

Public Infrastructure, Environment, and Sustainability Committee
Agenda for 1:15 p.m. Monday, November 22, 2021

The Spokane City Council's Public Infrastructure, Environment, and Sustainability Committee meeting will be held at **1:15 p.m. November 22, 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 4th 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 October 25, 2021**
- III. **Discussion items**
 - A. Council requests
 1. Consent items for discussion
 2. S3R3 PDA Update (10 minutes) – CP Beggs/Todd Coleman
 3. STA Fare Policy Update (10 minutes) - Brandon Rapez-Betty/Karl Otterstrom
 4. [Apprenticeship Program Updates Ordinance \(10 minutes\) – CP Beggs](#)
 5. [Beacon Hill Vista Development Agreement/Resolution 2021-0097 – referred from 11/15/21 Council Agenda \(10 minutes\) – Eldon Brown](#)
 6. [State Legislative Agenda Priorities Resolution \(10 minutes\) - CP Beggs](#)
 7. [Departmental Structure Amendments Ordinance \(5 minutes\) - CP Beggs](#)
 8. [BID Ordinance and Contract Amendments \(5 minutes\) - CP Beggs](#)
 - B. Staff requests
 1. [High Drive 20MPH Pilot Program \(10 Minutes\) – Clint Harris](#)
 2. [SBO for Year-End for Fire-EMS Fund \(5 minutes\) – Paul Ingiosi](#)
- 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. Contract Renewal for US Bank
2. MLK Community Center Operations Amendment
3. Council Acceptance of Transit-Oriented Development Implementation (TODI) Grant for \$250,000 from WA Department of Commerce
4. WA Commerce Housing Action Plan and Implementation (HAPI) Grant Acceptance for \$100,000 to implement the Housing Action Plan
5. Media Services Contracts for Water & Stormwater Stewardship
6. Purchase of five CNG Scorpion ASL's for Solid Waste Collection Department
7. Renewal of Master Contract with Camtek for Security Camera Installation
8. Consultant Contract for Center & Corridor Design Guideline and Code Update Project
9. NSC Freeway – City Utility Relocations
10. Value blanket renewal with NorthStar Chemical for purchase of sodium hydroxide at WTE
11. Value blanket renewal with Atlas Copco for compressor rentals at WTE
12. Value blanket Amendment with Eljay Oil for purchase of ultra-low sulfur #2 dyed diesel at WTE
13. Contract renewal with American Recycling for metals recycling at WTE
14. Contract renewal with Big Sky Industrial for vacuum support services at WTE
15. Contract award to Hydraulics Plus for offsite rebuild of hydraulic and pneumatic cylinders at WTE
16. Contract renewal with Dresser Rand Company for turbine generator repairs and maintenance at WTE
17. Contract renewal with Helfrich Brothers Boiler Works for refractory installation and sandblasting at WTE
18. HydroMax USA Sole Source Resolution
19. Vacation of Perry St between Hartson Ave and Celesta Ave
20. Contract for 2021 Residential Grind & Overlay (North) Project
21. Contracts for 2022 Street Maintenance ADA Curb Ramp
22. Agreements for On-Call Engineering Consultants
23. SIA Budget Approval
24. Garske Settlement Resolution

VI. Executive session

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

Page 2 of 3

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 msteinhofson@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.

VII. Adjournment

Next Public Infrastructure, Environment, and Sustainability Committee meeting The next meeting will be held at an adjusted date and time of 10:00 a.m. December 13, 2021 to accommodate holiday scheduling.

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STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
October 25, 2021

Committee members present in person, phone or video

Council President Breean Beggs, Committee Chair
Council Member Michael Cathcart, Vice Committee Chair
Council Member Candace Mumm
Council Member Karen Stratton
Council Member Betsy Wilkerson
Council Member Lori Kinnear (Joined at 1:29PM)

Council President Beggs called the meeting to order at 1:17 p.m.

<https://vimeo.com/638845506>

Review and approval of minutes

Council President Beggs asked for a motion to approve the minutes of September 27, 2021 meeting.

- Action taken
- Council Member Wilkerson moved to approve the minutes of the September 27, 2021 meeting as presented; the motion was seconded by Council Member Stratton. Motion passed unanimously.

Discussion items - Items were presented in a different order than reflected in the agenda and minutes.

A. Council Requests

1. Consent items for discussion
2. Legislative update - none
3. ADU Fee Waiver Ordinance
Councilwoman Kinnear discussed a three year pilot program for reducing or eliminating fees for construction of Accessory Dwelling Units within a half mile of Centers and Corridors. With supply and labor shortages, this may be the right time to explore smaller living options.
4. Stormwater Facility Maintenance Ordinance
Councilwoman Kinnear shared information on City management of stormwater facilities in the public right-of-way and a continued effort for tree planting to mitigate stormwater. Citing SMC 12.01 the discussion included the maintenance and creation

of tools like CSO tanks and built environments for Stormwater mitigation but exploring more cost effective solutions. No supporting financial information at this time.

5. NEPDA Update

David Guthrie, NEPDA Executive Director, updated the Committee on funding and infrastructure needs within the Northeast Public Development Authority. Pending approval of a ongoing federal funding infrastructure request, the City has been asked to provide a twenty percent match to those funds. David shared challenges the area is facing when working to attract businesses. Discussion included increases the tree canopy, industrial streets design, funding sources and complete streets review.

B. Staff Requests

1. Illinois Ave. Protected Bike Lanes

Kevin Picanco briefed this item as the second planning update for 2021. Kevin shared the project background and overview, preferred alternatives by segment – including the eastly segment from Perry to Market which includes a near term 2022 project for grind and overlay, shared path, plaza creation and street trees.

2. Resolution to amend the Retail Water Service Area

Eldon Brown briefed applications to amend the retail water service area. The applicants intend to build 132 units within the urban growth boundary on a low density zoned 30 acre property. Based on the measurable criteria, this application meets to standart to proceed to a hearing although the application timing is out of cycle.

3. Inter-Departmental Agreement between Public Works & Parks Department

Marlene Feist shared an update on an approach to an interdepartmental agreement between Parks and Public Works around water conservation measures resulting in multi-million gallons of water savings annually. Working on creation of design standards around irrigation to reduce water waste and to increase investment in water saving projects in Spokane.

4. Beacon Hill Vista Development Agreement

Eldon Brown shared updated information on an request for a five year extension of the Beacon Hill Developer Agreement originally dated 12/14/2005. The last extension was granted in 2016. The project has become more viable at present and is in a position to move forward with development. Current street standards and code consdiderations were discussed.

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.

Executive session

None.

Adjournment

The meeting adjourned at 2:40PM

Prepared by:

Shae Blackwell

Approved by:

Chair

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	City Council
Subject:	Apprenticeship Ordinance Update
Date:	November 22, 2021
Author (email & phone):	Breean Beggs (bbeggs@spokanecity.org)
City Council Sponsor:	Council President Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic and Comprehensive Plan Connections: Strategic Plan: 21 st century workforce; innovative infrastructure. Comprehensive Plan: ED 5 EDUCATION AND WORKFORCE DEVELOPMENT Goal: Improve Spokane's economy through a well-educated citizenry and a qualified labor force that is globally competitive and responds to the changing needs of the workplace. ED 5.3 Post-Secondary Education and Job Training <i>Support continued efforts of the educational community to contribute to the health of Spokane's economy through post-secondary plans, programs, and activities.</i> ED 5.6 Employer Training Support <i>Encourage employers to support continuing education and training for their employees.</i>
Strategic Initiative:	21 st century workforce; innovative infrastructure
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Updating apprenticeship requirements for public works contracts in line with state law
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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>N/A</i>	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Updates the public works contracting apprenticeship program Known challenges/barriers: <i>N/A</i>	

ORDINANCE NO. C-_____

An ordinance improving the public works apprenticeship program to match recent updates to state law and increase apprenticeship utilization; updating the process of seeking exemptions; specifying “per craft” apprenticeship utilization requirements; introducing a graduated penalty schedule; and making associated technical corrections; amending sections 07.06.520, 07.06.720, 07.06.730, 07.06.760, 07.06.770, and 07.06.780; and enacting new sections 07.06.725 and 07.06.790 of the Spokane Municipal Code.

WHEREAS, recent amendments to state law have expanded the City of Spokane’s authority to implement supplemental responsible bidder criteria; and

WHEREAS, the City’s public works apprenticeship program has not been updated since 2017, despite the fact that various improvements in the state law on apprenticeship programs have been made in the past four years; and

WHEREAS, some provisions of the apprenticeship program, such as reporting and data collection and minimum required contract terms, are in need of updating and greater specification.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.06.520 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.520 Supplemental Bidder Responsibility Criteria

- A. In addition to mandatory bidder responsibility criteria set forth in SMC 7.06.500, ~~((the low responsible bidder))~~ all bidders shall also be responsible for meeting the City’s supplemental bidder responsibility criteria. Evidence of compliance with the City’s supplemental responsibility criteria shall be requested from ~~((the lowest bidder))~~ all bidders on a Public Works project. ~~((If the lowest bidder is subsequently disqualified, then the next lowest bidder shall submit evidence of compliance with the City’s supplemental bidder responsibility criteria.))~~ The City reserves the right to ~~((request evidence of))~~ select a bid that shows greater compliance with the City’s supplemental bidder responsibility criteria ((from additional bidders should the two (2) lowest bidders fail to meet the supplemental bidder responsibility criteria as set forth in the call for bids)) over a facially lower-cost bid that shows compliance with fewer such supplemental bidder responsibility criteria.
- B. The following supplemental bidder responsibility criteria describe the relevant experience, training, and/or certification requirements or qualifications that the City shall consider before award of contract. In making a determination above the contractor, the City shall consider:
 1. Work Experience and Company Reputation

- a. Company History
Whether the bidder is a reputable person / company / legal entity in order to gainfully win public contract awards with the City of Spokane.
 - b. Work Experience
Whether the bidder meets project specific criteria, including work experience, as added by each department based on the unique qualities of a particular public works project.
 - c. Performance Evaluations
Whether under past or present names the bidder has received “deficient” or “inadequate” performance evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a Public Works project within the last five (5) years.
 - d. References
The City reserves the right to check references, whether identified by the bidder or not, on all bidders, including using itself as a reference in applicable situations.
2. Record of debarment/disqualification
Whether the bidder (including the primary contractor, or any firm with which any of the primary contractor’s owners, officers, or partners was associated) has been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or Public Works projects, including debarment by the federal, state or other municipal governmental during the last five (5) years.
3. Safety
In the last five (5) years the bidder shall not have a history of willful or repeat violations of safety or health regulations by OSHA or other agencies responsible for safety oversight.
4. Environmental Regulations
In the last five (5) years, the bidder shall not have a history of serious citations from environmental enforcement agencies on projects for which the bidder was the contractor.
5. Utilization Requirements
In the last five (5) years, it has been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on Public Works projects. If a bidder has a history of receiving monetary penalties for not achieving apprentice utilization requirements, the bidder must submit an apprenticeship utilization plan within ten (10) business days immediately following the notice to proceed date.
6. Discrimination
Whether the bidder has been found guilty of violating or failing to comply with federal, state, or local discrimination laws in any jurisdiction.
7. Prevailing Wage
Whether in the last previous five (5) years the bidder has ((a pattern of)) engaged in prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis

Bacon wage compliance, unless there are extenuating circumstances acceptable to the City.

8. Public Bidding Crimes (Criminal Convictions)

Whether the bidder has been convicted of a crime involving bidding on a Public Works contract within the previous five (5) years.

9. Claims against Retainage or Bonds

Whether the bidder has ~~((a record of multiple))~~ a claim or claims filed against the retainage or payment bonds for Public Works projects during the previous three (3) years that demonstrate a lack of effective management by the bidder of making timely and appropriate payments to its subcontractors, suppliers ~~((and))~~ or workers, unless there are documented extenuating circumstances acceptable to the City.

10. Termination for Cause

Whether the bidder has had any Public Works contract terminated for cause by a government agency during the previous five (5) years unless there are extenuating circumstances acceptable to the City in its sole discretion.

11. Litigation

Whether the bidder has lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder within previous five (5) years that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

12. Delinquent State Taxes

Whether the bidder owes delinquent taxes to the Washington Department of Revenue or any other federal, state, or local tax agency without a payment plan approved by the ~~((department of revenue))~~ relevant agency before the date of award.

13. Labor Standards Violations

Whether the bidder has been found guilty of violating or failing to comply with local, state, or federal labor laws or standards.

Section 2. That Section 07.06.720 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.720 Administration of Apprenticeship Program

- A. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least ~~((ten (10) percent in 2016 and))~~ fifteen (15) percent ~~((in years 2017 and beyond,))~~ of the labor hours for each craft that has an available apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program.
- B. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those

contracts, provided there is a state-approved apprenticeship training program for the trade for which a subcontract is issued.

- C. The City Administrator shall implement and administer this article and shall develop and adopt procedures to implement and enforce this Article X of Chapter 07.06 SMC. The City Administrator shall establish and maintain contract specification language to implement the apprenticeship requirement as required by SMC 07.06.725, and such other supplemental contract language as needed. The City Administrator shall develop and implement a system for monitoring the actual use of apprentices on Public Works projects, maintaining, and reporting such data as required by SMC 07.06.790.
- D. ~~((The City Administrator shall establish a monitoring program to verify compliance with this article and shall report to the City Council at least twice each year to report on the apprenticeship program.))~~
- E. Each contractor on city Public Works construction projects to which this article applies shall incorporate the requirements of this article in all subcontracts for the project and shall require each subcontractor to which this chapter applies to execute a form, to be provided by the city, acknowledging that the requirements of this article are applicable to the labor hours for the project.

Section 3. That there is enacted a new section 07.06.725 of the Spokane Municipal Code to read as follows:

Section 07.06.725 Minimum Required Contract Terms

In each public works construction contract which is subject to this Article X, there shall be specific line items specifying that apprenticeship utilization goals shall be met, monetary incentives for meeting the goals, monetary penalties for not meeting the goals as described in SMC 07.06.760, and an expected cost value, if any, to be included in the bid associated with meeting the goals. All contracts subject to this Article X must include specifications that a contractor or subcontractor may not be required to exceed the apprenticeship utilization requirements of this section.

Section 4. That Section 07.06.730 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.730 Waiver of Reduction of Goals

The City ~~((Administrator))~~Council may, upon the recommendation of the City Administrator, waive or reduce the apprenticeship participation percentage on Public Works construction projects ~~((with prior written notice to the city council. The notice to the City Council))~~by resolution ~~((shall describe the facts and circumstances upon which the City Administrator's decision to reduce the apprenticeship participation percentage is based. These))~~ containing factual findings ~~((must show))~~ that (1) there is a demonstrated lack of ability to obtain apprentices in a specific geographic area or field; (2) a disproportionately high ratio of material costs to labor hours on the particular projects does not make feasible the required minimum level of apprentice participation; (3) the reasonable and necessary requirements of the contract or subcontract render

apprentice utilization infeasible at the required levels due to specialized training and safety requirements which are not available through the local available state-approved apprenticeship training programs; or (4) participating contractors or subcontractors cannot meet the utilization requirements despite demonstrated good faith efforts to comply with the requirements of this article.

Section 5. That section 07.06.760 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.760 Penalty

- A. ~~((All City Public Works contracts involving this article shall include a provision establishing))~~ For each unmet labor hour required by this Article X, there shall be imposed a penalty equal to thirty percent (30%) of the highest paid craft hourly rate on the Public Works project as determined by prevailing wages ((for each unmet labor hour to be imposed by the City Administrator)) on each contractor who violates the provisions of this article. For a second violation in a rolling five-year period, the penalty shall be sixty percent (60%), and for a third or subsequent violation in a rolling five-year period, the penalty shall be ninety percent (90%).
- B. The specific facts and circumstances and the existence and extent of any good faith efforts to comply shall be considered when determining whether a contractor is subject to debarment under SMC 07.06.610(B).
- C. The City Administrator shall dedicate all revenues derived from penalties imposed for violation of this Article X to grants to pre-apprenticeship programs to assist minorities, women, and residents of CEZs as defined in this Article X.

Section 6. That section 07.06.770 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.770 Appeals

- A. An appeal may be filed with the City's Hearing Examiner by any contractor or Washington State registered apprenticeship program regarding the ~~((City Administrator's))~~ City Council's decision to waive or reduce the apprenticeship participation percentage or the City Administrator's imposition of penalties pursuant to SMC 07.06.760.
- B. Appeals shall be filed within ten (10) business days of the City ~~((Administrator's))~~ Council's or City Administrator's decision. Appeals shall be processed consistent with SMC 17G.050.310-320.
- C. The Hearing Examiner shall either affirm or reverse the decision of the City ~~((Administrator))~~ Council or City Administrator. If the Hearing Examiner reverses the City ~~((Administrator's))~~ Council's or City Administrator's decision, the matter shall be remanded to the City Administrator to decide the matter consistent with the Hearing Examiner's decision.

- D. An appeal shall not act as a stay to a Public Works construction project. A decision by the Hearing Examiner regarding the waiver or reduction of the apprenticeship participation percentage shall be only apply prospectively. A decision by the Hearing Examiner affirming the City Administrator's assessment of penalties may be taken into account when determining the relative severity of the violation in the determination as to whether to debar a contractor under SMC 07.06.610(B).
- E. The Hearing Examiner's decision may be appealed to Superior Court.

Section 7. That section 07.06.780 of the Spokane Municipal Code is amended to read as follows:

Section 07.06.780 Administrative Procedures

The City Administrator shall develop administrative procedures to implement and enforce the provisions of this Article X. In the event of any conflicts between such procedures and this Article X, which Article X shall control.

