring that their subrecipients/contractors/authors acquire the rights, to copyrighted material for inclusion in U.S. Department of Justice publications and other deliverables developed under the award, including the payment of required fees. The COPS Office may make available for reproduction material produced under the award by any means, including a DOJ website, a hard copy, or in electronic form, without restriction. The COPS Office reserves the right, at its discretion, not to publish products and deliverables developed under the award as a U.S. Department of Justice resource. Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice: "This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

### **XXXIII. Human Subjects Research**

Recipients agree to comply with 28 C.F.R. Part 46 Protection of Human Subjects prior to expending award funds to perform human subjects research. Recipients also agree to comply with 28 C.F.R. Part 22 Confidentiality of Identifiable Research and Statistical Information to safeguard certain personally identifiable information.

### **XXXIV. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. § 200.216.

### **XXXV. Domestic Preferences in Procurement**

To the extent practicable and consistent with applicable law under the award, recipients and subrecipients will provide a preference for the procurement or use of goods produced and services offered in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Worker (January 25, 2021).

### **XXXVI. Termination**

The award may be terminated, in whole or in part, to the extent such termination is authorized by law for the reasons set forth in 2 C.F.R. § 200.340 including, but not limited to, failure to comply with award terms and conditions or when the award no longer effectuates program goals or agency priorities.

### **XXXVII. State Information Technology Point of Contact**

Recipients agree to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any information sharing or technology project funded by a COPS Office award. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, recipients agree to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

## **XXXVIII. Public Release Information**

Recipients agree to submit one copy of all reports and proposed publications resulting from the award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

*This project was supported, in whole or in part, by federal award number 2021-XX-XX-XXXX awarded to [entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.*

*The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity.*

## **XXXIX. News Media**

Recipients agree to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office and/or parameters of the award. Recipients agree to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

## **Other requirements**

### **Prior approval, planning, and reporting of conference/meetings/training costs**

Recipients are required to obtain written approval from the COPS Office prior to entering into any contract, agreement or other obligation for costs related to any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award. Submit all request to the Conference Cost Request mailbox at **COPS.Conferencecosts@usdoj.gov** and copy your program manager.

For more information on allowable costs, please visit [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).

Submit the Conference Cost Request/Reporting Form (CCR) at least 90 days prior to event. The document will have you breakout each event or training deliveries and ensures that all costs comply with current guidelines and policies on event/training planning, food and beverages, minimizing costs. Training or events should not be scheduled or delivered prior to receiving notice from your program manager that the CCR is approved.

All cooperative agreement award recipients must submit reports on conferences with total costs that exceed \$20,000, exceed cost thresholds, or for any conference at which more than 50 percent of the attendees were U.S. Department of Justice employees. The report must be submitted within 45 days of the end of the event. Award recipients are encouraged to establish policies regarding timely submission of invoices to ensure that they can meet the conference reporting deadline.

The reporting form is on the same form as the conference request.

### **Curriculum development**

The COPS Office defines training as the teaching and learning activities carried out for the primary purpose of helping members of an organization acquire and apply the knowledge, skills, abilities, and attitudes needed by a particular job or organization. Training is driven by specific goals and objectives; it is not a single event but rather an ongoing process that requires continuous self-reflection and evaluation.

The COPS Office trainings are national in scope and should have a specific law enforcement audience: executives, first line supervisors, line officers, dispatchers, joint community and officers, etc. COPS Office training supports the needs of the law enforcement field and strives to increase public safety.

The COPS Office has a series of requirements for the development and delivery of in-person and online training. These requirements can be found in the Curriculum Standards, Review, and Approval Guides, which were established to provide guidance to COPS Office training providers and program managers on instructional design, promising practices, and the process by which curricula will be reviewed and approved by the COPS Office. There are two guides separated by training type: (1) online training and (2) in-person training. They can be found at <https://cops.usdoj.gov/training>.

The COPS Office also has a series of requirements that instructors must meet prior to becoming instructors for COPS Office courses and for the duration of their instructor tenure. Those requirements can be found in the COPS Office Instructor Quality Assurance Guide, which can be accessed at <https://cops.usdoj.gov/training>.



In addition, the COPS Office has a series of technical requirements for online courses. Those requirements can be found at <https://cops.usdoj.gov/training>.

Applicants that propose the development and/or delivery of in-person training or development and/or online launch of training should clearly articulate the steps they propose to ensure all content, instructors, and technical requirements meet the requirements set forth by the COPS Office. Applicants should not assume that reviewers are experts in the course they are proposing in the application and should provide specific process steps and information pertinent to achieve effective training outcomes.

If awarded funds to develop and/or deliver training under a cooperative agreement, recipients will be required to follow these guides and comply with all terms outlined in the cooperative agreement.

### **Federal Leadership on Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," the COPS Office encourages recipients of U.S. Department of Justice funds to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease crashes caused by distracted drivers.

### **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, "Increasing Seat Belt Use in the United States," the COPS Office encourages recipients of U.S. Department of Justice funds to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

### **Remedies for noncompliance**

Under 2 C.F.R. § 200.339, if the recipient fails to comply with award terms and conditions, the Federal awarding agency may impose additional conditions or take one or more of the following actions as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Prior to imposing sanctions, the COPS Office will provide reasonable notice to the recipient of its intent to impose sanctions and will attempt to resolve the problem informally. Appeal procedures will follow those in the U.S. Department of Justice regulations in 28 C.F.R. Part 18.

Awards terminated due to noncompliance with the federal statutes, regulations, or award terms and conditions will be reported to the integrity and performance system accessible through SAM (currently FAPIIS).

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and any other remedy available by law.

Please be advised that recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

### **Federal Awarding Agency Contact(s)**

For technical assistance with submitting the SF-424, please call the Grants.gov customer service hotline at 800-518-4726, send questions via email to [support@Grants.gov](mailto:support@Grants.gov), or consult the [Grants.gov Organization Applicant User Guide](#). The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical support with the Justice Grants System (JustGrants) application, please contact the JustGrants Support at [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov), or 833-872-5175. The JustGrants Support operates Monday through Friday between the hours of 5:00 a.m. and 9:00 p.m. Eastern Time (ET) and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET. Training on JustGrants can also be found at <https://justicegrants.usdoj.gov/training-resources>.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov). The COPS Office Response Center operates Monday through Friday, 9:00 a.m. to 5:00 p.m. ET, except on federal holidays.

## **Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)**

All applications submitted to the COPS Office (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request if DOJ determines that the responsive information is protected from disclosure under the Privacy Act or falls within the scope of one or more of the nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to the FOIA not to release some or all portions of an application/award file.

In its review of records that are responsive to a FOIA request, the COPS Office will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, the COPS Office will request the views of the applicant/recipient that submitted a responsive document.

For example, if the COPS Office receives a request pursuant to the FOIA for an application submitted by a nonprofit organization, for-profit organization, or an institution of higher education or a request for an application that involves research, the COPS Office typically will contact the applicant/recipient that submitted the application. The COPS Office will ask the applicant/recipient to identify—quite precisely—any particular information in the application that the applicant/recipient believes falls under a FOIA exemption, the specific exemption it believes applies, and why. After considering the submission by the applicant/recipient, the COPS Office will make an independent assessment regarding withholding information.

### **Feedback to the COPS Office**

To assist the COPS Office in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Provide feedback via email to [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov) with the following subject line “FY21 LEMHWA Program Feedback.”

**IMPORTANT:** This email is for feedback and suggestions only. Replies are not sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, you must contact the COPS Office Response Center at [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov) or 800-421-6770.

## **COPS Other Information Reporting, Monitoring, and Evaluation Requirements**

### **Reporting**

If awarded, your organization will be required to submit quarterly Federal Financial Reports as well as semiannual Programmatic Progress Reports. Recipient should be prepared to track and report program award funding separately from other funding sources (including other COPS Office federal awards) to ensure accurate financial and programmatic reporting on a timely basis. Recipients should ensure that they have financial internal controls in place to monitor the use of program funding and ensure that its use is consistent with the award terms and conditions. Good stewardship in this area includes written accounting practices, and use of an accounting system that tracks all award drawdowns and expenditures, and the ability to track when award-funded positions are filled or approved purchases are made. Failure to submit complete reports or submit them in a timely manner may result in the suspension and possible termination of a recipient's COPS Office award funding or other remedial actions.

### **Monitoring**

Federal law requires that law enforcement agencies receiving federal funding from the COPS Office be monitored to ensure compliance with their award conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice.

Awarded organizations will be responsible for submitting Programmatic Progress Reports on a semiannual basis and Federal Financial Reports on a quarterly basis. In addition, awarded organizations will be responsible for the timely submission of a final Closeout Report and any other required final reports. All COPS Office recipients will be required to participate in such award monitoring activities of the U.S. Department of Justice, including but not limited to the COPS Office, the Office of the Inspector General, or any entity designated by the COPS Office.

Please note that the COPS Office may take a number of monitoring approaches, such as site visits, enhanced office-based award reviews, alleged noncompliance reviews, and periodic surveys to gather information and to ensure compliance. The COPS Office may seek information including, but not limited to, your organization's compliance with nonsupplanting and both programmatic and financial requirements of the award, and your organization's progress toward achieving your community policing strategy. Program and monitoring specialists as well as auditors are particularly interested in confirming that the purchase of items and/or services is consistent with the applicant's approved award budget as reflected on the Financial Clearance Memorandum and Final Funding Memorandum.



If awarded funds, you agree to cooperate with and respond to any requests for information pertaining to your award in preparation for any of the above-referenced award monitoring activities.

Please feel free to contact your COPS Office Program Manager to discuss any questions or concerns you may have regarding the monitoring, reporting, and evaluation requirements.

### **Program evaluation**

Though a formal assessment is not a requirement, awarded organizations are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping organizations identify areas in need of improvement, providing data of successful processes, and reducing vulnerabilities.

Selected award recipients shall be evaluated on the local level or as part of a national evaluation, pursuant to guidelines established by the Attorney General. Such evaluations may include assessments of individual program implementations. In selected jurisdictions that are able to support outcome evaluations, the effectiveness of funded programs, projects, and activities may be required. Outcome measures may include crime and victimization indicators, quality of life measures, community perceptions, and police perceptions of their own work.

### **Audit Requirement**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, Subpart F – Audit Requirements, available at [https://www.ecfr.gov/cgi-bin/text\\_id?tpl=/ecfr.browse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text_id?tpl=/ecfr.browse/Title02/2cfr200_main_02.tpl), establish the requirements for organizational audits that apply to COPS Office award recipients. Recipients must arrange for the required organization-wide (not award- by-award) audit in accordance with the requirements of Subpart F.

### **Civil rights**

All recipients are required to comply with nondiscrimination requirements contained in various federal laws. A memorandum addressing federal civil rights statutes and regulations from the Office for Civil Rights, Office of Justice Programs will be included in the award package for award recipients. All applicants should consult the Assurances form to understand the applicable legal and administrative requirements.

Please be advised that a hold may be placed on this application if it is deemed that the applicant organization is not in compliance with federal civil rights law or is not cooperating with an ongoing federal civil rights investigation.

### **28 C.F.R. Part 38 Equal Treatment for Faith-Based Organizations**

Recipients and subrecipients (at any tier) must comply with all applicable requirements of the DOJ regulation entitled "Equal Treatment for Faith-Based Organizations" at 28 C.F.R. Part 38.

For more information on the regulation, please see the Office for Civil Rights website at <https://www.ojp.gov/program/civil-rights/partnerships-faith-based-and-other-neighborhood-organizations>.

### **Section 508 of the Rehabilitation Act**

If you are an applicant using assistive technology and you encounter difficulty when applying, please contact the COPS Office Response Center at [AskCopsRC@usdoj.gov](mailto:AskCopsRC@usdoj.gov) or 800-421-6770.

The department is committed to ensuring equal access to all applicants and will assist any applicant who may experience difficulties with assistive technology when applying for awards using the JustGrants System.

### **Public Reporting Burden- Paper Work Reduction Act Notice**

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503. For any questions or comments, please contact Lashon Hillard, COPS Office Paperwork Reduction Act Program Manager, at 202-514-6563.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 04/30/2021.

### **Performance Measures**

To assist in fulfilling the U.S. Department of Justice's responsibilities under the Government Performance and Results Act Modernization Act (GPRA Modernization Act) of 2010, P.L. 111–352), recipients who receive funding from the Federal Government must measure the results of work that funding supports. This act specifically requires the COPS Office and other federal agencies to set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures fare as shown in the below table.

Objective	Performance measures	Data recipient provides
Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training.	<p>Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance) has increased your agency's community policing capacity?</p> <p>Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training) have increased your agency's community policing capacity?</p>	Recipients will rate the effectiveness of the COPS Office funding in increasing community policing capacity. Data will be collected on a periodic basis through progress reports.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving; (2) partnerships; and (3) organizational transformation. The COPS Office requires all applicants to describe how the personnel, technology, equipment, supplies, travel, or training requested will assist the applicant in implementing community policing strategies.

To read an overview of the principles of community policing, please see the COPS Office publication [Community Policing Defined](#).

As part of the programmatic progress performance reports, all recipients will be required to report on their progress toward implementing community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to the program to better meet the program's objective and law enforcement agency needs.

### Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).

## Survey Questions

### FY21 LEMHWA Elig

#### Applicant Eligibility

**Instructions:** The following questions will be used to determine eligibility for the LEMHWA program. NOTE: If you select "no" to any of the below questions, you will be considered ineligible for the LEMHWA program and will not receive consideration for funding.

Please indicate if your jurisdiction is primarily considered rural, urban, or suburban.

Is your agency established and currently operational? A law enforcement is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

### FY 2021 CPA Solicitation Questions

#### Research and Development

**Instructions:** For the purposes of this solicitation, R&D as defined by 2 C.F.R. §200.87 means all research activities, both basic and applied, and all development activities that are performed by nonfederal entities. The term "research" also includes activities involving the training of individuals in research techniques where such activities use the same facilities as other research and development activities and where such activities are not included in the instruction function. "Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

Please select "yes" if any part of your project could be considered R&D or "no" if no portion of your project would support R&D.

Could any portion of your project be considered research and development (R&D) as defined by 2 C.F.R. §200.87?

#### Youth-Centered Project

**Instructions:** For the purposes of this solicitation, please select "yes" if any part of your project involves interactions with minors under the age of 18 years. NOTE: A special award condition will apply to all youth-centered awards. This condition will require recipients and subrecipients to make determinations of suitability before certain covered individuals interact with participating minors under the age of 18 years old in the course of activities funded under the award.

Could any activities under your project involve interactions with minors under the age of 18 years?

## Training

**Instructions:** The COPS Office defines training as the teaching and learning activities carried out for the primary purpose of helping members of an organization other than your own acquire and apply the knowledge, skills, abilities, and attitudes needed by a particular job or organization. Training is driven by specific goals and objectives? it is not a single event but rather an ongoing process that requires continuous self-reflection and evaluation. Guides, webinars, articles, conference presentations, toolkits, podcasts, videos, blogs, and news feeds (to provide a few examples) can serve as support material in trainings or as standalone materials to increase knowledge, but on their own they are not defined as training by the COPS Office. Please select "yes" if any part of your project fits within the definition of training or "no" if no portion of your project fits within the definition of training.

Could any portion of your project be considered training?

Law Enforcement/Organization Executive

### **Instructions for Law Enforcement Agencies:**

The Law Enforcement Executive is the highest ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent) and must be assigned the role: "Authorized Representative 1" in JustGrants.

### **Instructions for Non-Law Enforcement Agencies:**

For non-law enforcement agencies, the Law Enforcement Executive is the highest ranking program official in the jurisdiction and must be assigned the role: "Authorized Representative 1" in JustGrants. If the award is awarded, this position will ultimately be responsible for the programmatic management of the award. Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable.

Title:

First Name:

Last Name:

Phone:

Email Address:

### **Instructions for Government Agencies:**

This is the highest ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent) and must be assigned the role: "Authorized Representative 2" in JustGrants.

### **Instructions for Non-Government Agencies:**

This is the financial official who has the authority to apply for this award on behalf of the applicant agency (e.g., Chief Financial Officer, Treasurer, or equivalent) and must be assigned the role: "Authorized Representative 2" in JustGrants. If the award is awarded, this position will ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable.

Title:

First Name:

Last Name:

Phone:

Email Address:

### **Instructions for Application Contact:**

Enter the application contact's name and contact information.

Title:

First Name:

Last Name:

Phone:

Email Address:

Please select your U.S. Attorney's District Office from the below drop-down options.

## Law enforcement and community policing strategy

Instructions: The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving: Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. Please refer to the COPS Office website ( <https://cops.usdoj.gov/RI/ric.php?page=detail&id=COPS-P157>) for further information regarding this definition and its sub-elements.