Section 8. That there is enacted a new section 07.06.790 of the Spokane Municipal Code to read as follows:

Section 07.06.790 Data Collection and Reporting

The City Administrator or designee shall collect, maintain, and report at least annually to the City Council's Finance and Administration Committee, the following data:

1. The name of each apprentice and apprentice registration number employed under the requirements of this Article X during the preceding year;
2. The name of each project to which this Article X applied during the preceding year;
3. The dollar value of each project subject to this Article X during the preceding year;
4. The date of the contractor's notice to proceed;
5. The number of apprentices and labor hours worked by them, categorized by trade or craft;
6. The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
7. The number, type, and rationale for the exceptions granted under SMC 07.06.730.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT



Agenda Sheet for City Council Meeting of: 11/15/2021

<u>Date Rec'd</u>	10/28/2021
<u>Clerk's File #</u>	RES 2021-0097
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DSC, CODE ENFORCEMENT & PARKING SERVICES
<u>Contact Name/Phone</u>	ELDON BROWN 6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	4700 - 0650 BEACON HILL DEVELOPMENT AGREEMENT

Agenda Wording

Resolution approving a development agreement between the City and Beacon Hill Spokane INC

Summary (Background)

On December 14, 2005 the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of certain property into 35 lots for multi-family development. The property is located east of Havana Street and North of Longfellow Ave, formerly known as "the Camel Farm". The project is known as Vistas at Beacon Hill and the preliminary approval was granted a one-year time extension, extending expiration of the preliminary...

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session\Other</u>	PIES 10/25/21
<u>Division Director</u>	MACDONALD, STEVEN	<u>Council Sponsor</u>	CM Michael Cathcart
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	kbecker@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mcathcart@spokanecity.org	
<u>Additional Approvals</u>		ebrown@spokanecity.org	
<u>Purchasing</u>		dscadmin@spokanecity.org	
		jrichman@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Developer Services
Subject:	Extension of a developer agreement regarding the preliminary plat and planned unit development referred to as The Vistas At Beacon Hill.
Date:	10/25/21
Contact (email & phone):	jsaywers@spokanecity.org
City Council Sponsor:	Cathcart
Executive Sponsor:	Kris Becker
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	December 14, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approved extension will grant an additional five-year extension of the Development Agreement to extend the time to file a final plat.
<p>A. <u>Background/History:</u> The Vistas at Beacon Hill Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the “Project” or “Preliminary Approval”). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016.</p> <p>On December 12, 2016 pursuant to resolution 2016-0101, the City Council approved a Developer Agreement extending the expiration of the preliminary approval until December 14, 2021</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <i>The Owners of the Vistas at Beacon Hill have requested an amendment to the existing Development Agreement granting an additional five-year extension of the Development Agreement in order to extend the time to file a final plat.</i> <i>The amendment of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2026.</i> <i>The Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval of the Project is extended until December 14, 2026.</i> 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

RESOLUTION NO. 2021-0097

A RESOLUTION APPROVING AN EXTENSION OF A DEVELOPMENT AGREEMENT REGARDING THE PRELIMINARY PLAT AND PLANNED UNIT DEVELOPMENT REFERRED TO AS THE VISTAS AT BEACON HILL

A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and

B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and

C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit “A,” attached hereto and incorporated by reference herein (hereafter the “Property”);

D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the “Project” or “Preliminary Approval”). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the “Development Agreement”);

F. WHEREAS, the Owners have requested an additional five-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

H. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

I. Pursuant to RCW 36.70B.200, the City held a public hearing with respect to consideration and approval of this Extension of the Development Agreement.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached 1st Amendment of Development Agreement are hereby adopted as the Council’s findings in support of this Resolution.

2. The 1st Amendment of Development Agreement, which provides for an additional 5-year extension of the preliminary approval, is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this _____ day of _____,
20____.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit 1

Development Agreement

When recorded return to:

City of Spokane

Attn: Planning Services Department

808 W Spokane Falls Blvd

Spokane, WA 99201

1st AMENDMENT OF DEVELOPMENT AGREEMENT

This 1st Amendment of Development Agreement ("Agreement") is entered into this 12th day of October, 2021 (the "Effective Date") by and between the CITY OF SPOKANE, a Washington Municipal Corporation (the "City"), Nationwide Capital Investments, LLC, a Washington limited liability company (as "Nationwide") and Howard Capital Group, LLC, a Washington limited liability company (as "Howard"). Nationwide and Howard are collectively referred to herein as the "Owners." The Owners and the City are collectively referred to herein as the "Parties."

RECITALS

A. WHEREAS, Nationwide owns Spokane County Parcel No. 35022.0114; and

B. WHEREAS, Howard owns Spokane County Parcel No. 35022.0115; and

C. WHEREAS, collectively the Owners own that certain real property which is located in the Beacon Hill area of Spokane, generally located east of Havana Street, north of Longfellow Avenue, and south of Valley Springs Road, which property is further described in Exhibit "A," attached hereto and incorporated by reference herein (hereafter the "Property");

D. WHEREAS, pursuant to Findings, Conclusions, and Decision dated December 14, 2005, File No. Z2005-68-PP/PUD, the City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow subdivision of the Property into 35 lots for multi-family development (the "Project" or "Preliminary Approval"). The Project is known as Vistas at Beacon Hill and the preliminary approval has been granted a one-year time extension, extending expiration of the preliminary approval until December 14, 2016;

E. WHEREAS, on or about December 12, 2016, pursuant to Resolution 2016-0101, the City Council approved a Development Agreement extending the expiration of the preliminary approval until December 14, 2021 (the "Development Agreement");

F. WHEREAS, the Owners have requested an additional five-year extension of the Development Agreement in order to extend the time to file a final plat as set forth herein;

G. WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits and has the authority to enter into Development Agreements pursuant to RCW 36.70B.170(1);

H. WHEREAS, The City has promulgated regulations for Development Agreements in Section 17A.060 of the Spokane Municipal Code (SMC) and the Development Agreement was prepared in accordance with those provisions; and

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

TERMS

1. Development Agreement: The Development Agreement approved by the City Council pursuant to Resolution 2016-0101 is incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. Extension of Time: Unless terminated earlier as provided herein, the duration of the Development Agreement shall be extended and shall remain in effect until amended in writing by the Parties or until December 14, 2026 (hereinafter, "Term"). Unless the Development Agreement is terminated earlier as provided therein, the expiration date (or the time by which the Owners must submit a final plat and PUD meeting all of the requirements of the Preliminary Approval) of the Project is extended until December 14, 2026. Provided, pursuant to RCW 36.70B.170, the city reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.
3. Recordation of Agreement. The Owners shall cause this Agreement and any amendment(s) or termination to it to be recorded with the Spokane County Auditor.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and shall constitute one and the same instrument. All Exhibits hereto are hereby incorporated by specific reference into this Agreement, and their terms are made a part of this Agreement as though fully recited herein.
5. Termination. This Agreement shall be deemed terminated and of no further effect upon the entry of a final judgment (and the exhaustion of all appeals setting aside such final judgment), voiding this Agreement, if appealed, or on December 14, 2026, whichever occurs first. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder.

6. Appeal. Without limiting any appeal rights, and subject to SMC 17G.060.210, a person with standing, as defined in Washington land use case law, may appeal to the hearing examiner a project permit or project permits issued pursuant to this Agreement by filing with the permit application department a written appeal within fourteen days of the date of the written decision on the project permit.

CITY OF SPOKANE, WASHINGTON

By: _____
Title: _____

Attest:

Approved as to form:

Clerk

Assistant City Attorney

NATIONWIDE CAPITAL INVESTMENTS, LLC

By: 

Its: Managing Member

HOWARD CAPITAL GROUP, LLC

By: 

Its: Managing member

STATE OF WASHINGTON

ss.

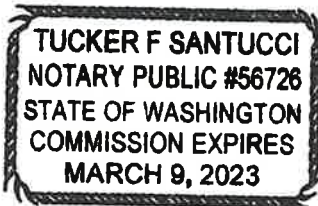
County of Spokane

I hereby certify that I know or have satisfactory evidence that, on this 12th day of October, 2021, Ryan Butth signed this instrument,
(Print name)

on oath state that (she/he/they) is/are authorized to execute the instrument as a Member of Howard Capital Group LLC
(Position/Title) (Name of entity)

and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Tucker F Santucci
Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: March 9, 2023

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____ and TERRI L. PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the _____ 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: _____

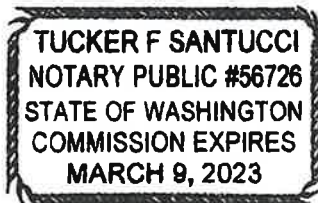
Notary Public in and for Washington State,
residing at _____

My appointment expires _____

STATE OF WASHINGTON :
 : ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this 12th day of October, 20 21, Ryan Butth signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as a Member of Nationwide Capital Investments LLC
(Position/Title) (Name of entity)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Tucker F Santucci

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: March 9, 2023

Tier 1 Legislative Priorities

Smart Justice

Improve public safety, reduce recidivism and lower criminal justice costs by establishing a program for the Spokane region to use Accelerated Rehabilitation and Community Safety (ARCS) diversion services in lieu of incarceration for felony property crimes adjudicated by Spokane County and misdemeanor drug crimes adjudicated by the City of Spokane.

Background: There are multiple evidence-based alternatives to incarceration that assure substantially lower re-offense rates than traditional court and correctional processing. These diversion services provide significant savings to taxpayers for each prisoner who is diverted from prison in lieu of alternative programming and in avoided costs from the prisoner successfully completing the program and not re-offending. The Washington Supreme Court's "Blake" decision struck down the state statute that made possession of controlled substances a class C felony, removing state criminal penalties for possession and making them misdemeanors, which places new burdens on municipal courts.

Traffic Safety

Safeguard pedestrians, bikers and drivers by permitting the City of Spokane to use automated traffic safety cameras near schools and parks. Dedicate revenue from infractions to fund traffic calming measures that will help reduce speed and enhance the street environment for non-motorists.

Background: The Legislature authorizes the use of automated traffic safety cameras in very limited, pilot projects in specific jurisdictions. The cameras may only take pictures of the vehicle and the vehicle's license plate and only while the infraction is occurring; the photos must not reveal the face of the driver or passengers, and cities and counties must consider installing the cameras in a manner that minimizes the impact of the camera flash on drivers. Automated traffic infractions are processed in the same manner as parking infractions.

Affordable Housing

Expand housing opportunities by allowing the City of Spokane to use revenue it collects from existing Local Revitalization Funding (LRF) areas to help pay for land acquisition and construction of affordable housing.

Background: The LRF program authorizes cities and counties to create "revitalization areas" and allows certain increases in local sales and use tax revenues and local property tax revenues generated from within the revitalization area, additional funds from other local public sources, and a state contribution to be used for payment of bonds issued for financing local public improvements within the revitalization area.

Transportation Funding

Pass a robust new-revenue Transportation Budget to fund the backlog of repairs for roads, highways and bridges, invest in maintenance and preservation, improve public transit and bike-pedestrian mobility, promote vehicle electrification, accelerate construction of the North Spokane Corridor, and address the Supreme Court's landmark decision to restore culvert fish passages. Provide cities with additional funding options and flexibility to address pressing local needs.

Background: In the 2021 legislative session, lawmakers came close to agreement on a nearly \$18 billion funding package to address critical statewide transportation needs but were not able to finalize negotiations before adjourning. Reaching agreement on expanded, equitable transportation funding mechanisms and priorities in the 2022 session is essential to improve our state, regional and local transportation systems, create new jobs and economic activity, and maximize opportunities expected from federal infrastructure funding.

Capital Budget

- Establish a downtown Spokane intake and referral center to help people who are experiencing homelessness secure housing, mental and behavioral health treatment, food security, job assistance and other critical services needed for recovery.
- Refurbish and modernize the former Hillyard Library to create a community behavioral health center supported by the Northeast Community Center Association in partnership with Multicare Behavioral Health Network.
- Create a stand-alone municipal court diversion bed facility that supports the City's Smart Justice initiative to address increased misdemeanor drug crime cases in a more cost-effective manner.
- Install suicide-prevention barriers on Spokane's Monroe Street Bridge in response to the well-documented increase in mental health crises.
- Improve playground equipment and other facilities at Northeast Spokane's historic Minnehaha Park, a 39-acre public park located at Euclid Avenue and Havana.

ORDINANCE NO. C-_____

An ordinance relating to the executive and administrative organization of the City; amending section 03.01A.367 of the Spokane Municipal Code.

WHEREAS, the current description for the Community and Economic Development Services Department seems overly broad; and

WHEREAS, the City Council desires to add a greater level of specificity to the functions of the Community and Economic Development Services department;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.367 is amended to say:

Section 03.01A.367 Community and Economic Development Services

- A. The division of community and economic development services administers a wide range of planning, design, economic development, historical preservation and business support services to promote comprehensive growth and community initiatives with a primary purpose of growing and enhancing existing City of Spokane businesses. This includes serving as liaison to local tribes, public development authorities, business improvement districts, neighborhood business associations and regional economic development organizations.
- B. The division director of community and economic development services is responsible for the leadership and management of the division and various departments under the supervision of the division.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

DISCUSSION DRAFT

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

ORDINANCE NO. C-_____

An ordinance relating to the executive and administrative organization of the City; adopting a new section 03.01A.252 to Chapter 03.01A of the Spokane Municipal Code.

WHEREAS, the 2021 City of Spokane Budget included the new position of Civil Rights Officer; and

WHEREAS, the City Council seeks to establish a greater level of emphasis and significance in the areas of Civil Rights, Equity and Inclusion; and

WHEREAS, in accordance with Section 25 of the City of Spokane Charter, Administrative departments shall be created by the City Council at the time of the adoption of the annual budget;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 03.01A.252 to chapter 03.01A of the Spokane Municipal Code, effective with the adoption of the 2022 City of Spokane Budget, to read as follows:

03.01A.252 Office of Civil Rights, Equity and Inclusion

The Office of Civil Rights, Equity and Inclusion is established to provide citywide leadership and guidance in the areas of civil rights, equity and inclusion. It shall promote the removal of historical and existing barriers to access to services within the boundaries of The City of Spokane and work to eliminate discrimination in housing, employment, and public accommodations for all people; receive, oversee investigations and resolve complaints of discrimination not under the jurisdiction of other government entities; recommend policies to all departments and divisions of City government in matters affecting civil rights, equity and inclusion; recommend implementation plans for such programs and policies; and promote awareness within City government and the City of Spokane through public education and outreach.

This Office is a new department with the organization structure of the City of Spokane and will be part of the Community and Economic Development Services Division. The head of the Office of Civil Rights, Equity and Inclusion will be a Director level position within the organization.

PASSED by the City Council on _____.

DISCUSSION DRAFT

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C-_____

An ordinance relating to the executive and administrative organization of the City; amending section 03.01A.520 and adopting a new section 03.01A.254 to Chapter 03.01A of the Spokane Municipal Code.

WHEREAS, the current organization structure has development services, code enforcement and parking combined under one department; and

WHEREAS, the City Council sees benefit in separating these functions into two separate departments; and

WHEREAS, in accordance with Section 25 of the City of Spokane Charter, Administrative departments shall be created by the City Council at the time of the adoption of the annual budget;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That, effective January 1, 2022 (with the adoption of the 2022 City of Spokane Budget), section 03.01A.253 is amended to say:

Section 03.01A.253 Development Services Center and Code Enforcement

- A. The development services center and code enforcement department performs the following functions:
1. Reviews and approves plans, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements.
 2. Coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws, and has authority to issue civil infractions to enforce public health and safety laws under the municipal code.
 - ~~3. Coordinates the operation of parking services provided by the city including parking enforcement.~~

The building official is appointed by the mayor.

Section 2. That there is adopted a new section 03.01A.254 to chapter 03.01A of the Spokane Municipal Code, effective with the adoption of the 2022 City of Spokane Budget, to read as follows:

03.01A.254 Parking Services Department

The parking services department coordinates the operation of parking services provided by the city including parking enforcement.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Section 03.01A.253 Development Services Center, Code Enforcement and Parking Services

B. The development services center, code enforcement and parking services department performs the following functions:

2. Reviews and approves plans, issues building and occupancy permits and inspects building projects for compliance with building and other construction codes. It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements.

DISCUSSION DRAFT

3. Coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws, and has authority to issue civil infractions to enforce public health and safety laws under the municipal code.
3. Coordinates the operation of parking services provided by the city including parking enforcement.

B. The building official is appointed by the mayor.

DRAFT

ORDINANCE NO. C-_____

An ordinance relating to the organization of the Spokane Police Department; repealing sections 03.01A.375, 03.01A.385, 03.01A.390, and 03.01A.400 of the Spokane Municipal Code.

WHEREAS, the City Council wishes to streamline the Spokane Police Department and reduce the number of departments within the broader Spokane Police Department; and

WHEREAS, in accordance with Section 25 of the City of Spokane Charter, Administrative departments shall be discontinued by the City Council at the time of the adoption of the annual budget;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 03.01A.375 of the Spokane Municipal Code is repealed in its entirety upon the adoption of the 2022 City of Spokane Budget.

Section 2. That section 03.01A.385 of the Spokane Municipal Code is repealed in its entirety upon the adoption of the 2022 City of Spokane Budget.

Section 3. That section 03.01A.390 of the Spokane Municipal Code is repealed in its entirety upon the adoption of the 2022 City of Spokane Budget.

Section 4. That section 03.01A.400 of the Spokane Municipal Code is repealed in its entirety upon the adoption of the 2022 City of Spokane Budget.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DISCUSSION DRAFT

Mayor

Date

Effective Date

DRAFT



City of Spokane

**REVISED DOWNTOWN BUSINESS
IMPROVEMENT DISTRICT AGREEMENT**

**Title: Revised BID Administration and Operations
Agreement**

THIS REVISED AGREEMENT is effective as of the 1st day of January, 2022, and is made by and between **THE CITY OF SPOKANE**, a municipal and a first-class charter city, having its principal place of business at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, (the "City"), and the **DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION**, d/b/a Downtown Spokane Partnership, (the "DSP"), having its principal place of business at 10 North Post Street, Suite 400, Spokane, Washington, 99201. Hereafter individually a "party", and together referenced as the "parties".

WITNESSETH:

WHEREAS, as part of the City's "Spokane Downtown Plan" (the "Spokane Downtown Plan"), the City desires to obtain certain enhanced municipal services which will ensure the continued vitality of the downtown area, and pursuant to the authority granted under chapter 35.87A RCW, has established the Downtown Spokane Parking and Business Improvement Area (the "BID"), as described in chapter 04.31, of the Spokane Municipal Code (the "Code"), to provide funding for such enhanced municipal services; and

WHEREAS, section 04.31.090 of the Code allows the City to enter into a contract regarding the administration and operation of BID programs, and the DSP is willing and able to provide such services to the City, as herein described on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE ONE
SCOPE OF SERVICES**

1.1 Purpose. The DSP is hereby retained pursuant to SMC 04.31.090 and RCW 35.87A.110 to administer the BID on the City's behalf.

1.2 Compliance with Laws. The DSP shall comply with all applicable laws, ordinances, and codes of the United States, the state of Washington, and the City, including the Code. The DSP will not discriminate against any worker, employee, or applicant, or member of the public, because of race, creed, color, religion, sex, criminal record older than seven years (other than convictions for crimes of dishonesty or sexual assault) or national origin, nor otherwise commit an unfair employment practice. The DSP further agrees to use its best efforts to incorporate a similar clause in all contracts entered into with suppliers and

subcontractors, and all labor organization furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. During the term of the Agreement, the DSP shall make a good faith effort to utilize minority business enterprises and women-owned business enterprises.

1.3 Work Program. The DSP shall, during the term of this Agreement, perform the general services described in Article Two hereof, as such services may be further defined, limited, or expanded in the applicable work program and budget as described in Exhibit “A” and this Agreement. The attached Exhibit “A” describes the DSP’s Work Program for the 12 months’ activities in calendar year 2021. The DSP shall submit to the City Council a proposed work program and operating budget for each subsequent calendar year by no later than November 15 of the prior year and the City Council shall take action and approve a work program and budget by no later than December 15 of the prior year.

1.4 Special Assessments. The DSP shall annually provide the City a computer database of business and property ownership information for the purposes of billing and collecting special assessments. The City’s Chief Financial Officer will take the special assessment base information and apply rates to generate an annual bill for each business or property owner as part of the adoption of the annual assessment roll. Payments will become due and subsequently delinquent pursuant to the Spokane Municipal Code and will be subject to collection policies established and enforced by the City; provided, however, that the City may waive any fees, penalties and interest pursuant to SMC 4.31.070 if it deems such action to be in the best interest of the BID. The City’s Chief Financial Officer will collect and deposit all BID special assessment income in the BID Fund created by SMC 04.31.060. The City shall provide to the DSP monthly financial reports on money received in and disbursements from the BID Fund no later than the fifteenth day of each month.

1.5 Progress Reports and Audits. The DSP shall provide quarterly progress reports to the City no later than 30 days following the end of each calendar quarter i.e.: March 31, June 30, September 30, and December 31 of each year covered by this Agreement. In addition, the DSP shall provide to the City an independent audit report of expenditures within 180 days after the end of each fiscal year of the DSP and within 180 days after the termination of this Agreement. In carrying out its work programs under this Agreement, and developing plans as described in Article Two, the DSP shall coordinate and consult with staff from the appropriate City Departments

1.6 Service Levels within District. The City shall continue to provide within the BID the same level of municipal services as were provided within the BID boundaries as of January, 2021, and not otherwise funded with parking and business improvement area special assessments. It is the City’s intention not to use or rely on any services provided to the BID as the result of the creation of the BID, this Agreement, or any subsequent agreement to relieve or lessen the obligation of the City to provide such existing municipal services within the BID, except as may be otherwise agreed in writing by the parties. The parties recognize that the general level of municipal services provided throughout the City, including the BID, is subject to the annual budget and appropriation processes of the City. The parties also recognize that the City, in its exercise of responsible management, may find it necessary on occasion to make reallocations or shifts of personnel, materials, or other resources, to preserve the health, welfare, and safety of its citizens.

ARTICLE TWO

DSP DUTIES

2.1 Professional Management and Planning. The DSP will administer and operate the BID programs and services listed in SMC 04.31.030(A). The DSP will provide staff assistance to the Ratepayer Advisory Board (the “Board”) created by SMC 04.31.080. The DSP will coordinate with the Board in developing recommendations regarding the BID budget, expenditures, and programs, but nothing contained herein shall be construed as requiring the DSP to agree at all times with the Board’s recommendations. The DSP shall convene and administer an annual meeting of all ratepayers on or before February 28 of each year. The DSP will notify all ratepayers of the annual meeting and all Board meetings through an electronically delivered newsletter to all BID ratepayers. The DSP will maintain an electronic directory of all current ratepayers for purposes of communication, annual quality assurance surveys conducted by DSP staff, and voting on representatives to the Board.

2.2 Financial Reporting Requirements. All costs incurred or paid by the DSP pursuant to this Agreement shall be supported by properly documented payrolls, time records, invoices, vouchers, or other documentation, as evidence of the nature and propriety of expenses. All accounting documents pertaining in whole or in part of this Agreement shall be clearly identified and readily accessible to the City, and the City shall have the right to audit the records of the DSP, as they relate to work performed under this Agreement, upon reasonable notice. The DSP shall also maintain financial records in accordance with Washington State Records Retention Law (chapter 40.14 RCW) for a period of three years after receipt of final payment under this Agreement. The DSP will provide quarterly written reports of how it allocated the time of individual employees engaged in BID activities 2.3, 2.4, 2.6, 2.7, 2.8 and 2.10 and highlights of accomplishments as compared to DSP employment activities.

2.3 Marketing and Event Planning. In the furtherance of SMC 04.31.030(A)(2), the DSP shall develop and implement an integrated, comprehensive marketing plan for the BID. The DSP’s marketing plan shall attempt to create a unique identity for the BID, improve the public image of the downtown area and address the specific needs of potential users of downtown services. Marketing services performed, supported, and/or coordinated by the DSP may include, but are not limited to, brochures, special events and festivals, advertising, arts and cultural activities, and the promotion of the retail and hospitality industry within the BID. The DSP’s work program also may include training, educational, and market research activities. The DSP will continue planning and promoting events throughout the BID boundaries at the following public locations: Post Street between Main and Riverside; Wall Street North of Main and any other location determined by the DSP Board with input from the Ratepayer Advisory Board. In its marketing activities, the DSP will consider the under-served and historically marginalized individuals and groups.

2.4 Maintenance Planning. In the furtherance of SMC 04.31.030(A)(4), the DSP may evaluate the current level of maintenance services provided by the City within the BID, project increased maintenance services that may be desirable to implement the “Spokane Downtown Plan,” and estimate the costs for providing such increased maintenance services. The DSP may investigate and evaluate the extent to which it can coordinate, support, and/or supplement private maintenance services currently handled by property owners within the BID.

2.5 Security. In the furtherance of SMC 4.31.030(A)(1), the DSP shall hire, supervise, and manage security “ambassadors” for the BID, provided, however, that the DSP may subcontract some or all of these duties so long as the DSP retains the right to terminate such subcontractor in its discretion upon no more than 60 days’ prior notice. The DSP or its subcontractors shall use its best efforts to cause the ambassadors to receive appropriate education and training which shall include social work, crisis intervention, motivational interviewing, diversity/equity/inclusion, security, medical emergencies, available facilities within the BID boundaries, and the importance of establishing and maintaining goodwill with all users within the BID. The DSP may adopt special uniforms for such ambassadors identifiable to the BID that provide protection to ambassadors while supporting the goal of a safe and welcoming BID for all users and may establish a system of coordination with the City Police Department and private security entities. The DSP will provide customer service training and certification and regularly monitor ambassadors to ensure that they are focused on outwardly interacting positively with all BID users.

2.6 Transportation and Parking. In the furtherance of SMC 4.31.030(A)(3), the DSP shall provide advice and input to the City regarding transportation issues affecting the BID, including, but not limited to, parking meter rate/time structure and enforcement, techniques to enhance pedestrian and traffic flow and safety, and mass transportation. In addition, the DSP shall, in cooperation with City representatives, develop an effective parking management program which may include, but not be limited to: (i) coordination of on-street parking; (ii) parking validation; and (iii) signage to identify parking facilities and to direct users of the BID to key activity centers. Commencing no later than January 1, 2023 (but sooner if possible), the DSP, in consultation with the Parking Advisory Committee, will use its best efforts to commence the implementation, management and marketing of an off-street parking system branded “Park Spokane.” The cost of managing Park Spokane will be paid from BID special assessments imposed by the City for individual parking stalls available for public parking and/or all ratepayers based on cost estimates and program parameters.

2.7 Urban Design and Planning. In the furtherance of SMC 4.31.030(A)(2) and (3), the DSP may contract with independent consultants as needed to provide design assistance for selected urban design and planning issues. These issues may include, but not be limited to: (i) the establishment of a positive unifying theme for the BID; (ii) the design and use of aesthetically pleasing screening devices around parking and vacant lots; (iii) street level storefront facades in selected areas; (iv) landscaping to provide a pleasant pedestrian environment; and (v) infrastructure and access planning. All design plans shall be reviewed by and coordinated with relevant City departments and shall be consistent with all applicable plans and ordinances adopted by the City Council.

2.8 Economic Development. In the furtherance of SMC 4.31.030(A)(2) and (6), the DSP may establish “councils” for the purpose of planning and focusing on strategic initiatives and professional development, which initiatives may include, but not be limited to, growing locally owned, minority owned and smaller businesses within the BID, retail management concepts and marketing strategies, business retention and recruitment, development of downtown housing and creation of neighborhood services that support downtown living. All economic development activities will consider the under-served and historically marginalized individuals and groups. No later than January 1, 2023, but sooner if possible, the DSP will activate an economic development campaign south of the railroad viaducts that emphasizes outreach and coaching to businesses owned by people of color, women and other historically marginalized communities.

2.9 Maintenance. The DSP shall hire, supervise, and manage a work crew that will be responsible: (i) for removing graffiti, (ii) sweeping and power washing , and shoveling crosswalks, (iii) cleaning tree wells, exteriors of trash containers, all programmed alleys and the first 25 feet of remaining alleys, (iv) keeping the railway viaducts clean and clear of obstruction to the extent reasonably feasible, (v) and any other general cleanup work, with a goal of promoting a superior level of cleanliness within the BID. The DSP may subcontract some or all of these duties so long as the DSP retains the right to terminate the subcontractor in its discretion upon no more than 60 days' prior notice.

2.10 BID Expansion. The City may expand, and the DSP shall implement and serve, the BID boundaries by up to 10% (as measured by collected special assessments) each calendar year pursuant to State law until such time as it includes the entire boundary of Downtown Spokane as defined by The Downtown Spokane Plan and the City will provide additional compensation of at least \$250,000 in the first year each expansion is enacted and approved by the City for the purpose of temporarily reducing ratepayer costs for the transition for each of the first three expansions during the term of this Agreement. The City will provide an additional \$50,000 for each year in which additional expansions are accomplished during the term of this Agreement.

ARTICLE THREE **COMPENSATION**

3.1 Annual Fee. For each calendar year during the term of this Agreement, as compensation for the services provided hereunder, the City shall pay to the DSP an amount equal to the budget approved by the City Council for the agreed-upon work program applicable to each such year, as adopted pursuant to Section 1.3 above. The budgeted amount will represent the annual special assessments due from business and property owners within the BID, as authorized by chapter 35.87A RCW and the Code, as well as approved City contributions. The annual services fee shall be paid to the DSP in equal monthly installments. In no event will the City pay the DSP more money than is received from the levy of special assessments in the BID. The City will reimburse the DSP up to \$100,000 annually for expenses related to BID management strategic initiatives pre-approved by City Council in addition to the regular annual budget based on BID ratepayer special assessments. The City will also pay additional compensation to the DSP for BID expansion purposes as described in Section 2.10.

3.2 Invoices. The DSP shall send an invoice to the City reflecting amounts to be paid to the DSP hereunder not less than 14 days prior to the first day of the next month reflecting amounts to be paid to the DSP. In the event the due date of any monthly installment falls on a weekend or a City holiday, the installment shall be due on the next business day of the City.

3.3 Payment. The City reserves the right to withhold payments hereunder pending timely delivery of services, program reports, or documents as are required under this Agreement; provided, no such payment will be withheld unless the City has provided the DSP, written notice of the City's intent to withhold payment no less than ten business days before the due date of the payment. In the event that the City determines in good faith that any BID special assessment funds were expended by the DSP for unauthorized or ineligible purposes, or constitute disallowed costs, the City may demand repayment of the funds in writing. Upon receiving a written demand, the DSP will have 30 days to repay the funds or to present the City with a written report showing that the challenged expenditures were proper. If the City and the DSP cannot agree on the propriety of the challenged expenditure, the parties will submit the dispute to an arbitration panel comprised of the Chair and the Vice Chair of the Board and one representative from the Washington State Auditor's Office. The arbitration panel must render a decision

regarding the challenged expenditure, which decision shall be binding on the parties, within 30 days after the panel is convened.

ARTICLE FOUR **TERM AND TERMINATION**

4.1 Term. The term of the Agreement shall begin on January 1, 2022 and shall end on December 31, 2026.

4.2 Automatic Termination. This Agreement shall terminate automatically (i) at the end of any calendar year in which the City Council has taken legislative action by the preceding July 1st to effectuate the termination of the PBIA or repeal Chapter 4.31 SMC for the subsequent year ((fails to approve a work program, assessment roll and budget for the succeeding calendar year as provided in Section 1.3 above)), (ii) at the end of any calendar year in which the BID terminates or (iii) if the DSP ceases to exist. In any such event, the DSP will be paid for services satisfactorily performed to the termination date.

4.3 Permissive Termination. This Agreement may be terminated by the DSP upon 30 days' written notice in the event the DSP is unable to provide the full service required under this Agreement. The DSP shall repay to the City any funds in the possession of the DSP at the time of the termination of this Agreement that may be due to the City.

4.4 Termination for Cause. Either party may terminate this Agreement for cause upon giving the other party 30 days' written notice of termination. As used herein, "cause" shall mean: (i) the breach of any material term or condition of the Agreement, (ii) an unlawful act or unlawful failure to act relating to the subject matter of the Agreement, or (iii) the use of funds in any material amount for a purpose not authorized in the applicable work program and budget. The termination of this Agreement shall only become effective if the breaching party fails to cure the breach within 30 days after written notice has been given hereunder.

ARTICLE FIVE **QUALITY OF PERFORMANCE**

5.1 Performance. The City shall judge in good faith the adequacy and efficacy of work performed, the sufficiency of records and the services delivered pursuant to this Agreement. If, during the course of this Agreement, the services rendered do not meet the desired results of the City, the DSP shall correct, modify, and/or properly perform the services to the satisfaction of the City. The DSP will conduct an annual quality assurance survey of ratepayers and other stakeholders and share those results with the City.

5.2 Indemnity/Hold Harmless. The City shall hold harmless, indemnify, and defend the DSP from all claims, damages, and expenses directly arising out of or resulting from any willful or negligent act or omission of the City or any of its agents, officers, or employees under this Agreement.

The DSP shall hold harmless, indemnify, and defend the City from all claims, damages, and expenses directly arising out of or resulting from any willful or negligent act or omission of the DSP or any of its agents, officers, or employees under this Agreement.

5.3 Insurance. During the term of this Agreement, the DSP shall maintain in force, at its own expense, the following types and amounts of insurance:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide worker's compensation coverage of all their subject workers;

B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,500,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, is an Additional Insured but only with respect to the DSP's services to be provided under this Agreement.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired, or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the DSP or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the DSP shall furnish an acceptable insurance certificate to the City, naming the City as "Additional Insured", at the time the DSP returns the signed Agreement.

ARTICLE SIX **MISCELLANEOUS**

6.1 Parties-in-Interest and Assignment. This Agreement is binding upon and is for the benefit of the parties hereto and the respective successors and assigns, and no third person who is not a party hereto shall have any rights under this Agreement, either as a third party beneficiary or otherwise. Neither party may assign this Agreement without the prior written consent of the other party.

6.2 Notices. Any notice, document, report, or other communication required or permitted hereunder shall be in writing and shall be delivered personally or by regular U.S. mail, postage prepaid, addressed as follows:

If to City:	Mayor's Office City of Spokane Seventh Floor – City Hall 808 W. Spokane Falls Blvd. Spokane, WA 99201-3303 Attention: Mayor
-------------	--

If to DSP:	Downtown Spokane Development Association dba Downtown Spokane Partnership 10 North Post Street, Suite 400 Spokane, WA 99201 Attention: President and CEO
------------	--

or to such other person or address as any such party may designate by written notice as provided in this Section 6.2. Any notice or other document or report hereunder shall be deemed delivered or given as of the date received, if delivered in person, or as of two days after the date sent if mailed.

6.3 Additional Services. Additional services not expressly provided for, or contemplated by, this Agreement shall be set forth in an addendum to this Agreement describing such services and additional compensation to pay for such services.

6.4 Entire Agreement. This Agreement supersedes any and all prior oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter hereof. All exhibits, addenda, schedules, and appendices hereto, nor, or hereafter created, are incorporated into this Agreement by reference and made a part hereof. The terms "hereof," "herein," and like words shall refer to this Agreement in its entirety and shall include such exhibits, addenda, schedules, and appendices. This Agreement cannot be amended or modified, except by a written agreement executed by the parties hereto or their respective successors or assigns.