Please answer the following questions regarding your community support and impact on the jurisdiction.

To what extent is there community support in your jurisdiction for implementing the proposed award activities?

If awarded, to what extent will the award activities impact the other components of the criminal justice system in your jurisdiction?

### Explanation of need for federal assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 1,000 characters.]

### Continuation of support after federal funding ends

Instructions: The questions in this section will be used for programs without a retention requirement to report any plans to continue the program or activity after the conclusion of federal funding.

Does your agency or organization plan to obtain necessary support and continue the program, project, or activity following the conclusion of federal support?

Please identify the source(s) of funding that your agency plans to utilize to continue the program, project, or activity following the conclusion of federal support:

General funds

Issue bonds or raise taxes

Private sources and donations

Non-federal asset forfeiture funds (subject to approval from the state or local oversight agency)

State, local, or other non-federal grant funding

Fundraising efforts

Other

If "other" is selected in the above question, please provide a brief description of the source(s) of funding.

## FY21 CPA Information

Type of Agency/Organization

**Type of Agency** (select one)

From the list below, please select the type of agency which best describes the applicant.

### Law Enforcement Entities

From the list below, please select the type of agency which best describes the applicant.

### Non-Law Enforcement Entities

U.S. Department of Justice and other federal funding

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application.

Be advised that as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application.

Please list any current, active non-COPS Office awards that support the same or similar activities or services as being proposed in this application.

- Federal Awarding Agency or State Agency for Sub-awarded Federal Funding
- Award Number
- Program Name
- Award Start Date (mm/dd/yyyy)
- Award End Date (mm/dd/yyyy)
- Award Amount
- Describe How This Project Differs From The Application For COPS Office Funding

Describe How This Project Differs From The Application For COPS Office Funding:

Please list any pending non-COPS Office grant applications that support the same or similar activities or services as being proposed in this application.

- Federal Awarding Agency or State Agency for Sub-awarded Federal Funding
- Application Number (if known)
- Program Name
- Project Length
- Total Requested Amount
- Items Requested
- Describe How This Project Differs From The Application For COPS Office Funding

Describe How This Project Differs From The Application For COPS Office Funding:

If you have more than one pending application or active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application, please provide the above information in the below text box.

Certification of Review of 28 CFR Part 23/Criminal Intelligence

#### REVIEWS AND CERTIFICATIONS

Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the "Terms and Conditions" section of this application for additional information. Please check one of the following, as applicable to your agency's intended use of this award: Acknowledgement of Electronic Signatures

By checking the box below, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.

#### **FY21LEHWA\_AppQuestions**

Proposed Project Demographics

What is the total number of employees who will be eligible for services under this program? Which of the following best describes your project's service area?

- Urban: a densely populated environment with extensive infrastructure and commercial centers
- Suburban: a populated environment immediately adjacent to an urban center but less densely populated than the urban center
- Exurban: an area of varied population density within commuting distance of but not immediately adjacent to an urban center
- Rural: an area of low population density at some distance removed from an urban center
- School district or educational institution: a law enforcement agency whose jurisdiction includes only a school, school district, or institution of higher education
- Correctional facility: Please use the definition officially used by your agency.
- Special units: such as (but not limited to) SWAT, human trafficking, K-9, etc.

Please explain how federal funding will create or enhance your current officer Mental Health and Wellness efforts. Please also provide local data or describe circumstances that indicate your need for Federal funding.

How will the actions proposed in this application assist your agency in implementing or institutionalizing community policing?

#### Anticipated Reach and Impact

Please identify the groups served by this project.

Please describe the anticipated reach of your program and the impact on your agency.

Within each selected category, indicate the current and proposed number of persons per year who are or will be receiving health and wellness services when the program is fully operational. Estimates are acceptable.

For each group being served, please enter one of the following choices:

- Currently served: The number currently served per year by existing mental health and wellness programming
- Proposed number served: The total number that would be served if awarded LEMHWA funding

If the following positions overlap (for example, deputies and correctional officers) please enter numbers for only one category.

Sworn officers/deputies

Civilian staff

Retired officers/deputies

Retired staff

Correctional officers/staff

Family members / Significant others

Other

If you selected "Other," please provide a brief explanation.

Please indicate below the mental health and wellness services that your agency currently provides and the services that you would implement or enhance if awarded LEMHWA funding.

Regularly scheduled mental health check-ins

On-site counseling

Off-site counseling

Virtual counseling

Debriefing and/or Critical Incident Stress Management (CISM) program

Trained peer counselors

Chaplaincy / Spiritual Support

Suicide prevention programming

Mental health awareness training

Mindfulness practice

Quiet room

Other (please explain below)

If you selected "Other," please provide a brief explanation.

Please identify any recommendations from the LEMHWA Report to Congress and Case Studies upon which your application is based, as well as any other research or resources you plan to use to implement your LEMHWA project.

Please describe your LEMHWA project. How will this program advance the goals and requirements of the LEMHWA program? What are the goals of this project? What steps will be taken to achieve those goals? Please note that a detailed timeline with milestones will be required in the "Additional Application Components" section of this application.

#### Agency Policies and Partnerships

Please describe your current and proposed officer health and wellness related policies and partnerships and how they will impact the proposed LEMHWA Project.

Please indicate below the mental health and wellness partnerships that your agency currently has and the partnerships that you would implement or enhance if awarded LEMHWA funding.

Institutions of higher education

Behavioral and mental health providers

Physical health providers

Labor union or affinity groups

Community-based organization

Faith-based organization

Employee assistance program

Peer first responder agencies

Other (please explain below)

If you selected "Other," please provide a brief explanation

Please identify the key team members from your agency who will support this project and any interagency resources that will ensure the successful implementation of this project. Please include a description of the responsibilities and role of each team member and partner.

Leadership and Staff Buy-in

Community and law enforcement executive partnerships are critical components in developing and implementing programs designed to include community policing advancement and officer wellness initiatives. From the list below, please select all parties who were involved in the development of your proposed wellness program.

If you selected "Other," please explain.

To increase program awareness and engagement, please indicate how staff will be informed that this project is available for their use in the agency.

Daily/Weekly roll call

Email notifications

Agency text messages

Regularly scheduled discussions with supervisors

Bulletin posting

App-based notification

Peer support introduction during union meetings

Other (please explain below)

If you selected "Other," please provide a brief but detailed explanation.

Please provide a short description of your marketing plan, focusing on what new or enhanced options you will use to increase program awareness

Performance Metrics

What method(s) do you intend to use to measure the success or value of your proposed LEMHWA program? Please select all that apply.

- Internal survey(s) of job satisfaction
- Internal survey(s) of work-related stress
- Community survey(s) of topics such as trust in or satisfaction with the agency
- Change in rates of use of force
- Change in turnover rates (e.g., early retirement, employees leaving for other agencies, or employees leaving for other careers prior to standard retirement age/service time)
- Change in rates of sick leave taken for nonphysical ailments
- Change in rates of sick leave taken for physical ailments

- Change in rate of non—use of force internally investigated incidents (e.g., officers/deputies accused of committing criminal offenses or policy violations)
- Change in rates of citizen complaints
- Other

If you selected “Other,” please provide a brief but detailed explanation.

Please describe how you intend to use these methods to assess program performance.



## Briefing Paper

### Public Infrastructure, Environment, & Sustainability Committee

<b>Division &amp; Department:</b>	Finance / Facilities
<b>Subject:</b>	EnVision Center Lease Costs
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	Paul Ingiosi ( <a href="mailto:pingiosi@spokanecity.org">pingiosi@spokanecity.org</a> / 625-6061)
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	PIES / Finance & Administration
<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)	Budget
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	
<b>Outcome:</b>	SBO for EnVision Center Lease Costs
<b>Background/History:</b> <p>The Spokane EnVision Center is a regional integrated social service site. The City entered the original lease for the site from September 2018 through November 2020. This was later extended through May 2021. The City is currently working with Spokane County and Spokane Workforce Council to secure the site for 2 years, with Spokane County as the leaseholder.</p> <p>The City funded the original term of the lease from one-time monies intended to address affordable housing needs. The subsequent six-month lease extension from Nov. 2010 through May 2021, was funded from contributions received from the Spokane Workforce Council. The funding strategy for next two years, June 1, 2021 through May 31, 2023, is for equal contributions provided from Spokane City, Spokane County, and Spokane Workforce Council.</p>	
<b>Executive Summary:</b> <p>The following request is to approve an appropriation of \$77,500 for monthly lease costs to continue the support of the Spokane Envision Center through the remainder of 2021. The City would fund \$43,750 of this amount from its Unappropriated General Fund Balance, and the remaining \$33,750 would be funded from contributions from Spokane County and Spokane Workforce Council. This assumes that the City processes the monthly lease cost June through August, and then contributes its share to the County to process the monthly lease cost September through December, when they are the leaseholder.</p> <p>If Spokane Envision Center can acquire alternative funding, such as a federal or local grant, the City would be reimbursed. It is envisioned that by May 2023, the Spokane Envision Center is a self-sufficient and sustainable program for the region.</p>	
<b>Budget Impact:</b> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" 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: Reclassify current expenses  Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impact:</b> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A  Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p>	

Specify changes required:

Known challenges/barriers: Known challenges/barriers:

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to establish and make changes in the appropriations of various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999	General Fund	
	99999	Unappropriated Reserves	<u>\$ 43,750</u>
TO:	0020-88100	General Fund	
	97183-80101	Operating Transfer Out	<u>\$ 43,750</u>

Section 2. That in the budget of the Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

FROM:	5900-30900	Asset Management Fund	
	99999-39710	From General Fund	\$ 43,750
	99999-36710	Contributions/Donations	\$ 33,750
			<u>\$ 77,500</u>
TO:	5900-30900	Asset Management Fund	
	18200-54501	Operating Rentals/Leases	<u>\$ 77,500</u>

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide budget authority for Envision Center lease costs through the end of the year, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper PIES Committee

<b>Division &amp; Department:</b>	Finance – Facilities Department
<b>Subject:</b>	Property Lease Extension with ULUPALAKUA Ranch
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	<a href="mailto:dsteele@spokanecity.org">dsteele@spokanecity.org</a> 625-6064
<b>City Council Sponsor:</b>	Breen Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	N/A
<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>	Community Health
<b>Deadline:</b>	6/1/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Completion of a 90-day extension of the recently extended property lease with ULUPALAKUA Ranch for 130 South Arthur.
<p><b>Background/History:</b> The property leased with ULUPALAKUA Ranch at 130 South Arthur provides the location for Envision Spokane. The City of Spokane and Spokane County are working in partnership to support Envision Spokane and are collaborating on a transition of responsibility for the lease to Spokane County. This extension provides 90 days to complete the leasing process with Spokane County, and allows for a 10 day termination in the event that Spokane County completes their leasing process sooner than 90 days.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• This property lease provides the location for Envision Spokane</li> <li>• The City of Spokane and Spokane County are in the process of transitioning responsibility of this lease from the City of Spokane to Spokane County.</li> <li>• This is a 90 day extension with a 10 day termination</li> <li>• An SBO will be accompanying this lease to allow for funding of this extension</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) <i>Match requirements will be determined at the time of award.</i></p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**

**THIRD AMENDMENT TO LEASE  
AGREEMENT**

**Title: 130 SOUTH ARTHUR**

This Third Lease Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and the **ULUPALAKUA RANCH, INC.**, a Washington corporation, whose address is (c/o Tiffany Janikowski), 309 Bradley Blvd., Ste. 115, Richland, Washington 99352 as ("Landlord"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Lease Agreement whereby Tenant leases commercial real estate located at 130 South Arthur for a term of October 1, 2018 through September 30, 2020; and*

*WHEREAS, the parties have twice amended the Lease Agreement to extend the term of the lease through May 31, 2021; and*

*WHEREAS, the parties wish to extend the term of the lease a third time for an additional three months, thus the original Lease Agreement 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 Lease Agreement, effective on September 20, 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 June 1, 2021.

**3. AMENDMENT.**

The parties agree that the lease term in Section 1 of the Lease Agreement entered into on September 20, 2018 and amended twice by the parties shall be extended beyond its current expiration date of May 31, 2021 for an additional three months commencing on June 1, 2021 and expiring on August 31, 2021. The City may terminate the lease agreement prior to the August 31, 2021 termination date by providing written notice by the 20th of the month, thereby terminating the remaining month(s) of the lease term. The monthly lease amount shall be \$16,320 for a total of \$97,920. The parties reserve the right to enter into future extensions by mutual written agreement.

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

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_  
Mayor/City Administrator

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

ULUPALAKUA RANCH, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
County of Spokane                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
County of Spokane                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this document, on oath stated that he/she/they were authorized to sign it and acknowledged it as the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the ULUPALAKUA RANCH, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_



## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility		
<b>Subject:</b>	Resolution for Naming the Tertiary Treatment Facility		
<b>Date:</b>	May 24, 2021		
<b>Contact (email &amp; phone):</b>	Raylene Gennett Wastewater Director 625-7901 <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a>		
<b>City Council Sponsor:</b>	Breean Beggs		
<b>Executive Sponsor:</b>			
<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>			
<b>Strategic Initiative:</b>			
<b>Deadline:</b>			
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Resolution naming the tertiary treatment facility the “Taylor Tertiary Treatment Facility”		
<u><b>Background/History:</b></u> With all the work Mike Taylor put into this project and all the work in the community that he did throughout his career we would like the naming of the facility to be in his honor.			
<u><b>Executive Summary:</b></u> Council approval of Resolution.			
<u><b>Budget Impact:</b></u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Department Other budget impacts: (revenue generating, match requirements, etc.)			
<u><b>Operations Impact:</b></u> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:			

## **RESOLUTION NO. 2021-**

A Resolution naming the tertiary treatment facility at the Riverside Park Water Reclamation Facility after Perry Michael “Mike” Taylor.

**WHEREAS**, Perry Michael “Mike” Taylor was well loved at City Hall, the Riverside Park Water Reclamation Facility and around the community; and

**WHEREAS**, Mike joined the City in 2009 as the City’s Engineering Services Director; and

**WHEREAS**, he was appointed to the position by then-Mayor Mary Verner after retiring from Taylor Engineering, which he started in 1985; and

**WHEREAS**, during his last years of City employment, Mike served as the program manager for installation of tertiary treatment at the Riverside Park Water Reclamation Facility, commonly known as the Next Level of Treatment; and

**WHEREAS**, this \$125 million project added membrane technology to the plant, most commonly used in drinking water treatment, to vastly improve the quality of the water released from the facility; and

**WHEREAS**, as part of this work, Mike had been a champion of value engineering and ensuring that Spokane’s citizens get the most out of their tax dollars; and

**WHEREAS**, Mike was much more than a great engineer, touching the lives of so many people throughout the Wastewater Department, the City, and the community; and

**WHEREAS**, he will be remembered for mentoring those around him and for his dedication to his friends, to his mother who lived well into her 90s, his kids and grandkids, and his wife Linda; and

**WHEREAS**, perhaps only Mike would appreciate a wastewater facility being named after him.

**NOW, THEREFORE, BE IT RESOLVED** by the Spokane City Council that:

**Section 1.** The Tertiary Treatment Facility at the Riverside Park Water Reclamation Facility be named the “Taylor Tertiary Treatment Facility.”

**Section 2.** That a sign bearing the new name be placed at the facility for all to remember Mike and his contributions to Spokane.

Adopted and approved by the Spokane City Council this \_\_\_\_ day of \_\_\_\_\_,  
2021.

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

Approved as to form:

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

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Engineering Services/ITSD
<b>Subject:</b>	ILA with Spokane County for PMWeb software sharing
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Kyle Twohig <a href="mailto:ktwohig@spokanecity.org">ktwohig@spokanecity.org</a> 625-6152
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<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)	Budget
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	For council consideration. Agreement (ILA) to be forwarded for Council approval.

Background/History:

- Integrated Capital Management and Engineering Services utilize a programmatic software solution for managing the capital program called PMWeb.
- The PMWeb project team has developed/customized a very detailed system for project management that is tailored to municipal unit price contracting and WSDOT specification requirements.
- Spokane County has run through a demo of our software and would like to utilize our system.