6.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Washington, with jurisdiction in the County of Spokane. A finding that any term or provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remainder of this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.7 Lobbying on City Legislation Notwithstanding any other provision of this Agreement to the contrary, during the term of this Agreement, the DSP shall not devote any BID resources toward any effort to advocate for the passage or the defeat of any City ordinance or resolution; provided that nothing herein prohibits the DSP from seeking the renewal, change or expansion of this Agreement or ordinances related to the BID, or any lobbying activities undertaken by the DSP.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

Downtown Spokane Development Association

By: _____

Title: President and CEO

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

11/29/2021

Date Rec'd

11/17/2021

Clerk's File #

ORD C36151

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

CITY COUNCIL

Contact Name/Phone

BREEAN BEGGS 625-6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - UPDATING BUSINESS IMPROVEMENT DISTRICT AUTHORIZING ORDINANCE

Agenda Wording

An ordinance updating the sections of the Spokane Municipal Code which authorize the downtown parking and business improvement district, set terms for the operation of the district, provide for termination of the BID, and other related matters.

Summary (Background)

This ordinance accomplishes a periodic set of updates to the framework for the downtown parking and business improvement area, as required by RCW 35.87A.100. The ordinance amends sections 04.31.020, 04.31.030, 04.31.040, 04.31.080, 04.31.090 and 04.31.140 of the Spokane Municipal Code.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

FA Comm., 9/20/2021

Division Director**Council Sponsor**CP Beggs, CM Kinnear,
CM Stratton**Finance****Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

ORDINANCE NO. C36151

An ordinance updating the framework for the Downtown Parking and Business Improvement Area; amending SMC sections 4.31.020, 4.31.030, 4.31.040, 4.31.080, 4.31.090 and 4.31.140.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 04.31.020 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.020 BID Boundaries

A. The BID shall be within the boundaries described below and as shown on the map attached as Appendix A, which is incorporated herein by reference:

Beginning at the intersection of N Washington St and W North River Dr, thence east along W North River Dr to N Division St, thence south to the intersection of W Spokane Falls Blvd and N Division St, thence west along W Spokane Falls Blvd to N Browne St, thence south to W Sprague Ave, to N Bernard St, thence south to W 1st Ave, thence west to S Washington St, thence south to the Railroad, thence west along the railroad to S Walnut St, thence north to W Riverside Ave, thence northeast to the southwestern corner of lot 15 block 4 of the Glover's Addition, thence north to W Main Ave, thence east to a point 294 feet west of the intersection of N Monroe St and W Main Ave, thence north for a distance of 187.8 feet, thence east for a distance of 115.6 feet, thence north to the Spokane River, thence northeast to N Monroe St, thence north to a point 222.3 feet north of the intersection of N Monroe St and W Summit Parkway, thence west to the western boundary of parcel 35183.0095, thence north to the Broadway-College Alley, thence east a distance of 50.1 feet, thence north to W Broadway Ave, thence east to N Monroe St, thence north to W Mallon Ave, thence east to N Howard St, thence northwest for a distance of 85.6 feet, thence east to the southwest corner of Lot 28 Block 8 of the Keystone Addition, thence north to W Cataldo Ave, thence east for a distance of 294.5 feet, thence south to the northern boundary of parcel 35181.0032, thence east to the northeast corner of said parcel, thence south to the southeast corner of said parcel, thence north to the intersection of N Washington St and W North River Dr.

The above description will hereafter be referred to as the "business improvement district" or "BID." Businesses, as described in RCW 35.87A.020, real properties (including improvement thereon), multifamily residential, mixed-use projects, hotels, motels, government property and parking lots available to the public which are occupied for a fee located within the BID shall be subject to special assessments as authorized by RCW 35.87A.010.

- B. The boundaries of the BID may be adjusted from time to time by the City Council, in accordance with and in compliance with the provisions of RCW 35.87A.075.

Section 2. That section 04.31.030 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.030 BID Programs

- A. The revenues from the special assessments authorized by RCW 35.87A.010 and levied under SMC 4.31.040 shall be used for the following purposes:

1. Security Ambassador Program.
2. The City shall use, or cause to be used, BID assessment revenues to fund a uniformed security patrol (the “security ambassadors”) in the BID for the purpose of assisting and providing information to citizens, local employees, visitors and the City police department. BID assessment revenues shall be used to provide the security ambassadors with customer service training designed to help local community members and visitors locate social services, businesses, attractions, and governmental services and to support individuals in locating appropriate social services.
3. Marketing and Promotional Programs.
4. The City shall use, or cause to be used, BID assessment revenues to fund marketing and promotional programs that:
 - a. seek to improve the overall image of the City’s downtown business district;
 - b. recruit new businesses;
 - c. retain presently established businesses;
 - d. promote the BID as a place to visit, shop and enjoy goods, services and activities; and/or
 - e. support safe, convenient and efficient use of public transportation in the BID, including but not limited to support of commuter trip reduction programs and programs designed to improve air quality.

Such marketing and promotional programs may include collaborative promotional strategies, market research and media contact.

3. Parking and Transportation Programs. The City shall use, or cause to be used, BID assessment revenues to fund parking and transportation programs that:
 - a. promote retail trade;
 - b. provide or encourage a parking validation program (including free or discounted parking);

- c. provide or encourage maintenance, development and construction of parking facilities that support business and multifamily residential projects within the BID;
 - d. provide or encourage parking alternatives that facilitate retail activities (such as a free or reduced-price ride program); and/or
 - e. advocate the interests of BID businesses and multifamily residential projects for regional transportation solutions; and/or
 - f. reduce the negative impacts of poverty, homelessness and mental health issues within the BID.
4. Maintenance Services.
 The City shall use, or cause to be used, BID assessment revenues to fund maintenance services, including but not limited to ~~((sidewalk cleaning and sweeping, trash and debris removal from the sidewalk and trash receptacles, and removal of graffiti from public places and private improvements open to the public.))~~ hire, supervise, and manage a work crew that will be responsible: (i) for removing graffiti, (ii) sweeping and power washing sidewalks, and shoveling crosswalks, (iii) cleaning tree wells, exteriors of trash containers, all programed alleys and the first 25 feet of remaining alleys, (iv) keeping the railway viaducts clean and clear of obstruction to the extent reasonably feasible, (v) and any other general cleanup work. Any maintenance program so implemented shall have the goal of ~~((maintaining the appearance of the common areas within the BID as clean and inviting places to visit and conduct business.))~~ promoting a superior level of cleanliness within the BID.
5. Special Events.
 The City shall use, or cause to be used, BID assessment revenues to fund the sponsorship and promotion of special events within the BID that attract residents and visitors to BID.
6. Economic Development Support.
 The BID may use or make available information derived from its assessment records to support efforts to attract jobs and investment in the BID as follows:
- a. Statistical, aggregated information that does not identify any ratepayer; ~~((and))~~
 - b. Any other business or property information only with the permission of the ratepayer(s) to whom it pertains~~((-))~~; and
 - c. The establishment of "councils" for the purpose of planning and focusing on strategic initiatives and professional development, which initiatives may include, but not be limited to, growing locally owned, minority owned and smaller businesses within the BID, retail management concepts and marketing strategies, business retention and

recruitment, development of downtown housing and creation of neighborhood services that support downtown living.

All economic development activities will consider the under-served and historically marginalized individuals and groups.

7. Urban Design and Planning

The City shall use, or cause to be used, BID assessment revenues to fund design assistance for selected urban design and planning issues such as:

- a. the establishment of a positive unifying theme for the BID;
- b. the design and use of aesthetically pleasing screening devices around parking and vacant lots and crime prevention through environmental design;
- c. street level storefront facades in selected areas;
- d. landscaping to provide a pleasant pedestrian environment;
and
- e. infrastructure and access planning.

All design plans shall be reviewed by and coordinated with relevant City departments and shall be consistent with all applicable plans and ordinances adopted by the City Council.

- B. The security ambassador program and common area maintenance services described above shall be supplemental to existing street maintenance, refuse and police services, and are not intended to displace any services regularly provided by the City. Special assessment revenues may also be used for additional purposes consistent with RCW 35.87A.010 as determined by the city council.

Section 3. That section 04.31.040 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.040 Levy of Special Assessments

- A. To finance the programs set forth in SMC 4.31.030, there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential or mixed-use” projects, as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the BID, which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.
- B. For purposes of levying and collecting special assessments within the BID, the BID will be divided into four zones (the boundaries of which are set forth in Appendix A hereto and incorporated herein by this reference). Within each such zone, the City will levy and collect special assessments

at different rates based on whether the entity being assessed is a tenant (and, if so, the type of tenant) or a property owner, and whether the property to which such assessment applies is a governmentally-owned park. The City will levy and collect special assessments on an annual basis within the BID.

- C. The rates at which special assessment within the BID will be imposed for each calendar year ((2019)) are set forth in Appendix B hereto (which is incorporated herein by reference and which shall be annually adopted as amended as part of the ordinance approving and confirming the assessment roll). The city council finds that the benefit to the property owners, businesses and multifamily residential or mixed-use projects subject to the special assessment is a special benefit which would not otherwise accrue, but for the activities, programs and services carried out with the funds provided by the special assessments authorized pursuant to this chapter.
- D. Subsequent increases in the amounts of the special assessments for all flat-fee assessments at a minimum will be adjusted based on the increase, if any, of the Consumer Price Index of the U.S. City Average for all urban consumers (CPI-U). The percentage increase in the minimum assessment formula shall be computed as follows:

$$[(\text{Ending CPI-U} - \text{Beginning CPI-U}) \div \text{Beginning CPI-U}] \times 100 = \text{Percentage Increase}$$

- E. Any change in the assessment rate shall only be made by ordinance and as authorized in RCW 35.87A.130 through RCW 35.87A.140, including notice and hearing requirements. ~~((No increase shall occur in the assessment rate unless recommended by the))~~The ratepayer advisory board shall be consulted at least one month prior to providing notice of any proposed changes to the assessment rate.

Section 4. That section 04.31.080 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.080 Ratepayer Advisory Board

- A. Pursuant to RCW 35.87A.110, there is hereby created a nineteen-member BID advisory board, to be known as the "Ratepayer Advisory Board." The ratepayer advisory board shall not exceed a membership of nineteen persons, who, if they are ratepayers, are in good standing either residing within the BID, owning property, or operating a "business" or "multifamily residential or mixed-use" projects in the BID. "Persons in good standing" are those ratepayers who are not more than sixty days delinquent on any BID assessment unless the ratepayer has appealed the BID assessment

and is in the appeal process, in which case the ratepayer retains his or her “in good standing” status through completion of the appeal process.

B. Board positions are designated by geography, business, and property type to ensure that the BID's interests are well represented and served. To the extent individuals are willing to serve, Ratepayer Advisory Board positions consist of:

1. six individuals from zones one through four, with at least one individual from each zone;
2. one individual from a retail business within the BID occupying more than twenty thousand square feet;
3. one individual from a retail business located within the BID occupying less than twenty thousand square feet;
4. the Superintendent of School District 81 or his/her designee;
5. four individuals representing professional service businesses located within the BID, including such as legal services, accounting, and architecture;
6. one individual from a non-profit organization which is either located within, or provides services inside, the BID;
7. one individual from a small business located within the BID with up to twenty-five employees;
8. one individual from a business located within the BID with more than twenty-five employees;
9. two individuals who reside within the BID area; and
10. one appointee from the City Council.

The program manager shall provide administrative staff to the ratepayer advisory board.

C. Each member of the ratepayer advisory board will be elected by businesses and property owners within the BID for a term of two years from the date of election (unless such member is appointed by the ratepayer advisory board to fulfill the remaining unexpired term of a prior member).

1. A subcommittee of ratepayer advisory board members will receive nomination applications for open ratepayer advisory board positions and will confirm which candidates are eligible and willing to stand for election. The subcommittee may also recruit potential candidates. More than one candidate may run for each open position.
2. New ratepayer advisory board members will be elected by a majority vote of ratepayers in good standing who attend the annual meeting. After January 1, 2023, rate payers may vote electronically regardless of whether they attend the annual meeting.
3. The initial ratepayer advisory board shall consist of the ratepayer advisory board for the City's previous PBIA that was created pursuant to Ordinance C32438. All subsequent Board elections shall be pursuant to the ratepayer advisory board's bylaws.
4. The city council hereby approves through the adoption of this chapter the revised "Bylaws of the Downtown Spokane Business Improvement District" which are attached to the ordinance codified in this section (ORD C32923 and Recodification Ordinance C33995) as Appendix C. Subsequent proposed amendments shall be brought before City Council for approval on or before November 25th of each year in which the amendments are proposed. The bylaws shall conform to the provisions of this chapter.

D. The ratepayer advisory board shall:

1. establish and maintain a database which includes a list and classification of all ratepayers and their electronic contact information to the extent reasonably possible;
2. represent the interests of ratepayers by developing projects, programs, and budgets; proposing assessments; monitoring service delivery; and planning for the future of the BID; and
3. make determinations regarding ratepayer disputes as provided in SMC 04.31.120, including, as appropriate, the adjustment of assessment rates, methods, classification, special benefits, and all matters reasonably related thereto. For the purpose of considering ratepayer disputes, the ratepayer advisory board may act through a committee comprised of ratepayer advisory board members.
4. make recommendations to the program manager on matters relating to the BID budget, expenditures, and programs for the purpose of monitoring the contract to administer the BID.

Section 5. That section 04.31.090 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.090 Contract for Program Management

A. Pursuant to RCW 35.87A.110, the City Council may solicit for and enter into an agreement with an appropriate business association for the purpose of administering and operating the annual BID programs through a contract with the City of Spokane as “program manager.” The program manager will not be terminated unless:

~~((A-))~~1. a petition is presented to the city council signed by ratepayers paying a majority of the BID assessments requests termination and after a public hearing the city council votes to terminate the contract;

~~((B-))~~2. the city council fails to impose special assessments;

~~((C-))~~3. pursuant to the program manager contract; or

~~((D-))~~4. the BID is disestablished in accordance with RCW 35.87A.180.

B. The program manager shall provide quarterly progress reports to the City no later than 30 days following the end of each calendar quarter i.e.: March 31, June 30, September 30, and December 31 of each year covered by the program management agreement. In addition, the program manager shall provide to the City an independent audit report of expenditures within 180 days after the end of each of the program manager’s fiscal years and within 180 days after the termination of the program management agreement.

Section 6. That section 04.31.140 of the Spokane Municipal Code is amended to read as follows:

Section 04.31.140 Renewal – Termination

A. To promote continuity in services being provided by the Downtown PBIA, and to enhance the special benefits supporting the special assessments in the PBIA, the City ~~((will not terminate the PBIA or repeal chapter 4.31 SMC before December 31, 2021))~~ may only terminate the PBIA or repeal chapter 4.31 SMC by taking legislative action by July 1st to effectuate the termination or repeal for the subsequent year. If the Council does not take such legislative action by July 1st, the PBIA shall continue through the subsequent year.

~~((B. — No later than July 1, 2021, the city council shall either extend the date upon which the PBIA can be terminated or commence proceedings to terminate the PBIA.))~~

PASSED by the City Council on _____, 2021.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Streets
Subject:	High Drive Speed Limit Revision
Date:	11-22-21
Author (email & phone):	Clint Harris (ceh@spokanecity.org 232-8810) Valla Melvin (vmelvin@spokanecity.org 232-8804)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC Chapter 16A.02.010 Model Traffic Ordinance Adopted Section 308-330-270 of the Model Traffic Ordinance
Strategic Initiative:	
Deadline:	
Outcome:	Approval of resolution
<p><u>Background/History:</u> The City adopted the “20 MPH Speed Zone” on South High Drive from 21st to 29th, High Drive Pkwy from 29th to 33rd and West High Drive from 33rd to Manito Blvd via Resolution No. 2020-0021.</p> <p>Since the time the posted speed was reduced from 30 MPH to 20 MPH on the subject sections of High Drive, both Streets and 311 have received a significant number of complaints regarding aggressive driving behaviors allegedly resulting from the speed reduction. In response, Streets Traffic Operations investigated the efficacy of the speed reduction. The investigation found that compliance had decreased and although the posted speed was reduced by 10 MPH, the 85th Percentile Speed remains above 35 MPH.</p> <p>Based upon the 85th percentile operating speed and the results of USLIMITS2, the posted speed on the subject sections of High Drive will be revised to 35 MPH through this action.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Update posted speed to 35 MPH on South High Drive from 21st to 29th, High Drive Pkwy from 29th to 33rd and West High Drive from 33rd to Manito Blvd: 	
<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: Arterial Streets Fund</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> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Streets
Subject:	Removal of Year Round 20 MPH Speed Zones at Parks/Park Property
Date:	11-22-21
Author (email & phone):	Clint Harris (ceh@spokanecity.org 232-8810) Valla Melvin (vmelvin@spokanecity.org 232-8804)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC Chapter 16A.02.010 Model Traffic Ordinance Adopted Section 308-330-270 of the Model Traffic Ordinance
Strategic Initiative:	
Deadline:	
Outcome:	Approval of resolution
Background/History: <p>The Governor's 'Stay Home, Stay Healthy' order prompted by COVID-19 was issued in March 2020. As a result, playgrounds were closed. In response, the City adopted a pilot project providing for year round "20 MPH Speed Zone" at specified parks and park properties via Resolutions 2020-0021 and 2020-0077 with the intent of enhancing access to the public for passive recreation.</p> <p>The Governor's order expired May 21, 2020. Since that time, playgrounds and other activity centers have reopened. Per the applicable resolutions, the pilot project program expired on October 31, 2021 prompting the removal of the year round 20 MPH zones from the specified parks and park properties.</p> <p>Seasonal 20 MPH zones will be installed on arterials adjacent to specified parks during summer when pedestrian and bike activity around these parks increases.</p>	
Executive Summary: <ul style="list-style-type: none"> Year round 20 MPH speed limit signing will be removed from the specified parks and park properties. Seasonal 20 MPH zones will be installed on arterials adjacent to specified parks during summer when pedestrian and bike activity around these parks increases. 	
Budget Impact: 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: Arterial Streets Fund Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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: Known challenges/barriers:	

High Drive vic. 22nd			
<i>Posted Speed</i>	<i>% traveling at or below posted speed</i>	<i>Mean Speed</i>	<i>85thtile Speed</i>
20 MPH	0.8%	32.7	38.2
30 MPH	14.2%	34.0	39.0
High Drive vic. 31st			
<i>Posted Speed</i>	<i>% traveling at or below posted speed</i>	<i>Mean Speed</i>	<i>85thtile Speed</i>
20 MPH	0.8%	32.4	37.5
30 MPH	7.6%	36.0	39.0
High Drive vic. Manito Blvd.			
<i>Posted Speed</i>	<i>% traveling at or below posted speed</i>	<i>Mean Speed</i>	<i>85thtile Speed</i>
20 MPH	1.0%	31.4	36.5
30 MPH	10.0%	34.0	38.0

RESOLUTION NO. C - _____

A resolution revoking the “20 MPH Speed Zone” on South High Drive from 21st to 29th, High Drive Pkwy from 29th to 33rd and West high Drive from 33rd to Manito Blvd and restoration of the 35 MPH speed limit.