Executive Summary:

- Proposed Interlocal Agreement would allow the County to utilize the City's SaaS software system PMWeb
- The City will be the software contract holder and assign licenses to the County and manage application/system administration
- Spokane County will share in the software base costs and pay for their own licenses
- Spokane County will share in future software development costs that benefit both parties
- Spokane County will reimburse COS for software administration and support costs defined in ILA addendum
- Expected contribution from Spokane County for 2021 is \$69,339.56 plus additional shared costs for continued system development.
- Not only will the City save money, but our region benefits by aligning project management processes with our partner entity and contractors using the same system for both owners

Budget Impact:

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

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

If new, specify funding source: Revenue from County Participation

Other budget impacts: Revenue from County will offset City costs

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SPOKANE COUNTY AND THE CITY OF SPOKANE  
TO SHARE COSTS AND SERVICES FOR PMWeb**

THIS AGREEMENT is between **SPOKANE COUNTY**, a political subdivision of the State of Washington, as ("County"), and the **CITY OF SPOKANE**, a Washington municipal corporation, as ("City"); jointly referred to hereinafter as the "parties", and individually a "party".

**R E C I T A L S**

WHEREAS, pursuant to RCW 39.34.080, the County and the City may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the City contracts with PMWeb to provide Capital Project Management Software for the Public Works Division for management of capital improvement projects; and

WHEREAS, the City and County wish to create a partnership to share costs and services for PMWeb; and

WHEREAS, the County will share in the cost of licenses and support on an annual basis since both the City and the County utilize and share PMWeb;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. **PURPOSE.** This Agreement is to provide a mechanism whereby the County and the City can respectively share the costs and services of PMWeb, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.
2. **COST.** The City and County will share the costs and services as outlined in Exhibit A. City and County will maintain ownership and responsibility for individual data
3. **PAYMENT.** City will invoice the County for all agreed costs identified in Appendix A upon approval of this Agreement or the first working day of the year through the term of this Agreement. Payment shall be made payable to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

- a. Invoices to County shall be sent to: John Preston C/O Spokane County Public Works Department; 1026 W Broadway Avenue, Spokane, Washington, 99260.
- b. The City will invoice the County on or after the effective date of this agreement for the period effective date - 12/31/2021.
- c. The City will invoice the County on Jan. 1, 2022 for the period of 1/1/2022 – 12/31/2022.
- d. The City will invoice the County on Jan. 1, 2023 for the period of 1/1/2023 – 12/31/2023.
- e. Optional two-year renewal periods will be invoiced in like manner.

4. DURATION. This Agreement shall begin January 1, 2021, and run through December 31, 2023, with the option of two additional two-year renewals, unless terminated sooner The City agrees to maintain their relationship with the PMWeb vendor, including payment of all support fees, during the lifetime of this agreement.

5. CITY'S RESPONSIBILITIES. The City will continue to develop and improve upon the PMWeb software to fulfill City requirements and will make such improvements available for County use. Any requests by the City for future software improvements, that the County does not see as a benefit to County services, will be the City's responsibility to financially pursue.

6. COUNTY'S RESPONSIBILITIES. The County will continue to develop and improve upon the PMWeb software to fulfill County requirements and will make such improvements available for City use. Any requests by the County for future software improvements, that the City does not see as a benefit to City services, will be the County's responsibility to financially pursue.

7. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.
- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
- D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
- E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.

8. TERMINATION. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

- a. If Agreement is terminated by the County, the amount paid by County for the current period is non-refundable.
- b. If agreement is terminated by either party, the County may choose to contract with vendor independent of City vendor relationship.
- c. If vendor agreement with City is terminated due to vendor acquisition or other vendor issues beyond the control of City, City agrees to proportionately share in any refund of support fees with County.
- d. City agrees to share with County in good faith any future vendor communication that may impact future shared system viability, cost and future use.
- e. Upon termination, each agency will work with vendor to transfer any and all agency data to agency location of choice.

9. NOTICES. All Notices shall be in writing and served either personally or by certified mail, postage prepaid, return receipt requested to the following persons. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

City:

Innovation and Technology Services Division Administration Office  
Seventh Floor, City Hall  
808 West Spokane Falls Blvd  
Spokane, Washington 99201

County:

Board of County Commissioners  
1116 W. Broadway Avenue  
Spokane, Washington 99260  
Attention: Chairman

Board of County Commissioners Clerk  
1116 W. Broadway Avenue  
Spokane, Washington 99260

10. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

11. NO SEPARATE ENTITY CREATED. This Agreement does not create nor seek to create a separate legal entity pursuant to RCW 39.34.030(3)(b).

12. FINANCING. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

13. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.

14. AMENDMENTS. This Agreement may be amended at any time by mutual Agreement of the Parties executed with the same formalities as the present Agreement.

15. SEVERABILITY. Any provision of the Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof; and such other provision shall remain in full force and effect.

16. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, or posted on each of the parties' websites.

17. HEADING. The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

18. EXECUTION AND APPROVAL. The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

19. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

20. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

21. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its Website.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

**PASSED AND ADOPTED** by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JOSH KERNS, Chair

ATTEST:

\_\_\_\_\_  
MARY L. KUNEY, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
AL FRENCH, Commissioner



Date: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Approved as to form:

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

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

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

Exhibit A – Costs

Exhibit B – City Contract Administration and Management

Exhibit A

	2020			2021		
	Qty	Rate	Cost	Qty	Rate	Cost
Development Package S&M Renewal	1	2000.00	2000.00	1	2000.00	2000.00
Dedicated Server Renewal	2	6000.00	12000.00	2	6000.00	12000.00
SaaS Full User License Fee	15	1500.00	22500.00	22	1500.00	33000.00
SaaS Guest Concurrent User License Fee	25	1200.00	30000.00	30	1200.00	36000.00
SaaS Guest Named User License Fee	21	600.00	12600.00	26	600.00	15600.00
Walkme Support Software	1	22680.00	22680.00	1	22680.00	22680.00
Subtotal			101,780.00			121,280.00
Tax			9,058.42			10,793.92
Total			\$110,838.42			\$132,073.92
diff				diff		\$21,235.50

	City			County		
	Qty	Rate	Cost	Qty	Rate	Cost
Development Package S&M Renewal	0.5	\$2,000.00	\$1,000.00	0.5	\$2,000.00	\$1,000.00
Dedicated Server Renewal	1	\$6,000.00	\$6,000.00	1	\$6,000.00	\$6,000.00
SaaS Full User License Fee	15	\$1,500.00	\$22,500.00	7	\$1,500.00	\$10,500.00
SaaS Guest Concurrent User License Fee	15	\$1,200.00	\$18,000.00	15	\$1,200.00	\$18,000.00
SaaS Guest Named User License Fee	21	\$600.00	\$12,600.00	5	\$600.00	\$3,000.00
Walkme Support Software	.5	\$22680.00	\$11340.00	.5	\$22680.00	\$11,340.00
Subtotal			\$71,440.00			\$49,840.00
Tax			\$6,358.16			\$4,435.76
City Contract Administration and Management (Exhibit 3)				1	\$15063.80	15,063.80
Total			\$77,798.16			\$69,339.56

Costs will be updated annually and reflected in a revised Exhibit A accordingly. Documentation of vendor support cost changes must accompany a revised cost sharing estimates. Revised future cost estimates must be received a minimum of sixty (60) days prior to the next renewal period.

If both parties mutually agree to software improvements that require the use of a consultant or additional system costs, the costs will be shared equally by both parties. The City of Spokane anticipates executing a consultant agreement for software improvements in 2021 for 18 months with a budget of \$100,000. The anticipated portion of this budget to be invoiced to the County in 2021 is approximately \$18,000.

Exhibit B

Task	Estimated Hours	Direct Cost Billing Rate	Extended
County Program creation and implementation	15	\$40.36	\$605.40
County Project creation	25	\$40.36	\$1,009.00
Bid item master list creation and maintenance including submittals	10	\$40.36	\$403.60
New bid item creation with submittal requirements	40	\$40.36	\$1614.40
User permission setup and management	15	\$40.36	\$605.40
Report creation	100	\$40.36	\$4,036.00
Application training	20	\$40.36	\$807.20
Application troubleshooting and support	50	\$40.36	\$2,018.00
Walkme tutorials	30	\$40.36	\$1,210.80
Contract administration, renewal, execution	20	\$91.80	\$1,836.00
Billing and payments to vendor	10	\$91.80	\$918.00
Subtotal contract administration and management			\$15,063.80

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Engineering Services/ITSD
<b>Subject:</b>	Continuation of professional services for Engineering and ICM
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Kyle Twohig <a href="mailto:ktwohig@spokanecity.org">ktwohig@spokanecity.org</a> 625-6152
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<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)	Budget
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continuation of professional services for Engineering and ICM. Agreement to be forwarded for Council approval.
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The City selected PMWeb, Inc through RFP #4196-16 to provide Capital Project Management software. PMWeb is a SaaS (Software as a Service) solution that will be hosted and maintained by PMWeb. Professional services are required for on-going training, report development, PMWeb software enhancements, software configuration, and workflow development in support of existing contract OPR2017-0005.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with PMWeb, Inc for Professional Services and Support of the City's capital project management software</li> <li>Requesting \$99,875.00 for the extension of this contract over 18 months.</li> <li>Term is July 1, 2021 – June 30, 2023.</li> <li>Spokane County will share in these support costs pending execution of Interlocal Agreement</li> <li>Future developments include audit reporting, electronic procurement of public works projects, version upgrade support, enhanced functionality for multiple funding groups</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" 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: Revenue from County Participation Other budget impacts: Revenue from County will offset City costs	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



## Change Order Estimate

<b>Date:</b>	4/19/2021	<b>PMWeb Version:</b>	6.0.03
<b>Client:</b>	City of Spokane	<b>Billing Type:</b>	Not To Exceed
<b>Contact:</b>	Kyle Twohig	<b>Target Date:</b>	TBD
<b>Email:</b>	ktwohig@spokanecity.org	<b>Total Hours:</b>	500.00
<b>Phone #:</b>	+1 (509) 625-6152	<b>Rate:</b>	\$200.00 per hour
<b>Scope:</b>	Contract Extension		
<b>Ticket(s):</b>		<b>Total Labor Cost:</b>	\$100,000.00
<b>PMWeb Agent:</b>	Patrick Gaffney	<b>Travel Allowance:</b>	\$0.00
		<b>Total Cost:</b>	\$100,000.00

### Detailed Scope of Work

Extend PMWEB Professional Services Contract OPR 2019-0457 one year.

### Terms

1. Pricing is valid for 30 days.
2. Various Agreements with Full T&C's, if applicable, will be sent once quote is approved
3. To be billed monthly in arrears of services performed on actual billable time and travel expenses incurred up to, but not exceeding, the limits indicated above. Should the time become exhausted, PMWeb reserves the right to cease work until an additional Change Order is executed by both Client and PMWeb.
4. All amounts in U.S. Dollars
5. Travel & expenses, if applicable, will be billed additionally.
6. Upon delivery of services, Client will have 14 calendar days to notify PMWeb of any deficiencies or the work will be deemed completed to the satisfaction of the Client.
7. Customizations and Custom Reports are not supported under the PMWeb Support & Maintenance Agreement. As such all customization support will be billed on a Time & Materials basis. These customizations (if any) are guaranteed to function as per the attached SOW only for the PMWeb version indicated above. Should these customizations cease to function as expected on a version of PMWeb other than that as indicated above, PMWeb reserves the right to refuse to repair them without a signed proposal for said repairs.
8. Should Client opt to cancel the work for this Estimate, PMWeb will charge Client on Actual Time Worked at a rate of \$250.00 per hour up to the "Total Cost" on the Estimate, including any Travel Expenses incurred during the performance of said work

### Additional Provisions

Client has been informed of, and accepts the following additional provisions:

### PMWeb Authorization

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

### City of Spokane Authorization

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Water and Hydroelectric Department
<b>Subject:</b>	Ordinance Amendment – Update Water Fees
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	Elizabeth Schoedel, <a href="mailto:Eschoedel@spokanecity.org">Eschoedel@spokanecity.org</a> ; 509-625-6232
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Steve Burns
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability (PIES) Committee
<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)	Municipal Code Update for Water service fees, amending SMC Sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026, and 13.04.2028
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	N/A
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Amend SMC for Water service fees, amending SMC Sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026, and 13.04.2028
<p><b>Background/History:</b> <i>The City updated and revised its Water Rate Ordinances in November 2020. During the update process, water fees and costs were removed from the SMC and incorporated into a Public Rule and Procedure Fee Schedule – Rule 4100-20-02, which was adopted on November 17, 2020.</i></p> <p><i>The following SMC sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026 and 13.04.2028 were overlooked and omitted from updates and are now inconsistent with the adopted Public Rule and Procedure and out of date. This amendment re-aligns the SMC Provisions with the Public Rule. Time is of the essence and to avoid further conflict and inconsistencies, an emergency exists to shorten time.</i></p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>The City updated its water rate ordinances in November 2020 and adopted a Public Rule and Procedure entitled Water &amp; Hydroelectric Department -FEE SCHEDULE, Rule 4100-20-02 on November 17, 2020.</li> <li>SMC sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026 and 13.04.2028 were overlooked and omitted from updates, but were included in the Public Rule.</li> <li>Amendments reflect the removal of some water department fees and update of other water department fees and aligns the SMC sections with the Public Rule.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to the rates of Water services, amending SMC Sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026, and 13.04.2028 of chapter 13.04, declaring an emergency and setting an effective date.

WHEREAS, the City updated its water rate ordinances in November 2020 and adopted a Public Rule and Procedure entitled Water & Hydroelectric Department -FEE SCHEDULE, Rule 4100-20-02 on November 17, 2020; and

WHEREAS, SMC sections 13.04.0608, 13.04.2022, 13.04.2025, 13.04.2026 and 13.04.2028 were overlooked and omitted from updates, but were include in the Public Rule; and

WHEREAS, Amendments reflect the removal of some water department fees and update of other water department fees and aligns the SMC sections with the Public Rule; and

WHEREAS, time is of the essence and to avoid further conflict and inconsistencies, an emergency exists to shorten time; - Now, Therefore,

The City of Spokane does ordain:

Section 1: That SMC section 13.04.0608 entitled "Testing Meters" is amended as follows:

**13.04.0608 Testing Meters – Expense**

- A. Where the accuracy of record of a water meter is questioned, it may be removed at the customer's request and tested in the shops of the water and hydroelectric services department by means of the apparatus there provided or other reasonable means, and a report thereon will be duly made.
- B. It shall be the privilege of the customer to be present at the water and hydroelectric services department shops and witness such test. Both parties to the test must accept the findings so made.
- C. If the test discloses an error against the customer of more than three percent on the meter's registry, the water and hydroelectric services department will bear the entire expense of the test. Where no such error is found, the person who has requested the test shall pay a fee in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule. ~~((of two hundred fifty dollars (\$250.00) for such test.))~~

- D. The director may require a reasonable deposit, sufficient to secure the costs of removal and testing, prior to the test to be refunded if an error against the customer is discovered as above provided.
- E. The fees in this section shall be adjusted as provided in [SMC 13.04.2030 and in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule](#)

Section 2: That SMC section 13.04.2022 entitled “Turning Water On or Off – Other Charges” is amended as follows:

**13.04.2022 (~~Turning Water On or Off~~) Other Charges**

- A. The fee for valve replacement service for customer-owned meter valves two inches or less is in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule. (~~((-\$)-))~~)
- B. The fees for frozen meter replacement are in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule. (~~(-as follows:~~
  - 1. ~~Size of Service / Frozen Meter Replacement Charge.~~
    - a. ~~Five eighths inch: Two hundred forty dollars (\$240.00).~~
    - b. ~~Three quarter inch: Two hundred ninety five dollars (\$295.00).~~
    - c. ~~One inch: Three hundred fifty five dollars (\$355.00).~~
    - d. ~~One and one half inch: Four hundred fifty dollars (\$450.00).~~
    - e. ~~Two inch: Four hundred ninety dollars (\$490.00).)~~
- C. The director assesses a reasonable charge for items not otherwise specifically encompassed herein or in the City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule.
- D. The fees in this section shall be adjusted as provided in [SMC 13.04.2030 and in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule.](#)

Section 3: That SMC section 13.04.2025 entitled “Tap and Meter Requirements and Fees” is amended as follows:

**13.04.2025 Tap and Meter Requirements and Fees**

- A. Outside City taps must sign a water annexation covenant approved by the City legal department.
- B. Local improvement district and future main extension waivers are required on all approved long services.
- C. Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.
- D. Taps one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than eighty pounds.
- E. Remote reader charges are included in meter fees.
- F. City taps that need to be installed at a time other than normal water department business hours must pay an additional fee in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule (~~seven hundred fifty dollars (\$750.00))~~).
- G. Duplexes must have a minimum of one-inch tap and one-inch meter.
- H. Triplexes must have a minimum of two-inch tap and either a one-and-one-half inch or two-inch meter.
- I. Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional five hundred dollars (\$500.00) (~~two hundred dollars (\$200.00))~~) for a tapping saddle.
- J. Taps four inches and larger installed by private contractors during a main construction require an inspection fee of two hundred fifty dollars (\$250.00) (~~one hundred fifty dollars (\$150.00))~~).

Section 4: That SMC section 13.04.2026 entitled “Small Taps and Meters – Additional” is amended as follows:

#### **13.04.2026 Small Taps and Meters – Additional**

A. The fees associated with small taps and meters are set annually in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule.

~~((A. Tap Fees: [Reserved].~~

~~((B. Street:~~

~~1. One-inch tap — All: Nine hundred fifty dollars (\$950.00).~~

~~2. Two inch tap — All: One thousand five dollars (\$1,005.00).~~

~~C. Meter Fees.))~~

~~((4))B. All new One-inch and Three-quarter inch residential meters will be installed in a meter box within three feet of property line or in a dedicated utility easement. The meter and box will be sold as one unit.~~

~~((2. Three-quarter inch — Domestic/Meter and Box: One thousand three hundred seventy five dollars (\$1,375.00).~~

~~3. Three-quarter inch — Meter: Six hundred fifty dollars (\$650.00).~~

~~4. One inch — Domestic/Meter and Box: One thousand four hundred thirty five dollars (\$1,435.00).~~

~~5. One inch — Meter: Seven hundred fifty five dollars (\$755.00).~~

~~6. One and one half inch — Domestic: One thousand four hundred sixty dollars (\$1,460.00).~~

~~7. One and one half inch — Irrigation: One thousand four hundred seventy dollars (\$1,470.00).~~

~~8. Two inch — Domestic: One thousand five hundred sixty dollars (\$1,560.00).~~

~~9. Two inch — Irrigation: One thousand six hundred thirty five dollars (\$1,635.00).~~

~~10. Two inch — Fire, with DCVA: One thousand eight hundred ninety five dollars (\$1,895.00).~~

~~11. Two inch — Fire, no DCVA: One thousand three hundred eighty dollars (\$1,380.00).~~

~~12. Twenty four inch concrete box installation — No excavation: One thousand one hundred sixty five dollars (\$1,165.00).))~~

~~((D))C. ((Prices do not include the)) In addition to costs contained herein and in the Public Rule there is a forty dollar (\$40.00) processing fee for staff costs.~~

~~((E. If a utility offset is needed, the fee will be one thousand five hundred thirty dollars (\$1,530.00).~~

~~F. Work performed outside of normal business hours will be charged an additional seven hundred fifty dollars (\$750.00).~~

~~G. The fees in this section shall be adjusted as provided in [SMC 13.04.2030](#).~~

~~H.))D. Permit shall be valid for twelve months after which it will expire and a new permit will be required.~~

Section 5: That SMC section 13.04.2028 entitled “Large Taps and Meters” is amended as follows:

### **13.04.2028 Large Taps and Meters**

A. The fees associated with large taps and meters are set annually in accordance with City of Spokane Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule.

~~((The following fees apply to large taps and meters and are firm prices.~~

#### ~~A. Tap Fees:~~

- ~~1. Four-inch tap: Two thousand seven hundred dollars (\$2,700.00).~~
- ~~2. Six-inch tap: Two thousand eight hundred forty five dollars (\$2,845.00).~~
- ~~3. Eight-inch tap: Three thousand five hundred ten dollars (\$3,510.00).~~
- ~~4. Ten-inch tap: Four thousand three hundred eighty five dollars (\$4,385.00).~~
- ~~5. Twelve-inch tap: Four thousand six hundred twenty dollars (\$4,620.00).~~

#### ~~B. Meter Fees:~~

- ~~1. Three-inch domestic — With DCVA (TruFlow): Five thousand six hundred ninety dollars (\$5,690.00).~~
- ~~2. Three-inch domestic — No DCVA (TruFlow): Five thousand seventy dollars (\$5,070.00).~~
- ~~3. Three-inch irrigation — With DCVA (Turbine): Four thousand one hundred sixty dollars (\$4,160.00).~~
- ~~4. Three-inch irrigation — No DCVA (Turbine): Three thousand one hundred ten dollars (\$3,110.00).~~
- ~~5. Four-inch domestic — With DCVA (TruFlow): Six thousand eight hundred seventy five dollars (\$6,875.00).~~

- ~~6. Four inch domestic — No DCVA (TruFlow): Five thousand nine hundred sixty-five dollars (\$5,965.00).~~
- ~~7. Four inch fire — With DCDVA: Two thousand seven hundred five dollars (\$2,705.00).~~
- ~~8. Four inch fire — No DCDVA (vault): One thousand three hundred seventy-five dollars (\$1,375.00).~~
- ~~9. Four inch fire — No DCDVA (building — bypass only): Six hundred ninety dollars (\$690.00).~~
- ~~10. Four inch fire/dom — With DCVA (Protectus): Nine thousand three hundred sixty dollars (\$9,360.00).~~
- ~~11. Four inch fire/dom — No DCVA (Protectus): Eight thousand five dollars (\$8,005.00).~~
- ~~12. Four inch irrigation — With DCVA (Turbine): Five thousand one hundred seventy-five dollars (\$5,175.00).~~
- ~~13. Four inch irrigation — No DCVA (Turbine): Three thousand eight hundred twenty dollars (\$3,820.00).~~
- ~~14. Six inch domestic — With DCVA (TruFlow): Ten thousand six hundred forty-five dollars (\$10,645.00).~~
- ~~15. Six inch domestic — No DCVA (TruFlow): Nine thousand three hundred fifty dollars (\$9,350.00).~~
- ~~16. Six inch fire — With DCDVA: Three thousand three hundred sixty dollars (\$3,360.00).~~
- ~~17. Six inch fire — No DCDVA (vault): One thousand four hundred ninety-five dollars (\$1,495.00).~~
- ~~18. Six inch fire — No DCDVA (building — bypass only): Six hundred ninety dollars (\$690.00).~~
- ~~19. Six inch fire/dom — With DCVA (Protectus): Thirteen thousand eight hundred forty dollars (\$13,840.00).~~
- ~~20. Six inch fire/dom — No DCVA (Protectus): Eleven thousand nine hundred twenty-five dollars (\$11,925.00).~~

- ~~21. Six-inch irrigation—With DCVA (Turbine): Nine thousand one hundred five dollars (\$9,105.00).~~
- ~~22. Six-inch irrigation—No DCVA (Turbine): Seven thousand one hundred ninety dollars (\$7,190.00).~~
- ~~23. Eight-inch fire—With DCDVA: Five thousand eight hundred twenty dollars (\$5,820.00).~~
- ~~24. Eight-inch fire—No DCDVA (vault): One thousand eight hundred forty-five dollars (\$1,845.00).~~
- ~~25. Eight-inch fire—No DCDVA (building—bypass only): Six hundred ninety dollars (\$690.00).~~
- ~~26. Eight-inch fire/dom—With DCVA (Protectus): Nineteen thousand three hundred forty dollars (\$19,340.00).~~
- ~~27. Eight-inch fire/dom—No DCVA (Protectus): Fifteen thousand nine hundred five dollars (\$15,905.00).~~
- ~~28. Ten-inch fire—With DCDVA: Six thousand one hundred ninety-five dollars (\$6,195.00).~~
- ~~29. Ten-inch fire—No DCDVA (vault): One thousand nine hundred dollars (\$1,900.00).~~
- ~~30. Ten-inch fire—No DCDVA (building—bypass only): Six hundred ninety dollars (\$690.00).~~
- ~~31. Ten-inch fire/dom—With DCVA (Protectus): Estimate required.~~
- ~~32. Ten-inch fire/dom—No DCVA: Estimate required.))~~

~~((G)) B. In addition to costs contained herein and in the Public Rule there is a forty dollar (\$40.00) processing fee for staff costs. ((Prices do not include the forty dollars (\$40.00) processing fee for staff costs.))~~

~~((D. If a utility offset is needed, the fee will be one thousand five hundred thirty dollars (\$1,530.00).~~

~~E. Work performed outside of normal business hours will be charged an additional seven hundred fifty dollars (\$750.00).~~

~~F. The fees in this section shall be adjusted as provided in [SMC 13.04.2030](#).)~~

((G))C. Permit shall be valid for twelve months after which it will expire and a new permit will be required.

Section 6: Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_, 2021.

Section 7: Emergency Clause. This ordinance is necessary for the immediate preservation of the support of city government and its existing public institutions.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	6-Year Streets Program Draft
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	kpicanco@spokanecity.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<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)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	6-Year Comprehensive Street Program – 2022-2027: Final Reconciliation and DRAFT program
<b>Background/History:</b> In support of the State Growth Management Act and the City of Spokane's Comprehensive Plan, the City must maintain 6-year capital financing plans for certain providers of public facilities and services. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year, and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan's consistency with the Comprehensive Plan, it is scrutinized by the City Plan Commission. The Commission then makes a recommendation to the City Council as to the plan's consistency with the Comprehensive Plan, and the City Council then accepts or modifies the plan accordingly.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• This annual update facilitates:           <ul style="list-style-type: none"> <li>○ Compliance with the Growth Management Act and RCW 35.77.010,</li> <li>○ City of Spokane can qualify for grant and low interest loan funds,</li> <li>○ Meets requirement that the City maintain a 6-Year Capital Improvement plan for its capital street program.</li> </ul> </li> <li>• <b>Review of new projects in the program.</b> <ul style="list-style-type: none"> <li>○ <b>Reconciliation Sheet attached.</b></li> <li>○ <b>UDPDA letter requesting Riverside from Grant to Sherman be added-see attached.</b></li> </ul> </li> <li>• Looking to schedule Council hearing for June 21st for review and approval the '22-'27 Program.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts:	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## STREET PROGRAM RECONCILIATION SHEET

( Comparing 2022-27 against 2021-26 6yr. Program )

### New Projects Added to Six-Year Program (2022-2027)

Section/ Funds/ CN Year	Project Name	Project Description	Purpose Statement	Cost Estimate
<i>Capital Improvements 2022</i>	<b>44th Ave. Crestline to Altamont</b>	Strip pave to arterial streets standards; consider full frontage improvements, sidewalk, drainage along north side. <i>Council requested project in 2020.</i>	Pave and Improve new arterial route.	<b>\$900k</b>
<i>Capital Improvements 2026</i>	<b>Strong Road - 5 Mile to Austin</b>	Full reconstruction. Curb, sidewalk and drainage improvements where needed. <i>Council requested project in 2020.</i>	Improve pavement condition, add complete street improvements.	<b>\$3.5M</b>
<i>Pedestrian &amp; Bikeways 2022</i>	<b>Boone Ave. - Howard to Ruby Protected Bike Lane (Study)</b>	Study to consider alternatives for installation of protected bike lanes. Likely lane reduction and related improvements. <i>Council requested project in 2020.</i>	Improve bike safety and provide a lower stress bike route option.	<b>TBD</b>
<i>Pedestrian &amp; Bikeways 2022</i>	<b>Division St. Pedestrian Hybrid Beacons</b>	Install Pedestrian Hybrid Beacons (PHB), update curb ramps, and signing/stripping at three locations along Division St. at intersections of: 1) Longfellow Ave.; 2) Everett Ave; 3) Rhoades-Weile.	Improve safety for pedestrian and bike crossings of Division St.	<b>\$1.7M</b>
<i>Capital Improvements 2022</i>	<b>Riverside - Grant to Sherman</b>	Construct full street improvements including pavement, curb, sidewalk, drainage facilities. <i>University District PDA requested project.</i>	Complete infrastructure to support redevelopment	<b>\$450k</b>

### Honorable Mention Projects

Section	Project Name	Comment	Purpose Statement	Cost Estimate
<i>Pedestrian &amp; Bikeways 2022</i>	<b>Driscoll / Alberta / Cochrane Sidewalk</b>	Install infill sidewalk, install ADA ramps and pedestrian crossing signing/stripping. Limits of work: Alberta St. and Cochrane St. from Northwest Blvd. to Driscoll and Driscoll Blvd. from Alberta/Cochrane to Garland Ave.	Improve pedestrian infrastructure and pedestrian safety	<b>\$1.1M</b>

### Projects Completed and Removed from Six-Year Program

Section	Project Name	Comment	Status	
<i>Capital Improvements</i>	<b>Wellesley Ave. - Division to Nevada</b>	Project Not Required in 6-yr timeframe.	Remove	
<i>Capital Improvements</i>	<b>Geiger Rd from Medical Lake Interchange to Grove Rd Interchange</b>	County Project	Complete	
<i>Capital Improvements</i>	<b>Wall St, 1st Ave. to Riverside Ave.</b>	STA CCL Project	Complete	
<i>Capital Improvements</i>	<b>Maple St, Riverside Ave to Pacific Ave</b>	STA CCL Project	Complete	
<i>Capital Improvements</i>	<b>Post St and Summit Ave Connections to Post St Bridge</b>		Remove	
<i>Pedestrian &amp; Bikeways</i>	<b>North Gorge Trail Study</b>		Remove	
<i>Capital Improvements</i>	<b>Spokane Pavement Preservation - North</b>		Complete	
<i>Pedestrian &amp; Bikeways</i>	<b>Ben Burr Crossings of 2nd and 3rd Ave.</b>		Complete	
<i>Pedestrian &amp; Bikeways</i>	<b>Cincinnati Greenway</b>		Complete	
<i>Pedestrian &amp; Bikeways</i>	<b>South University Gateway E-W Linkage</b>		Remove	
<i>Impact Fee Projects</i>	<b>Hamilton St. Corridor Enhancement</b>		Complete	



To: Council President Beggs and Mayor Woodward  
Fr: Lars Gilberts, CEO University District  
Cc: Chris Green, Katherine Miller, Council Member Cathcart  
Date: March 18, 2021  
**RE: Request to include E Riverside Avenue from Grant to Sherman in the City's Six-year Transportation Program**

The University District (UD) requests that the City of Spokane accelerate the completion of E Riverside Ave between Sherman and Grant Streets as well as start planning to improve pedestrian safety and experience south along Sherman Street.

By way of background, the University District Public Development Authority (UDPDA) Board has taken repeated action to provide funding and focus for these projects:

- Up to \$4 Million committed to rebuild and complete Sprague Ave Phase 2, which has a construction area inclusive of Riverside Ave (May 1, 2018);
- Strongly supported the City's investment of \$900,000 in Grant, Riverside, and Sheridan Streets for infrastructure improvements (May 1, 2018);
- Petitioned that proceeds (\$615,525) from the sale of two sites (15 N Grant Street and 304 E Riverside Ave) previously purchased with UDRA funds be reinvested back in UD projects including completing E Riverside Ave and improvements to Sherman Street (April 18, 2019); and
- On February 1<sup>st</sup>, 2021, the City and UDPDA entered into an Interlocal Agreement (ILA) for funding for Sprague Phase 2. Given that there will be a leftover balance after Sprague completion, we have requested an amendment to the ILA to include Riverside. This will allow the remaining funds to be used to improve this key area.

It is critical to address E Riverside Ave as soon as possible to protect previous City investments, protect pedestrians, and promote continued economic growth and redevelopment. Without proper curbing and sidewalks, increased activity in the Fall of 2021 will lead to people parking on land critical for stormwater infiltration. A dirt road near the heart of the City and adjacent to the 136-unit Boxcar Apartments now underway, nearly guarantees that the development will struggle to fill its units when it completes in Spring of 2022 and the UD will struggle to attract additional development.

For these critical, timely, and sustained reasons, we request that E Riverside Ave infrastructure improvements be included in the City of Spokane's six-year Transportation Program. Ideally, we would like to see the E Riverside work finished this year as part of Sprague Ave Phase 2b. We again request that any additional revenue derived from our previous commitments and investments be invested in this and the Sherman St improvements and beautification.

The UDPDA Board and the UD staff stand ready to assist the City in its E Riverside investment. Please advise if there is any additional information needed to advance the design, planning, and contracting to complete these infrastructure improvements.