WHEREAS, the City Council of Spokane first adopted Resolution No. 2020-0021, a pilot project instituting a year-round 20 mph speed limit around parks and park properties on April 13, 2020 which included South High Drive from 21st to 29th, High Drive Pkwy from 29th to 33rd and West High Drive from 33rd to Manito Blvd to the 20 MPH Speed Zone pilot project;

WHEREAS, subject sections of High Drive were posted 20 MPH on July 27th, 2020.

WHEREAS, immediately following the installation of the 20 MPH signs, extending to the present day, the City of Spokane Street Department and City of Spokane 311 have received multiple complaints pertaining to the speed reduction; and

WHEREAS, a majority of the complaints received claimed the posted speed reduction has resulted in aggressive driving behaviors including intentional tailgating and illegal passing at high speeds; and

WHEREAS, the City has adopted section 308-330-270 of the Model Traffic Ordinance authorizing the local authority to decrease or increase maximum speed limits after an engineering and traffic investigation by the traffic engineer; and

WHEREAS, City Traffic Operations Engineering staff has conducted an engineering and traffic investigation of the speeds on the subject section of High Drive in September, 2021 to evaluate the efficacy of the reduced speed limit; and

WHEREAS, the engineering and traffic investigation revealed that although the posted speed limit was reduced from 30 MPH to 20 MPH:

- compliance was reduced up to 14%
- mean speeds ranged from 31.4 to 32.4 MPH
- 85th percentile speed ranged from 36.5 to 38.2 MPH

NOW, THEREFORE BE IT FURTHER RESOLVED, by the City Council of Spokane approves and adopts the revocation of the 20 MPH Speed Zone” on South High Drive from 21st to 29th, High Drive Pkwy from 29th to 33rd and West high Drive from 33rd to Manito Blvd and posting of a 35 MPH speed limit.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effect

ADDENDUM TO RESOLUTION NO. 2021-XXXX

The following parks and park properties were subject to a pilot project instituting a year-round 20 mph speed limit around the perimeter of the parks or the described streets directly adjacent to park property, as established in Resolution No. 2020-0021 and as amended by Resolution No. 2020-077. The pilot project ended October 31, 2021 and as such, the year round 20 mph speed limit will be removed.

A.M. Cannon Hill Park;

Chief Garry Park;

Comstock Park;

Corbin Park;

Hays Park;

Lincoln Park;

Mission Park;

Shadle Park;

Friendship Park;

Thornton Murphy Park;

Manito Park;

West Cliff Drive from South Ben Garnett Way to the Tiger Trail;

South High Drive from 21st to 29th;

High Drive Pkwy from 29th to 33rd; and

West High Drive from 33rd to Manito Blvd.

The following are parks and park properties subject to seasonal 20 mph speed limits on arterials:

A.M. Cannon Park;

Chief Garry Park;

Comstock Park;

Hays Park;

Lincoln Park;

Mission Park;

Shadle Park: Belt Street, Longfellow to Wellesley

RESOLUTION NO. C - _____

A resolution removing the 20 MPH year-round speed limit installed around parks and park properties and restoration of seasonal 20 MPH speed limits at select parks, as identified in the attached addendum.

WHEREAS, the City Council of Spokane first adopted Resolution No. 2020-0021, a pilot project instituting a year-round 20 mph speed limit around parks and park properties on April 13, 2020 and subsequently adopted an Addendum to Resolution No. 2020-0021, Resolution No. 2020-0077, which removed Audubon Park and added Corbin Park, Friendship Park and Thornton Murphy Park to the 20 MPH Speed Zone pilot project;

WHEREAS, Resolution 2020-0021 was proposed as a result of the Governor's 'Stay Home, Stay Healthy' response to COVID-19 which closed playgrounds, necessitating that passive recreation in parks and park properties be accessible to the public; and

WHEREAS, The Governor's 'Stay Home, Stay Healthy' order expired May 31, 2020 and subsequently playgrounds reopened; and

WHEREAS, speeds around pilot project parks and park properties will be restored to pre-COVID 19 speed limits; and

WHEREAS, seasonal 20 mph zones remain necessary on arterials adjacent to specific parks during summer due to increased pedestrian and bike activity around parks and park property

NOW, THEREFORE BE IT FURTHER RESOLVED, by the City Council of Spokane approves and adopts the restoration pre-COVID 19 speed limits and seasonal speed limits around parks and park properties identified in the attached addendum.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effect

Location	Cross-Street	85 th Percentile Speed	USLIMITS2 Recommended Posted Speed
2200 S High Drive	22 nd Avenue	38.2 MPH	35 MPH
3100 S. High Drive	31 st . Avenue	37.5 MPH	
100 W High Drive	Manito Blvd.	36.5 MPH	35 MPH

The Operating Speed Method of setting speed limits is based upon the 85th percentile speed – the speed at which 85 percent of free-flowing traffic is traveling at or below. The typical procedure is to set the speed limit at or near the 85th percentile speed of free-flow traffic. Adjustment to either increase or decrease the speed limits may be made depending on infrastructure and traffic conditions. Originally, this methodology was based upon safety research. The 85th percentile speed method remains attractive as it reflects the collective judgement of the vast majority of drivers as to a reasonable speed for given traffic and roadway conditions. The Manual of Uniform Traffic Control Devices (MUTCD) recommends that the speed limit be within 5 mph of the 85th percentile speed of free-flowing traffic.

USLIMITS2 is a web-based tool offered by FHWA to help practitioners set reasonable, safe and consistent speed limits for specific segments of roads. The tool is applicable to all types of roads. For experienced engineers, USLIMITS2 can provide an objective second opinion and increase confidence in speed limit setting decisions. USLIMITS2 was developed based on research through National Cooperative Highway Research Program (NCHRP) Project 3-67 and considers all major factors used by practitioners to make engineering judgement in determining an appropriate speed limits including but not limited to: operating speed (85th percentile), volumes, roadway characteristics, area development, crash and injury rates, existence of on-street parking and bike/ped activity.

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Finance – Accounting
Subject:	SBO for Fire/EMS Fund Year-End Appropriation Authority
Date:	11/22/21
Contact (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 509-625-6061)
City Council Sponsor:	Council Member Wilkerson
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	SBO to Adjust Fire/EMS Fund Year-End Appropriation Authority
Background/History: <p>Management and Budget staff compared 2021 budget appropriation versus actual expenditures at the fund level through October 2021. Funds that were projected to exceed their budgeted amounts by year-end, based on prior year spending patterns, were identified. Staff reached out to the accounting team members responsible for those identified funds to compare projections and solicit feedback.</p> <p>Of the 21 funds identified as potentially exceeding their budget authority, staff recommends increasing the expenditure appropriation levels for four funds. Three funds were included in a Special Budget Ordinance (SBO); this SBO is for the fourth, the Fire/EMS Fund.</p>	
Executive Summary: <p>Staff recommends increasing the expenditure appropriation levels for the Fire/EMS Fund by \$5 million to be funded from the City's Contingency Reserve account.</p>	
Budget Impact: <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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:</p> <p>Other budget impacts:</p>	
Operations Impact: <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>	

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 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:

- 1) Increase appropriation by \$5,000,000
 - a. \$5,000,000 of the increased appropriation in the Allocations department is provided solely for a transfer-out to the Emergency Medical Services Fund.
 - b. The \$5,000,000 represents an allocation from the City's Contingency Reserve account.

Section 2. That in the budget of the Emergency Medical Services Fund, and the budget annexed thereto with reference to the Emergency Medical Services Fund, the following changes be made:

- 1) Increase revenue by \$5,000,000.
 - a. \$5,000,000 of the increased revenue is a transfer in from the General Fund.
- 2) Increase appropriation by \$5,000,000
 - a. \$5,000,000 of the increased appropriation is provided solely for personnel and operational costs incurred during 2021.

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 additional expenditure authority to the Emergency Medical Services Fund and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Memo

To: Tonya Wallace, CFO
From: Paul Ingiosi, Director of Management and Budget
Kevin Schmitt, Accounting Manager – Public Safety
Cc: Michelle Murray, Director of Accounting
Date: November 17, 2021
Re: Fire/EMS Fund 2021 Year-End

The Emergency Medical Services (EMS) Fund is on pace to exceed its expenditure authority before year-end based on current projections. After 10 months of current year actual expenditures, the fund is projected to incur up to \$62.5 million in expenditures by the close of 2021 against a current expense budget of approximately \$57.5 million. Staff calculates the EMS Fund will need to increase their budget authority by approximately \$5 million along with an infusion of revenue in the same amount as there are currently no operating reserves in the EMS Fund.

RECOMMENDATION

Staff recommends a \$5 million appropriation from the City's Contingency Reserve account in the General Fund transferred to the EMS Fund. Initial projections show expenditures more than budget by approximately \$2.7 million. There are three accounting periods left in 2021, assuming uniform-overtime is spent at the same amount as the last three accounting periods of 2020 that could add another \$1 million in expense. There is additional uncertainty surrounding uniform-overtime and staffing needs related to the retirements and resignations effective in early November. What we know so far is sick time usage spiked in August, September, and October, following announcement of the state vaccine mandate for healthcare workers and before implementation, that doubled the number of days taken in any given month even during the early months of the pandemic and continued an upward trend that began in April. Any actual impacts related to implementation of the vaccine mandate have not yet been realized in the accounting data. However, assuming an additional \$1 million over the last three periods based on historical data brings the potential total overage to approximately \$4.7 million. Transferring \$5 million to the EMS Fund should ensure solvency through the rest of the current year and any funds not needed may be transferred back to the General Fund's Contingency Reserve account.

BACKGROUND

Of the seven major expense categories, the EMS Fund is projected to finish over the current appropriation limit in four: salaries & wages, personnel benefits, other services & charges, and interfund payment for services. Salaries & wages includes base wages as well as uniform-overtime.

Since the beginning of the COVID-19 pandemic, uniform-overtime costs in the EMS Fund have increased dramatically over historical amounts. From January 2018 through February 2020, the EMS Fund averaged approximately \$232,000 per period (there are 13 periods – 12 regular and 1 year-end) or \$3 million annually. Beginning March 2020 through October 2021, the fund has averaged approximately \$576,000 per period, topping \$6 million in 2020. At the current pace, it is estimated that uniform-overtime could total approximately \$8.2 million for 2021.

Staff continues to work to identify the root cause of the exponential growth in uniform-overtime expenditures. However, initial research as to the primary drivers of the growing overtime costs appears to be caused by pre-vaccine mandate vacancies and leave utilization. The growth in overtime costs, assumed to be from pre-vaccine mandate vacancies and leave utilization, coupled with the 2021 priority funding policy change for vacant positions, results in the current funding situation of the EMS Fund.

Budgeted Positions Impact - The Spokane Fire Department (SFD) averaged 27 vacant uniformed positions during 2020. Of those vacancies, 25 were budgeted in the EMS Fund and the remaining 2 were budgeted in the Public Safety Personnel and Crime Reduction Fund (Public Safety Personnel Fund). Having the vacant positions in the EMS Fund allowed position savings to cover most of the uniform-overtime costs incurred during 2020. The number of SFD vacant uniform positions switched from 31:4 (EMS Fund: Public Safety Personnel Fund) in January 2021 to 6:30 (EMS Fund: Public Safety Personnel Fund) by February 2021. The loss of the budgeted vacancies in the EMS Fund meant SFD could no longer count on the budget savings to cover increased uniform-overtime costs for 2021. Through the first 10 months of this year, the EMS Fund averaged 10 vacant uniform positions while the Public Safety Personnel Fund averaged 20 vacancies. The financial impact to the EMS Fund is approximately \$2.3 million.

Vacancies - Uniform vacancies incrementally increased from 2020 to 2021, caused by resignations, retirements, and the inability to have a timely recruiting academy due to continued COVID-19 conditions. The next recruiting academy is scheduled for February 2022. While outside the scope of this request, it may be warranted to review the application of overtime among the existing ranks of firefighters. An initial staff review of overtime utilization showed the most significant overtime was paid to the higher-ranking officers. Comparing 2019 to 2021 YTD, those groups have seen increases in actual overtime dollars of 118 percent (Fire Equipment Operators), 208 percent (Fire Lieutenants), 28 percent (Firefighters), and 120 percent (Fire Captains).

Leave Utilization – During 2021, the Fire Department experienced increases in leave utilization and required backfilling to maintain required staffing levels. Initial staff analysis through October 2021 of sick leave only, reflected 278 FTEs in the EMS Fund utilizing sick leave that totaled approximately 45,000 hours. This compares to all of 2020 in which 292 FTEs in the EMS Fund utilized 35,000 hours of sick leave. Further detailed analysis is warranted of all leave time.

FUNDING ALTERNATIVES

Staff looked at alternative funding sources to cover the potential \$5 million gap and focused on two potential areas: Public Safety Personnel Fund and the American Rescue Plan Fund.

Expenditures from the Public Safety Personnel Fund may only be for Spokane Police Department personnel, Spokane Fire Department personnel, and crime reduction programs. The main revenue source for the fund is the property tax levy levied for the purpose of hiring additional police and fire personnel and funding crime reduction programs. As the majority of the costs incurred in the EMS Fund leading to the increased expenditures are neither hiring nor crime reduction related, staff determined a transfer from the fund to be not appropriate.

While the federal American Rescue Plan (ARP) Act dollars may be spent on public health, negative economic impacts, services to disproportionately impacted communities, premium pay, infrastructure, revenue replacement, and administration, the City Council has established through Resolution No. 2021-0045 their four main focus areas for City ARP funds: replenish, reach out, resiliency, and relief. It is unclear if increased expenditures in the EMS Fund due to uniform-overtime costs, vacancies, or supply-chain issue would fit into one of those categories. Also, as of the date of this memo a formal process to request City ARP funds has not been established.

ATTACHMENTS

Attached are two worksheets, the first a projection of EMS Fund expenditures through the rest of 2021 based on historical spending rates and estimated uniform-overtime usage over the final three periods of the year (November, December, Period 13). The second worksheet is a snapshot of Fire Sick Leave usage comparing 2020 to 2021.

Fire/EMS Sick Leave Taken Data

2020 vs 2021

Prepared November 11, 2021

	Data		Year		Total Count of Dates	Total Paid Hours
	Count of Dates		Paid Hours			
Date	2020	2021	2020	2021		
Jan	290	281	3,172	3,163	571	6,334
Feb	354	265	3,798	2,943	619	6,741
Mar	323	294	3,478	3,261	617	6,739
Apr	225	375	2,441	4,204	600	6,645
May	214	338	2,343	3,838	552	6,181
Jun	299	344	3,291	3,883	643	7,173
Jul	295	371	3,327	4,216	666	7,543
Aug	239	538	2,648	6,040	777	8,687
Sep	199	568	2,151	6,257	767	8,409
Oct	282	652	3,074	7,544	934	10,617
Nov	238	150	2,544	1,681	388	4,225
Dec	256		2,692		256	2,692
Grand Total	3,214	4,176	34,957	47,028	7,390	81,986

Unique FTEs 292 278

Fire/EMS Fund EXPENDITURES										1970	
			/----- Current Monthly -----/								
	2018	2019	2020	2021	vs. Prior Yr	YTD	Budget YTD	Over/(Under) YTD Budget	YTD % Variance		
JAN	2,157,847	2,264,702	3,569,782	3,630,287	60,505	3,630,287	3,693,391	(63,104)	-1.71%		3,630,287 2021 Actual
FEB	4,294,745	4,603,180	4,280,701	4,635,765	355,064	8,266,053	8,122,318	143,735	1.77%		4,635,765 2021 Actual
MAR	5,349,169	5,798,572	4,112,040	4,407,543	295,503	12,673,596	12,376,744	296,852	2.40%		4,407,543 2021 Actual
APR	4,102,636	4,251,972	4,059,225	4,505,501	446,277	17,179,097	16,576,526	602,571	3.64%		4,505,501 2021 Actual
MAY	4,563,998	4,593,388	4,237,390	5,026,659	789,269	22,205,756	20,960,642	1,245,114	5.94%		5,026,659 2021 Actual
JUN	4,154,977	4,281,163	4,030,368	4,585,712	555,345	26,791,468	25,130,568	1,660,901	6.61%		4,585,712 2021 Actual
JUL	4,445,977	4,532,354	5,989,480	6,487,015	497,535	33,278,483	31,327,442	1,951,041	6.23%		6,487,015 2021 Actual
AUG	6,334,903	6,601,731	4,552,195	5,296,303	744,107	38,574,786	36,037,265	2,537,521	7.04%		5,296,303 2021 Actual
SEP	4,329,080	4,225,509	4,484,939	4,802,749	317,809	43,377,535	40,677,502	2,700,033	6.64%		4,802,749 2021 Actual
OCT	4,306,035	4,154,895	4,381,285	4,557,031	175,746	47,934,565	45,210,495	2,724,070	6.03%		4,557,031 2021 Actual
NOV	4,705,231	4,701,924	4,799,306		(4,799,306)	47,934,565	50,175,985	(2,241,420)	-4.47%		5,715,490 est
DEC	4,240,381	4,314,854	6,303,701		(6,303,701)	47,934,565	56,697,962	(8,763,396)	-15.46%		7,271,976 est
Pd 13	2,288,590	2,261,095	770,415		(770,415)	47,934,565	57,495,053	(9,560,488)	-16.63%		1,547,091 est
Totals	55,273,567	56,585,340	55,570,827	47,934,565	(7,636,261)						62,469,123
					2020 Actual	55,570,827					
					2021 Budget	57,495,053					

Briefing Paper

FINANCE COMMITTEE

Division & Department:	Finance, Treasury and Administration		
Subject:	Contract Renewal for US Bank		
Date:	11/22/2021		
Contact (email & phone):	jahensley@spokanecity.org; 625-6074 (Jake Hensley, Treasury Manager)		
City Council Sponsor:	CM Wilkerson		
Executive Sponsor:	Tonya Wallace		
Committee(s) Impacted:	Finance Committee		
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:			
Deadline:	December 31, 2021		
Outcome: (deliverables, delivery duties, milestones to meet)	Finalize 5 year contract renewal with US Bank.		
Background/History: <ul style="list-style-type: none"> The City issued a comprehensive RFP for banking services in July 2016. The contract ran 5 years-from Jan 01, 2017 thru Dec 31, 2021. The contract may be renewed by mutual agreement for one, 5-year extension. 			
Executive Summary: This contract renewal exercises the City's option to the extend current Master Services Agreement with US Bank (OPR 2017-0284) by another 5 years, beginning January 1, 2022 and ending December 31, 2026. As US Bank was the apparent successful bidder of the 2016 Request for Proposal and is our incumbent bank, extending the contract will ensure seamless continuity of operations for all users and departments. This contract shall not exceed \$1 million annually, unless prior approval is obtained by City Council.			
Budget Impact: 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			
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" 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: n/a Known challenges/barriers: n/a			



City of Spokane
CONTRACT RENEWAL
Title: CITY BANKING SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **U.S. BANK NATIONAL ASSOCIATION**, whose address is 428 West Riverside Avenue, Spokane, Washington 99201 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to perform Banking Services for the City; and

WHEREAS, the initial contract provided for one (1) additional five-year renewal term.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 17, 2017 and June 9, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on January 1, 2022 and shall run through December 31, 2026.

3. COMPENSATION.

The City shall pay an estimated annual cost not to exceed **ONE MILLION AND 00/100 DOLLARS (1,000,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document. The Parties do not intend for the Contractor to continue to provide Services under this Renewal without compensation when the total compensation amount is reached.

4. DEBARMENT AND SUSPENSION.

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

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

U.S. BANK NATIONAL ASSOCIATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

21-199

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Neighborhood Housing & Human Services; Office of Neighborhood Services
Subject:	MLK Community Center Operations Amendment
Date:	November 10, 2021
Contact (email & phone):	Cendy Ortiz, cortiz@spokanecity.org , (509) 993-4545
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Carly Cortright
Committee(s) Impacted:	PIES, Public Safety, Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Strategic Plan, Budget
Strategic Initiative:	Public Infrastructure, Environment, and Sustainability
Deadline:	December 31, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Extend the term of the operations contract for the MLK Community Center and memorialize changes in funding for the next 3 years.

Background/History:

MLK Family Outreach Center has operated the MLK Community Center since January 2018. The initial term of the contract was from 2018-2021, with the option to extend for two terms, each term being 3 years, with the contract not exceeding 10 years. With the initial contract coming to an end this calendar year, ONS would like to extend the operations contract for another 3 years. The term for this amendment is January 1, 2022 through December 31, 2024.

Per the contract language, funding will decrease 10% every subsequent year for the term of the contract, plus the \$9,000 annual increase per City Council's budget laid out starting in 2021. Funding will be as follows in this amendment:

January 1, 2022- December 31, 2022	\$292,500
January 2, 2023- December 31, 2023	\$264,150

We memorialized another 10% decrease for 2024 but left the exact amount open ended so that we can reflect any changes to the funding when we get closer to 2024.

Executive Summary:

- This is to extend the operations contract for the MLK Community Center, operated by Martin Luther King Jr. Family Outreach
- Initial operations contract was from January 1, 2018 – December 31, 2021, with the option to extend for two additional three (3) year terms, not exceeding 10 years.
- This amendment will extend the operations contract for an additional term starting January 1, 2022- December 31, 2024
- This amendment will also reflect the 10% decrease of annual funding in the next term of the contract extension, but also reflects the additional \$9,000 per year increase as set by City Council.
- Funding is provided for 2022 and 2023, but 2024 has been left open ended to reflect the appropriate funding at that time.

Budget Impact:

TOTAL COST: \$556,650

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

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

If new, specify funding source: 0350-57110-75500-54201-99999

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

Operations Impact:

Consistent with current operations/policy?

☐

Yes

☐

No

☒ N/A

Requires change in current operations/policy?

☐

Yes

☐

No

☒ N/A

Specify changes required: N/A

Known challenges/barriers: N/A



City of Spokane

**CONTRACT EXTENSION
AND AMENDMENT NO 4**

**Title: Martin Luther King Jr. Center Operating
at East Central Community Center**

This Contract Amendment/Extension is made and entered into by and between the **CITY OF SPOKANE** (hereinafter "City"), a Washington municipal corporation, and the **MARTIN LUTHER KING Jr. FAMILY OUTREACH CENTER**, a 501(C)(3) non-profit corporation, whose address is 500 South Stone Street, Spokane, Washington 99202, (hereinafter "MLK"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Martin Luther King Jr. Family Outreach Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, the original contract between the parties provided for an initial four-year term from January 1, 2018 through December 31, 2021 with the option of two (2) three(3) year extensions based upon the parties' mutual agreement; and

WHEREAS, the original contract provided for specific annual funding amounts for the first four years and future annual funding amounts to be determined pursuant to the contract; and

WHEREAS, the parties desire to extend the contract term for an additional three years and to amend the funding amount for years 2022 and 2023.

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

1. CONTRACT DOCUMENTS.

The Contract, approved by the City Council on October 16, 2017 and by MLK on November 10, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment/Extension shall become effective on January 1, 2022 and shall run through December 31, 2024.

3. AMENDMENT.

The original Contract is hereby amended as follows:

10. OPERATING FEE. The City shall pay the following amounts as operating fees during the term of the contract:

\$350,000.00 January 1, 2018 – December 31, 2018

\$350,000.00 January 1, 2019 – December 31, 2019

\$350,000.00 January 1, 2020 – December 31, 2020

\$315,000.00 January 1, 2021 – December 31, 2021

\$292,500.00 January 1, 2022 - December 31, 2022

\$264,150.00 January 1, 2023 - December 31, 2023

A. (~~Beginning 2021 funding will decrease by 10% for the subsequent three (3) years (2021-2023).)~~ Funding for 2024 shall be decreased by 10% from the 2023 funding amount. Funding after 2024 is subject to contract renewal and negotiation.

B. Payments will be provided to MLK on a monthly basis. The parties reserve the option to mutually agree to adjust payments to a quarterly basis at a later date.

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

**MARTIN LUTHER KING JR.
FAMILY OUTREACH CENTER**

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

21-206

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Community and Economic Development, Planning Services
Subject:	Council Acceptance of Transit-Oriented Development Implementation (TODI) Grant for \$250,000 from WA Dept of Commerce
Date:	November 22, 2021
Author (email & phone):	Maren Murphy, mmurphy@spokanecity.org
City Council Sponsor:	Council Member Kinnear
Executive Sponsor:	Mayor Nadine Woodward
Committee(s) Impacted:	Urban Experience & Public Infrastructure, Environment and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document)	<ul style="list-style-type: none"> • Comprehensive Plan, Chapter 3 Land Use, Chapter 4 Transportation, Chapter 6 Housing • Housing Action Plan
Strategic Initiative:	Increase housing quality and diversity, develop Spokane's transportation advantages
Deadline:	The final due date for deliverables must be no later than June 15, 2023.
Outcome: (deliverables, delivery duties, milestones to meet)	The TODI grant funds will be used to develop a subarea plan and conduct environmental analyses that facilitates TOD and high-density residential development along three City Line stations through the University District and adjacent to the Hamilton Street Corridor (see proposed study area on page 2).
Background/History: The City of Spokane has been awarded \$250,000 in grant funds from the Transit-Oriented Development and Implementation (TODI) grant program through the WA Dept. of Commerce. The 2021 Legislature created this grant program to facilitate transit-oriented development and leverage investment in public transportation services, plan for increased housing development within transit-rich areas, and conduct pre-development environmental review to streamline construction.	
Grant Overview: <ul style="list-style-type: none"> • Eligible activities for the TODI grant include preparation of state environmental policy act (SEPA) environmental impact statements, planned action ordinances, subarea plans, costs associated with the use of other tools under SEPA, and costs of local code adoption and implementation of such efforts. • The City will develop a subarea plan and conduct a planned action EIS. Grant awards may only fund efforts that address environmental impacts and consequences, alternatives and mitigation measures in sufficient detail to allow the analysis to be adopted in whole or in part by applicants for development permits within the geographic area analyzed in the plan. • The City will hire a consultant to help develop the deliverables and conduct the environmental analyses, but project management and public engagement will require staff time. • The process will include early and continuous community engagement with property owners, agency partners, key institutional and organizational stakeholders, businesses, and residents. 	
Budget Impact: 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>Grants funds from WA Commerce, no match required. Staff time will be required.</i>	
Operations Impact: 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: Known challenges/barriers:	

TODI Grant – Proposed Study Area



Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Community and Economic Development — Planning Services
Subject:	WA Commerce Housing Action Plan and Implementation (HAPI) Grant Acceptance for \$100,000 to implement the Housing Action Plan
Date:	November 10, 2021
Author (email & phone):	Amanda Beck; abeck@spokanecity.org ; x6414
City Council Sponsor:	CM Kinnear
Executive Sponsor:	
Committee(s) Impacted:	PIES, Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	RCW 36.70A.600, Shaping Spokane Comprehensive Plan Chapter 6 and 3, Spokane Housing Action Plan.
Strategic Initiative:	Urban Experience - Housing.
Deadline:	November 30, 2021
Outcome:	Execute HAPI Grant contract with Commerce by December 31, 2021. All grant funds must be spent and deliverables completed by June 15, 2023.

Background and History:

Commerce HAPI Grant funds aim to encourage planning for and construction of additional affordable and market rate housing in a greater variety of housing types at prices that are accessible to a variety of incomes. Grant scope of work and deliverables must focus on implementation of strategies in adopted HAPs. The City's proposed scope of work focuses on implementing the following HAP strategies, which have been selected because they are compliant with current Comprehensive Plan guidance:

- A1 - Explore and expand allowed housing types to encourage missing middle housing throughout Spokane's neighborhoods;
- A3 - Continue to streamline and simplify changes to the City's permit process, as necessary; and
- A5 - Revise Accessory Dwelling Unit standards to allow for additional flexibility.

The proposed scope of work includes code amendments to increase regulatory flexibility for accessory dwelling units (ADUs), increasing the number of attached units permitted in Residential Single-Family (RSF) & RSF-Compact zones without the requirement of a planned unit development (PUD) process, and increasing the SEPA categorical exemption flexible thresholds for minor new construction as they are permitted by [197-11-800 WAC](#).

Executive Summary:

To implement the strategies of the Housing Action Plan, the City will be enacting several code amendments aimed at expanding allowed housing types within the current Comprehensive Plan densities.

Budget Impact:

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

Annual/Reoccurring expenditure? Yes ☒ No ☐

Other budget impacts:

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services & 4310 Wastewater Maintenance
Subject:	Media Services Contracts for Water & Stormwater Stewardship
Date:	22 November 2021
Author (email & phone):	Kristen Zimmer, kzimmer@spokanecity.org , x6573
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	Marlene Feist, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this contract is available in the Water & Hydroelectric Services and Wastewater Maintenance department budgets.
Strategic Initiative:	Innovative Infrastructure, Safe & Healthy
Deadline:	The existing contract expired October 15, 2021.
Outcome: (deliverables, delivery duties, milestones to meet)	Renewal of this contract will continue existing media services for the Water Stewardship program and Stormwater permit requirements.
<p>Background/History: <i>Informal Request for Proposals #4100-354-2019 was issued in February of 2019 to more than 90 firms. Two proposals were received: the evaluation committee correspondingly recommended award to Rogue Heart Media after thorough evaluation and reference checking. In light of the new components added to the Public Education and Outreach section of the 2019-2024 Eastern Washington Phase II Municipal Stormwater Permit, the 2019 renewal incorporated stormwater education into the existing services deployed for the water conservation program to ensure consistent design, representation, and value messaging.</i></p> <p><i>Renewals were built into the existing contract up to a total term of five years. This represents the third such renewal at mutual consent for a final two-year term.</i></p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Renewal of OPR 2019-0238 with Rogue Heart Media, Inc. (Spokane, WA) for media services Renewal for Water not to exceed \$100,000.00 annually (including tax) Contract for Wastewater not to exceed \$75,000.00 annually (including tax) No renewal options remain 	
<p>Budget Impact:</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: N/A</p> <p>Other budget impacts: N/A</p>	
<p>Operations Impact:</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: N/A</p> <p>Known challenges/barriers: None</p>	

Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Finance, Fleet Services
Subject:	Purchase of Scorpion ASL's
Date:	November 22, 2021
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	CP Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Infrastructure Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

The Solid Waste Collection department would like to purchase five CNG Scorpion ASL's, using Sourcewell Contract #060920-CRN, for \$2,583,552.00, including tax, from Dobbs Truck Group, Federal Way, WA.

Executive Summary:

The CNG Scorpion ASL's will replace units that have reached the end of their economic life. We recommend approval for the purchase of five CNG Scorpion ASL's for the Solid Waste Collection Department. Funding for this is included in the department's budget.

TCO

Year	Make	Model	Purchase	Lifetime Maintenance	Lifetime Usage Hours	Lifetime Fuel Cost	TCO Lifetime	TCO/Hour
2022	CCC/Scorpion	Autoloader	\$516,710.40	\$288,581.23	20000	\$95,978.00	\$901,269.63	\$45.06
2022	Peterbilt/Labrie	Autoloader	\$508,084.00	\$288,571.23	20000	\$95,978.00	\$892,633.23	\$44.63

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:

Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Finance – Facilities Management
Subject:	Renewal of Master Contract for Security Camera Installation, etc
Date:	11/22/2021
Contact (email & phone):	David Steele (dsteeler@spokanecity.org & 625-6064
City Council Sponsor:	CP Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Renewed Master Contract for Camera, video management software & access control systems installation and maintenance
Background/History: <i>This is the 1st of two one-year renewals for this contract.</i>	
Executive Summary: <ul style="list-style-type: none"> Renewal for an additional year of the citywide master security camera, video management software & access control systems installation and maintenance contract. 	
Budget Impact: 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: DOE Grant Other budget impacts: (revenue generating, match requirements, etc.) See related SBO	
Operations Impact: 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 of Spokane

**MASTER CONTRACT AMENDMENT
AND RENEWAL 1 of 2**

**Title: SECURITY CAMERA
INSTALLATION AND MAINTENANCE**

This Contract Amendment/Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CAMTEK, INC.**, whose address is 3815 East Everett Avenue, Spokane, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Contractor agreed to provide Security Camera Installation And Maintenance; and

WHEREAS, the original Contract provided for two (2) one (1) year renewals with this being the first of those renewals; and

WHEREAS, a change to the original scope of work has been requested, thus the original Contract needs to be formally amended and renewed by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated February 14, 2020 and February 20, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2022 and shall run through December 31, 2022.

3. AMENDMENT.

The Scope of Work in original Contract is hereby amended to include:

installation and maintenance of video management systems & access control system; and hourly rates have increased to \$140 per hour for standard work and \$210 per hour for emergency work.

4. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **THREE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$350,000.00)** for everything furnished and done under this optional use Contract Amendment/Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

5. DEBARMENT AND SUSPENSION.

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

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

CAMTEK, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

ATTACHMENT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Comm & Econ Division, Planning & Economic Development Dept.
Subject:	Consultant Contract for Center & Corridor Design Guideline and Code Update Project
Date:	November 9, 2021
Author (email & phone):	Kara Mowery Frashefski, 625-6146, kmoweryfrashefski@spokanecity.org
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Louis Meuler, Interim Planning Director
Committee(s) Impacted:	Public Infrastructure, Environment, & Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<p>This project updates the base 2001 Center and Corridor development code and design standards. This will include an update to the allowed housing types & densities, revised parking standards and transition standards from “Core” zones into adjacent lower intensity zones. The Monroe Corridor will be the first application area of these revised codes, including the portion of Monroe south of Indiana that has yet to have focused Center Planning.</p> <p>Transit Oriented Development (TOD) zones will be created as necessary to implement Comprehensive Plan TOD policies.</p> <p>The update closely aligns with many Comprehensive Plan goals and policies including: Chapter 3, Land Use: LU 1: Citywide Land Use, LU 3: Efficient Land Use, LU 4: Transportation, LU 4.6: Transit-Supported Development, and LU 5: Development Character</p>
Strategic Initiative:	Urban Experience – Grow Targeted Areas
Deadline:	Contract approval by end of 2021.
Outcome: (deliverables, delivery duties, milestones to meet)	<ul style="list-style-type: none"> Update of the Centers & Corridors development code and design standards citywide with emphasis on Transit-Oriented Development.
Background/History: <ul style="list-style-type: none"> The focus of this project is to update the 2001 development code and design standards for designated Centers & Corridors citywide to emphasize Transit-Oriented Development (TOD). The new code and design standards will be applied along the North Monroe corridor. 	
Executive Summary: <ul style="list-style-type: none"> Planning Services will bring forward a consultant contract after selection from an RFQ to assist in the Center & Corridor development code and design standard update. 	
Budget Impact: 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.)	
Operations Impact: 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

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	NSC Freeway – City Utility Relocations
Date:	11/22/21
Author (email & phone):	kpicanco@spokanecity.org , (509) 625-6088
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Amendment to WSDOT NSC Master Agreement GCB 3086 for Reimbursement to City for City Utility Relocations
Background/History: <p>The North Spokane Corridor (NSC) has been funded for construction as part of the Washington State Connecting Washington transportation funding package. City of Spokane utilities and infrastructure are impacted by or in conflict with the NSC construction requiring relocation, modification or protection. WSDOT is responsible for reimbursing the City for relocation of City utilities. In January of 2019 a master agreement with WSDOT was approved by City Council and executed by the Mayor providing for reimbursement of up to \$15 million for relocation of City Utilities and covering a portion of the City's anticipated work (OPR 2019-011). An amendment to the Master Agreement, increasing the amount payable to \$33.2 million, is necessary to cover on-going and anticipated additional utility relocation work.</p> <p>The master agreement calls for execution of Task Orders that outline specific work to be completed and associated cost. Task orders that are revenue to the City are approved administratively.</p>	
Executive Summary: <ul style="list-style-type: none"> <i>Construction of the NSC freeway impacts City utilities and infrastructure requiring relocation or protection of those facilities.</i> <i>WSDOT reimburses the City for utility relocation or protection costs.</i> <i>Master Agreement GCB 3086 covering WSDOT's reimbursement to the City for utility relocation costs was approved and executed in January of 2019 with a maximum funding amount of \$15.0 million.</i> <i>An amendment to the master agreement is necessary to increase the funding limit to \$33.2 million to cover on-going and anticipated future utility relocation work.</i> <i>Task Orders addressing specific projects are completed under the master agreement and approved administratively.</i> 	
Budget Impact: 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.)	
Operations Impact: <div style="text-align: center;"> <input checked="" type="checkbox"/> <input type="checkbox"/> </div>	

Consistent with current operations/policy?