Kind regards,

Lars Gilberts

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division
<b>Subject:</b>	Airway Heights Amended Water Supply Agreement and Emergency Water Service Agreement
<b>Date:</b>	5/24/2021
<b>Author (email &amp; phone):</b>	Marlene Feist <a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> (509) 625-6505
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<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)	Water System Plan, Link Spokane
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve extension of agreement as provided for under current agreement
<b>Background/History:</b> On April 12, 2018, the City agreed to provide to Airway Heights additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service. The agreement provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions. Airway Heights has requested to second of the 1-year extensions.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>City of Spokane is providing emergency water service to Airway Heights due to contamination in Airway Heights groundwater source for drinking water.</li> <li>The initial 2-year term has expired.</li> <li>The agreement provided for 3 additional 1-year extensions.</li> <li>Airway Heights has requested the second 1-year extension, which would run from June 2021 through June 2022.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division
<b>Subject:</b>	Every Other Day Watering Resolution
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	Marlene Feist, <a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> , (509) 625.6505
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability (PIES) Committee
<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)	Water Conservation Master Plan; Public Works Strategic Initiative
<b>Strategic Initiative:</b>	Water Stewardship; Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Consider a resolution encouraging citizens to adopt an every other day watering pattern for the summer. Use as part of the education program around water stewardship
<b>Background/History:</b> Earlier this year, the City's Public Works Division briefed the Council on its water stewardship strategic initiative. The initiative is designed to promote water stewardship by the City and its citizens and businesses through multiple strategies that address use patterns by different customers and customer groups within our system. One strategy is to encourage the use of every other day watering of outdoor irrigation to promote lower water usage and healthy landscaping. We are now presenting the actual resolution as a followup to the April PIES discussion.	
<b>Executive Summary:</b> The Public Works Division would like City Council to consider a resolution encouraging an <b>Every Other Day – "even/odd" watering schedule</b> for City water customers. The resolution would encourage customers to water on odd or even days depending on their address.  This is intended to be an education effort and will be part of videos and other "Waterwise" educational outreach over the next several months. Now is the time to start this irrigation schedule to allow landscaping to become accustomed to this watering schedule. The Parks Department has agreed to serve as an example for the community as well and Parks and Public Works are working on an interdepartmental agreement around this concept, along with investments in water-saving projects.  The Every Other Day "Even/Odd" watering strategy helps to accomplish multiple goals: <ul style="list-style-type: none"> <li>• Provides a strategy for citizens to use to keep their water costs more affordable, especially considering changes made to the tier structure as part of rate setting last fall.</li> <li>• Supports landscape health. Every other day watering encourages turf and other plants to develop better, deeper root systems that make them more resilient through hot summer weather.</li> <li>• Helps reduce summertime peak usage of water, which:               <ul style="list-style-type: none"> <li>○ Is protective of the City's major water resources—the aquifer and Spokane River.</li> <li>○ Supports a long-term goal of reducing costly capacity improvements in the water system over time.</li> </ul> </li> </ul>	

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

## RESOLUTION 2021-\_\_\_\_\_

**A Resolution encouraging the citizens and businesses within the City of Spokane to adjust watering patterns to every other day.**

**WHEREAS**, water stewardship is critical to protect our community's water supply both in the Spokane Valley-Rathdrum Prairie Aquifer and in the Spokane River; and;

**WHEREAS**, approximately one half of the City's water is used for watering landscapes; and

**WHEREAS**, the City of Spokane has promoted water stewardship and conservation education efforts for more than a decade, focusing on the demand side of the City's water system; and

**WHEREAS**, the City's Water Department also continues to implement operational and maintenance changes, including efforts to reduce distribution system loss and increase pumping efficiency; and

**WHEREAS**, in 2020, the City Administration created the **Water Conservation Master Plan**, which was adopted by the City Council in the summer; and

**WHEREAS**, this Master Plan focuses on taking the next steps towards water conservation efforts, recognizing the need to both "shave the peak" and "shave the base" of water use; and

**WHEREAS**, the City's Public Works Division has embraced a water stewardship strategic initiative, designed to support the Master Plan and reduce water use over time, and;

**WHEREAS**, the City Council's **Water Resources Conservation Group** is filled with many experts and citizens committed to water conservation and is committed to similar water conservation goals; and

**WHEREAS**, an every other day--"Odd/Even"—schedule encourages residents located at odd-numbered addresses to irrigate their landscapes on odd-numbered days while residents located at even-numbered addresses irrigate their landscapes on even-numbered days; and

**WHEREAS**, the "Odd/Even" watering schedule provides a strategy for citizens to keep their water costs more affordable, especially taking into account recent changes to the residential water use tier structure and anticipated changes to the commercial water use tier structure; and

**WHEREAS**, this watering pattern supports landscape health, allows turf and other plants to develop stronger, deeper root systems that make them more resilient during hot summer weather and extreme weather events; and

**WHEREAS**, “Odd/Even” watering schedules also help reduce summertime peak usage of water, are protective of the City’s major water resources, and supports a long-term goal of mitigating costly system improvements in the City’s water system over time; and

**WHEREAS**, the City’s Parks & Recreation Department has agreed to serve as an example of the “Odd/Even” watering approach, with a focus on reducing watering in ways that have a minimal impact to park users’ experience; and

**WHEREAS**, Parks and Public Works are undertaking an agreement that will allow for annual investments in water-saving and water conservation projects in parks in return for Parks’ commitment to every other day (“Odd/Even”), or other watering strategies that maintain quality of play (sports fields, golf) while reducing Parks’ strain on the City’s water system; and

**WHEREAS**, achieving greater water conservation and stewardship in Spokane requires action at all levels: individual, family, neighborhood, community, local, regional, businesses and utilities. – Now, Therefore,

**BE IT RESOLVED**, the City of Spokane is encouraging citizens and businesses to voluntarily adopt an every other day—“Odd/Even”—watering schedule to help protect water resources, maintain affordable water rates, support landscaping health, and reduce the need for costly water system expansions over time.

**BE IT FURTHER RESOLVED**, that significant benefits can be achieved if residents located at odd-numbered addresses irrigate their landscapes on odd-numbered days while residents located at even-numbered addresses irrigate their landscapes on even-numbered days, reducing overall demand on a daily basis.

**BE IT FURTHER RESOLVED**, that the City will endeavor to lead as an example of “Odd/Even” watering schedules for City owned and managed properties, including parks.

Adopted and Approved by City Council \_\_\_\_\_, 2021.

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

Approved as to Form:

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



## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Neighborhoods, Housing & Human Services: CHHS
<b>Subject:</b>	CDBG-CV Emergency Housing Assistance Funding Recommendation
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	George Dahl ( <a href="mailto:gdahl@spokanecity.org">gdahl@spokanecity.org</a> , 625-6036)
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Cupid Alexander
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability Committee
<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)	2020 – 2024 Consolidated Plan 2020-2025 Strategic Plan to Prevent & End Homelessness
<b>Strategic Initiative:</b>	Foster Housing
<b>Deadline:</b>	12/31/2022
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Funding to support the following activities in response to COVID-19 <ul style="list-style-type: none"> <li>Rental, Mortgage, &amp; Utility Assistance</li> <li>Administration Costs</li> </ul>
<b>Background/History:</b> Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. Activities must benefit residents within the jurisdiction of the grantee or as permitted by the CARES Act. <a href="https://www.hudexchange.info/programs/cdbg-cv/">https://www.hudexchange.info/programs/cdbg-cv/</a> <a href="#">CARES Act Community Development Block Grant (CDBG-CV) Funds (wa.gov)</a>	
<b>Executive Summary:</b> Members of the CHHS Board's Evaluation and Review Committee met on Monday, April 26, 2021 to discuss applications received in response to the <a href="#">COVID-19 Emergency Housing &amp; Utility Assistance RFP</a> . The Committee discussed each proposal and came to a recommendation that CHHS fund the Better Health Together proposal based on their response to the priorities outlined in the RFP.  The Better Health Together proposal will rely on partnerships within Spokane's BIPOC communities to deliver direct client services where they are needed most. These funds will help stabilize housing insecurity for individuals and households directly impacted by the COVID-19 pandemic. Direct client services will include mortgage, rental, & utility assistance.  The CHHS Board voted to approve the Evaluation & Review Committee's recommendation at their May 5, 2021 meeting.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: HUD CDBG – coronavirus pass-through funds by HUD Other budget impacts: None.	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Finance – Facilities Department
<b>Subject:</b>	Master Site Agreement with Avista for installation of Electric Vehicle Charging Stations
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	<a href="mailto:dstele@spokanecity.org">dstele@spokanecity.org</a> 625-6064
<b>City Council Sponsor:</b>	Councilwoman Kinnear
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	N/A
<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>	6/1/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Completion of the Master Site Agreement allowing the advancement of the City of Spokane's electrical charging infrastructure and fleet expansion.
<b>Background/History:</b> The Master Site Agreement with Avista is the foundation of future and ongoing Electric Vehicle charging station installations under an adopted cost sharing model with Avista. This agreement identifies a group of locations for the installation of EV charging stations and allows for additions to that list moving forward.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The Avista Master site agreement sets the cost sharing structure and responsibilities for installation, maintenance, and repair of charging equipment in partnership with the City of Spokane.</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:	

**AC LEVEL 2  
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) MASTER SITE AGREEMENT  
(NON-RESIDENTIAL)**

**Avista Contract No. R-\_\_\_\_\_**

THIS ELECTRIC VEHICLE SUPPLY EQUIPMENT SITE AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”) between Avista Corporation, a Washington corporation, whose address is 1411 E. Mission Avenue, Spokane, WA 99220 (hereinafter referred to as “Avista”), and the City of Spokane, a Washington State municipal corporation, whose address is 808 W. Spokane Falls Blvd., Spokane, WA 99201 (hereinafter referred to as “Host”).<sup>1</sup> Avista and Host may be collectively referred to herein as the “Parties,” and individually as a “Party.”

WHEREAS, Avista is involved in a program to offer its customers installation and maintenance of Electric Vehicle Supply Equipment (“EVSE”) locations in designated locations throughout Avista’s regulated service territory (“Program”); and

WHEREAS, Avista and Host agree to work together to establish EVSE locations on Host’s property defined herein below pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and agreements set forth herein, Avista and Host agree as follows:

**SECTION 1. MASTER SITE AGREEMENT**

This Agreement contains the basic terms and conditions that will govern each of the Sites on which Host has requested and agreed or may agree to installation and operation of Electric Vehicle Supply Equipment; provided, Host is under no obligation to agree to having Electric Vehicle Supply Equipment installed and/or operated at any particular Site and Host retains the right to decline installation of such equipment at any particular location and to limit the number of locations and the amount of equipment installed at any particular Site. When the Parties agree on a site for the location of Electric Vehicle Supply Equipment pursuant to terms and conditions of this Agreement, the site shall be added to the Site Listing attachment to this Agreement without the need to amend this Agreement.

**SECTION 2. DEFINITIONS**

“Electric Vehicle” OR “EV” means a vehicle that uses at least one method of propulsion that is capable of being reenergized by an external source of electricity, is designed to have the capability to drive at a speed of more than 35 miles per hour, and is licensed to drive on state and federal highways. “AC Level 2 Electric Vehicle Supply Equipment” or “EVSE” means the installed device used to deliver electricity from the Premises Wiring (defined below) to the electric vehicle, meeting Standard J1772 of the Society of Automotive Engineers International and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory. This device includes the ungrounded, grounded, and equipment grounding conductors, the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device. As further discussed below, Avista shall install, own and

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<sup>1</sup> NTD: If Host leases the property described herein below, then Host’s Lessor shall be a party to this Agreement and references to Host in this Agreement shall also include Lessor.

maintain the EVSE, including that it meets all industry workmanship standards and applicable requirements in the National Electric Code, Washington Administrative Code, Host's policies and procedures and local municipal codes.

"Premises Wiring" means all electrical equipment from the utility meter to the EVSE, including the electric supply panel and the Dedicated Circuit wiring connecting the supply panel to the EVSE, the final junction box supplying the EVSE, and connecting receptacle as applicable. As part of the direct installation of the EVSE, Host may allow Avista or Avista's authorized third party independent contractor to install the Premises Wiring required to provide power to the EVSE. With the exception of Dedicated Circuits installed by Avista, Host shall own and maintain all Premises Wiring. "Dedicated Circuit" means one or more 208/240 VAC, 100 ampere or lower circuits that supply electricity from Host's supply panel directly to the installed AC Level 2 EVSE, not including the Dedicated Circuit breaker located inside the supply panel. If a Dedicated Circuit exists prior to Avista's EVSE installation and may be used to supply power to the EVSE, Host shall retain ownership and is wholly responsible for this Dedicated Circuit, including maintenance and ensuring that it meets all industry workmanship standards and applicable requirements in the National Electric Code, Washington Administrative Code, and local municipal codes. If a Dedicated Circuit to the EVSE does not exist, Host may allow Avista to install a Dedicated Circuit, owned and maintained by Avista as part of the direct installation of the EVSE. Host shall own and maintain other Premises Wiring such as the supply panel or circuit breakers located inside the supply panel.

### **SECTION 3. EVSE AND PREMISES WIRING INSTALLATION, MAINTENANCE AND TITLE**

- a. Avista, through Avista's network of authorized third-party independent contractors and at Avista's expense, shall provide, install, own, maintain, repair or replace (collectively the "Work") the EVSEs on property owned by Host (the "Sites"), per the Site Listing attached to this agreement, which is incorporated herein by this reference. The Parties may expand the number of EVSE at a given Site or identify additional Sites by executing an addendum to this Agreement. The charging installations will include the EVSE and Premises Wiring necessary to supply power to the EVSE. Sites are designed to accommodate initial EVSE installation, and where practicable allow for future low-cost additional EVSE installation, according to a site plan proposed by Avista or its authorized third-party independent contractor, and agreed to by Host prior to installation. Avista will purchase the EVSE and cover direct installation costs including 50% of Dedicated Circuit installation costs up to a maximum of \$2,000 per EVSE port connection. Avista will own and maintain the EVSE and any new Dedicated Circuit(s), as well as signage and protective equipment bollards. Host will retain ownership of other Premises Wiring including the supply panel and circuit breakers located in the supply panel.
- b. Avista shall clearly post on the Site the manner and means whereby a customer utilizing the EVSEs may contact Avista or other third party resources with any and all questions, comments or concerns they may have regarding the installation and operation of the EVSE. In cases where Host requires a user fee, Host shall, at Avista's request, clearly post user fee information with appropriate signage or Avista may incorporate user fee information into the user interface screens on the EVSE.
- c. Subject to Section 3 paragraph l. below, Avista shall, at all times during the Term (defined below) of this Agreement, at its sole cost and expense, keep the EVSEs, Dedicated Circuits installed by

Avista, signage and protective bollards in working condition and repair, ordinary wear and tear excepted. Avista shall provide electric utility services to Host, and Host shall pay for such service consistent with the applicable electric utility tariff in force and effect. Avista, in Avista's sole discretion, shall have the right to repair, modify or replace the EVSEs with like-for-like EVSE equipment at any time during the Term of this Agreement. The Work shall be performed in a good and competent manner, and Avista shall, at its expense, obtain all necessary and required permits and approvals from the applicable government agency prior to commencing the Work on the Sites.

- d. Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE and Dedicated Circuits installed by Avista shall remain with Avista. Host shall ensure that any EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor of Host, and any sale of the Sites by Host shall not include the EVSEs.
- e. Host may utilize EVSEs solely for its own purposes, or may offer the EVSEs to the general public. In the event Host offers the EVSEs to the general public Section 12 (a) will apply.
- f. Avista shall use reasonable efforts to provide Host with at least one day prior notice in the event Avista needs access to the Sites for the installation, repair or maintenance of the EVSEs. In the event of an emergency, Avista shall provide Host with as much prior notice as is reasonably practical given the circumstances before accessing the Sites.

#### **SECTION 4. HOST'S EVSE OBLIGATIONS**

Throughout the Term of this Agreement:

- a. Host shall grant to Avista non-exclusive access to the Sites and sufficient space for locating the EVSEs at the Sites as may be deemed necessary or desirable by Avista for the Work. In the event Host desires to offer an EVSE to the general public, Host must ensure that the Sites are zoned to allow the EVSE's availability to the general public. If the Work requires any substantial and additional improvements to the Site that exceed Avista's pre-determined maximum Site costs, Host shall be responsible for such improvement at Host's sole expenses. Site improvement expenses shall be estimated and agreed upon prior to commencing installations.
- b. Until an EVSE (in Avista's sole discretion) is deemed non-functional, Host hereby consents to and shall permit both Avista and any underlying EVSE manufacturer, vendor or subcontractor to the underlying manufacturer or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and third parties all data from the EVSEs with respect to vehicle charging activity, and technical performance (the "Data") of the EVSEs.
- c. Host shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the operation of the EVSEs, including environmental requirements associated therewith.
- d. With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or web sites created under this Agreement, Host agrees to submit any such marketing effort and required signage for prior review and approval by Avista.
- e. Host should maintain the area surrounding the EVSEs and will promptly notify Avista of any problems related to any EVSE. Such maintenance includes, but is not limited to, pavement

maintenance, snow removal services and regular garbage removal. In the event an EVSE fails to operate or otherwise requires repair, Host shall promptly notify Avista.

- f. Host may require an EVSE user fee at Host's discretion, provided that Host shall consult with Avista as to fair user fees that encourage utilization, as well as effective fee management options. Host will notify and consult with Avista prior to making any user fee changes.
- g. In the case of networked EVSE installations as desired by Host, Avista will provide the networked EVSE and the Host will be responsible for network maintenance fees and repair costs associated with the networked equipment, an estimate of which will be disclosed prior to EVSE installation.
- h. Host agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- i. Host agrees to participate in current and future load management programs whereby EVs utilizing the EVSE may be programmed or controlled to charge during certain desirable times, and/or EVSE power output may be controlled to maximize grid benefits, provided prior notice is given by Avista of such events and the Host and/or end users of such events and end users retain the ability to override load management events when necessary.
- j. Host, at no cost to Host, agrees to participate in surveys and provide feedback about the program as well as cooperate with Avista in fulfilling Avista's reporting requirements to any federal, state or local regulatory or governing entities. Such cooperation may include, but not be limited to, periodic inspection of the EVSE and the addition of monitoring hardware or software at Avista's expense. If Host fails to meet any of its obligations under this Agreement, Avista may remove the EVSE and redeploy it at another site.
- k. Host does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Sites. No employee or agent of Host is authorized to make any warranty or representation to the contrary. The foregoing specifically disclaims warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Sites.
- l. If the EVSEs, Dedicated Circuits installed by Avista, signage and/or protective bollards are damaged as the result of Host's or Host's agents' or employees' intentional, reckless, or negligent conduct, Host shall immediately notify Avista of the damage. Within a reasonable time period of Avista becoming aware of such damage, Avista or a third party independent contractor of Avista's choice, will assess the damage and make replacements or repairs to the damaged EVSEs, Dedicated Circuits installed by Avista, signage and/or protective bollards. Host shall be liable to, and shall reimburse, Avista for any and all costs and expense incurred by Avista related to assessment, repair, and replacement resulting from the damage caused by Host or Host's agents and employees. Host shall reimburse Avista for its costs and expenses within thirty (30) days of  
Avista submitting its invoice and/or receipts to Host, or within such other time period or payment schedule as mutually agreed upon between the Host and Avista.

## **SECTION 5. TERM**

- a. This Agreement will be effective on the Effective Date. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue until terminated by either Avista or Host, whether for cause or for convenience. To terminate this Agreement, the party wishing to terminate the Agreement, shall provide the other with thirty (30) days written notice of termination.
- b. At expiration of the Term, Avista will work with the Host on (i) replacing or upgrading the EVSE; (ii) removing the EVSE; (iii) allowing the Host to purchase the EVSE from Avista; or (iv) gifting the EVSE to Host if the EVSE is at the end of its depreciable life. If Avista and Host are unable to reach an agreement at expiration of the Term, Avista or Avista’s authorized third party independent contractor may remove and take possession of the EVSE.

## **SECTION 6. TERMINATION**

- a. Host may terminate the Agreement prior to the expiration of the Term for convenience. In such event, Avista or a third-party independent contractor of Avista’s choice shall remove and take possession of the EVSE within ninety (90) days of Host’s notification. Removal shall be at no cost to Host, and this Agreement shall be terminated upon such removal. Notwithstanding the foregoing, if Host terminates this Agreement within twenty-four months of the Effective Date, Host shall reimburse Avista for its installation and removal expenses. Removal and possession of the EVSE shall not include any removal of Premises Wiring. If a Dedicated Circuit was installed as part of the direct installation of the EVSE, it shall be left in place and ownership shall transfer to Host. All such ancillary hardware will be disconnected by Avista or Avista’s authorized third party independent contractor and left in place at the Site.
- b. If Host requests to relocate an EVSE (but not to terminate the Agreement before the end of the Term), Host shall provide Avista with no less than sixty (60) days written notice advising Avista of Host’s relocation request. Upon receipt of Host’s relocation request, Avista shall have thirty (30) days to consider and consent to the request, which consent shall not be unreasonably withheld. If Avista consents to the relocation request, all costs and expenses associated with the relocation and remediation of the original Site shall be paid by Host. Host shall, at Host’s sole expense, exclusively utilize Avista’s third party independent contractor to install an EVSE at the new location. If Avista consents to the relocation, Host will receive an estimate for relocation costs prior to moving forward with relocation. Any removal and/or relocation of an EVSE at the original Site shall be solely determined by Avista, utilizing Avista’s third party independent contractor. Regardless of whether Avista approves or denies the relocation request, this Agreement shall remain in effect for the remainder of the Term. Host acknowledges that failure to utilize Avista’s third party independent contractor for EVSE installations or relocations under this Section 5(b) may result in voiding any EVSE warranty and/or maintenance support that may transfer to Host at the end of the Term.
- c. Avista, in its sole discretion may terminate the Agreement prior to the end of the Term, in which case Avista will provide Host with thirty (30) days’ prior written notice and Host may option to (i) purchase any or all of the EVSEs pursuant to Section 6 below, or (ii) have any or all of the EVSEs removed at no cost to the Host within sixty (60) days of termination.

## **SECTION 7. TAXES ON SALE OF EVSE**

If Avista opts to sell an EVSE to Host at the then current EVSE fair market value and Host agrees to purchase such EVSE, then Avista will deliver to Host a Bill of Sale for the current EVSE fair market value. Host further agrees that in accordance with federal and state laws in effect at the time of the sale of the EVSEs from Avista to Host, that: i) Host shall be responsible for and shall pay transfer taxes related to the fair market value of the EVSE as stated on the Bill of Sale; ii) Avista may thereafter invoice and collect sales tax from Host on the fair market value of the sale; and iii) Host agrees to complete a Form W-9, "Request for Taxpayer Identification Number and Certification" in the event of such sale.

## **SECTION 8. TITLE TO EQUIPMENT AND DATA**

At all times under this Agreement, Avista shall own and maintain title to the EVSEs and Dedicated Circuits to the EVSE. The Host shall not make any alterations, changes or modifications to the EVSEs or Dedicated Circuits without first securing prior written permission from Avista and/or any applicable underlying manufacturer. All rights, title and interest in the EVSE Data and related information collected from the EVSE shall also immediately vest in Avista. Avista shall therefore have the right to use, copy, distribute and create derivative works from such Data and information as necessary and helpful to evaluate electric vehicles and electric vehicle supply equipment and for any other Avista business purpose.

## **SECTION 9. INSURANCE COVERAGE**

- a. As of the Effective Date of this Agreement, each Party will procure and maintain in good standing for the Term of this Agreement, insurance limits as set forth below for claims against either Party involving bodily injury or property damage which may arise from or in connection with the exercise of the rights and privileges granted under this Agreement. These insurance limits may include a combination of self and commercial insurance, written on an occurrence basis.
- b. Host and Avista shall provide and maintain in full force and effect at no additional cost to either Party for the duration of the Agreement the following coverages: i) Commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent contractors, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$4,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits; and ii) Workers' compensation insurance as specified by state law.
- c. Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a party to this agreement.

## **SECTION 10. INDEMNIFICATION**

To the maximum extent permitted by applicable law, each Party shall indemnify and defend the other Party, including its parent, subsidiary and affiliate companies, officers, employees and agents from and against all repairs, liability, loss, costs, claims, damages, expenses, judgments and awards, whether or not covered by the indemnifying Party's insurance, arising or claimed to have arisen



wholly or in part from the indemnifying Party's, or its agents', acts or omissions or negligence at or arising from the Sites or arising from the Parties' performance under this Agreement, which resulted in:

- a. Injury to (including mental or emotional) or death of any person, including employees of the Parties (including parent, subsidiary and affiliate companies) and including any agents or authorized, independent contractors of the Parties; or
- b. Damage to or destruction of any property (real, personal, tangible or intangible) including without limitation real or personal property of any third party, the EVSE and any associated EVSE hardware (including but not limited to any cords, wires, cables, equipment, electrical lines, conduit or other ancillary hardware associated with the EVSE), property of the Parties (including parent, subsidiary and affiliate companies), employees and authorized, independent contractors of the Parties; or
- c. Any allegation or violation of any third-party intellectual property right, including but not limited to violations of patents, copyrights, trademarks or trade secrets.
- d. Any violation of applicable federal, state and local laws (and the rules and regulations of any lawful regulatory body acting thereunder in connection with the Work).

Indemnification shall include all costs including attorney's fees reasonably incurred in pursuing indemnity claims under or enforcement of this Agreement.

## **SECTION 11. WARRANTY**

- a. AVISTA WARRANTS THAT EVSE WORK PERFORMED BY AVISTA'S NETWORK OF AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTORS WILL BE FREE FROM LIENS, DEFECTS IN MATERIALS AND WORKMANSHIP DURING THE TERM OF THE AGREEMENT. IN THE EVENT THAT ANY EVSE WORK PERFORMED IS FOUND TO BE DEFECTIVE IN EITHER MATERIALS OR WORKMANSHIP, AVISTA SHALL REPAIR OR REPLACE SUCH DEFECTIVE EVSE OR WORK AT NO COST TO HOST. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS HOST'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY FOR ANY FAILURE OF AVISTA TO COMPLY WITH AVISTA'S WARRANTY OBLIGATIONS, AND AVISTA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESSED OR IMPLIED. FOR AVOIDANCE OF DOUBT, REPAIR OR REPLACEMENT OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE AVISTA'S SOLE LIABILITY AND HOST'S EXCLUSIVE REMEDY FOR FAILURE OF AVISTA TO MEET AVISTA'S WARRANTY OBLIGATIONS.
- b. AT THE END OF THE TERM OF THIS AGREEMENT AND SHOULD HOST OPT TO PURCHASE THE EVSE FROM AVISTA, THEN FOR ALL EVSE DEVICES (INCLUDING ALL ASSOCIATED EVSE CORDS AND INTERNAL WIRING), THE SALE WILL BE ASIS WITH NO WARRANTIES AND HOST ASSUMES SOLE RISK AND RESPONSIBILITY FOR ANY REMAINING WARRANTY ACTION (IF ANY).

## **SECTION 12. LIMITS OF LIABILITY**

- a. UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, SECONDARY, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, WHICH INCLUDES BUT IS NOT LIMITED TO: I) ANY PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE) OR PERSONAL INJURY (INCLUDING MENTAL OR EMOTIONAL DISTRESS) ARISING FROM OR ALLEGED TO HAVE ARISEN UNDER THIS AGREEMENT; II) WITH RESPECT TO AVISTA, ANY CLAIMS OR CAUSES OF ACTION THAT ARISE OR ARE ALLEGED TO HAVE ARISEN AS A RESULT OF ANY REQUIRED SPACE VENTILATION NOT MADE KNOWN IN WRITING TO AVISTA OR AVISTA'S AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR IN WRITING PRIOR TO ANY WORK; III) ANY DAMAGES ARISING OR ALLEGED TO HAVE ARISEN FROM ANY ELECTRICAL MALFUNCTION OR THE REPAIR OR REPLACEMENT OF SUCH MALFUNCTIONING ITEMS; OR IV) ANY ENVIRONMENTAL CLAIMS, DAMAGE OR CAUSES OF ACTION.
- b. UNDER NO CIRCUMSTANCES WILL AVISTA OR ANY AVISTA AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR BE HELD LIABLE TO HOST OR ANY OTHER PERSON OR ENTITY FOR MATTERS INVOLVING THE PURCHASE, LEASE, USE, NONUSE, OR DEVALUATION OF ANY ELECTRIC VEHICLE, PLUG IN HYBRID VEHICLE OR ANY VEHICLE OF ANY NATURE, ANY EVSE OR ASSOCIATED EVSE INFRASTRUCTURE WHEN APPLICABLE CODES OR STANDARDS PROHIBIT THE INSTALLATION OR USE OF SUCH VEHICLE OR EQUIPMENT. AVISTA WILL NOT PAY FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY HOST FOR PURCHASING ANY VEHICLE OR EQUIPMENT OR OTHERWISE IN RELIANCE UPON AVISTA BEING ABLE TO PROVIDE AN EVSE TO HOST. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

## **SECTION 13. MISCELLANEOUS PROVISIONS**

- a. Compliance with Laws. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including compliance with the Americans With Disabilities Act, as amended if Host is offering any of the EVSEs to the general public.
- b. Assignment. This Agreement shall not be assigned except with the prior written consent of all Parties hereto. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties.
- c. Status of Parties. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Avista and Host liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.

- d. Severability. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, Avista and Host shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.
- e. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
- f. Dispute Resolution. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the Work performed pursuant to the Agreement, Host may call the Avista Representative listed in this Agreement during business hours Monday-Friday 8 a.m. to 5 p.m. If further follow-up is required, Host shall provide Avista with written notice explaining the dispute and associated documentation. Avista will consider all disputes and resolve such disputes within fifteen (15) days of receiving notice of a dispute. In the event Host is dissatisfied with the resolution of the dispute, Host has the right to file an informal or formal complaint with the Washington Utilities and Transportation Commission (the "Commission") by contacting the Consumer Protection section of the Commission at 1-888-333-9882 or complete an online complaint form at [www.utc.wa.gov](http://www.utc.wa.gov). Avista will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.
- g. Public Communication. Host agrees to cooperate with Avista in maintaining good community relations. Avista will issue all public statements, press releases, and similar publicity concerning the EVSE and the Work (including its progress, completion and characteristics). Host shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Avista.
- h. Non-waiver. Either Party's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or either Party's waiver of any breach hereunder shall not thereafter waive any of the Party's rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by the Party in writing.
- i. Merger. This Agreement embodies the entire agreement between Avista and Host. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.
- j. Consent; Privacy Law. Host further acknowledges and agrees that Host is knowingly consenting to and authorizing Avista to release and share Host's information, including name, address and telephone number, charging data, and any technical configuration or electrical usage patterns concerning the Work with Avista's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the EVSEs to Host.
- k. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 6 (Title To Equipment And Data); Section 7 (Insurance Coverage); Section 8 (Indemnification); Section 9 (Warranty); Section 10 (Limits of Liability); Section 11(a) (Compliance With Laws) and Section 11(i) (Privacy Law).

1. Attorney Fees. Should either Party institute any action or proceeding in court to enforce or interpret any provisions hereof or for damages by reason of any alleged breach or default of any provision of this Agreement or for a declaration of such Party's rights or obligations hereunder, or for any other judicial remedy, each Party shall be responsible for its attorney fees, expenses, and any other legal fees.

#### **SECTION 14. NOTICES**

Any written notices required or permitted to be given by one Party to the other under this Agreement or by law shall be sufficiently given if delivered in person or sent by certified mail to the following address:

**Avista Corporation**

Attn: Rendall Farley  
1411 East Mission Avenue,  
MSC-15  
Spokane, Washington 99220  
[Rendall.farley@avistacorp.com](mailto:Rendall.farley@avistacorp.com)  
509-495-2823

**Host**

Attn: Richard Giddings  
915 N. Nelson Street  
  
Spokane, WA 99217  
[rgiddings@spokanecity.com](mailto:rgiddings@spokanecity.com)  
509-625-7706

Either Party may change the above contact information by providing written notice of such change.

*[signature page follows]*

IN WITNESS WHEREOF, the parties execute this Agreement by their signature or the signature of their authorized agents as of the date first above written.

**Host**

**Avista**

**CITY OF SPOKANE**

**AVISTA CORPORATION**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Nadine Woodward

NAME: Kevin Christie

TITLE: Mayor

TITLE: Executive Vice President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attest:

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

Approved as to form:

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

Should the person's title who is executing this document not indicate that he/she is a corporate officer, an affidavit signed by a corporate officer shall be provided stating that the person whose name appears above is duly authorized to execute Contracts on behalf of the entity.

### **SITE LISTING**

For Avista Non-Residential AC Level 2 Electric Vehicle Supply Equipment Site Agreement Avista Contract No. R-\_\_\_\_\_

Sites are listed below for reference, which may be added over time as agreed to by all authorized parties and subject to this Master Site Agreement.

<b>Site #</b>	<b>Date Installed</b>	<b>Facility/Location Description</b>	<b>Facility Address</b>	<b># of EVSE ports</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Contract award to replace Bio Filter media at the Riverside Park Water Reclamation Facility.
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Raylene Gennett, Director 625-7901 <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a>
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist, Director, Public Works
<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>	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to award contract with Dundee Concrete & Landscaping, LLC to remove and replace the old media for the Bio Filter at the Water Reclamation Facility at a cost of \$116,120.00 plus applicable taxes.
<p><u>Background/History:</u> RPWRF has two bio filters, which are used for odor control. They filter exhaust from the process building. The filter beds are composed of bark nuggets and hog fuel (strips of wood), which settle over time and become ineffective. The media in each bed needs to be replaced approximately every five years on an alternating basis.</p> <p>This was sent out for BID #PW ITB 5415-21 and is scheduled to begin after Notice to Proceed (ASAP) and to end on September 15, 2021.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – approval of the replacement of media for one of the bio filters, while one remains on line to filter odor. This will allow the facility to remain in regulatory compliance.</li> <li><u>Action</u> – RPWRF is seeking Council approval to award the contract for #PW ITB 5415-21.</li> <li><u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Purchase of Generator Planned Maintenance Service
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Raylene Gennett, Director 625-7901 <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a>
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist, Director, Public Works
<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>	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to authorize procurement of Generator Planned Maintenance Service from the Washington State Master Contract vendor (#02420), Cummins, Inc. This is an estimated cost of \$211,000.00 + applicable taxes over 5 years for the period of June 1 <sup>st</sup> , 2021 through May 31, 2026.
<p><b>Background/History:</b> RPWRF has (29) emergency back-up generators that provide back-up power for pumping wastewater from low spots to the main wastewater sewer collection system throughout the city. These generators need maintenance, repair services and performance testing. A pumping station that is without power for more than 30-60 minutes will likely cause property and or environmental damage.</p> <p>Cummins, Inc. is the Washington State Master Contract vendor (#02420).</p> <p>This is a five-year contract scheduled to begin on June 1<sup>st</sup>, 2021 and to end on May 31, 2026.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li><b>Impact</b> – Continuation of RPWRF operations.</li> <li><b>Action</b> – RPWRF is seeking Council approval to authorize Generator Planned Maintenance Sservice through Cummings, Inc. the Washington State Master Contract Vendor (#02420).</li> <li><b>Funding</b> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Award contract to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility.
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Raylene Gennett, Director 625-7901 <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a>
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	
<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>	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to award contract with Inland Environmental Resources to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility at a yearly cost of \$2,600,000.00 plus applicable taxes over 5 years.
<p><u>Background/History:</u> RPWRF uses liquid magnesium hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal. Wastewater Management uses liquid magnesium hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.</p> <p>Inland Environmental Resources is the recommended supplier for ITB #5429-21, which is scheduled to begin on July 1, 2021 and to end on June 30, 2026. The total contract period is five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – approval of liquid magnesium hydroxide purchase contract renewal which will allow the facility to remain in regulatory compliance.</li> <li><u>Action</u> – RPWRF is seeking Council approval to authorize the second and final renewal.</li> <li><u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Butterfly Valves – Value Blanket Order
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , 625-7851
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist, Director – Public Works
<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)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	These products have a lead time of six or more months and the existing value blanket expired in February. A new value blanket is needed to facilitate product orders ASAP.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This value blanket order will support the Water department's construction and maintenance seasons by facilitating the purchase of these products on an as-needed basis.
<b>Background/History:</b> Invitation for Bids #5423-21 opened for bidding on the City's electronic bidding portal on April 8, 2021 and bids were accepted until April 26, 2021. Two bids were received. Award is correspondingly recommended to Consolidated Supply as the low responsive, responsible bidder. Due to the long lead time on these products (6+ months), the resulting value blanket order will be valid for five years after Council approval with no renewal options.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Five-year value blanket with no renewal options</li> <li>• Annual spend estimated at \$300,000.00 including tax</li> <li>• ITB #5423-21 Butterfly Valves – Value Blanket</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: N/A Other budget impacts: None	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	



**CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES**

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

## BID TABULATION

Bid Number	5423-21	
Description	Butterfly Valves - Value Blanket	
	Consolidated Supply Co.	Core & Main
<b>Import - Class 150B</b>		
City #V5243-16 16" MJ x MJ Qty. 1	\$ 1,896.34	\$ 2,414.67
City #V5243-18 18" MJ x MJ Qty. 1	\$ 2,445.03	\$ 3,113.34
City #V5243-24 24" MJ x MJ Qty. 4	\$ 14,115.20	\$ 17,973.36
City #V5243-30 30" MJ x MJ Qty. 1	\$ 8,194.76	\$ 10,434.67
City #V5243-36 36" MJ x MJ Qty. 1	\$ 10,546.60	\$ 13,429.34
City #V5243-42 42" MJ x MJ Qty. 1	\$ 14,947.64	\$ 19,033.34
City #V5243-48 48" MJ x MJ Qty. 1	\$ 20,918.33	\$ 26,634.67
Subtotal	\$ 73,063.90	\$ 93,033.39
<b>Import - Class 250B</b>		
City #V5243-16 16" MJ x MJ Qty. 1	\$ 2,441.89	\$ 3,109.34

City #V5243-18 18" MJ x MJ Qty. 1	\$ 3,159.16	\$ 4,022.67
City #V5243-24 24" MJ x MJ Qty. 6	\$ 26,802.12	\$ 34,128.00
City #V5243-30 30" MJ x MJ Qty. 1	\$ 9,469.11	\$ 12,057.34
City #V5243-36 36" MJ x MJ Qty. 1	\$ 11,832.46	\$ 15,066.67
City #V5243-42 42" MJ x MJ Qty. 1	\$ 16,291.10	\$ 20,744.00
City #V5243-48 48" MJ x MJ Qty. 1	\$ 23,370.68	\$ 29,758.67
Subtotal	\$ 93,366.52	\$ 118,886.69
<b>Domestic - Class 150B</b>		
City #V5243-16-D 16" MJ x MJ - Domestic, Qty. 1	\$ 4,637.70	\$ 5,905.34
City #V5243-18-D 18" MJ x MJ - Domestic, Qty. 6	\$ 34,982.22	\$ 44,544.00
City #V5243-24-D 24" MJ x MJ - Domestic, Qty. 2	\$ 15,767.40	\$ 20,077.34
City #V5243-30-D 30" MJ x MJ - Domestic, Qty. 6	\$ 80,783.22	\$ 102,864.00
City #V5243-36-D 36" MJ x MJ - Domestic, Qty. 1	\$ 20,670.16	\$ 26,320.00
City #V5243-42-D 42" MJ x MJ - Domestic, Qty. 1	\$ 26,722.51	\$ 34,026.67
City #V5243-48-D 48" MJ x MJ - Domestic, Qty. 1	\$ 34,707.85	\$ 44,194.67
Subtotal	\$ 218,271.06	\$ 277,932.02
<b>Domestic - Class 250B</b>		
City #V5243-16-D 16" MJ x MJ - Domestic, Qty. 1	\$ 4,950.79	\$ 6,304.00
City #V5243-18-D 18" MJ x MJ - Domestic, Qty. 1	\$ 6,170.68	\$ 7,857.34

City #V5243-24-D 24" MJ x MJ - Domestic, Qty. 1	\$ 8,474.35	\$ 10,790.67
City #V5243-30-D 30" MJ x MJ - Domestic, Qty. 1	\$ 14,927.75	\$ 19,008.00
City #V5243-36-D 36" MJ x MJ - Domestic, Qty. 1	\$ 22,216.75	\$ 28,289.34
City #V5243-42-D 42" MJ x MJ - Domestic, Qty. 1	\$ 28,537.18	\$ 36,337.34
City #V5243-48-D 48" MJ x MJ - Domestic, Qty. 1	\$ 37,078.53	\$ 47,213.34
Subtotal	\$ 122,356.03	\$ 155,800.03
Bid Subtotal	\$ 507,057.51	\$ 645,652.13
Sales Tax (8.9%)	\$ 45,128.12	\$ 57,463.04
<b>Bid Total</b>	<b>\$ 552,185.63</b>	<b>\$ 703,115.17</b>

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

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	CSO 6, 38 & 41 Piping Modifications
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391)
<b>City Council Sponsor:</b>	Breen 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)	This project is in the 6 Year Sewer Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract

**Background/History:**

- Now that the CSO program is done, Wastewater Management proposes to upgrade various CSO outfall pipes.

**Executive Summary:**

- The upgrade at CSO 6 extends the outfall pipe away from the base of Aubrey L White Parkway which washed away several years ago.
- The upgrade at CSO 38 installs a check valve to prevent river water from flowing into the CSO tank during years of very high river levels.
- The upgrade at CSO 41 narrows the channel in a diversion vault to mitigate an existing maintenance problem.
- Funding for this project is local. Work on this project is planned yet this summer.

**Budget Impact:**

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

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

If new, specify funding source:

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

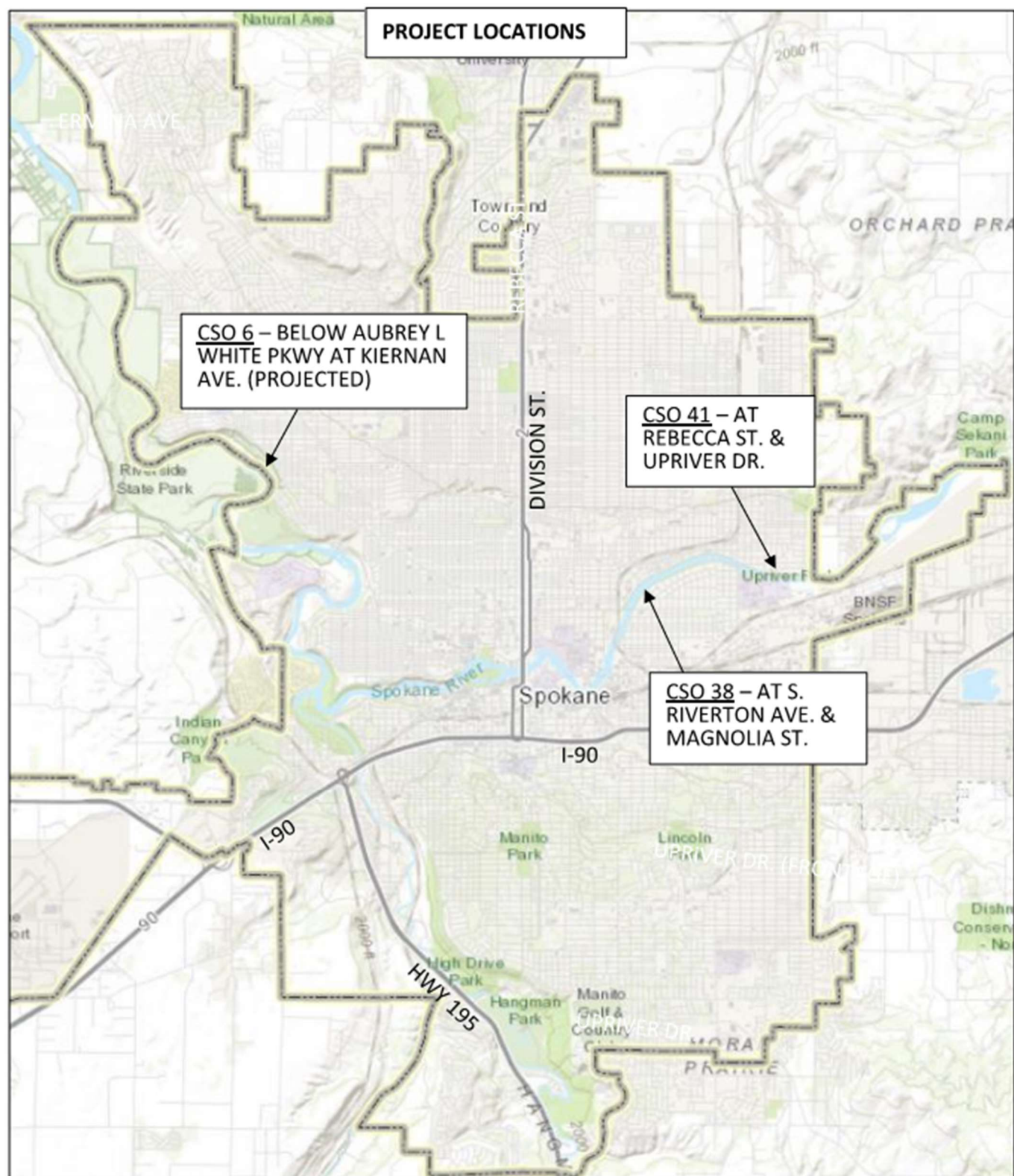
**Operations Impact:**

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

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

Specify changes required:

Known challenges/barriers:





## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for Air Quality Emission Compliance Testing At WTE.
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<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)	
<b>Strategic Initiative:</b>	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal with DEECO for air emissions compliance testing for the facility's Air Operating Permit.
<b><u>Background/History:</u></b>  Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE. Responses to RFP #4378-17 were received in August of 2017, of which DEECO was the most qualified and most cost effective. A contract with DEECO Inc. resulted from the RFP, which was for one year with the option of four (4) one-year extensions. This is the fourth and final extension which will span from September 1, 2021 through August 31, 2022 for a total cost not to exceed \$115,000.00.	
<b><u>Executive Summary:</u></b>  <ul style="list-style-type: none"> <li>Renewal #4 of 4 for air emissions compliance testing at the WTE Facility.</li> <li>Testing is required under the Facility's Air Operating Permit (Chapter 401, Title V).</li> <li>Contract term from September 1, 2021 through August 31, 2022.</li> <li>Total cost not to exceed \$115,000.00 including tax.</li> </ul>	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input checked="" 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><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Street Department - Microseal Overlay
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Jon Klapp - jklapp@spokanecity.org 509-625-7738
<b>City Council Sponsor:</b>	Breann 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)	A Microseal overlay will provide a cost-effective means of extending the life and integrity of the city's roadways. 2021 work to be performed on South Bernard St. from 14th Ave to 29th Ave and will cost \$89,786.80.
<b>Background/History:</b> The Street Department is seeking approval to contract microseal services with Intermountain Slurry Seal, who was selected through the Inerlocal Procurement agreement with Clark County, OPR 2021-0212	
<b>Executive Summary:</b>  <i>Impact</i> <ul style="list-style-type: none"> <li>This Microseal Overlay will extend the life of roadways, giving a more-cost effective means of prolonging road integrity.</li> </ul> <i>Action</i> <ul style="list-style-type: none"> <li>Approval of a service contract with Intermountain Slurry Seal for the microseal work being performed</li> </ul> <i>Funding</i> <ul style="list-style-type: none"> <li>Funding for this service will be through the Street Dept. budget</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

City Clerk's No. \_\_\_\_\_



**City of Spokane**

**PUBLIC WORKS AGREEMENT**

Title: **MICROSEAL APPLICATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INTERMOUNTAIN SLURRY SEAL, INC.**, whose address is 1120 Terminal Way, Reno Nevada 89502 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is to perform Microseal Application; and*

*WHEREAS, the Contractor was selected through the Interlocal Procurement Agreement with Clark County, OPR 2021-0212.*

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

**1. TERM OF CONTRACT.**

The term of this Contract begins on May 1, 2021, and ends on April 30, 2022, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Contract is described in the Contractor's June 15, 2020 Proposal. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Microseal Application** and the associated Scope of Work and the specifications referenced therein. Type 3 Microsurfacing will be applied to the entire surface of South Bernard St. from 14<sup>th</sup> Avenue to 29<sup>th</sup> Avenue.

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

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **EIGHT NINE THOUSAND SEVEN HUNDRED EIGHTY-SIX AND 80/100 DOLLARS (\$89,786.80)**, not including tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the City of Spokane Streets Department, Administration Office, 901 North Nelson Street, Spokane, Washington 99202. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

#### **5. CONTRACT DOCUMENTS.**

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

#### **6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.**

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

#### **7. STATE PREVAILING WAGES.**

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

#### **8. BONDS.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required

by the contract documents and applicable law. This includes the execution of a performance/payment bond on the form attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

#### **9. PUBLIC WORKS REQUIREMENTS.**

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

#### **10. TAXES, FEES AND LICENSES.**

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

#### **11. CITY OF SPOKANE BUSINESS LICENSE.**

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

#### **12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

#### **13. DEBARMENT AND SUSPENSION.**

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

#### 14. INDEMNIFICATION.

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

#### 15. INSURANCE.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) 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 sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **16. SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - 2. Have a current Washington Unified Business Identifier (UBI) number;
  - 3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

**17. INDEPENDENT CONTRACTOR.**

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

**18. ASSIGNMENT AND SUBCONTRACTING.**

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

**19. TERMINATION.**

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

**20. STANDARD OF PERFORMANCE.**

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

**21. ANTI KICK-BACK.**

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

**22. CONSTRUAL.**

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

**23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

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

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

#### **24. MISCELLANEOUS PROVISIONS.**

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

#### **25. FORCE MAJEURE.**

Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy,



acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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.

**INTERMOUNTAIN SLURRY SEAL, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title  
Attest:

\_\_\_\_\_  
Title  
Approved as to form:

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

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

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

Exhibit A – Debarment Certification  
Exhibit B – Contract's June 15, 2020 Proposal  
Payment/Performance Bond

## EXHIBIT A

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

## **EXHIBIT B**

**PAYMENT / PERFORMANCE BOND**

We, INTERMOUNTAIN SLURRY SEAL, INC., as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHTY NINE THOUSAND SEVEN HUNDRED EIGHTY-SIX AND 80/100 DOLLARS (\$89,786.80)**, 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 Microseal Application. 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 \_\_\_\_\_.

INTERMOUNTAIN SLURRY SEAL, 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

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Water & Hydroelectric / Legal Departments
<b>Subject:</b>	Contract Amendment for Van Ness Feldman LLP
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	Elizabeth Schoedel, <a href="mailto:ESchoedel@spokanecity.org">ESchoedel@spokanecity.org</a> ; 509-625-6232
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	Mike Ormsby/Steve Burns
<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)	Legal Services for outside counsel on complex water issues and strategy.
<b>Strategic Initiative:</b>	Water Resources
<b>Deadline:</b>	June 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Amend Contract with Van Ness Feldman, LLP for legal services
<p><u>Background/History:</u> <i>Adam Gravley of Van Ness Feldman, LLP has advised and assisted the City on complex water issues, including preparing and strategizing wholesale water sale agreements, evaluating City water rights, providing advice on water strategy and policies, preparing for upcoming water rights adjudication, in-stream flow considerations, and discussions with Department of Ecology on water issues since 2010. It is expected that Mr. Gravley will continue to assist the City, as necessary, in responding to water issues and/or claims against the City.</i></p> <p><i>Mr. Gravley, has statewide expertise in all spheres of water law, and has an extensive history with the City. His services provide a streamlined and efficient representation of the City's interests on complex issues that frequently span years before final resolution.</i></p> <p><i>Mr. Gravley would continue billing the City at a 15% discounted-hourly rate.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Adam Gravley, of Van Ness Feldman, L.L.P., is proposed to continue to provide the Water &amp; Hydroelectric Department and the Legal Department with Special Water Counsel legal services regarding the City's ongoing water strategy and policy, including wholesale water supply agreements, preparing claims for upcoming water rights adjudication, in-stream flow issues and strategies, flow regulation and strategic analysis.</li> <li>The attached contract requests \$30,000 to fund additional services.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

Specify changes required: Known challenges/barriers: Known challenges/barriers:
---



**City of Spokane**  
**OUTSIDE COUNSEL  
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **VAN NESS FELDMAN, LLP.**, whose address is Millennium Tower, 719 Second Avenue, Suite 1150, Seattle, Washington 98104-1728, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide specialized legal advice and counsel in its preparation of the City's wholesale water sale agreement with local communities, along with anticipatorily evaluate City water rights, strategic advice on water strategy and policy and paper claims for upcoming water rights adjudication by the Department of Ecology including the in-stream flow rule planning, flow regulation and strategic analysis to the City; and*

*WHEREAS, additional funds are necessary, 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 July 14, 2010, 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 March 1, 2021.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THIRTY TWO THOUSAND AND NO/100 DOLLARS (\$132,000.00)**, as full compensation for everything furnished and done under this contract that may not be exceeded without approval of the City Attorney or City Council, where appropriate.



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.

**VAN NESS FELDMAN LLP**

**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:**

General Terms and Conditions for Outside Counsel  
Current Fee Schedule for 2021, subject to change on an annual basis

U2020-044a

# GENERAL TERMS AND CONDITIONS FOR OUTSIDE COUNSEL

## I. SCOPE OF REPRESENTATION

A. The Firm will be engaged on a case-by-case basis to represent the City, and if applicable, its employees and elected officials in lawsuits which are filed in superior court or federal district court. Specific assignments may include investigation of claims, all aspects of litigation, appeals, and additional legal representation or consultation tasks as assigned by the City Attorney. If a conflict of interest arises between the City and any department employee, it will be resolved in accordance with the Rules of Professional Conduct.

B. Interaction with the City.

Unless prohibited by the Rules of Professional Conduct, the Firm's interaction with the City will comply with the following guidelines:

1. The City Attorney must be given advance notice of any significant decisions in order to be able to participate fully in making the decisions.
2. The City Attorney must be provided with advance drafts of all significant documents (policy statements, pleadings, memoranda) in sufficient time to be able to participate fully in decisions regarding such documents.
3. The City Attorney must routinely receive copies of all other documents, including correspondence and internal legal memoranda.
4. The City Attorney must fully participate in all deliberations and decisions regarding possible settlement of a case.
5. The City Attorney must participate in the selection of all consultants or experts. No subcontracting is permitted under the Contract without the specific authorization of the City Attorney.
6. Any extensive legal research proposed by the Firm must be discussed in advance with the City Attorney.
7. The City Attorney must be advised as soon as reasonably possible of any potential conflicts in representation.

C. The City reserves the right to designate a specific attorney(s) in the Firm to work on specific matters as lead counsel or associate lead counsel for the services rendered pursuant to any referral contract. The City further reserves the right to approve any attorney offered to provide services.

D. Conflicts of Interest.

The Firm or attorney who is selected to represent the City must disclose any actual or potential conflict of interest, and will be prohibited from engaging in or carrying on, any legal work on behalf of any client that is directly adverse to the City or its interests without the specific written consent and waiver of the Office of the City Attorney. Waivers will be evaluated on a case-by-case basis. The Firm or attorney engaged to represent the City shall have a continuing duty to disclose such information. The Office of the City Attorney will not sign "blanket" waivers.

E. Confidential Information.

All confidential communications between the City, its officers, employees or agents, and the Firm, whether oral or written, and all documentation whether prepared by the Firm or the City shall be considered privileged and shall not be disclosed, except by the written consent of the City Attorney.

F. Subcontracting.

No portion of the work will be subcontracted without prior written approval of the Office of the City Attorney.

G. Advertising.

The name of the City shall not be included in any promotional or advertising materials by the Firm without the prior written approval of the City's Attorney's Office.

## II. BILLING PROCEDURES

A. Billing Procedures.

1. Billings by the Firm shall be submitted on a monthly basis.
2. Unless otherwise agreed upon in advance in writing, the City will be charged for services rendered on an hourly basis and billings will be reflected in increments of one-quarter of an hour or less.
3. Each billing statement shall be set forth for each date services were performed:
  - A brief summary of the services provided.
  - The number of hours, or fractions of hours, spent by each provider.
  - The hourly rates of each of the providers.
4. Expenses and disbursements shall be shown in detail:
  - Air travel shall be approved by the City in advance and is reimbursable at coach rates;

- The City must not be charged for courier service or other expedited mail delivery, unless the urgency was caused by the City or the City requests the service.
  - Billings for experts or consultants retained by the Firm shall be provided in a substantially similar format as outlined above.
5. Any changes in outside counsel's fee schedule shall be discussed with the City Attorney prior to implementation.
  6. The Firm has been retained because of its expertise. The City shall not be billed for basic general legal or technical research necessary to educate staff or less experienced attorneys in the Firm without advanced City approval.
  7. The City shall not be billed for any time spent in preparing or reviewing the Firm's billings to the City or for internal quality control procedures.
  8. Unless approved in advance, the City will not reimburse for time spent by more than one (1) attorney attending meetings, witness interviews, depositions, hearings and the like.

B. Payment.

The Firm shall send its applications for payment to the City Attorney's Office, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Firm's applications, except as provided by state law.

C. Audit.

The Firm shall keep adequate and accurate records supporting all amounts invoiced to the City, and must maintain the records for at least six (6) years following completion of any work. The Firm shall allow authorized City representatives to review and audit all records relating to services provided under any contract with the City.

FEE SCHEDULE  
2021-2022 Hourly Rates  
effective until the end of 2022\*

HOURLY RATES

Partner	\$475.00
Associate	\$310.00
Land Use / Env. Planner	\$235.00
Paralegal	\$150.00

CITY SHALL PAY FOR:

- Reimbursing Costs
- Litigation Expenses
- Disbursements and Out-Of-Pocket Expenses
  - Computerized Legal Research
  - Court Reporter Appearance Fees
  - Deposition (Transcription and/or Video) Fees
  - Fees for Retrieval of Records
  - Mediation or Arbitration Fees
  - Court Costs and Filing Fees
  - Payments to Outside Investigators
  - Expert Witnesses and/or Expert Consultants
  - Court Transcripts
  - Demonstrative Aids
  - Witness Fees
  - Mileage (See General Conditions)
  - All other items for which the Firm may advance or incur costs for the City's benefit

\* Hourly rates starting 2023 shall be standard rates discounted 15%, or as agreed between the Parties.

	A	B	C	D	E	F
1	<b>Van Ness Feldman -Adam Gravley Summary</b>	<b>Contract 2010-0525</b>	<b>Invoices</b>			
2		\$5,000.00				
3	7/31/2010		\$3,904.00			
4	8/31/2010		\$64.00			
5	9/30/2010		\$480.00			
6	6/30/2011		\$550.00			
7	Courtesy Credit - 7/31/2011	\$65.00	\$65.00			
8						
9	Contract Amendment - 6/2012	\$5,000.00				
10	5/31/2012		\$167.50			
11	7/31/2012		\$335.00			
12	8/31/2012		\$569.50			
13	8/31/2012		\$938.00			
14	10/31/2012		\$335.00			
15	11/30/2012		\$435.50			
16	12/31/2012		\$67.00			
17	1/31/2013		\$167.50			
18	4/30/2013		\$1,105.50			
19	5/31/2013		\$737.00			
20	6/30/2013		\$3,015.00			
21						
22	Contract Amendment - 6/2013	\$10,000.00				
23	7/31/2013		\$784.50			
24	8/31/2013		\$366.16			
25	8/31/2013		\$5,215.00			
26	9/30/2013		\$245.00			
27	11/30/2013		\$350.00			
28	12/31/2013		\$175.00			
29	1/31/2014		\$490.00			
30	2/28/2014		\$1,698.50			
31						
32	Contract Addendum - 03/2014	\$20,000.00				
33	3/31/2014		\$2,583.36			
34	4/30/2014		\$1,681.70			
35	5/31/2014		\$3,745.68			
36	6/30/2014		\$4,731.71			
37	7/31/2014		\$1,400.00			
38	8/31/2014		\$455.17			
39						
40	Contract Addendum - 09/2014	\$12,000.00				
41	9/30/2014		\$3,623.36			
42	10/31/2014		\$771.87			
43	11/30/2014		\$1,680.00			
44	12/31/2014		<b>\$1,575.00</b>			
45	<b>TOTAL</b>	<b>\$52,065.00</b>	<b>\$44,507.51</b>			
46	Our Balance	\$7,557.49				
47	Outstanding Invoices	\$1,575.00				
48	<b>Accountings Balance</b>	<b>\$9,130.49</b>				
49	<b>Difference</b>	<b>\$2.00</b>				
50						
51	<b>The \$2,00 difference is from the end of the 1st contract</b>					
52						
53	2015	\$7,555.49				
54						

	A	B	C	D	E	F
55	2/10/2015		\$3,516.18			
56	3/11/2015		\$4,195.16			
57	4/9/2015		\$987.50			
58	5/12/2015		\$987.50			
59						
60	Contract Amendment 5-18-15	\$25,000.00				
61		<b>\$22,869.15</b>				
62						
63	7/28/2015		\$158.00			
64	8/12/2015		\$954.97			
65	9/8/2015		\$2,923.00			
66	10/9/2015		\$1,584.25			
67			<b>\$5,620.22</b>			
68	CONTRACT BALANCE AS OF 2016	<b>\$17,248.93</b>				
69						
70	1/14/2016		\$118.50			
71	2/19/2016		\$480.00			
72	3/17/2016		\$1,800.00			
73	4/14/2016		\$1,000.00			
74	5/11/2016		\$120.00			
75	6/20/2016		\$2,400.00			
76	7/14/2016		\$520.00			
77	8/23/2016		\$600.00			
78	10/28/2016		\$1,200.00			
79	11/8/2016		\$440.00			
80	12/12/2016		\$440.00			
81			<b>\$9,118.50</b>			
82	CONTRACT BALANCE AS OF 2017	<b>\$8,130.43</b>				
83						
84	2/22/2017		\$560.00			
85	3/20/2017		\$280.00			
86	4/26/2017		\$320.00			
87	5/30/2017		\$360.00			
88	6/8/2017		\$1,960.00			
89	7/26/2017		\$840.00			
90	8/28/2017		\$2,247.00			
91	9/29/2017		\$640.00			
92	10/26/2017		\$400.00			
93			<b>\$7,607.00</b>			
94	<b>TOTAL AS OF 9-21-17</b>	<b>\$523.43</b>				
95						
96	Contract Amendment 11-13-17	\$25,000.00				
97		<b>\$25,523.43</b>				
98						
99	11/16/2017		\$2,187.00			
100	12/19/2017		\$600.00			
101			<b>\$2,787.00</b>			
102						
103						
104						
105	CONTRACT BALANCE OF 2018	<b>\$22,736.43</b>				
106						
107	2/27/2018		\$480.00			
108	3/26/2018		\$1,600.00			

	A	B	C	D	E	F
109	4/12/2018		\$1,360.00			
110	6/20/2018		\$1,360.00			
111	7/13/2018		\$425.00			
112	8/15/2018		\$4,945.00			
113	9/26/2018		\$1,062.50			
114	10/17/2018		\$127.50			
115			<b>\$11,360.00</b>			
116						
117	CONTRACT BALANCE 2019	<b>\$11,376.43</b>				
118						
119	3/26/2019		\$425.00			
120	4/11/2019		\$340.00			
121	5/23/2019		\$127.50			
122	6/19/2019		\$396.00			
123	<b>Balance w/acct as of 7-31-19</b>				<b>10,087.93</b>	
124	7/26/2019		\$880.00			
125	10/9/2019		\$440.00			
126	11/19/2019		\$220.00			
127	12/9/2019		\$1,188.00			
128			<b>\$4,016.50</b>			
129						
130	<b>Balance w/acct as of 4-06-2020</b>				<b>\$7,359.93</b>	
131						
132	CONTRACT BALANCE 2020	<b>\$7,359.93</b>				
133						
134	4/15/2020		\$1,540.00			
135	6/29/2020		\$660.00			
136	8/14/2020		\$792.00			
137	9/14/2020		\$660.00			
138	12/15/2020		\$1,364.00			
139			<b>\$5,016.00</b>			
140						
141	CONTRACT BALANCE 2021	<b>\$2,343.93</b>				
142						
143	1/14/2021		\$484.00			
144	3/15/2021		\$880.00		<b>\$979.93</b>	4/23/2021
145	4/8/2021		\$2,280.00			



## Briefing Paper

### Public Infrastructure, Environment and Sustainability

<b>Division &amp; Department:</b>	Public Works & Integrated Capital Management
<b>Subject:</b>	Consulting Contract for WSDOT I-90 Stormwater Separation
<b>Date:</b>	May 24, 2021
<b>Author (email &amp; phone):</b>	<a href="mailto:mpapich@spokanecity.org">mpapich@spokanecity.org</a> & 625-6310
<b>City Council Sponsor:</b>	
<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)	This project is identified in the 2021-2026 Six Year Citywide Capital Improvement Program.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	None
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve the consulting contract for Osborn Consulting Engineers to perform the analysis and design for the stormwater separation.
<b>Background/History:</b> There are approximately 30 acres of pollution generating impervious surface on I-90 between Hamilton and Havana that drains to the City's combined sewer system. The City's goal is to separate this area from the combined sewer system. The area has been divided into 10 sub-basins. The consultant will provide a 90% design for one of the sub-basins as well as analysis and recommendations on the other 9 sub-basins. The City received an Ecology grant with no match to fund this work. The City received one proposal on the RFQ – from Osborn Consulting Engineers.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>This is an analysis and 90% design for separating and treating stormwater along I-90 between Hamilton and Havana.</li> <li>The contract is fully funded through an Ecology stormwater grant.</li> <li>The contract amount will be \$250,000.</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 type="checkbox"/> No N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) <i>The 25% match requirement of the grant is programmed through the utilities capital fund.</i>	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

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

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Wellesley Maple Intersection Upgrade
<b>Date:</b>	May 24, 2021
<b>Contact (email &amp; phone):</b>	Dan Buller dbuller@spokanecity.org, 625-6391
<b>City Council Sponsor:</b>	Breean 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)	This project is in the 6-year street plan.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contracts
<b>Background/History:</b> <ul style="list-style-type: none"> <li>This project is intended to improve the westbound traffic flow through the Wellesley/Maple intersection.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The proposed project doubles the length of the westbound left turn lane. This is accomplished by removing/reshaping the existing island between Maple &amp; Cedar as shown in the attached exhibit.</li> <li>It also revises the signal on the northwest corner of Maple &amp; Wellesley to account for the expanded left turn lane.</li> <li>Also included in the project is an upgraded STA bus stop on the south leg of this intersection.</li> <li>This project is funded partially with federal funds and impact fees.</li> </ul>	
<b>Operations Impact:</b> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