Yes

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

Known challenges/barriers:

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value blanket renewal for the purchase of sodium hydroxide at the WTE
Date:	November 22, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket renewal for the purchase of sodium hydroxide.
Background/History: Sodium Hydroxide 50% Membrane (Caustic Soda) is required for feedwater treatment at the WTE Facility. In 2018 Northstar Chemical of Tacoma, WA, was the lowest of four received responses to RFB 4418-17 to provide, transport and deliver approximately 140,000 pounds of this chemical annually. The initial value blanket award was for three (3) years, from February 1, 2018 through January 31, 2021, with the option of two (2) additional one-year renewals and an annual cost not to exceed \$66,000.00 (\$198,000.00 total) excluding taxes. This will be the last of the two renewals from February 1, 2022 through January 31, 2023 with an additional cost of \$100,000.00 excluding tax. Pricing for this renewal will be increased from the originally bid amount of \$575/ton (\$0.2875/lb) to \$655/ton (\$0.3275/lb).	
Executive Summary: <ul style="list-style-type: none"> Value blanket renewal #2 of 2 with Northstar Chemical of Tacoma, WA, for the purchase and delivery of Sodium Hydroxide 50% Membrane (Caustic Soda) for the WTE. Annual cost not to exceed \$100,000.00 excluding tax. Term from Feb. 1, 2022 through Jan. 31, 2023. Pricing increasing from \$575/ton to \$655/ton for this renewal. 	
Budget Impact: 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.)	
Operations Impact: 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

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for Compressor Rentals at the WTE
Date:	November 22, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources- Sustainable Practices; Innovative Infrastructure- Affordable Services
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket in order to perform outage related maintenance.
Background/History: Compressor rentals are required for the WTE to support maintenance operations during scheduled/unscheduled outages; as well as support operations in the event of a compressor failure. RFQ 5119-19 was issued for these rental services and closed to bidding on September 30, 2019. Atlas Copco of Arlington, WA was the only response received and was determined to be a responsive and responsible bidder. The initial value blanket was from January 1, 2020 spanning thru December 31, 2020 with the option of four (4) additional one-year renewals. This will be the second of those renewals, from January 1, 2022 through December 31, 2022 for an annual cost not to exceed \$135,000.00 including taxes.	
Executive Summary: <ul style="list-style-type: none"> Compressor rentals are required for maintenance operations during scheduled/unscheduled outages. Atlas Copco was the only response received for RFQ 5119-19 for the rental of 100% Oil Free Compressors, Dryers, Associated Hoses and Fittings on a Flat Bed Trailer. Value Blanket Renewal #2 of 4 from Jan. 1, 2022 through Dec. 31, 2022. Total annual cost not to exceed \$135,000.00 including taxes. 	
Budget Impact: 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.)	
Operations Impact: 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

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for the purchase of Ultra Low Sulfur #2 Dyed Diesel and supporting equipment.
Date:	November 22, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the Value Blanket Renewal with Eljay Oil for purchase of diesel to allow for uninterrupted operation of the WTE Facility
Background/History: Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE Facility. July 31, 2019 bids for ITB 5076-19 were received for the purchase of this diesel and Eljay Oil Co. Inc., was determined to be the lowest cost bidder. The current value blanket term is for three (3) years from October 1, 2019 thru September 30, 2022. The estimated annual spend was \$50,000.00 (\$150,000.00 for the three (3) year term). With the escalating price of diesel, an additional \$60,000.00 will need added to the value blanket for the last year of its term.	
Executive Summary: <ul style="list-style-type: none"> Value Blanket Amendment with cost with Eljay Oil Co. Inc. for Ultra-Low Sulfur #2 Dyed Diesel and support equipment at the WTE Facility. Initial 3-year term of the Value Blanket from October 1, 2019 through September 30, 2022 for a total cost of \$150,000.00. Escalating diesel prices have made it necessary to add an additional \$60,000.00 to the value blanket. New total cost of the three (3) year value blanket term is \$210,000.00 During each scheduled maintenance outage, vendor provides a 500 gallon double-lined tank and an electric pump, and refuels the 500 gallon double-line tank and a 250 gallon air compressor. Vendor must be able to meet outage refueling/top off schedules that could be: every 8 hours around the clock, twice a day, or even once a day. 	
Budget Impact: 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.)	
Operations Impact: 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

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Metals Recycling at the WTE Facility
Date:	November 22, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources - Sustainable Practices - Recycling Metal
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to continue sending ash metals and scrap to American Recycling instead of disposing of it in a landfill.
Background/History: At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city. On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley, WA, was the only response received. The RFP stipulated that the term of the agreement would be for one year from January 1, 2020 through December 31, 2020 and may be renewed for four (4) additional one-year periods. This will be the second of those renewals from January 1, 2022 through December 31, 2022. The revenue received for the materials is determined by a formula based on market prices on the 15 th of the previous month. This contract renewal will also be amended to include a 10% ash weight deduction per incinerator load. Based on recent market trends and the ash weight deduction, it is anticipated that this should generate approximately \$300,000.00 in annual revenue.	
Executive Summary: <ul style="list-style-type: none"> Revenue contract renewal #2 of 4 with American Recycling Corporation for the recycling of metals ash and scrap metals from the tipping floor. Contract awarded from RFP 5176-19 of which American Recycling of Spokane Valley, WA was the only response received. Pricing is formula-based and dependent on market prices on the 15th of the previous month. Amendment including a 10% ash weight deduction per incinerator load for payment purposes. Projected annual revenue of approximately \$300,000.00. Contract term from January 1, 2022 through December 31, 2022. 	
Budget Impact: 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.)	
Operations Impact: 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

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Renewal for Vacuum Support Services at the WTE
Date:	November 22, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of contract renewal with Big Sky Industrial for vacuuming services that will allow maintenance work to be completed in a clean and environmentally conscious manner.

Background/History:

During maintenance outages at the WTE Facility, sandblasting is done throughout the boiler to clean the surface of the tubes. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete. Also required is the vacuuming of sump and water jet transfer line in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air-cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All vacuum materials will be disposed on site at the Waste to Energy facility.

On September 30, 2019 bidding closed on PW ITB 5098-19 for these services and Big Sky Industrial of Spokane, WA was the only response received. The initial contract was for \$110,000.00 including tax, from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year renewals. This will be the second of those renewals from January 1, 2022 through December 31, 2022 with an additional cost not to exceed \$150,000.00 including tax.

Executive Summary:

- Contract renewal #2 of 4 with Big Sky Industrial for Vacuum Support Services at the WTE per their response to PW ITB 5098-19.
- Includes vacuuming of sandblast material, sump and water jet transfer lines, overflow areas and water washing of air-cooled condensers.
- Term from January 1, 2022 through December 31, 2022.
- Annual cost not to exceed \$150,000.00 including tax.
- Rates have been increased 3% for this renewal due to rising costs.

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

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Offsite Hydraulic and Pneumatic Cylinder Rebuilding.
Date:	November 22, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract for cylinder rebuilding to allow the WTE Facility to continue uninterrupted operations at a lower cost than replacing the cylinders.
Background/History: <p>The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders.</p> <p>On Oct. 18, 2021, bidding closed on IRFP 5525-21 for the off site rebuild of hydraulic and pneumatic cylinders using OEM parts and Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus, of Spokane Valley, WA, was the only response received. The contract award would be for one year, spanning from Jan. 1, 2022 to Dec. 31, 2022, with the option to extend for four (4) additional one-year periods, with a total annual cost not to exceed \$100,000.00 including taxes.</p>	
Executive Summary: <ul style="list-style-type: none"> Contract award for the rebuilding of hydraulic and pneumatic cylinders at the WTE Facility. Hydrotech Generator Repair Plus, Inc. dba Hydraulics Plus, of Spokane Valley, WA, was the only response received to IRFP 5525-21 for this service. Contract term from January 1, 2022 through December 31, 2022 with the option of four (4) additional one year periods. Annual cost not to exceed \$100,000.00 including taxes. 	
Budget Impact: 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.)	
Operations Impact: 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

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Renewal for Turbine Generator Repairs and Maintenance at the WTE.
Date:	November 22, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure – Sustainability; Sustainable Resources-Sustainable Practices
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal, without which the WTE Facility would be unable to keep the Turbine Generator running and producing electricity.

Background/History:

The turbine generator is an integral part of the 24hr/7 day a week operations. If it were to break down and maintenance/parts were not readily available, the City would lose revenue from power generation and incur additional costs in the form of purchased power. Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility.

A sole source resolution for five (5) years for turbine generator services was approved in 2020 as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the second of those renewals and will include an additional cost for a planned five year overhaul of the turbine generator for an estimated cost not to exceed \$1,800,000.00, including taxes, from May 1, 2022 through April 30, 2023.

Executive Summary:

- Contract renewal with Dresser Rand Company (Seattle, WA) for maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE Facility.
- Renewal includes a complete overhaul of the turbine generator in the spring of 2022 for an estimated cost of \$1,800,000.00 including taxes.
- The term of this renewal is May 1, 2022 through April 30, 2023.
- A five year Sole Source Resolution with Dresser Rand, who is the original equipment manufacturer, was approved in 2020.

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

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Renewal for Refractory Installation and Sandblasting at the WTE
Date:	November 22, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal, without which the facility would be unable to continue uninterrupted operation.
Background/History: <p>The Waste to Energy Facility conducts two scheduled outages each year for necessary maintenance to the boilers. During these outages, sandblasting of the convection cavity, superheater tubes, screen tubes and generator tubes is needed. In addition, damaged refractory and tiles are replaced in the lower furnace.</p> <p>On December 2, 2019 bidding closed on PW ITB 5196-19 for these services and Helfrich Brothers Boiler Works, Inc. was the lowest cost responsive/responsible bidder. The initial contract award was for two years beginning on February 1, 2020 and going through January 31, 2022 for a total cost of \$1,900,000.00, with the possibility of one additional two-year renewal. The requested renewal would span from February 1, 2022 through January 31, 2024, for an additional cost not to exceed \$1,900,000.00 including tax (\$950K annually).</p>	
Executive Summary: <ul style="list-style-type: none"> Contract renewal 1 of 1 with Helfrich Brothers Boiler Works, Inc. for refractory installation and sandblasting services at the WTE Facility per PW ITB 5196-19. Initial term was two years and allowed for one additional two-year contract period. The renewal will run from Feb. 1, 2022 – Jan. 31, 2024. Total cost for two years not to exceed \$1,900,000.00. 	
Budget Impact: 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.)	
Operations Impact: 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 & Sustainability (PIES) Committee

Division & Department:	Innovation and Technology Services Division
Subject:	HydroMax USA Sole Source Resolution
Date:	November 22, 2021
Author (email & phone):	James Sakamoto, jsakamoto@Spokanecity.org 625-7854
City Council Sponsor:	Council President Breann Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this contract is available in the Integrated Capital Management (ICM) budget
Strategic Initiative:	Innovative Infrastructure, Safety & Health
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Sole Source would allow safe, efficient and non-invasive pipe condition assessment without removing transmission main from service. The Contract would support the evaluation of Havana Street Transmission main.
<p><u>Background/History:</u> A sole source resolution is requested with HydroMax USA utilizing the patented p-Cat technology inspection technique which is a non-invasive, non-destructive unique pipeline condition assessment system using a controlled pressure wave monitored by sensors. The pressure signal is analyzed by examining the response of the transient wave to the pipeline system to determine all anomalies. The use of innovative pipe condition assessment technologies to inspect and evaluate transmission pipelines ahead of capital projects has resulted in identifying pipelines in good condition resulting in substantial savings to the City by avoiding costly capital project expenditures.</p> <p>The contract requested at this time will provide assessment of approximately 11,600 feet of 48-inch steel transmission main in Havana to determine if repair or replacement is required.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Sole Source Resolution with HydroMax USA for pipe condition assessment utilizing their patented products. Contract for pipe condition assessment of the Havana Street transmission main at a not to exceed costs of \$100,000. 	
<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 checked="" type="checkbox"/> Yes <input 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> <p>Specify changes required: N/A</p> <p>Known challenges/barriers: N/A</p>	



City of Spokane

CONSULTANT AGREEMENT

**Title: Pipeline Condition Assessment
Technology (p-CAT) on Havana Street**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HYDROMAX USA.**, whose address is 6500 Ursula Pl. S., Seattle, Washington 98108 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to evaluate critical transmission mains to determine repair, replace or no action is warranted, the current assessment spans 2.2 miles of 48" water transmission main; and

WHEREAS, the Consultant is a Sole Source.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 15, 2021, and ends on November 30, 2022, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed upon mutual agreement of the Parties.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Consultant's Proposal dated February 16, 2021, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, plus tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City Water Department, 914 East North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

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

pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the

donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

HYDROMAX USA.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – Certificate Regarding Debarment
Exhibit B – Consultant’s Proposal dated February 16, 2021 and Work Plan dated September 8, 2021.

U2021-108

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

Briefing Paper

(Public Infrastructure, Environment and Sustainability Committee)

Division & Department:	Development Services Center
Subject:	Vacation of Perry St between Hartson Ave and Celesta Ave
Date:	November 22, 2021
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305
City Council Sponsor:	CM Cathcart
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
Background/History: The owners of Liberty Park Apartments own properties on both sides of Perry Street and would like to vacate Perry in order to consolidate property for a future expansion to the existing apartment complex.	
Executive Summary: <ul style="list-style-type: none"> Selling this right-of-way to the applicant by vacation petition, if approved, would generate \$62,418.97 No public or private utilities are in the right-of-way. Map of the proposal area attached 	
Budget Impact: 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.) Revenue Generating	
Operations Impact: 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:	




P2107037VACA



Right-of-way Description:
Perry Street from the north line of
Hartson Ave to the south line of Celesta Ave

Legend

 **Proposed Vacation**

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.

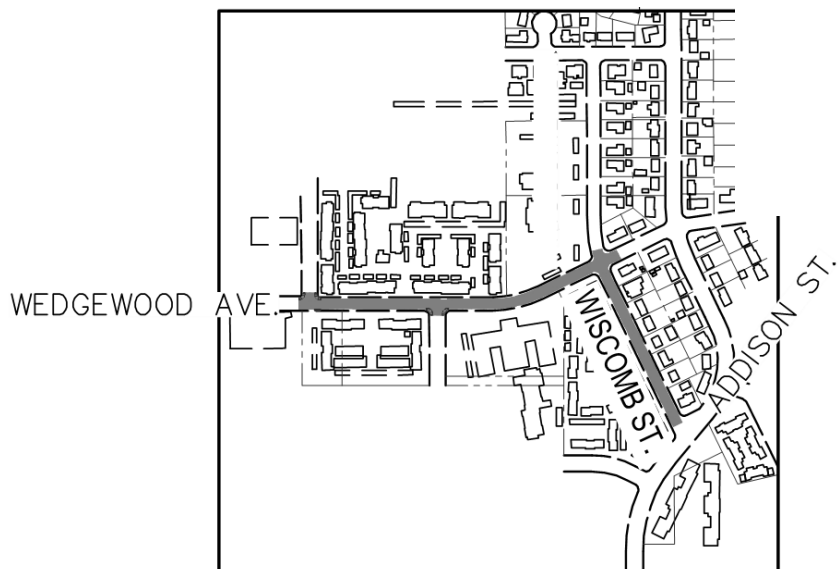
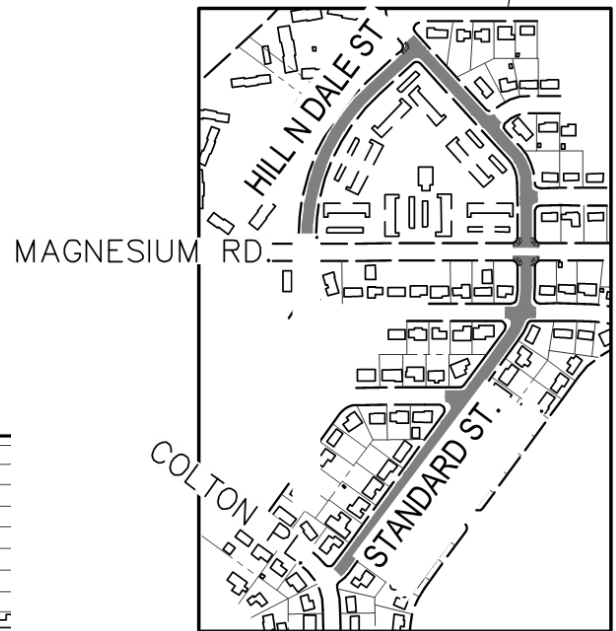
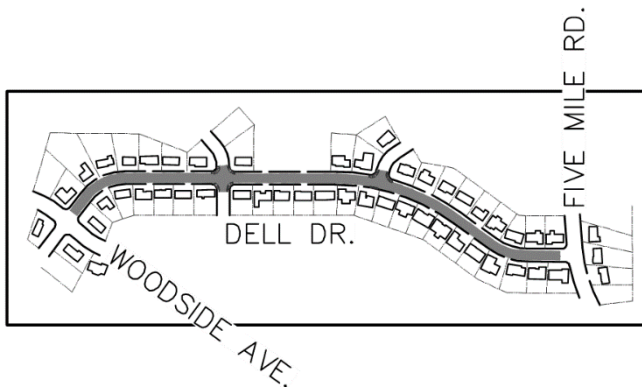
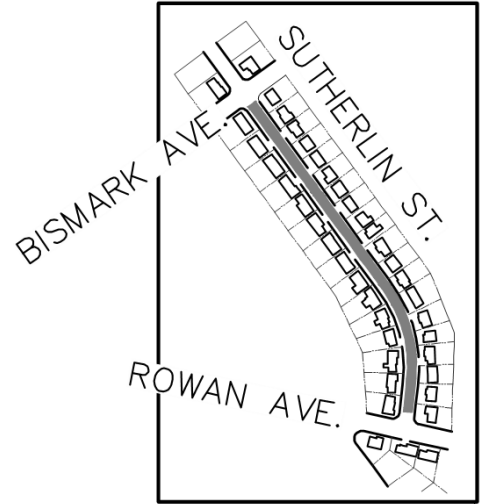
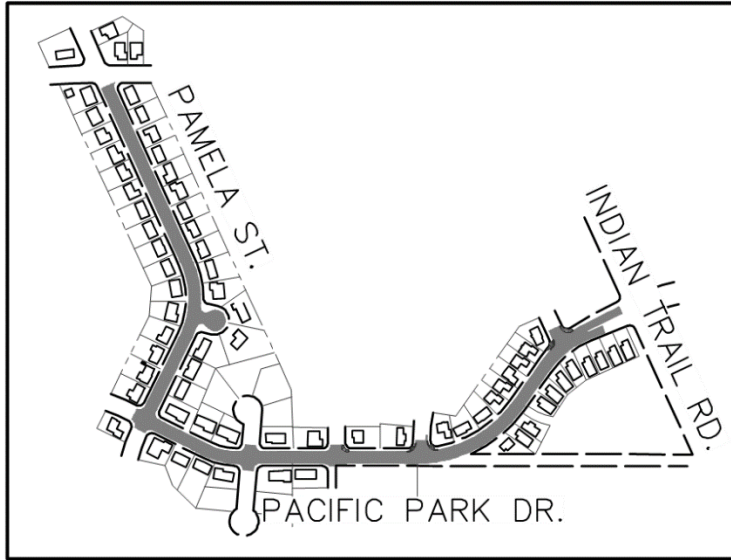


Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	2021 Residential Grind & Overlay (North) Project
Date:	11-22-21
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> The project described herein is the north half of the annual grind and overlay project (the south half was bid earlier this year) funded by the transportation benefit district. 	
Executive Summary: <ul style="list-style-type: none"> Refer to the attached exhibit for the north portion of the streets included in this year's project. Curb ramps will also be upgraded. Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits during the design phase. Also, a flyer will be placed on adjacent resident front doors just prior to construction. Residents will have access to their homes during construction which will occur in the 2022 construction season. 	
Budget Impact: 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.)	
Operations Impact: 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:	

Project Location



Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	2022 Street Maintenance ADA Curb Ramp
Date:	11-22-21
Contact (email & phone):	Dan Buller dbuller@spokanecity.org, 625-6391
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is associated with projects in the 6 year street plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts
<u>Background/History:</u> <ul style="list-style-type: none"> • Every year the city street dept grinds and overlays various streets through the city. • These projects generate the need for curb ramp installation or replacements. • The street dept does not have the manpower or expertise to construct concrete curb ramps complying with ADA 	
<u>Executive Summary:</u> <ul style="list-style-type: none"> • This project constructs curb ramps from street dept. grind and overlay projects on city arterials. • Because the ramps are spread out throughout town, no exhibit is attached. • This project is paid with local funds. 	
<u>Operations Impact:</u> 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

PIES

Division & Department:	Engineering Services; Public Works
Subject:	On-Call Engineering Consultants
Date:	November 22, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p>Background/History: Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • A request for qualifications is being advertised for electrical engineering and landscape architecture in support of various public works projects designed by Engineering Services. • A review committee will evaluate the firms by qualifications. One or two firms will be selected for each discipline. • Engineering Services expects to bring three agreements to council for approval in early December. • Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used. 	
<p>Budget Impact:</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:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</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"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

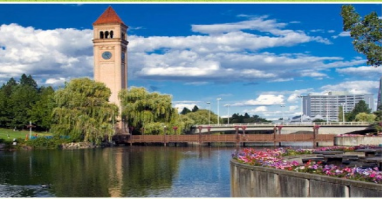
Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	SIA 2022 Annual Budget
Date:	11-22-2021
Contact (email & phone):	Rob Schultz, CFO Spokane Airports
City Council Sponsor:	Council President Beggs
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Joint Inter-Local Agreement requirement
Strategic Initiative:	Innovative Infrastructure
Deadline:	Council Approval by 11/29/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Approval by Council as required in the Joint Inter-Local Agreement
Background/History: <ul style="list-style-type: none"> Spokane Airports is jointly owned by the City of Spokane and Spokane County. The annual budget for Spokane International Airport, Airport Business Park, and Felts Field is approved annually by the City Council and County Commissioners as required in by the Joint Inter-Local Agreement. 	
Executive Summary: <ul style="list-style-type: none"> Approval of the consolidated Spokane Airports budget was approved by the Spokane Airport Board on November 18, 2021. The operating budget is \$43,125,682, the capital budget is \$75,554,000. The airport is financially self-sufficient with revenues generated from operations. 	
Budget Impact: 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? <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:	



SPOKANE INTERNATIONAL AIRPORT



2022 SPOKANE AIRPORTS BUDGET DISCUSSION

SPOKANE AIRPORTS:

Financially self-sufficient
Funds come only from system users

- ➔ Operating Revenues
 - Parking and Ground Transportation Fees
 - Concessions (Food/Beverage/Retail/Hotels)
 - Tenant Rents
 - Airline Landing Fees
- ➔ Capital Projects Revenues
 - AIP Grants (Federal Ticket & Fuel Tax; Airport Improvement Trust Fund)
 - DOT & WSDOT Grants
 - Passenger Facility Charges (PFC) from traveling passenger tickets
 - Customer Facility Charges (CFC) from rental car transactions
- ➔ Used ONLY on specific approved projects

Budget Process Highlights

- Budget Overview
 - Regulated by DOT Regulations (encourages negotiation)
 - Start with expenses, subtract revenues, airlines are responsible for balance
- Rate Modeling
 - Based on activity forecasts
 - Passengers
 - Landed weight
 - Calculate 2020 true-up based on actuals
 - Input department information (operations & capital)
 - Calculate estimated 2021 true-up
 - Enter 2022 data
 - Apply cost center allocations
- Results in rate setting
 - Terminal rent rate
 - Landing fee rate

2019 - 2022 Activity (Passengers & Weights)

Exhibit 1.0

Traffic Activity

Spokane International Airport

(for the 12 months ending December 31; numbers in thousands)

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
Enplaned Passengers				
Alaska	706	334	558	630
Allegiant (non-sig)	0	-	14	15
Delta	501	202	372	420
Frontier (non-sig)	35	15	21	23
Southwest	464	235	388	439
American	123	89	162	183
United	191	85	145	164
Others	3	1	1	1
Total	2,023	962	1,660	1,877
Enplaned Passengers	2,023	962	1,660	1,877
% Change YoY	1.2%	-52.4%	72.6%	13.1%
% Change to 2019		-52.4%	-17.9%	-7.2%

	Actual 2019	Actual 2020	Estimated 2021	Budget 2022
Landed Weight				
Passenger Airlines				
Alaska	741	532	693	760
Allegiant (non-sig)	1	-	24	26
Delta	554	407	538	590
Frontier (non-sig)	33	21	22	25
Southwest	513	392	396	434
American	142	129	197	216
United	247	140	180	197
Others	7	2	2	2
Cargo				
Signatory	429	414	440	515
Non-signatory	66	130	104	105
Total	2,733	2,168	2,594	2,872
% Change YoY	1.0%	-20.7%	19.7%	10.7%
% Change to 2019		-20.7%	-5.1%	5.1%

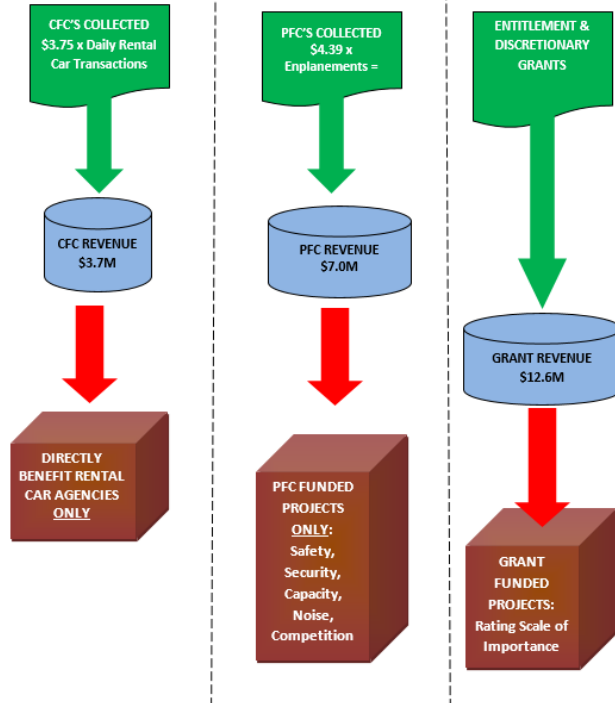
Budget Process Highlights

- ➔ Airport Airline Affairs Committee (AAAC) Consultation
 - November 12th
 - Current Agreement expires December 31, 2021 – proposed one-year ‘clean’ extension
 - Presented 2022 Rates and Charges
- ➔ Rate Summary
 - Class 1 Terminal Rent = \$60.70 up from \$59.19 per square foot per year (+2.6%)
 - Landing Fee = \$2.16 up from \$2.10 per 1,000# (+3.0%)
- ➔ Airport Finance Committee - November 10th
- ➔ Airport Board Meeting - November 18th
- ➔ Spokane City Council
- ➔ Board of County Commissioners – November 30th

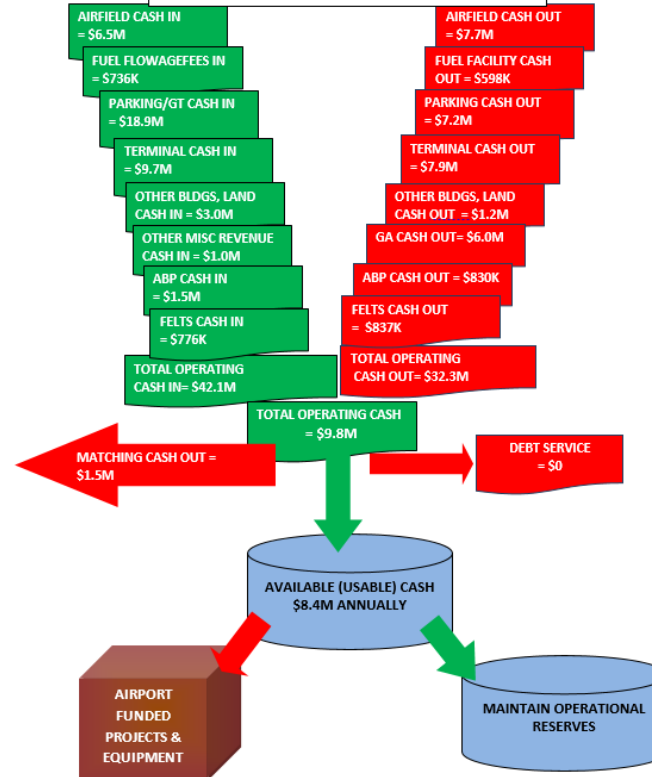
Sources and Uses of Cash

(Based on 2022 Budget)

NON - OPERATING



OPERATING REVENUE & EXPENSES



2021 Year End Estimate

- Consolidated operating revenues projected to be 17.4% above budget
- Consolidated operating expenses projected to be 7.1% below budget
- 2021 landed weights projected to end of the year at 5.1% below 2019 actuals
- 2021 enplanements are projected 17.9% below 2019 actuals
- Estimated CPE of \$6.57 for 2021; budgeted at \$9.87

2022 Budget Highlights

- ➔ Consolidated revenues of \$51.4M
 - 12.1% increase from 2021 budgeted revenues
 - 9.1% increase from 2021 projected revenues
- ➔ Consolidated operating expenses total of \$31.8M
 - 14.9% increase from 2021 budgeted expenses
 - 20.9% increase from 2021 projected expenses
- ➔ Sources of funds for Capital Improvement Program total of \$75.6M
 - \$16.1M combination of AIP, OTA, PFC, and CFC
 - \$45.6M for TREX Phase I (funding TBD, will include debt financing)
 - Up to \$13.9M of Airport funds

2022 Budget Highlights

✈ Operating Expenses

- Funding return of staffing to near pre-pandemic levels due to increase in business activities
- Increased materials and supplies cost due to inflation and supply chain challenges
- Reopening of economy lot parking option and restart of shuttle bus service
- Higher than average snowfall prediction for this winter season
- Application of CRSSA and ARPA funds to operations expenses

2022 Major Capital Projects

✈ USDOT / TSA

- Transload Facility
- EDS Installation

✈ PFC paygo

- Rehabilitation and Upgrade of 14 Passenger Loading Bridges

✈ Debt issuance (PFC supported)

- TREX Phase I construction

✈ CFC

- GTC Improvements Phase 3 – architectural and engineering design

✈ AIRPORT

- Road improvements to Flint Road and Airport Drive, parking garage roof sealing & garage floor stall counters, AST Jet-A fuel tank, elevator modernization, airfield snow removal equipment, security camera upgrades

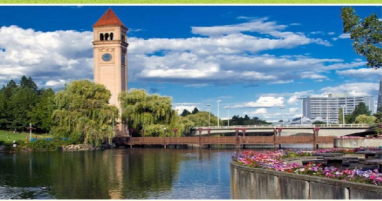
QUESTIONS





SPOKANE

INTERNATIONAL AIRPORT



THANK YOU

Briefing Paper Study Session

Division & Department:	City Legal
Subject:	Settlement of Claim – F. Scott Garske and Rebecca C. Garske
Date:	November 11, 2021
Author (email & phone):	Michael Ormsby, mormsby@spokanecity.org , 6287
City Council Sponsor:	Council President Breean Beggs, bbeggs@spokanecity.org , 6254
Executive Sponsor:	Michael Ormsby
Committee(s) Impacted:	PIES Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	Continued Operation of City
Deadline:	November 29, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Execution of Settlement and Release of Claims
<u>Executive Summary:</u> Settlement of claim filed by F. Scott Garske and Rebecca C. Garske in the amount of \$87,500.	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Risk Management. Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> 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: Known challenges/barriers:	

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, on June 8, 2020 a claim for damages was filed with the City of Spokane by F. SCOTT GARSKE and REBECCA C. GARSKE (Plaintiffs), arising out of an incident occurring on April 13, 2020, in the City of Spokane, as more fully described in the claim for damages; and

WHEREAS, on January 8, 2021, Plaintiffs subsequently commenced an action in the Superior Court of Spokane County, under the caption "F. SCOTT GARSKE AND REBECCA C. GARSKE PLAINTIFFS V. NANCY L. OTHMER; AND THE CITY OF SPOKANE, a municipal corporation Defendants" Cause No. 21-2-00055-32 alleging various state causes of action seeking economic and non-economic damages, as more fully described in the Complaint filed in said cause; and

WHEREAS, the City has determined to resolve all claims with Plaintiffs and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00); and

WHEREAS, Plaintiffs have agreed to accept said payment and in return to release any and all claims against the City of Spokane as well as to dismiss with prejudice the underlying lawsuit as against the City of Spokane.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City of Spokane authorizes that payment in the amount of EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00), to be paid to Plaintiffs through their counsel, Patrick J. Cronin, with the law firm of Winston & Cashatt, in trust for F. SCOTT GARSKE and REBECCA C. GARSKE, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiffs will provide a signed release fully extinguishing all claims by Plaintiffs in connection with the incident, dismissing their lawsuit with prejudice as against the City of Spokane and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

RESOLUTION NO. 2021-_____

A Resolution adopting the City of Spokane's legislative agenda for the upcoming 2022 state legislative session.

WHEREAS, "Any legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane" (SMC 02.03.030); and

WHEREAS, the City Council has consulted with its contract lobbyists, state legislators, administration staff and interested stakeholders to form the attached list of priorities for the upcoming state legislative session(s); and

WHEREAS, the attached legislative agenda shall guide the City of Spokane's efforts at the state level for the 2022 regular legislative session and any special session(s) that may be held.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby adopts the attached City of Spokane 2022 State Legislative Agenda.

PASSED by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney