

**Public Infrastructure, Environment & Sustainability Committee
Agenda for 1:15 p.m. Monday, July 24, 2023**

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 p.m. on July 24, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2494 644 6109; 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 & Sustainability Committee meeting is regularly held every 4th Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA ATTACHED

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

Agenda - 24 July 2023

1 **Call to Order**

2 **Approval of Minutes**

Approval of June 26, 2023 meeting minutes

3 **Discussion Items**

3.1 **BROADLINC PDA Update**

10 min
Byrd, Giacobbe

Council Sponsor: CM Cathcart
Ariane Schmidt will provide the first of what is planned to be regular (possible quarterly) briefings to Council by the BROADLINC PDA Executive Director related to regional broadband activities to expand infrastructure for service capacity in unserved/underserved communities and enhance Digital Equity Access and Adoption solutions across urban and rural communities.

3.2 **SAS Workgroups Update**

10 min
Thomas, Kelly

An update from Larry Luton, chair of the Steering Committee of the Sustainability Action Subcommittee, to summarize the recommendations from the workgroups so far.

3.3 **GFC Update**

5 min
Feist, Marlene

Update from Marlene Feist on the Mayor's GFC committee.

3.4 **Outside Counsel Cnt. Amendment**

5 min
Smithson, Lynden

Council Sponsor: CM Kinnear
Additional funds request for outside counsel re NPDES Appeal

3.5 Acceptance and Disbursement of ROW Funds

5 min
Cerecedes, Jennifer

CHHS is requesting to accept and disburse Department of Commerce ROW funding for FY 24 and FY 25.

3.6 Acceptance of Formula Grants

5 min
Cerecedes, Jennifer

CHHS is requesting permission to accept our HUD formula grants which are CDBG, ESG, and HOME funds. We are requesting a rules suspension for this to go to Advanced and Current agenda on July 31st.

3.7 TRAC Amendment

5 min
Cerecedes, Jennifer

CHHS is requesting to amend the TRAC TSA contract (OPR 2022-0017) by adding \$4.7MM and decreasing the contract period to terminate October 31, 2023

3.8 Resolution Regarding Insurance Premium Purchases

5 min
Byrd, Giacobbe

Council Sponsor: CM Kinnear
A Resolution declaring the waiver of public bid requirements for the purchase of 2023-2024 insurance premiums for specified city insurance coverages.

3.9 Revision to Ordinances 13.02 & 10.70

5 min
Averyt, Chris

Council Sponsors: CM Kinnear & CM Stratton

Requesting a revision of Ordinances *13.02.0310 Collection Schedule – Container Placement Deadlines* and *10.70.040 Exemptions* to allow the flexibility of earlier start times on solid

waste routes due to recent changes in L & I's rules regarding ambient heat and wildfire smoke exposure for outdoor employees.

3.10 Water and Sewer Rehabilitation Program

10 min
Sulya, Nathan

Council Sponsors: CM Kinnear and CM Bingle
Proposed program to provide financial assistance to qualified property owners to complete necessary water and sewer systems rehabilitation.

3.11 Contract with EA Engineering: Asset Management Str

5 min
Croucher, Lorena, Miller, Katherine E

Council Sponsor: CM Kinnear
Notice of award of RFQu #5822-23 – “Asset Management Strategy and Program Development for Water and Wastewater Utilities”. See briefing paper for additional details.

3.12 Annual Reports from CTAB, 2021 and 2022

5 min
Martin, Abigail M.

CP Pro Tem Kinnear- Due to staffing shortage/turnover, CTAB is behind in briefing you on our business for the last two years. We'd like to rectify that here.

3.13 CTAB residential streets, 2024 and 2025

5 min
Martin, Abigail M.

CP Pro Tem Kinnear- While CTAB hasn't had a quorum the last few months, we have had discussion, sans objection, about recommending the following project lists for 2024 and 2025. It's important to get them in the queue to ensure the work is completed in a timely manner. We request your consideration and hope for approval.

3.14 Traffic Calming priorities 2024

5 min
Martin, Abigail M.

CP Kinnear and CMs Cathcart and Zappone- Submitting the proposed list for the next four year cycle of Traffic Calming priorities. Also submitting for consideration the 2024 projects out of the list of priorities generated by the

neighborhoods at the series of Traffic Calming workshops. The list was generated with adherence to the resolution delineating allocation method.

3.15 Ordinance RE: Regulations of Residential Rental

5 min

Council Sponsors: CM Bingle & CM Cathcart

Early in 2022 the City Council adopted a new chapter in the SMC to provide pandemic-related relief to tenants, consistent with state law and proclamations on evictions. These SMC provisions, in Chapter 18.08, have become obsolete in light of current state law, and require landlords to comply with programs that are no longer active, especially with respect to evictions. The practical effect has been to interfere with landlords' abilities to lawfully evict tenants for non-payment of rent when a portion of the rent accrued during the pandemic.

3.16 Confirmation of Mayoral Appointee – City Attorney

5 min

Council Sponsors: CP Kinnear and CM Bingle

Lynden Smithson has been selected for appointment to the position by Mayor Woodward and is being presented for confirmation to the City Attorney position.

4 Consent Items

4.1 SBO - Northeast Community Center Association, Trip

Culton, Richard

Council Sponsors: CM Bingle and CM Stratton

An SBO request for 1590 funds.

CHHS is seeking Council approval to change the funding source for the Northeast Community Center Association Triplex project from CDBG funds to 1590 funds.

4.2 Sewer Ordinance Amendment

Gennett, Raylene, Cannon, Mike

CM Kinnear & CM Bingle

Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City's sewer service area.

4.3 1100 - Streets Dept. Perforated Tubes

Harris, Clint E.

Council Sponsor: CM Kinnear

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

4.4 5100 - Wirtgen Road Profiler Maintenance & Vogele

Prince, Thea, Russell, Adam T.

Council Sponsor - CM Kinnear

The Street department schedules annual maintenance repairs of the Wirtgen Road Grinder through fleet services during the offseason to ensure the equipment is reliable during the summer street maintenance season.

The annual maintenance work was scheduled through fleet services to be completed at the local Wirtgen dealer, PAPE Equipment. The request is to approve the repairs in the amount of \$71,814.26

The Street Department also received repairs to the Vogele Paver at Pape Equipment for \$21,417.79

4.5 Notice of Award of RFQu #5902-23: Latah Bridge Ins

Croucher, Lorena, Picanco, Kevin

Council Sponsor: CM Kinnear

Contract to develop data required to pursue a grant opportunity through the federal Bridge Investment Program (BIP) to support the rehabilitation of the Latah Bridge.

4.6 Upriver Spillway Project CM CE RFQ

McIntosh, Seth

Council Sponsor CM Kinnear. RFQ for construction management and construction engineering for Upriver Dam Spillway Rehab Phase III construction project.

4.7 SWD-VB Renewal for the Purchase of Lubrication Products

Paine, David

Council Sponsors: CM's Kinnear and Bingle. Value blanket renewal for the purchase of lubrication products at the WTE.

4.8 SWD-VB Renewal for the Purchase of Diesel

Paine, David

Council Sponsors: CM's Kinnear and Bingle. Value blanket renewal and amendment for the purchase of ultra-low sulfur #2 dyed diesel and supporting equipment at the WTE.

4.9 SWD-VB Amendment for the Purchase of VFD's

Paine, David

Council Sponsor: CM's Kinnear and Bingle. Value blanket amendment for the purchase of variable frequency drives (VFD's) for the WTE.

4.10 Value Blanket with Two Rivers Terminal, LLC to supply Sodium Bisulfite

Arrington, Kyle, Gennett, Raylene, Cannon, Mike

CM Kinnear

Consent to award five (5) year value blanket contract to supply Sodium Bisulfite to Two Rivers Terminal, LLC.

4.11 Thorpe Reservoir #2

Buller, Dan

Council Sponsor: CM Kinnear. Thorpe Reservoir #2.

4.12 Traffic Calming (Cycle 10)

Buller, Dan

Council sponsor: CM Kinnear. Cycle 10 Traffic Calming.

4.13 Maple-Ash Chip Seal

Buller, Dan

Council sponsor: CM Kinnear. Maple-Ash Chip Seal project.

4.14 Marshall Road Transmission Main Phases 2 and 3

Buller, Dan

Council sponsor: CM Kinnear. Marshall Road Transmission Main Phases 2 and 3.

4.15 9th and Pine Booster Station

Buller, Dan

Council Sponsor: CM Kinnear. 9th and Pine Booster Station Replacement.

4.16 Residential Chip Seal

Buller, Dan

Council sponsor: CM Kinnear. 2023 Residential Chip Seal

4.17 RW Vacation of Ross Ct.

Brown, Eldon

Council Sponsor Jonathon Bingle and Michael Cathcart - Sending RW Vacation Ordinance C35425 back for a new 1st and final reading.

4.18 Traffic Control, Signing & Striping Consultant

Buller, Dan

Council Sponsor: CM Kinnear. Traffic Control, Signing and Striping On-Call Consultant.

4.19 Division BRT Prelim Engineering Reimbursement

Miller, Katherine E

Council Sponsor: CM Kinnear
Spokane Transit Authority (STA) approached the City of Spokane with a request for additional assistance during their Division Street BRT project. The resulting agreement would reimburse the City for time spent by the Director of Strategic Initiatives & Development in support of STA's project.

5 Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 Adjournment

7

Next Meeting

The next meeting of the PIES Committee will be held at 1:15 p.m. on August 28, 2023.

Table of contents

7/24/2023 01:15 PM - 03:15 PM

1 - Call to Order	14
<hr/>	
2 - Approval of Minutes	15
<hr/>	
Attachments	
pies-minutes-2023-06-26	16
3 - Discussion Items	19
<hr/>	
3.1 - BROADLINC PDA Update	20
<hr/>	
Attachments	
BROADLINC071723_Briefing Paper	21
3.2 - SAS Workgroups Update	23
<hr/>	
3.3 - GFC Update	24
<hr/>	
3.4 - Outside Counsel Cnt. Amendment	25
<hr/>	
Attachments	
C Trueblood PIES Briefing Paper 7-12-23	26
U2023-059 Craig Trueblood - Amendment 3 - OPR 2022-0644	27
3.5 - Acceptance and Disbursement of ROW Funds	29
<hr/>	
Attachments	
DRAFT SFY23-46141-014 Amendment-1	30
_Briefing Paper ROW Funds 7.11.23	32
3.6 - Acceptance of Formula Grants	34
<hr/>	
Attachments	
Formula Grant Acceptance	35
_Briefing Paper - 2023 Acceptance of Formula Grants	47
3.7 - TRAC Amendment	49
<hr/>	
Attachments	
_Briefing Paper TRAC Amendment 7.11.23	50
TRAC TSA Subrecipient Agreement Amendment B	51
3.8 - Resolution Regarding Insurance Premium Purchases	53
<hr/>	

Attachments	
RES - Waiver of Public Bidding for Insurance (v1 07-18-23)	54
Briefing Paper Ins Bid Waiver 2023	56
3.9 - Revision to Ordinances 13.02 & 10.70	58
<hr/>	
Attachments	
Briefing Paper - SWC - Ordinance Revision 13.02 _ 10.70	59
Ordinance Rev. 13.02 and 10.70	61
3.10 - Water and Sewer Rehabilitation Program	64
<hr/>	
Attachments	
PIES WSRP Briefing Paper 072423	65
1. Water and Sewer Rehab Resolution	67
2. Attachment A - Program Doc Clean Version	69
3.11 - Contract with EA Engineering: Asset Management Str	76
<hr/>	
Attachments	
RFQu Selection and contract for AM Program_Briefing Paper	77
3.12 - Annual Reports from CTAB, 2021 and 2022	79
<hr/>	
Attachments	
Annual Reports from CTAB 2021 and 2022	80
2022CTABAnnualReport-DRAFT-07122023	82
Draft CTAB 2021 Annual Report	91
3.13 - CTAB residential streets, 2024 and 2025	99
<hr/>	
Attachments	
CTAB residential streets 2024 and 2025	100
2024-2025Projects-071123	102
RES for 2024 and 2025 CTAB projects (v2 07-19-23)(CJW)	103
3.14 - Traffic Calming priorities 2024	105
<hr/>	
Attachments	
BP- Proposed 2024 Traffic Calming projects	106
2023 RES Exhibit B (All Projects)	108
RES 2023 (Traffic Calming Funded Projects (Draft v3 07-19-23)	111
3.15 - Ordinance RE: Regulations of Residential Rental	114
<hr/>	
Attachments	
2023.07.07 SMC 18.08 repeal and 10.57.115 - ver 5 ES (Clean)	115
BP - Repeal of 18.08	120
3.16 - Confirmation of Mayoral Appointee – City Attorney	122
<hr/>	
Attachments	
07.24.23 PIES Briefing Paper - City Attorney	123
07.24.23 Resolution - City Attorney	124
4 - Consent Items	125
<hr/>	

4.1 - SBO - Northeast Community Center Association, Trip	126
<hr/>	
Attachments	
Council Briefing Paper - SBO NECCA Funding Change	127
NECCA Tri-Plex Project Full Contract	130
SBO - Housing Sales Tax (002)	148
4.2 - Sewer Ordinance Amendment	149
<hr/>	
Attachments	
2023-06-05 Briefing Paper Proposed Edits to SMC 13.03	150
13.03 Waste Water - Ord. Rev. 6-22-23	152
4.3 - 1100 - Streets Dept. Perforated Tubes	159
<hr/>	
Attachments	
1100 - Street Dept. Perforated Steel Tubes	160
4.4 - 5100 - Wirtgen Road Profiler Maintenance & Vogele	161
<hr/>	
Attachments	
Wirtgen Equipment Maintenance _ Vogele Repair Briefing Paper	162
4.5 - Notice of Award of RFQu #5902-23: Latah Bridge Ins	163
<hr/>	
Attachments	
RFQu Selection - Latah Bridge Load Rating_Briefing Paper	164
KPFf_Latah Inspection and Load Rating LS Backup Info 2023711	166
KPFf_Latah Inspection Documentation and Load Rating Proposal	167
4.6 - Upriver Spillway Project CM CE RFQ	171
<hr/>	
Attachments	
Upriver Spillway Project CM CE Briefing Paper 20230712	172
4.7 - SWD-VB Renewal for the Purchase of Lubrication Products	187
<hr/>	
Attachments	
Briefing Paper-Eljay Lube VB	188
4.8 - SWD-VB Renewal for the Purchase of Diesel	190
<hr/>	
Attachments	
Briefing Paper-Eljay Diesel VB Renewal	191
4.9 - SWD-VB Amendment for the Purchase of VFD's	193
<hr/>	
Attachments	
Briefing Paper-Dykman VFD VB Amendment	194
4.10 - Value Blanket with Two Rivers Terminal, LLC to supply Sodium Bisulfite	196
<hr/>	
Attachments	
_Briefing Paper Template_2023 Bisulfite	197
Bid Tab ITB 5927-23	199

4.11 - Thorpe Reservoir #2	200
<hr/>	
Attachments	
Thorpe Rd Water Tank PIES Briefing Paper (7-24-23)	201
4.12 - Traffic Calming (Cycle 10)	205
<hr/>	
Attachments	
Traffic Calming Cycle 10 PIES Briefing Paper (7-24-23)	206
4.13 - Maple-Ash Chip Seal	219
<hr/>	
Attachments	
Maple-Ash Chipseal PIES Briefing Paper (7-24-23)	220
4.14 - Marshall Road Transmission Main Phases 2 and 3	223
<hr/>	
Attachments	
Marshall Rd. T-Main Ph 2 PIES Briefing Paper (7-24-23)	224
4.15 - 9th and Pine Booster Station	227
<hr/>	
Attachments	
9th _ Pine BS Briefing Paper (7-24-23) (2)	228
4.16 - Residential Chip Seal	231
<hr/>	
Attachments	
2023 Res Chipseal PIES Briefing Paper (7-24-23)	232
4.17 - RW Vacation of Ross Ct.	237
<hr/>	
Attachments	
Breifing Paper	238
VACATION EXHIBIT	239
4.18 - Traffic Control, Signing & Striping Consultant	240
<hr/>	
Attachments	
Traffic Control Permanent Signing Striping Consultant	241
4.19 - Division BRT Prelim Engineering Reimbursement	243
<hr/>	
Attachments	
July PIES Briefing Paper; STA-COS Reimbursement Agreement	244
5 - Executive Session	246
<hr/>	
6 - Adjournment	247
<hr/>	
7 - Next Meeting	248
<hr/>	

1

1 - Call to Order

2 - Approval of Minutes

Approval of June 26, 2023 meeting minutes

| For Decision

Attachments

[pies-minutes-2023-06-26.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
June 26, 2023

Call to Order: 1:17 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/839875041>

Attendance

Committee Members Present:

CM Kinnear (Chair), CM Bingle (Vice Chair), CP Beggs (arrived at 1:18 p.m.), CM Stratton, CM Cathcart, CM Wilkerson, and CM Zappone.

Committee Members Absent: none

Staff/Others Present:

Marlene Feist, Katherine Miller, Clint Harris, Spencer Gardner, Tirrell Black, Taylor Berberich, Sean Jordan, Mike Piccolo, Lynden Smithson, Ted Kummert, Assistant Chief Justin Lundgren, Eric Finch, Steve MacDonald, Tonya Wallace, David Dunkin, Kim McCollim, Jenn Cerecedes, Raylene Gennett, Collin Tracy, Marcia Davis, Teri Stripes, Eldon Brown, Trey George, Abbey Martin, Chris Wright, Erik Poulsen, Giacobbe Byrd, Candi Davis, Nicolette Ocheltree, and Ginny Ramos.

Approval of Minutes

- Action taken
CM Bingle moved to approve the minutes of the May 22, 2023 meeting; the motion was seconded by CM Stratton. The minutes were approved unanimously.

Agenda Items

Discussion items

1. Police Guild CBA
 - Action taken
CP Beggs and CM Cathcart agreed to sponsor this item to move forward for formal Council consideration.
2. Confirmation of Mayoral Appointee -Director of ICM
 - Action taken
CM Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
3. Confirmation of Mayoral Appointee –Engineering Dir
 - Action taken

CM Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.

4. GFC Monthly Update
 - Action taken
Presentation and discussion only, no action was taken.
5. SBO – Quarterly Range Changes Q2 2023
 - Action taken
CP Beggs and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
6. Cannabis Special Revenue Fund
 - Action taken
CP Beggs; CM Stratton; and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration
7. Grant use of Traffic Calming funding
 - Action taken
CP Beggs and CM Kinnear agreed to sponsor this item to move forward for formal Council consideration.
8. Approval of Traffic Calming List of Prioritized Pr
 - Action taken
CP Beggs and CM Kinnear agreed to sponsor this item to move forward for formal Council consideration.
9. Approval of new speed radar cameras
 - Action taken
CP Beggs and CM Kinnear agreed to sponsor this item to move forward for formal Council consideration.
10. Interim Parking Regulations for Housing
 - Action taken
CM Bingle and CM Zappone agreed to sponsor this item to move forward for formal Council consideration.
11. Street Name Change: W Dean Ave to Joe Albi Way
 - Action taken
CM Bingle and CM Zappone agreed to sponsor this item to move forward for formal Council consideration.
12. Broadband Infrastructure Expansion
 - Action taken
CM Cathcart and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
13. Lamonte Street Funding opportunity
 - Action taken
CM Kinnear and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.

Consent items

1. Purchase of Access Frames and Covers
2. FY2022 Continuum of Care (CoC) UFA Grant Award

3. Indian Trail Water Tower Irrigation & Landscape Project
4. Pre-Approval to purchase 4-5 used vehicles
5. SWD-Conveyor Belt Purchase/Install
6. SWD-Spokane County Disposal ILA Amendment
7. Streets Nuvo Gap VB Renewal
8. Streets SA Premier VB Renewal
9. MOU for Cost sharing for match component of Cooper
10. Consent to award value blanket to supply sodium hypochlorite
11. RPWRF Multiple Modine Heater Replacements for HVAC
12. Smart Growth America: Community Connectors Grant
13. Emergency Parking Lot Repair North Police Precinct

Executive session

None.

Adjournment

The meeting adjourned at 2:13 p.m.

Prepared by:

Giacobbe Byrd, Legislative Assistant to CM Lori Kinnear

Approved by:

CM Lori Kinnear
PIES Committee Chair

3 - Discussion Items

3.1

10 min

3.1 - BROADLINC PDA Update

Byrd, Giacobbe

Council Sponsor: CM Cathcart

Ariane Schmidt will provide the first of what is planned to be regular (possible quarterly) briefings to Council by the BROADLINC PDA Executive Director related to regional broadband activities to expand infrastructure for service capacity in unserved/underserved communities and enhance Digital Equity Access and Adoption solutions across urban and rural communities.

| For Discussion

Attachments

[BROADLINC071723_Briefing Paper.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	NA - BROADLINC PDA (CoS is a member entity)
Contact Name	Ariane Schmidt
Contact Email & Phone	509-385-3441
Council Sponsor(s)	CM Cathcart (BROADLINC Board member)
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	BROADLINC PDA Update (regional broadband)
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This is the first of what is planned to be regular (possible quarterly) briefings to Council by the BROADLINC PDA Executive Director related to regional broadband activities to expand infrastructure for service capacity in unserved/underserved communities and enhance Digital Equity Access and Adoption solutions across urban and rural communities.
Proposed Council Action	None
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: NA – BROADLINC independent financials with CoS member city opportunities	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
BROADLINC infrastructure enhancements brings high-capacity internet to historically unserved/underserved communities in rural areas of Spokane County and creates robust solutions for digital equity access and adoption for historical excluded populations across both rural and urban areas through increased participation in the FCC’s Affordable Connectivity Program (ACP), device availability and Digital Navigation assistance for robust digital literacy. The result will be greater resiliency in households, businesses and anchor institutions.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
BROADLINC adheres to WA State and Federal reporting requirements for Broadband Serviceable Locations (BSLs) from the FCC Fabric Map (v3) and BEAD covered populations for distressed communities in investment priorities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Rubrics are in place at the state level through the Washington State Broadband Office (WSBO) and Federally through NTIA (BEAD), US Treasury, EDA and other departments.

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

The BROADLINC PDA supports and aligns with the City of Spokane OPEN ACCESS ordinance passed on July 10, 2023.

3.2

10 min

3.2 - SAS Workgroups Update

Thomas, Kelly

An update from Larry Luton, chair of the Steering Committee of the Sustainability Action Subcommittee, to summarize the recommendations from the workgroups so far.

| For Discussion

3.3

5 min

3.3 - GFC Update

Feist, Marlene

Update from Marlene Feist on the Mayor's GFC committee.

3.4

5 min

3.4 - Outside Counsel Cnt. Amendment

Smithson, Lynden

Council Sponsor: CM Kinnear

Additional funds request for outside counsel re NPDES Appeal

| For Discussion

Attachments

[C Trueblood PIES Briefing Paper 7-12-23.docx](#)

[U2023-059 Craig Trueblood - Amendment 3 - OPR 2022-0644 .docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Legal
Contact Name	Lynden Smithson / Elizabeth Schoedel
Contact Email & Phone	lsmithson@spokanecity.org Ext 6283
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Outside Counsel Contract Amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City has a contract with Craig Trueblood of K & L Gates, LLP., as outside legal counsel to represent and assist the City in the matter of City of Spokane v. Washington State Department of Ecology, on appeal of the City's NPDES Permit. The matter is currently set for trial before the PCHB in May 2024. Additional funds are need: We request an additional \$100,000 to the contract for a total of \$350,000.
Proposed Council Action	Approve/Pass 7/24/23
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A – This work is for special counsel representation to the City.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This work is for special counsel representation. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The Contract Amendment is consistent with the City's requirements for helping align City policies by providing the City with legal support and representation in current litigation regarding its NPDES Discharge Permit.	



City of Spokane
SPECIAL COUNSEL
CONTRACT AMENDMENT #3

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CRAIG TRUEBLOOD OF THE LAW FIRM K & L GATES, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City regarding the Appeal of the City's NPDES Permit, consistent with applicable laws and this Contract.

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated September 12, 2022 with an effective date of August 1, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective July 1, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**.

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

**CRAIG TRUEBLOOD
LAW FIRM K & L GATES, LLP.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Nadine Woodward

Type or Print Name

Title

Mayor

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

U2023-059

3.5 - Acceptance and Disbursement of ROW Funds

Cerecedes, Jennifer

CHHS is requesting to accept and disburse Department of Commerce ROW funding for FY 24 and FY 25.

4. Attachment B "BUDGET" is amended as follows:

Line Item	FY 23	FY24	FY25	Total
Trent Shelter	\$1,818,182	\$1,500,000	\$1,500,000	\$4,818,182
Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$347,325	\$347,325
Diversion Program – United Way	\$136,364	-	-	\$136,364
Admin	\$255,147	\$184,733	\$184,733	\$624,613
TOTAL	\$2,806,625	\$2,032,058	\$2,032,058	\$6,870,741

| For Discussion

Attachments

[DRAFT SFY23-46141-014 Amendment-1.pdf](#)

[Briefing Paper ROW Funds 7.11.23.docx](#)

Amendment #1

Contract Number: SFY23-46141-014
Amendment Number: 1

**Washington State Department of Commerce
Housing Division
ROW Initiative**

1. Contractor City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) Jennifer Cerecedes, Director Community Housing & Human Services 808 W Spokane Falls Blvd, 6th Floor 509-625-6055 jcerecedes@spokanecity.org		4. COMMERCE Representative (only if updated) Nathan Peppin Rights of Way Initiative Manager (360) 489-5825 nathan.peppin@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$2,806,625	6. Amendment Amount \$4,064,116		7. New Contract Amount \$6,870,741
8. Amendment Funding Source Federal: \$0 State: \$4,064,119 Other: \$0		9. Amendment Start Date 7/1/2023	10. Amendment End Date 6/30/2025
11. Federal Funds (as applicable): \$2,806,625	Federal Agency: US Treasury		CFDA Number: 21.07
12. Amendment Purpose: Add FY24 & FY25 budget.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<p>FOR CONTRACTOR</p> <p>_____</p> <p>Nadine Woodward, Mayor</p> <p>_____</p> <p>Date</p> <p>Attest: _____</p> <p>City Clerk</p> <p>_____</p> <p>Approved as to form Assistant City Attorney</p>	<p>FOR COMMERCE</p> <p>_____</p> <p>Diane Klontz Deputy Director of Division and Program Alignment</p> <p>_____</p> <p>Date</p> <p>APPROVED AS TO FORM ONLY</p> <p>_____</p> <p>Sandra Adix Assistant Attorney General</p> <p>_____</p> <p>3/20/2014 Date</p>
---	--

Amendment #1

This Contract is amended as follows:

Special Terms and Conditions:

1. **Section 4, “COMPENSATION”** is amended to read as follows:
COMMERCE shall pay an amount not to exceed \$6,870,741.00 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

2. **Section 5, “EXPENSES”** is amended to read as follows:
Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$624,613.00 which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

3. **Attachment A “Scope of Work”** is amended to include the following:
Cash or cash equivalents are not eligible expenses unless Commerce provides a prior specific written, which can be via email, approval and it is for a specific documented purpose related to an individual that is identified.

4. **Attachment B “BUDGET”** is amended as follows:

Line Item	FY 23	FY24	FY25	Total
Trent Shelter	\$1,818,182	\$1,500,000	\$1,500,000	\$4,818,182
Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$347,325	\$347,325
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TOTAL	\$2,806,625	\$2,032,058	\$2,032,058	\$6,870,741

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	CHHS																														
Contact Name	Jenn Cerecedes																														
Contact Email & Phone	jcerecedes@spokanecity.org																														
Council Sponsor(s)	CM Kinnear																														
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5																														
Agenda Item Name	Acceptance and disbursement of ROW funding																														
Summary (Background)	<p>CHHS is requesting to accept and disburse Department of Commerce ROW funding for FY 24 and FY 25.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>4. Attachment B "BUDGET" is amended as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="text-align: left;">Line Item</th> <th>FY 23</th> <th>FY24</th> <th>FY25</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Trent Shelter</td> <td>\$1,818,182</td> <td>\$1,500,000</td> <td>\$1,500,000</td> <td>\$4,818,182</td> </tr> <tr> <td style="text-align: left;">Rapid Rehousing (Housing Navigators)</td> <td>\$596,932</td> <td>\$347,325</td> <td>\$347,325</td> <td>\$347,325</td> </tr> <tr> <td style="text-align: left;">Diversion Program – United Way</td> <td>\$136,364</td> <td>-</td> <td>-</td> <td>\$136,364</td> </tr> <tr> <td style="text-align: left;">Admin</td> <td>\$255,147</td> <td>\$184,733</td> <td>\$184,733</td> <td>\$624,613</td> </tr> <tr> <td style="text-align: left;">TOTAL</td> <td>\$2,806,625</td> <td>\$2,032,058</td> <td>\$2,032,058</td> <td>\$6,870,741</td> </tr> </tbody> </table>	Line Item	FY 23	FY24	FY25	Total	Trent Shelter	\$1,818,182	\$1,500,000	\$1,500,000	\$4,818,182	Rapid Rehousing (Housing Navigators)	\$596,932	\$347,325	\$347,325	\$347,325	Diversion Program – United Way	\$136,364	-	-	\$136,364	Admin	\$255,147	\$184,733	\$184,733	\$624,613	TOTAL	\$2,806,625	\$2,032,058	\$2,032,058	\$6,870,741
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TOTAL	\$2,806,625	\$2,032,058	\$2,032,058	\$6,870,741																											
Proposed Council Action	Please approve this acceptance and disbursement																														
Fiscal Impact	<p>Total Cost: <u>\$,4,064,116</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Department of Commerce ROW funds</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>																														
Operations Impacts (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>These funds are to support housing and services for ROW participants from CAMP HOPE.</p>																														
	<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be used to collect data</p>																														
	<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>CMIS will be used to collect data</p>																														

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

This proposal aligns with the 5 year strategy to end homelessness

3.6

5 min

3.6 - Acceptance of Formula Grants

Cerecedes, Jennifer

CHHS is requesting permission to accept our HUD formula grants which are CDBG, ESG, and HOME funds. We are requesting a rules suspension for this to go to Advanced and Current agenda on July 31st.

| For Discussion

Attachments

[Formula Grant Acceptance.pdf](#)

[Briefing Paper - 2023 Acceptance of Formula Grants.docx](#)



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Seattle Regional Office
Seattle Federal Office Building
Office of Community Planning & Development
909 First Avenue, Suite 300
Seattle, WA 98104-1000
www.hud.gov/washington .html

July 7, 2023

Nadine Woodward
Mayor
City of Spokane
808 W Spokane Falls Blvd
Spokane WA, 99201

SUBJECT: Fiscal Year 2023 Grant Agreement Transmittal

Dear Mayor Woodward:

The Seattle Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs.

One Grant Agreement is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG)	\$3,126,340.00
Recovery Housing Program (RHP)	\$0
HOME Investment Partnerships (HOME)	\$1,409,280.00
Housing Opportunities for Persons with AIDS (HOPWA)	\$0
Emergency Solutions Grant (ESG)	\$277,996
Housing Trust Fund (HTF)	\$0
Total FY 2023 Award	\$4,813,616.00

Plan Approval

Transmittal of a grant agreement does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and your agency.

Please note the special conditions attached to each Funding Approval/Agreement, including CDBG.

In accordance with the HOME regulations at 24 CFR 92.254(a)(5), a Participating Jurisdiction (PJ) must establish resale and/or recapture requirements that comply with the standards of the regulation. Furthermore, the resale and/or recapture requirements must be set forth in the PJ's Consolidated Plan. HUD must determine if the PJ's provisions comply with the requirements of the regulations and notify the PJ in writing of its determination. HUD has reviewed your resale and/or recapture provisions and has determined that the provisions included in the Plan [comply with the requirements at 24 CFR 92.254(a)(5)].

Environmental Review Requirements

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Build America, Buy America (BABA)

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by the grantee, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The [waiver, published March 15, 2023](#), establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs.

The BAP is applicable **now** to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022. For CPD, the BAP will apply next to iron and steel used in covered Recovery Housing Program (RHP) projects for funding obligated on or after August 23, 2023. The Phased Implementation waiver established the following implementation schedule for HUD programs:

BAP will apply to...	Iron and Steel	Specifically Listed Construction Materials	All Other Construction Materials	Manufactured Products
CDBG Formula Grants	All funds obligated on or after November 15, 2022	As of the date HUD obligates new FFA from FY24 appropriations	As of the date HUD obligates new FFA from FY25 appropriations	As of the date HUD obligates new FFA from FY25 appropriations

Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants	New FFA obligated by HUD on or after February 22, 2023	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
Recovery Housing Program (RHP) Grants	New FFA obligated by HUD on or after August 23, 2023	As of the date HUD obligates new FFA from FY24 appropriations	As of the date HUD obligates new FFA from FY25 appropriations	As of the date HUD obligates new FFA from FY25 appropriations
All HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects	New FFA obligated by HUD on or after February 22, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
All HUD FFA	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024

Additional details on fulfilling the BABA requirements can be found at https://www.hud.gov/program_offices/general_counsel/BABA.

Executing the Grant Agreement

Please execute each Grant Agreement with electronic signature and date, and return to this office to the attention of Carma E. Reed, Acting Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Grant Agreement should **not** be electronically signed in box 12c. Maintain a copy of each agreement with your original signature on-site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

To establish a Line of Credit for Fiscal Year 2023 grant funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), notarize, and return to this office. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

HUD congratulates the City of Spokane on your grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Spencer Fain, Senior CPD Representative at spencer.fain@hud.gov.

Sincerely,



Carma E. Reed, Acting Director
Office of Community Planning and
Development

Digitally signed by: CARMA

REED

Date: 2023.07.07 12:54:23 -08'00'

Enclosures

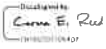
Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
 42 U.S.C. 11371 et seq.
 Assistance Listing Number 14.231

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Recipient Name and Address Spokane, City of 808 W Spokane Falls Blvd Spokane, WA 99201-3333		2. Unique Federal Award Identification Number: E-23-MC-53-0006	
		3. Tax Identification Number: 916001280	
		4. Unique Entity Identifier: PDNCLY8MYJN3	
5. Fiscal Year (yyyy): 2023			
6. Previous Obligation (Enter "0" for initial Fiscal Year)		\$ 0	
7. Amount of Funds Obligated or Deobligated by This		\$277,996	
8. Total Amount of Federal Funds Obligated		\$277,996	
9. Total Required Match		\$277,996	
10. Total Amount of Federal Award Including Match		\$555,992	
11. Start Date of Recipient's Program Year (mm/dd/yyyy) 07/01/2023		12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) 05/24/2023	13. Period of Performance and Budget Period Start Date/ Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) (mm/dd/yyyy) 6/26/2023
14. Type of Agreement (check applicable box) <input type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) X <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		15. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached X	
		16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy) 6/25/2025	

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable appropriations act for the specified Fiscal Year. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-23-01 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-23-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 11, the date listed in box 12, or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Recipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

17. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Carma E. Reed Acting Director		18. Signature  X	19. Date (mm/dd/yyyy) 6/26/2023 / /
20. For the Recipient (Name and Title of Authorized Official)		21. Signature X	22. Date (mm/dd/yyyy) / /

Funding Information (HUD Accounting Use Only):

PAS Code: SOE

Program Code: SOE

Region: 10

Appropriation Number: 1192

Appropriation Symbol: 86 3/50192

Office: Seattle

FYI: M

Special Conditions and Requirements for FY 2023 ESG Program

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Special Conditions and Requirements for FY 2023 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

Funding Approval and HOME Investment Partnerships Agreement

U.S. Department of Housing and Urban Development

Title II of the National Affordable Housing Act
Assistance Listings #14.239 - HOME Investment Partnerships Program

Office of Community Planning and Development

1. Grantee Name (must match the name associated with 3b.) and Address Spokane, City of 808 W SPOkane Falls Blvd Spokane, WA 99201-3333		2. Grant Number (Federal Award Identification Number (FAIN)) M23MC530201	
		3a. Tax Identification Number 916001280	3b. Unique Entity Identifier (formerly DUNS): PDNCLY8MYJN3
		4. Appropriation Number 86 3/6 0205	5. Budget Period Start and End Date FY 2023 through FY 2031
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Budget Approved by the Federal Awarding Agency/Current Transaction (+ or -)			\$1,409,280.00
a. Formula Funds		\$1,409,280.00	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 6/26/2023	
11. Indirect Cost Rate*		12. Period of Performance Start and End Date Date in Box #10 - 09/30/2032	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	—%		* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.
—	—%		
—	—%		
—	—%		


This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Carma E. Reed, Acting Director	14. Signature 	15. Date 6/26/2023
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date / /

19. Check one: **Initial Agreement** Amendment #

20. Funding Information:

Source Year of Funds	Appropriation Code	PAS Code	Amount
2023	86 3/6 0205	HMF (M)	\$1,409,276.00
2016	86X0205-16	HMF	\$ 4.00
Total		(D)	\$1,409,280.00

Funding Approval/Agreement

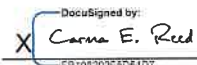
Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Spokane	3a. Grantee's 9-digit Tax ID Number 916001280	3b. Grantee's 9-digit DUNS Number PDNCLY8MYJN3 (UJEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 808 W Spokane Falls Blvd Spokane, WA 99201-3333	4. Date use of funds may begin 07/01/2023	
	5a. Project/Grant No. 1 B-23-MC-53-0006	6a. Amount Approved \$3,126,340.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Carma E. Reed	Grantee Name (Contractual Organization) Spokane, City of
Title Acting Director	Title
Signature 	Signature X
Date (mm/dd/yyyy) 7/5/2023	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached X	9a. Date HUD Received Submission	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval X <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified	
		9c. Date of Start of Program Year 07/01/2023	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee	FY 2023		
b. Funds now being Approved	\$3,126,340.00		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By							

8. Special Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2030. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2030.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures

designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community, Housing, and Human Services
Contact Name	Jenn Cerecedes
Contact Email & Phone	jcerecedes@spokanecity.org 509-625-6055
Council Sponsor(s)	CM Kinnear and CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Acceptance of formula grant agreements
Summary (Background)	<p>CHHS is requesting permission to accept the 2023 Program Year (PY) CDBG Grant Agreement of \$3,126,340, the 2023 PY ESG Grant Agreement for \$277,996, and the HOME Investment Partnerships Grant Agreement of \$1,409,280.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>We are requested to sign and return these gran agreements within 30 days. We received the contracts on July 7, 2023 and need to have them completed by August 4, 2023.</p> <p>As such I am requesting a suspension of the rules to have this item go to current and advanced agenda on July 31. 2023.</p>
Proposed Council Action	Please grant permission to accept these funds.
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Community, Development Block Grant</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
	<p>What impacts would the proposal have on historically excluded communities?</p> <p>These funds are primarily to support low- and moderate-income households via services, housing and public facility improvements.</p>
	<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>

Agencies will send in quarterly activity reports that show beneficiary information.

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

Funded activities and projects are required to provide demographic information about the people they serve (unduplicated beneficiaries)

ESG reports in the City of Spokane CMIS system and HUD's "SAGE" reporting system.

HOME and CDBG report in HUD's integrated Data and Information System (IDIS).

The Consolidated Annual Report Evaluation Report (CAPER) is provided annually to report progress to the community, with a comment period, and it is submitted in IDIS for HUD approval.

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

This aligns with HUD's entitlement amount for the 2023 PY and conforms to the City of Spokane 2020-2024 Consolidated Plan.

3.7

5 min

3.7 - TRAC Amendment

Cerecedes, Jennifer

CHHS is requesting to amend the TRAC TSA contract (OPR 2022-0017) by adding \$4.7MM and decreasing the contract period to terminate October 31, 2023

| For Discussion

Attachments

[Briefing Paper TRAC Amendment 7.11.23.docx](#)

[TRAC TSA Subrecipient Agreement Amendment B.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	jcerecedes@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Amend TRAC contract to add funds and decrease contract length
Summary (Background) *use the Fiscal Impact box below for relevant financial information	CHHS is requesting to amend the TRAC TSA contract (OPR 2022-0017) by adding \$4.7MM and decreasing the contract period to terminate October 31, 2023
Proposed Council Action	Please approve this amendment
Fiscal Impact	
Total Cost: <u>\$10,340,568</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: REET 1	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? These funds are to support shelter operations at the TRAC shelter	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be used to collect data	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? CMIS will be used to collect data	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This proposal aligns with the 5 year strategy to end homelessness	



City of Spokane
AGREEMENT AMENDMENT B
Title: TRAC Shelter Amendment

This Agreement Amendment is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and , whose address is 222 E Indiana, Spokane, WA 99207 as (“GRANTEE”).

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Trent Resource and Assistance Center (TRAC); and

WHEREAS, an Agreement Amendment is anticipated and is now being memorialized for this Program in this Amendment; and

WHEREAS, additional funds are necessary to complete the Project, thus the original Agreement needs to formally Amended by this written document; and

WHEREAS, additional funding has been made available under REET 1 and approved for use by Spokane City Council on June 12th, 2023; and

WHEREAS, the parties desire to decrease the length of the contract and thus the Original Agreement time for performance needs to be formally reduced by this written document; and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated January 9, 2023, 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. CONTRACT TERM/PERIOD OF PERFORMANCE.

This Agreement Amendment shall become effective on July 1, 2023. The term of this Contract shall be amended to run through October 31, 2023.

3. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **FOUR MILLION SEVEN HUNDRED THOUSAND AND 0/100 DOLLARS (\$4,700,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **TEN MILLION THREE HUNDRED FORTY THOUSAND FIVE HUNDRED AND EIGHTY SIX AND 0/100 DOLLARS (\$10,340,586.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The

original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 20} of the original Agreement):

<u>Category</u>	<u>Amount</u>
SHELTER OPERATIONS 2022	\$1,097,322
SHELTER OPERATIONS 2023	\$4,543,264.00
SHELTER OPERATIONS AMENDMENT A	\$4,700,000.00
TOTAL	\$10,340,568

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 Amendment by having legally-binding representatives affix their signatures below.

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Attachment 1 – Suspension & Debarment and FFATA Certification

3.8

5 min

3.8 - Resolution Regarding Insurance Premium Purchases

Byrd, Giacobbe

Council Sponsor: CM Kinnear

A Resolution declaring the waiver of public bid requirements for the purchase of 2023-2024 insurance premiums for specified city insurance coverages.

| For Discussion

Attachments

[RES - Waiver of Public Bidding for Insurance \(v1 07-18-23\).docx](#)

[Briefing Paper Ins Bid Waiver 2023.docx](#)

RESOLUTION NO. 2023-_____

A RESOLUTION declaring the waiver of public bid requirements for the purchase of 2023-2024 insurance premiums for specified city insurance coverages.

WHEREAS, the City of Spokane is self-insured but carries various insurance policies as a practice of fiscal policy; and

WHEREAS, the City annually secures coverage for property casualty, general liability, law enforcement liability, commercial auto liability, public officials' liability, damage and repair to boilers and machinery, acts of terrorism, inland marine casualty (fire truck), excess worker's compensation, cyber liability, criminal acts, and limited aviation coverage; and

WHEREAS, the nature of the insurance industry is such that utilizing normal public procurement processes are likely to result in a higher cost of premiums; and

WHEREAS, the City of Spokane does not have sufficient subject matter experts to coordinate and negotiate the various insurance coverages and premiums necessary to properly insure the City, and for this reason the City hired an insurance broker, who was selected through normal competitive procurement process and whose fees are paid separately from premiums, to negotiate premiums and coverages on behalf of the City; and

WHEREAS, it is recommended the City secure certain insurance coverages as negotiated by its insurance broker and recommended from time to time, usually on an annual basis; and

WHEREAS, as allowed by RCW 39.04.280 (1) (d), and SMC 07.06.170, the Council may by resolution waive the public bid requirements of insurance; and

WHEREAS, the City desires to waive public bid requirements for the foregoing insurance coverages, as well as other coverages that may be identified as prudent for the City to secure; and

NOW THEREFORE, BE IT RESOLVED by the City Council that it hereby declares a waiver of public bid requirements for the purchase of insurance policies; and

BE IT FURTHER RESOLVED by the City Council that this resolution is a general approval of waiver of public bidding procedures for securing of insurance quotes, and

that approval of actual coverages and associated premiums shall be by separate resolution.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Select Committee Name

Submitting Department	Purchasing & Contracts
Contact Name	Jason Nechanicky
Contact Email & Phone	jnechanicky@spokanecity.org , 509-232-8841
Council Sponsor(s)	CP Lori Kinnear
Committee Date	07/24/2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Regarding Insurance Premium Purchases
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Insurance policies are secured for various categories as part of good fiscal policy. We contract with a broker to negotiate premiums on our behalf. In order to optimize the use of the broker and comply with RCW and SMC for competitive procurement process the Council needs to exercise their power to waive the competitive procurement process.
Proposed Council Action	Vote and approve resolution
Fiscal Impact	
Total Cost: <u>No cost action, premiums are submitted on a separate item</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Procurement process for insurance premiums does not have a direct impact on existing disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
No data is generated from this action.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

This resolution ensures that the procurement of insurance policies complies with RCW and SMC.

3.9

5 min

3.9 - Revision to Ordinances 13.02 & 10.70

Averyt, Chris

Council Sponsors: CM Kinnear & CM Stratton

Requesting a revision of Ordinances *13.02.0310 Collection Schedule – Container Placement Deadlines* and *10.70.040 Exemptions* to allow the flexibility of earlier start times on solid waste routes due to recent changes in L & I's rules regarding ambient heat and wildfire smoke exposure for outdoor employees.

| For Discussion

Attachments

[Briefing Paper - SWC - Ordinance Revision 13.02 10.70.docx](#)

[Ordinance Rev. 13.02 and 10.70.doc](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Collection
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org / 509.625.6540
Council Sponsor(s)	CM Kinnear & CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Revision of Ordinance 13.02 & 10.70
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Requesting a revision of Ordinances <i>13.02.0310 Collection Schedule – Container Placement Deadlines</i> and <i>10.70.040 Exemptions</i> to allow the Solid Waste Collection Department to change residential and commercial route start times to one hour earlier than stated in the current ordinance.</p> <p>This request is in the interest of employee safety and recent changes to the Department of Labor & Industry’s rules addressing outdoor ambient heat and wildfire exposure. Exposure to high temperatures and wildfire smoke adds to an already physically demanding occupation. All field employees, especially those assigned to rear-load routes, spend a considerable amount of time outside of their trucks during the day, whether it is to move dumpsters, pick up extra trash, or perform pre-trip and post-trip inspections.</p> <p>As a trial this summer, the department moved start times up by 30 minutes, while staying within the rules outlined by the current ordinance. Revising this ordinance will give flexibility moving forward to start routes an hour earlier, improving operational efficiencies and reducing employee exposure to high temperatures and poor air quality during the worst part of the day.</p>
Proposed Council Action	Approval of Requested Ordinance Revisions
<p>Fiscal Impact Total Cost: <u>n/a</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <u>n/a</u> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? n/a	

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

n/a

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

The department keeps monthly reports for on-job injuries and accidents/incidents resulting in property damage. The data collected during the hottest and/or smokiest months of the year can be reviewed and compared to previous years to see if injuries and accidents/incidents have been reduced. Overtime can be monitored to determine if there is a decline related to the earlier start times.

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

This aligns with the City's Safety & Risk Management Department's rules/policies which were written to meet the requirements of Washington Administrative Codes (WAC):

Wildfire Smoke Exposure – Emergency Rule (implemented on 7/23/2021)

Outdoor Heat Exposure – Emergency Rule (implemented on 06/01/2021)

ORDINANCE NO. C - _____

AN ORDINANCE relating to the Noise Control, amending SMC section 13.02.0310, to chapter 13.02, and amending SMC section 10.70.040 to chapter 10.70 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, per new emergency rules adopted by Washington State Department of Labor & Industries under WAC 296-62-09510, the City needs to adjust the timing for Solid Waste Collection activities;

- - Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 13.02.0310 is amended to read as follows:

13.02.0310 Collection Schedule – Container Placement Deadlines

A. Collection services are scheduled in three work shifts:

1. Night Schedule.

Collection occurs after ten p.m. until six-thirty a.m. of the collection day.

- a. For purposes of reference, the collection day for night service is reckoned as that calendar day that starts before midnight, although the night shift actually continues into a new calendar day after midnight.
- b. Night schedule is primarily for the central city collection area.
- c. Some containers are placed out in right-of-way areas for collection.
- d. The deadline for container placement for pickup is eight p.m.
- e. After collection, containers must be returned to their regular storage area promptly, but no later than seven a.m. or two hours after collection by the department, whichever occurs last.
- f. The above rules apply to both refuse and recycling containers.

2. Early Day Schedule.

Collection occurs any time after (~~six~~) five a.m. of the collection day.

- a. Early day schedule is primarily for commercial container customers outside the central city collection area.

- b. The deadline for all commercial container placement for pickup is ((~~six~~)) five a.m.
- c. After collection, containers must be returned to their storage area promptly, but no later than two hours after collection by the department.
- d. The above rules apply to both refuse and recycling containers.

3. Regular Day Schedule.

Regular day schedule is primarily for residential automated cart customers outside the central city collection area.

- a. The deadline for container placement for pickup is ((~~seven~~)) six a.m.
- b. Collection occurs any time after ((~~seven~~)) six a.m. of the collection day.
- c. After collection, containers not regularly stored at the container pickup location must be removed from the pickup location and returned to their regular storage area, out of general curbside, sidewalk or pickup area visibility promptly, but no later than nine p.m. in the evening of the collection day.

B. Collection times for recycling are the same as general mixed solid waste, unless different specific arrangements are made with the customer, except residential recycling customers (single-family and multi-unit dwellings) served by the night schedule for general solid waste will receive early day service for recycling pickup.

- 1. Said residential customers must have recycling containers at the collection pickup location no later than ((~~seven~~)) six a.m. of the collection day.
- 2. All containers must be removed from the curb by nine p.m. in the evening of the collection day.

Section 2. That SMC section 10.70.040 is amended to read as follows:

10.70.040 Exemptions

- A. The City exempts from the provisions of this chapter those sounds set forth in WAC 173-60-050 unless otherwise specially prohibited under this chapter.
- B. Activities which receive a special event permit under [chapter 10.39 SMC](#) and provided the provisions of SMC 10.70.110 are met.

C. Sounds created by the official operation of public safety emergency equipment, and Solid Waste Collection activities per SMC 13.02.0310.

Section 3. Effective Date.

PASSED BY THE CITY COUNCIL ON _____, 2024.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

3.10

10 min

3.10 - Water and Sewer Rehabilitation Program

Sulya, Nathan

Council Sponsors: CM Kinnear and CM Bingle

Proposed program to provide financial assistance to qualified property owners to complete necessary water and sewer systems rehabilitation.

| For Discussion

Attachments

[PIES WSRP Briefing Paper 072423.docx](#)

[1. Water and Sewer Rehab Resolution.docx](#)

[2. Attachment A - Program Doc Clean Version.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	ICM
Contact Name	Nate Sulya
Contact Email & Phone	nsulya@spokanecity.org 509-625-6988
Council Sponsor(s)	CM Kinnear & CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Water and Sewer Rehabilitation Program
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Resident-owned sewer and water connections and systems are a part of the aging infrastructure within the City's Service Areas. The failure of these systems poses potential risks and costs to the City and the area's drinking water. The property owner is responsible for the maintenance of these systems; the replacement of these systems poses a significant financial burden for the low-income homeowner. This proposed program provides financial assistance to qualified property owners to complete necessary rehabilitation.</p> <p>After the resolution is approved, ICM staff will procure a firm to administer this program.</p>
Proposed Council Action	Approve resolution
<p>Fiscal Impact Total Cost: <u>\$500,000 annually</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Utility Rates</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Funding will come from water and sewer departments; unused funds will carry forward to the next year.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.</p>	

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

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

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

This project is consistent with our adopted six-year programs as well as the annual budget.

RESOLUTION NO. _____

A Resolution of the City of Spokane relating to the Water and Sewer Rehabilitation program for on-site septic systems, side sewer, and water service lines.

WHEREAS, under chapters 35.92 and 35.67 RCW authorize cities to ‘provide assistance to aid low-income person in connection with services’ provided by municipal utilities; and

WHEREAS, the Washington State Constitution Article 8, Section 7 permits “support of the poor or infirmed”; and

WHEREAS, the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

WHEREAS, an estimated fifteen point six (15.6%) of persons in the City of Spokane reported an income below the poverty line in 2021 according to the US Census Bureau data and the City Council has recognized that any increase of utility rates has a profound impact on low-income customers; and

WHEREAS, these sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane’s Designated Service Areas and are not maintained by the City of Spokane or its Wastewater or Water Departments; and

WHEREAS, these connections and systems include: on-site septic disposal systems, private sewer pipes and systems, and side sewer laterals which connect private property to the public sewer. Private water service lines are those that connect a property to the public water supply system; and

WHEREAS, these connections may be in poor repair and failing that present public health concerns which can endanger the public and the environment; and

WHEREAS, City staff spend an inordinate amount of staff time each year in investigating these private utility problems and educating the public and property owners on property owner responsibilities for the maintenance of such private systems; and

WHEREAS, providing for assistance with repair and replacement of on-site septic systems, side sewer, water service connections, and private sewers and water lines would benefit the City and its customers by minimizing City resources needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, to protect our drinking water source, and to comply with environmental regulations; and

WHEREAS, the Utilities Division proposes \$500,000 per year starting in 2024 and ending in 2028 to finance the program and establish low interest loans and potential income-based assistance based on specific criteria and qualifications as outlined in Attachment “A”.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane:

The Water and Sewer Rehabilitation program for on-site septic systems, side sewer, and water services as attached in Exhibit “A” is approved and shall be administered by the City of Spokane’s Public Works Division and Integrated Capital Management Department.

PASSED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

Attachment A:

Water and Sewer Rehabilitation Program

1. Background

Resident-owned sewer and water connections and systems are a part of the aging infrastructure within the City of Spokane's (The City) Designated Service Areas. Residential water and sewer connections and systems are not maintained by the City of Spokane or its Wastewater or Water Departments. These sewer connections and systems include on-site septic disposal systems, residential sewer pipes and systems, and side sewer laterals, which conveys wastewater from a residence to the public sewer. Residential water service lines are those that connect the meter to the public water supply system. Property owners are responsible for the maintenance and replacement costs of these connections and systems. Costs associated with replacing these systems often are more than an low-income property owner can afford and many require the property owner to borrow or secure a loan to cover the expense. Often, maintenance or repair of these private utility connections do not qualify for financial assistance from governmental entities, such as through the City's Housing Repair Programs.

2. Current Policy

The City has no maintenance or repair obligations for residential connections or systems. City Code requires sewer facilities to be connected to public sewer for all premises (SMC 13.03.0306); to be discharged to the Public Owned Treatment Works (POTW) or authorized on-site sewage disposal system (SMC 13.03.0302A); and to be repaired if not working properly (SMC 13.03.0312). A violation of this section requires the property owner to repair the issue and be compliant within 30 days of notification. The property owner is responsible to maintain the water service pipe connections in good repair and condition. The City has limited authority to make repairs when necessary and will charge the property owner any incurred costs (SMC 13.04.1002). There are few options for financial assistance to property owners for repairs to septic systems, side sewer connections, or water service lines.

SMC 13.03.0304 provides that no new septic systems will be installed within the City limits without a written permit from the Spokane Regional Health District and written authorization by the Director of Wastewater Management. A septic system must be connected to public sewer within the Spokane City limits on the earlier of failure, requires pumping, or within one year of new public sewer availability. Existing septic systems within 200 feet of a public sewer will be required to connect to the City's sewer system and will have a maximum of one (1) year to connect. Abandonment may only be deferred if a septic system is farther than 200 feet from a public sewer line to the property line, with written authorization from the Director of Wastewater Management.

3. Reasons to Connect to the Public System

3.1 City Municipal Code Requires Connection to Public Sewer

The Spokane Municipal Code (SMC) requires all properties to be properly connected to the public sewer, in accordance with City requirements (SMC 13.03.0306). SMC 13.03.0304 prohibits any on-site sewage disposal system if (1) public sewer is available, (2) premises are occupied by a significant industrial user, or (3) public health or safety would be adversely affected.

3.2 Public Health and Environmental Concerns

Failed septic systems, side sewer, and residential sewer systems leach human waste into groundwater, backyards, the Spokane-Valley Rathdrum-Prairie Sole Source Aquifer, and the Spokane River, which endangers the public and environment. The Spokane-Valley Rathdrum-Prairie Sole Source Aquifer is located under much of the City of Spokane and leaching sewage could be a possible source of contamination to our drinking water. Converting septic systems and repairing or replacing the other systems located within the City’s service area will help alleviate a possible source of contamination to the drinking water and health hazards that may exist.

3.3 Benefits Property Owners

Septic systems or failing sewer connections can be expensive to maintain or repair. Converting or rehabilitating residential utility systems provides effective long-term cost savings, reduces maintenance costs, and improves property values for property owners. It ensures a properly functioning utility into the future.

3.4 Benefits City of Spokane

Property owners served by non-municipal utilities currently look to the City of Spokane for solutions when their sewer does not work or when their water service is inadequate. Often these property owners cannot afford to finance the maintenance or replacement of the system. This program is intended to minimize city resources needed to investigate, educate residents about, and remediate the potential failures of septic and side sewer systems, protect our drinking water source, and comply with environmental regulations.

4. Programs in Other Communities

Cities and counties across the nation continue to have challenges with on-site septic systems and residential sewer connections and systems. Several communities or utilities have established policies and programs for the rehabilitation of sewer extensions, elimination of septic systems, and repair of water lines. The motivation for these programs varies from environmental compliance to growth moratoriums.

Financial assistance programs are financed by the jurisdiction in several ways:

- Costs are paid in part or full either for construction or deferring payment
- Low-interest loans or grants
- Costs are reimbursed through utility bills
- Special programs provide financial assistance for low-income property owners

Example programs:

Jurisdiction	Program	Details
Clark Regional Wastewater District (Clark County, WA)	SEP	Cost to connect to sewer 30% deferred if connected within one year; Loan for all new connections: 60 (prime +1.5%) or 120 (prime +3.0%) monthly installments.
Columbus, OH	STEP Loan Program	No-interest loans to cover the two potential costs to the homeowner. The first: the city will defer payment on fees

		(capacity and frontage) that are normally due at the time of connection; the second: private plumbing costs up to \$10,000. Must hire a licensed sewer contractor.
Fort Wayne, IN	SEP	Connection fee waived; City contributes \$3,200 toward the cost to a contractor; Income-based assistance: the city reduces the assessment on the property.
Martin County, FL	Connect to Protect	Depends on the type of system (Grinder or Vacuum). Grinder – new connection pays \$10,000; reduced to \$8,000 if the homeowner connects within 365 days of the new force main being available. Vacuum – The owner pays a special assessment on the annual property tax bill amortized over 20 years. Local non-profit lending organization helps reduce loan costs by up to \$1,000.
Tacoma, WA	Septic Amnesty Program	50% reduction in sewer fee up to \$10,000 – property owner must connect within 2 years of sewer becoming available.
	Sewer Conservation Loan Program	Low-interest loan program for repair or replacement of existing (not new) side sewers up to 90%. 2% below prime (min. 4%); \$1k to \$10k. Secured by property lien.
Helena, MT	Service Line Replacement Loan Program	0% interest up to \$15k for SF residential repair or replacement. Term up to 10 years. Water or sewer service lines within 2 ft. of the foundation. (Low income can pay off with the sale or transfer of property). No early payoff penalty. Example Resolution available.
Seattle, WA	Home Repair Loan Program	Low Income; 0% interest. Start at \$3k and a low-income deferred loan.
Pierce County, WA	Residential Side Sewer Conservation Loan Program	Loans may be made for up to 90% of the estimated project cost. The maximum loan amount is \$10,000. The current interest rate on this loan is 2.42%. Loans must be secured by a lien on the project property. Loan repayments are made monthly and are not part of the regular sewer bill.
Philadelphia, PA	Homeowner Emergency Loan Program	0% interest, installment payment loan for the water service line, water supply line, curb trap, main drain and/or sewer lateral, also basement backup prevention program. For emergency or lead service. Repayment added to water bill for

		60 months. 0% interest for good standing on payments years. 5% penalty and missed payment penalty.
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5. City of Spokane’s Proposed Program

To assist property owners who need to replace residential utilities, the City of Spokane is proposing a five (5) year program that will provide financial assistance to property owners residing within the City of Spokane. The goal of this program is to provide an affordable option for rehabilitating or replacing water and/or sewer connections and systems in need of repair, either by deferral or, in some cases, offset of repair costs. The cost of replacing one of these systems can range from less than \$5,000 to greater than \$35,000. This is a new program for the City of Spokane and as such the number of property owners and the associated costs are undetermined. Most water and sewer disruptions occur with little forewarning and limited time to repair. The program will operate on a first-come, first-served, based on approved applications; applications will be approved as received until funds are exhausted. Both the need and success of the program will drive future funding discussions and options. The program is expected to be a five (5) year project, subject to available funding, but may be terminated at any time.

The proposed program would contain these elements:

Program Management: This program is recommended to be managed by a qualified third party.

Program Evaluation: The program will be reviewed and evaluated on an annual basis. The review will evaluate the number of projects completed, future needs, the amount of funds spent on projects, the amount of funding available for next year, and other criteria, as determined. This evaluation will be compiled into a report and submitted to the Director of Public Works.

Financial policies: The goal of the program will be to provide interim or short-term financial assistance to the property owner that is simple to administer and simple to understand. For this reason, a low-interest loan program is suggested. Loan payments would return to the program. As repayments under the program continue, the investment from utility funds may be able to decrease over time.

Eligibility criteria: Objective eligibility criteria will be established and administered through an Administrative Policy. Criteria elements may include, without limitation, the requirement of the property owner to sign a contract for repayment/terms; use of a licensed contractor; written estimates and invoices to be submitted to the City before any reimbursements; compliance with any applicable City standards, rules, and regulations; execute lien against the property, etc. A certain amount of evaluation will be needed to determine if a project meets the criteria for this program.

5.1 Financial Policies

The City of Spokane Integrated Capital Management has budgeted \$500,000 per year, starting in 2024 and ending in 2028, to finance this program. The amount of funds available for the program will be reviewed each year in consideration of the overall utility budgets, the expected interest in the program, and the amount of loan payments received back to the program. This amount may be adjusted as necessary, during future reviews, depending on overall utility finances. Any amounts remaining at the end of a given year will roll over into the next year.

Low-interest loans

Property owners may apply for a low-interest loan from this program with an interest rate of 3% with a repayment term of up to 120 months. A repayment schedule will be created for each loan based on the cost and the financial ability for repayment by the property owner. A property owner must enter into a written agreement and agree to a lien to be placed on the property until the loan is paid in full. Payments will be made as part of the monthly utility bill.

Income Based Assistance

Property owners who reside in their homes and whose income and resources are below 50% of the AMI may be eligible for a payment deferral upon the future sale of the property after the project is completed.

5.2 Eligibility Criteria

A set of criteria will be needed to determine if the project is eligible. A priority system may be needed depending on applications received and the availability of annual funds. Priority criteria should be in accordance with public health concerns, public health and environmental protection, and the location of property to available city infrastructure.

Qualifications

The program will be available for property owners with an Area Median Income (AMI) of 80% or less.

Property

The project must be currently connected to the City of Spokane’s water or sewer systems, or in the case of septic systems, be within the City’s sewer service area. The application may only be from the current property owner. Applicants are limited to currently existing, owner-occupied, single-family residences. In the future, commercial properties and multi-family housing may be considered if the need is identified and the funding is available. New construction is not eligible.

Projects

Eligible projects include:

- Crushed, broken, leaking side sewer lines
- Corroded, leaking, misaligned water service lines
- Long water service lines
- Residential sewers
- Elimination of septic systems

Eligible Costs would include:

- Excavation
- Necessary on-site reroute of plumbing and associated repair
- New pipe, fitting, valves, and appurtenances
- Landscape repair
- Connection to existing sewer pipes or manholes
- Curb and sidewalk repair
- Street repair
- Permits
- Tap/Meter fees

Ineligible Costs would include:

- Property enhancements
- New service connections
- New sidewalk outside of the construction area

5.3 Process

The proposed process will follow current City rules, regulations, and practices.

1. Property owner will contact the City of Spokane to report a water or sewer problem on their property.
2. City staff confirms it is not a city system problem, but a problem on the private property. Staff will provide information about next steps for the property owner, including details about this program.

An educational flyer is suggested that provides an overview of the types of repairs that may be necessary, details of the program, and steps of the process.

3. The property owner applies for the City's program through the qualified third-party vendor.
4. The qualified third-party vendor reviews the application for income and project eligibility.
5. When the application is approved, the qualified third-party vendor will manage the selection of the contractor from the approved list and initiation of the contract.
6. The contractor pulls the required permits.
7. The contractor completes construction work.
8. The final work is inspected by City staff.
9. Loan is turned over to Utility Billing Dept.
10. Lien recorded by Legal/Administrator.
11. Loan repayment begins through utility bill.

5.4 Qualified contractor required to perform work

The construction work must be performed by a licensed and bonded contractor qualified for this type of work. The qualified third-party vendor will ensure contractors on the list meet the necessary qualifications.

5.5 Funding

Residential utility repairs or replacements generally do not have a preventative maintenance schedule. Repairs or replacement is necessary soon after the problem is identified. The amount of interest and need for this program will vary year by year. The program will be funded annually with any unused funds carried forward to the next year. The funding amount and funds carried forward will be reviewed annually to determine the appropriate amount needed for this program.

5.6 Engagement

The City will provide information to inform those community members that are most likely to be eligible. The City will produce a brochure providing the basic information for the program. The brochure will be used for community engagement and will be available on the City's Utility Billing, translated into

different languages as appropriate/needed. In addition, the brochure will be shared with the following:

- Neighborhood community centers
- Martin Luther King, Jr Community Center
- Neighborhood Councils
- Resettlement programs such as World Relief and Refuge Connections Spokane
- Non-profit organizations such as Asian Pacific Islander Coalition and Latinos en Spokane
- Qualified contractors on the approved list

DRAFT

3.11

5 min

3.11 - Contract with EA Engineering: Asset Management Str

*Croucher, Lorena,
Miller, Katherine E*

Council Sponsor: CM Kinnear

Notice of award of RFQu #5822-23 – “Asset Management Strategy and Program Development for Water and Wastewater Utilities”. See briefing paper for additional details.

| For Discussion

Attachments

[RFQu Selection and contract for AM Program_Briefing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management
Contact Name	Lorena Croucher
Contact Email & Phone	lcroucher@spokanecity.org ; (509)625-6894
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Contract with EA Engineering: Asset Management Strategy and Program Development for Water and Wastewater Utilities
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>RFQu #5822-23 – “Asset Management Strategy and Program Development for Water and Wastewater Utilities” was issued in March 2023. Five submittals were received and after an extensive review process, the City selected EA Engineering, Science, and Technology, Inc as the most qualified. Upon satisfactory completion of phase 1 work, this contract would be amended in the future to include phase 2 work.</p> <p>The scope of work under the phase 1 contract aims to establish a framework for a comprehensive asset management program for the City’s water and wastewater utilities, starting by developing a strategic asset management plan. This plan will seek to create alignment between the City’s existing Comprehensive Plan, individual utility level of service goals, and the future Asset Management Program objectives. Implementation of the strategic asset management plan will occur under phase 2 work.</p> <p>Developing a strategic asset management plan and a formal asset management program framework will benefit the City by providing a repeatable and defensible methodology for prioritizing maintenance activities, as well as provide a complete picture of our utilities’ operational and maintenance fiscal needs for both the short and long term.</p>
Proposed Council Action	
<p>Fiscal Impact Total Cost: <u>\$329,203.73</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts:

No major operational changes to conduct this first phase of the work; however, the resulting workplan will propose operational changes for the water and wastewater utilities to create alignment with strategic asset management objectives. These changes will likely have fiscal and operational impacts. The magnitude of these impacts is yet to be assessed.

What impacts would the proposal have on historically excluded communities?

Developing a formal and comprehensive asset management program will help to ensure utility operational and maintenance activities are conducted in a manner that is transparent, timely, and defensible. Given existing City Policies and utility level of service goals, equity will be a key lens to evaluate prioritization of maintenance activities.

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

Equity considerations will be considered and incorporated into the Asset Management Strategy objectives defined as a result of this project.

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

In developing an Asset Management Strategy as the first phase of building a comprehensive asset management program, the project will be identifying the data utilities can and/or should be tracking in order to assess the defined targets and key performance indicators.

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

All existing goals and priorities will be reviewed as a first step to create alignment with broader City Policies.

3.12

5 min

3.12 - Annual Reports from CTAB, 2021 and 2022

Martin, Abigail M.

CP Pro Tem Kinnear- Due to staffing shortage/turnover, CTAB is behind in briefing you on our business for the last two years. We'd like to rectify that here.

Attachments

[Annual Reports from CTAB 2021 and 2022.docx](#)

[2022CTABAnnualReport-DRAFT-07122023.docx](#)

[Draft CTAB 2021 Annual Report.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Office of the City Council
Contact Name	Abigail Martin
Contact Email & Phone	ammartin@spokanecity.org x6426
Council Sponsor(s)	Needed
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Annual Reports from CTAB 2021 and 2022
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Due to staffing turnover, we have been behind in briefing City Council on Annual Reports from 2021 and 2022. We submit these for your review at this time.
Proposed Council Action	Briefing/Discussion
Fiscal Impact Total Cost: <u>TBD</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? These reports document efforts of the CTAB and the historical use of funds to repair residential streets. In the spirit of transparency, we're able to demonstrate good stewardship and equity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The residential streets are reviewed by the Streets department and CTAB members and conditions are taken into consideration so that priority is afforded to ensuring safety for all communities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Discussion and some movement of projects has been done so that we can be assured the best use of funds and right-fit the solutions proposed. For example, if conditions have worsened so that a chip and seal is no longer the ideal solution and the project needs grind overlay, projects get moved around to accommodate funds available.	

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

This is in line with the functions of CTAB and the City's streets maintenance and benefits neighborhood safety.

Citizens' Transportation Advisory Board



2022 Annual Report

TRANSPORTATION BENEFIT DISTRICT ANNUAL REPORT

June 21, 2023

Presented by: Citizens' Transportation Advisory Board (CTAB)

TBD PROGRAM BACKGROUND

In February of 2011 the Transportation Benefits District (TBD) Board adopted Resolution 2010-0002 which established the Citizens' Transportation Advisory Board (CTAB). The CTAB is responsible for the review of transportation projects for their consistency with parameters established in Chapter 8.16 SMC and Ordinance No.C-34648 regarding how the TBD monies are to be used. By statute, the monies need to be used specifically for projects that serve to

Reduce risk of transportation facility failure and improve safety, decrease travel time, increase daily and peak period trip capacity, improve modal connectivity, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.

-Chapter 8.16.060(B)

Projects need to be identified in the 6-Year Pavement Maintenance Program element of the City's 6-Year Comprehensive Street Program. CTAB has primarily chosen to implement project work for residential streets. Pursuant to Ordinance No. C-34690, ten percent (10-15%) of the funds generated by the TBD will be directed to implement the pedestrian program of the 6-Year Comprehensive Street Program.

The 6-Year Pavement Maintenance Program establishes the work components of the program including: pothole repair, sub-grade repair, crack sealing, skin patching, thick overlay, grind/overlay, and utility cut patching, in addition to other maintenance programs such as leaf pick-up, snow removal, street sweeping, street grading, restriping, weed control and pavement maintenance and repair for the City's 760 lane miles of arterial streets and 1,460 lane miles of residential streets.

Resolution 2010-0002 instructs the CTAB to annually submit to the TBD Governing Board a report on progress made in carrying out the Citizens' Transportation Advisory Board's responsibilities. This report presents the 2018 CTAB Annual Report to the TBD Governing Board.

CITIZENS' TRANSPORTATION ADVISORY BOARD MEMBERS:

CTAB Member	Position	Term
Lindsey Shaw	District 1	Expires 8/1/2025
Barbara Coe	District 2	Expires 8/1/2025
Brian Thomas	District 3	Expires 4/25/2025
Vacant	Member at Large	Expires
Grant Shipley	Bicycle Advisory Board (BAB)	Expires 11/11/2024
Cliff Winger	Plan Commission Transportation Subcommittee (PCTS)	Expires 11/11/2024
Randy McGlenn – Chair	Pedestrian Transportation and Traffic (PeTT)	Expires 3/12/2024
Hayley Harrison	Human Rights Commission (HRC)	Expires 11/11/2024

Term Limits

On October 7th, 2013 the TBD Governing Board modified Resolution 2010-0002 to stagger term limits for the CTAB to prevent all appointments from expiring on the same date and year (the updated terms are reflected above). Board appointments have changed to the following:

- District 1 3 year term with the opportunity to be reappointed for 1 additional term of three years
- District 2
- District 3
- Member at Large
- BAB
- PCTS
- PeTT

TRANSPORTATION BENEFIT DISTRICT (TBD) GOVERNING BOARD:

Member	Position
Breean Beggs	Chairman
Jonathan Bingle	Member, Dist. 1
Michael Cathcart	Member, Dist. 1
Lori Kinnear	Member, Dist. 2
Betsy Wilkerson	Member, Dist. 2
Zack Zappone	Member, Dist. 3
Karen Stratton	Member, Dist. 3
Jeff Gunn	TBD Administrator

TBD OUTREACH

An ongoing citizen outreach plan is in place designed to enhance the visibility of the TBD fund. The goal is to provide a variety of methods to inform the City of Spokane residents about how the Transportation Benefit District fees are being utilized. The plan identified popular forms of communication that would reach a majority of citizens.

Accomplishments

- The TBD continued a positive working relationship with the Department of Licensing (DOL) and the Department of Revenue (DOR) which has significantly minimized the number of citizens being charged outside of the TBD boundary.
- The TBD had a successful audit by the Washington State Auditor's Office with no findings.
- The CTAB and TBD Governing Board fully supported the TIP (Targeted Investment Project.)

Outreach in 2022

- Continue to educate the community of the Transportation Benefit District Projects through social media.
- Require continued placement of signage at TBD project locations.
- Continue to update information on the CTAB/TBD City of Spokane website.

BUDGET (AS OF DECEMBER 31, 2022)

The TBD program budget consists of the vehicle tab revenue stream and interest gained on the interim banking of such funds. Revenues and costs reported within this report reflect account balances as of December 31, 2022.

Total Revenue

Funds collected 2011	\$522,382.20
Funds collected 2012	\$2,520,311.82
Funds collected 2013	\$2,547,688.44
Funds collected 2014	\$2,786,148.50
Funds collected 2015	\$2,741,101.64
Funds collected 2016	\$2,889,405.93
Funds collected 2017	\$2,957,528.89
Funds collected 2018	\$3,065,198.38
Funds collected 2019	\$3,067,544.60
Funds collected 2020	\$3,350,186.86
Funds collected 2021	\$3,429,482.95
Funds collected 2022	\$3,372,672.17
Total Revenue To Date:	\$33,249,652.38

PROGRAM EXPENDITURES TO DATE

	<u>2011-2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Admin	\$18,090	\$12,976	\$16,595	\$21,043	\$19,856	\$16,377
Grind & Overlay	\$2,217,286	\$1,100,167	\$1,427,324	\$971,615	\$995,666	\$1,553,435
Chip Seal	\$2,015,185	\$535,185	\$758,694	\$708,629	\$1,432,386	\$1,165,309
Crack Seal	\$901,296	\$532,113	\$464,996	\$97,469	\$27,080	\$279,524
Sidewalk	\$739,776	\$334,861	\$55,848	\$38,755	\$294,940	\$394,415
Other*	\$346,675	\$51,766		\$48,983	\$277,907	\$492,011
Total:	\$6,238,309	\$2,567,068	\$2,723,457	\$1,886,494	\$3,047,835	\$3,901,072

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Total</u>	<u>%</u>
Admin	\$9,127	\$9,765	\$8,227	\$132,055	0.5%
Grind & Overlay	\$183,316	\$1,517,719	\$2,386,041	\$12,352,568	43.7%
Chip Seal	\$40,295	\$1,612,018	\$894,401	\$9,162,102	32.4%
Crack Seal	\$145,980	\$21,639	\$180,727	\$2,650,824	9.4%
Sidewalk	\$317,621	\$42,990	\$88,305	\$2,307,511	8.2%
Other*	\$412,963	\$0	\$0	\$1,630,305	5.8%
Total:	\$1,109,302	\$3,204,131	\$3,557,700	\$28,235,366	

PROGRAM OBLIGATIONS

	<u>Active Project Allocations</u>	<u>Expenditures to Date</u>	<u>Remaining Obligation</u>
2019 Chip Seal	\$1,073,000	\$1,149,190	\$0
2022 Chip Seal	\$1,228,626	\$856,398	\$0
2023 Chip Seal	\$1,592,050	\$36,196	\$1,555,852**
2021 Grind & Overlay	\$3,125,458	\$3,630,223	\$1,237,368
2022 Grind & Overlay	\$2,669,232	\$178,169	\$1,860,618
2023 Grind & Overlay	\$1,201,633	\$28,916	\$1,172,717**
N River Dr Sidewalks	\$365,000	\$115,084	\$0***
Driscoll/Alberta/Cochran Sidewalk	\$640,000	\$83,707	\$556,293
2021-2022 Micro Overlay Pilot Program	\$200,000	\$180,726.58	\$9,512
Total:	<u>\$12,094,999</u>	<u>\$6,077,884</u>	<u>\$3,913,708</u>

*May have additional Construction Management costs

**Project still in design phase, not bid nor awarded

***Substantial construction completed in 2022; Funds reconciled in 2023

TOTAL REVENUE

<u>Funds Collected</u>	<u>Funds Spent</u>	<u>Obligations</u>	<u>Funds rolled to 2023</u>
\$33,249,652	\$28,235,366	\$3,913,708	<u>\$1,100,579</u>

2022 PROGRAM ACCOMPLISHMENTS

The following projects were completed in 2022 as approved in 2021. A project location map has been included in Appendix A.

COMPLETED 2022 PROJECTS

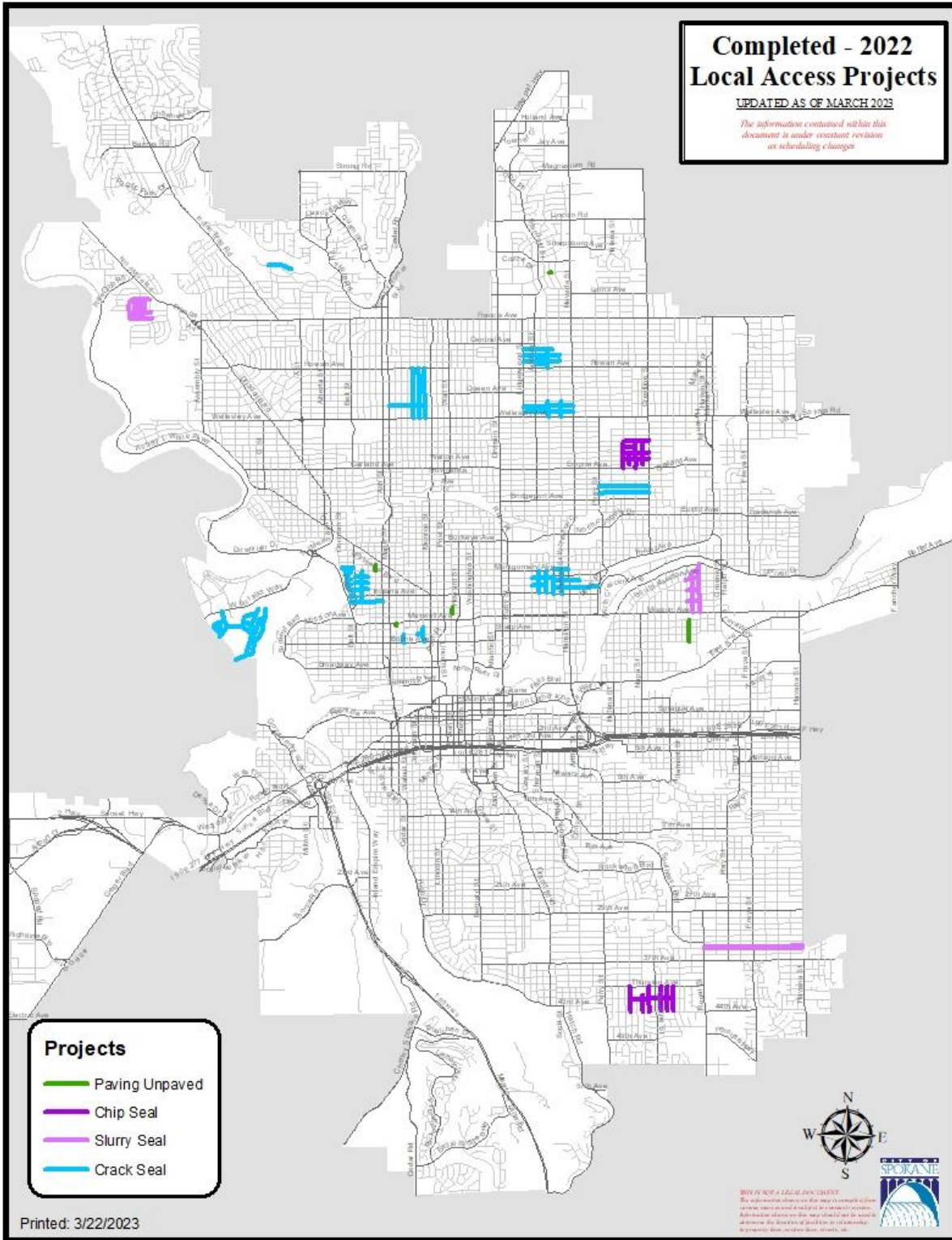
<u>Project Name</u>	<u>Area (yds.)</u>	<u>Lane Miles</u>
Paving Unpaved Streets 2022		
Lacey - Desmet to Sinto	3,032	0.43
Sitka - Cincinnati to Hamilton (1/2 Length)	682	0.06
Walnut - Maxwell to Alley	813	0.07
Oak - Montgomery to Carlisle	883	0.13
Wall - Spofford to Augusta	883	0.13
Chip Seals 2022		
Napa St from Empire to Rich Et Al	26,952	3.59
42nd Et Al	38,735	3.70
Slurry Seals 2022		
Lyons/Rosewood Et Al	26,590	2.74
Regal/Nelson Et Al	27,536	2.53
35th - Regal to Havana	25,980	2.01
Crack Seals 2022		
Cannon/Shannon Et Al	31,233	3.32
Cedar & Madison - Boone to Sharp	5,532	0.56
River Ridge Bl Et Al	57,980	5.38
Wabash/Jefferson Et Al	36,001	3.76
Glass & Courtland from Perry to Crestline	18,730	2.13
Dakota Et Al	46,698	4.29
Excell Av - G to Audubon	5,072	0.48
Joseph/Standard Et Al	23,680	2.69
Broad from Lidgerwood to Nevada	23,373	2.66
Napa St from Empire to Rich Et Al	26,952	3.59
42nd Et Al	38,735	3.70

COMPLETED SIDEWALK PROJECTS FOR 2022

<u>Project</u>	<u>Status</u>
North River Drive	Completed
Driscoll/Alberta/Cochran	Design

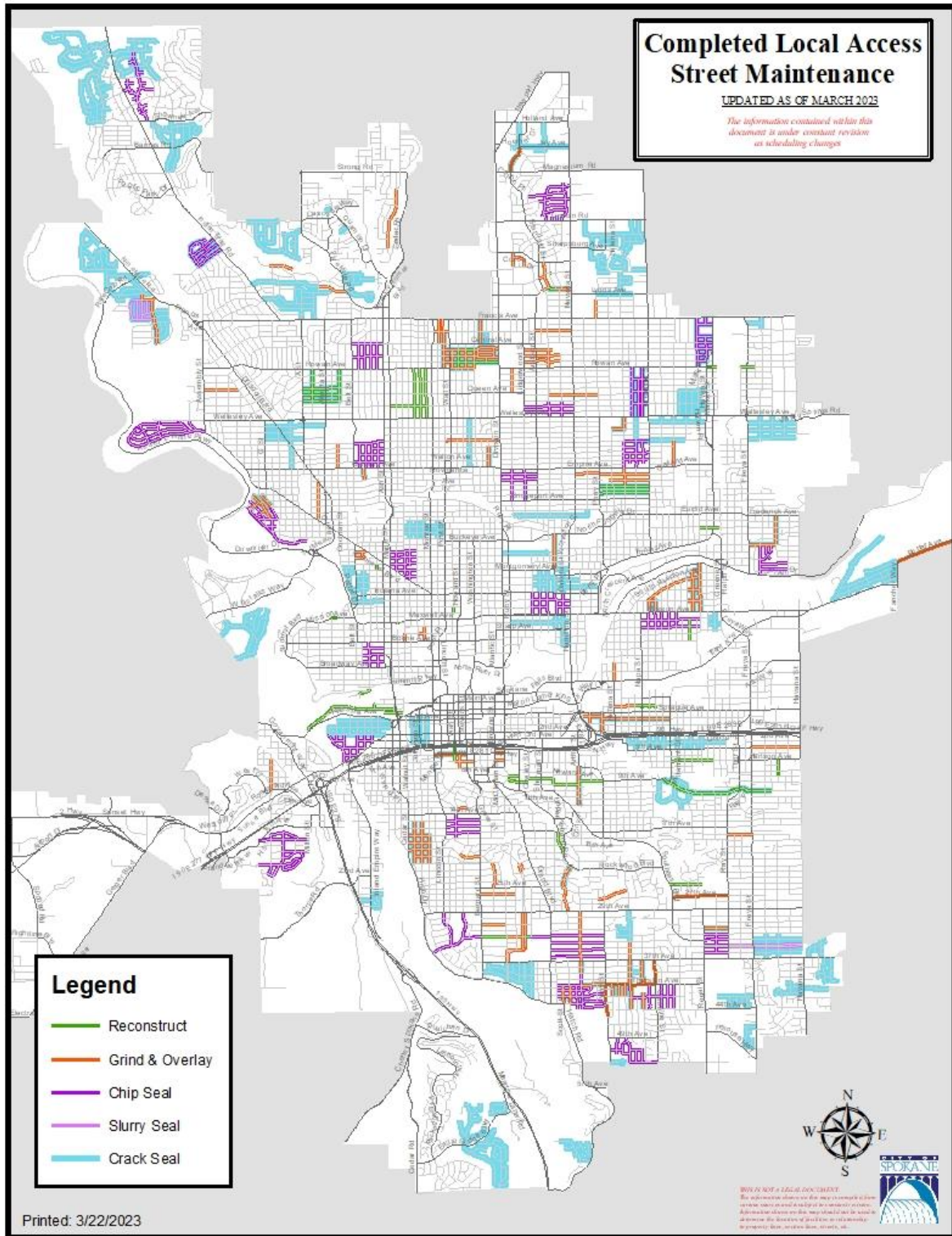
APPENDIX A

2022 TBD Project Completions Location Map



APPENDIX B

2012 - 2022 Completed Projects



20 21

Annual Report

TRANSPORTATION BENEFIT
DISTRICT



PROGRAM OVERVIEW

Overview, Scope, Board &
Outreach

FINANCIAL REPORT

Obligations & Revenue

TBD ACCOMPLISHMENTS

Maps

TBD Program Overview

FUNDING PRIORITIES

In February of 2011 the Transportation Benefits District (TBD) Board adopted Resolution 2010-0002 which established the Citizens' Transportation Advisory Board (CTAB). The CTAB is responsible for the review of transportation projects for their consistency with parameters established in Chapter 8.16 SMC and Ordinance No.C-34648 regarding how the TBD monies are to be used. By statute in RCW 36.73.020, the monies need to be used specifically for projects that serve to:

- Reduce risk of transportation facility failure and improve safety,
- improve travel time,
- improve air quality,
- increase daily and peak period trip capacity,
- improve modal connectivity,
- improve freight mobility, and
- preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.

PROJECT SCOPE

Projects need to be identified in the 6-Year Pavement Maintenance Program. The City Council has primarily chosen to implement project work for residential streets. Pursuant to Ordinance No. C-34690, a minimum of ten percent of the funds generated by the TBD will be directed to implement the pedestrian program of the 6-Year Comprehensive Street Program. The 6-Year Pavement Maintenance Program establishes the work components of the program including: pothole repair, sub-grade repair, crack sealing, skin patching, thick overlay, grind/overlay, and utility cut patching, in addition to other maintenance programs such as leaf pick-up, snow removal, street sweeping, street grading, restriping, weed control and pavement maintenance and repair for the City's 760 lane miles of arterial streets and 1,460 lane miles of residential streets.

REPORTING REQUIREMENTS

Resolution 2010-0002 instructs the CTAB to submit an annual report to the TBD Governing Board, City Council, with progress made in carrying out the Citizens' Transportation Advisory Board's responsibilities. Additionally, RCW 36.73.160(2) requires TBDs to issue an annual transportation improvement report detailing the district revenues, expenditures and the status of all projects, including cost and construction schedules. The report must be distributed to the public and newspapers of record in the district. This report serves both of those functions.

CTAB & TBD Members

CTAB MEMBER DETAILS

POSITION

MEMBER

TERM

District 1	Tom Morgan - Vice Chair	Stepped down
District 2	Brian Duncan	Expired 11/11/2021
District 3	Christopher Johnson	Stepped down
At-large	John Dietzman - Chair	Expired 11/11/2021
Bicycle Advisory Board (BAB)	Grant Shipley	Expires 11/11/2024
Plan Commission Transportation Subcommittee (PCTS)	Tom Sanderson/Cliff Winger	Expires 11/11/2024
Pedestrian Transportation and Traffic (PeTT)	Randy McGlenn - Chair	Expires 3/12/24
Human Rights Commission (HRC)	Hayley Harrison	Expires 11/11/2024

TERM LIMITS

On October 7th, 2013 the TBD Governing Board modified Resolution 2010-0002 to stagger term limits for the CTAB to prevent all appointments from expiring on the same date and year (those terms are reflected above).

Board appointments changed to allow all members to serve a three year term with the opportunity to serve one additional term of three years.

TBD GOVERNING BOARD

The role of TBD governing board was assumed by the Spokane City Council in Spokane Municipal code Section 08.16.040, in Ordinance C35557, passed November 20, 2017.

MEMBER

POSITION

Breean Beggs	Chair
Johnathan Bingle	District 1
Michael Cathcart	District 1
Lori Kinnear	District 2
Betsy Wilkerson	District 2
Zack Zappone	District 3
Karen Stratton	District 3
Shauna Harshman	TBD Administrator

TBD Outreach



COMMUNITY ENGAGEMENT

The existing public participation plan is designed to increase public awareness of the TBD, and the projects it funds. The goal has been to inform the Spokane community about how the TBD fees are being programmed. The plan identified a number of platforms and strategies to publicize the planned and constructed projects.

ACCOMPLISHMENTS

The TBD continued a positive working relationship with the Department of Licensing (DOL) and the Department of Revenue (DOR) which has significantly minimized the number of citizens being charged outside of the TBD boundary.

OUTREACH IN 2021

Continued to update information on the CTAB/TBD pages of the City of Spokane website.

MOVING FORWARD

Moving beyond informing the public to engaging the public.

"Our decisions about transportation.. determine the connections and barriers that people will encounter in their daily lives – and thus how hard or easy it will be for people to get where they need and want to go".
– *Elijah Cummings*

Financial Report

TOTAL TBD REVENUE TO DATE

Total Revenue	
Funds collected 2011	\$522,382.20
Funds collected 2012	\$2,520,311.82
Funds collected 2013	\$2,547,688.44
Funds collected 2014	\$2,786,148.50
Funds collected 2015	\$2,741,101.64
Funds collected 2016	\$2,889,405.93
Funds collected 2017	\$2,957,528.89
Funds collected 2018	\$3,065,198.38
Funds collected 2019	\$3,067,544.60
Funds collected 2020	\$3,350,186.86
Funds collected 2021	\$3,429,482.95
Total Revenue To Date:	\$29,876,980.21

PROGRAM EXPENDITURES TO DATE

Expenditure Category	2011-2014	2015	2016	2017	2018	2019	2020	2021	Total
Admin	\$18,090	\$12,976	\$16,595	\$21,043	\$19,856	\$16,377	\$9,127	\$9,765	\$123,829
Grind & Overlay	\$2,217,286	\$1,100,167	\$1,427,324	\$971,615	\$995,666	\$1,553,435	\$183,316	\$1,517,719	\$9,966,527
Chip Seal	\$2,015,185	\$535,185	\$758,694	\$708,629	\$1,432,386	\$1,165,309	\$40,295	\$1,612,018	\$8,267,701
Crack Seal	\$901,296	\$532,113	\$464,996	\$97,469	\$27,080	\$279,524	\$145,980	\$21,639	\$2,470,097
Sidewalk	\$739,776	\$334,861	\$55,848	\$38,755	\$294,940	\$394,415	\$317,621	\$42,990	\$2,219,206
Other*	\$346,675	\$51,766	\$0	\$48,983	\$277,907	\$492,011	\$412,963	\$0	\$1,630,305
Total:	\$6,238,309	\$2,567,068	\$2,723,457	\$1,886,494	\$3,047,835	\$3,901,072	\$1,109,302	\$3,204,131	\$24,677,666

Financial Report

PROGRAM OBLIGATIONS

Project	Active Project Allocations	Expenditures to Date	Remaining Obligation
Crack Seal (2018, 2019)	\$836,627	\$452,584	\$384,043
2019 Chip Seal	\$1,073,000	\$1,149,190	\$124
2021 Chip Seal	\$1,231,646	\$1,557,725	\$0
2019 Grind & Overlay	\$1,534,841	\$1,506,274	\$64,171
2021 Grind & Overlay	\$3,125,458	\$1,513,411	\$3,412,809
Cincinnati Greenway project	\$500,000	\$434,253	\$0
N River Dr Sidewalks	\$365,000	\$115,066	\$249,934
Driscoll/Alberta/Cochran Sidewalk	\$640,000	\$0	\$640,000
Mirco Overlay Pilot Program	\$200,000	\$0	\$200,000
Total:	\$9,506,572	\$6,728,503	\$4,951,081

TOTAL REVENUE

Funds Collected	Funds Spent	Obligations from 2019/2021	Funds rolled to 2022
\$29,876,980	\$24,677,666	\$4,951,081	\$248,234

PROJECTED YEARS

Estimated 2022 Rev	2022 Program Recommendations	Funds rolled to 2023
\$3,372,927	\$4,123,132	(\$501,971)

2021 Program Accomplishments

COMPLETED 2021 PROJECTS

The following street projects were completed in 2021 as approved in 2020.

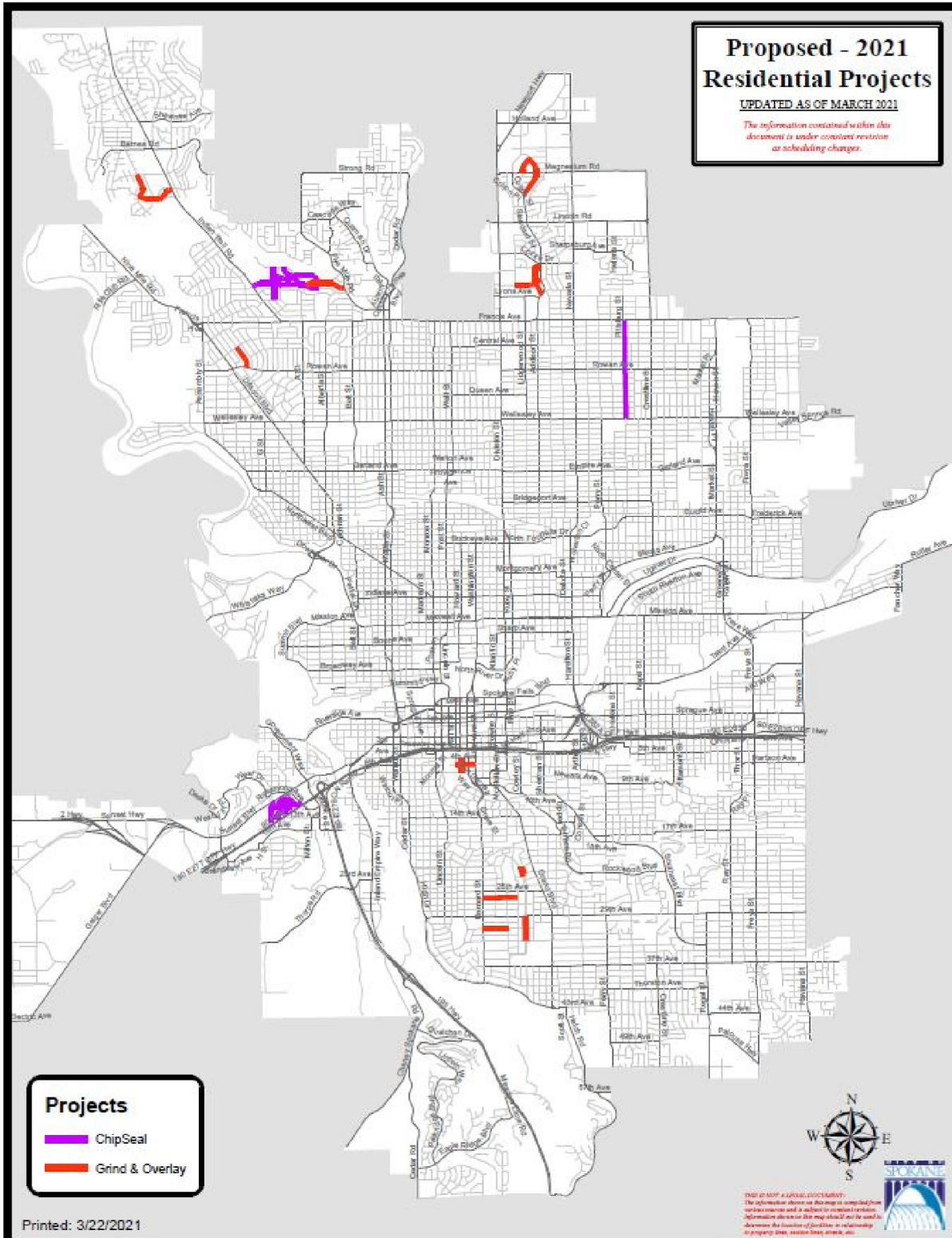
Completed Street Projects	
Project Name	Work Type
Howard from 7th to 5th	Grind
Manito Bl - 33rd to 29th	Grind
Manito - 22nd to Manito Pl	Grind
31st - Bernard to Division	Grind
6th Av - Wall to Washington	Grind
26th Av - Bernard to Tekoa	Grind

Completed Sidewalk Projects 2021	
Project	Status
North River Drive	Delayed to 2022

2021 Program Maps

PROPOSED AND COMPLETED 2021 RESIDENTIAL PROJECTS

The following projects were proposed for construction in 2021 as approved in 2020.



3.13

5 min

3.13 - CTAB residential streets, 2024 and 2025

Martin, Abigail M.

CP Pro Tem Kinnear- While CTAB hasn't had a quorum the last few months, we have had discussion, sans objection, about recommending the following project lists for 2024 and 2025. It's important to get them in the queue to ensure the work is completed in a timely manner. We request your consideration and hope for approval.

Attachments

[CTAB residential streets 2024 and 2025.docx](#)

[2024-2025Projects-071123.xlsx](#)

[RES for 2024 and 2025 CTAB projects \(v2 07-19-23\)\(CJW.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Office of the City Council
Contact Name	Abigail Martin
Contact Email & Phone	ammartin@spokanecity.org x6426
Council Sponsor(s)	Needed
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Proposed residential street repair, 2024 + 2025
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Citizen Transportation Advisory Board (CTAB) discussed and reviewed the proposed residential street repairs for 2024 and 2025 and, while there wasn't a quorum, there was discussion and no objection to the following recommendations.
Proposed Council Action	Resolution
Fiscal Impact	
Total Cost: <u>TBD</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? CTAB reviewed the proposed project list and funds available and works to consider equity and safety amongst the three districts.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The residential streets are reviewed by the Streets department and CTAB members and conditions are taken into consideration so that priority is afforded to ensuring safety for all communities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Discussion and some movement of projects has been done so that we can be assured the best use of funds and right-fit the solutions proposed. For example, if conditions have worsened so that a chip and seal is no longer the ideal solution and the project needs grind overlay, projects get moved around to accommodate funds available.	

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

This is in line with the functions of CTAB and the City's streets maintenance and benefits neighborhood safety.

<u>New Year</u>	<u>ProjYr</u>	<u>CDist</u>	<u>ProjType</u>	<u>ProjName</u>	<u>AreaYd</u>	<u>SegMi</u>	<u>LnMi</u>	<u>AVG PCI</u>	<u>AVG Age</u>	<u>Matrix</u>	<u>\$/yd</u>	<u>Cost</u>
2024	2024	1 - NE	Chip	Buckeye from Crestline to Market Et Al	43,250	2.35	4.70	68.8	49.5	3.9	\$18.00	\$778,500
2024	2024	1 - NE	Grind	Avon - Napa to Crestline	1,600	0.14	0.27	14.0	71.6	9.7	\$65.00	\$104,000
2024	2024	1 - NE	Grind	1st - Freya to Rebecca	2,413	0.14	0.27	30.0	74.7	8.2	\$65.00	\$156,867
2024	2024	2 - S	Chip	Hartson from Magnolia to Altamont Et Al	29,472	1.51	3.02	77.6	47.1	4.3	\$18.00	\$530,500
2024	2024	2 - S	Grind	Adams - 14th to 6th	11,256	0.53	1.06	26.9	94.5	10.0	\$65.00	\$731,626
2024	2024	3 - NW	Chip	Kensington/Chaucer Et Al	22,248	1.05	2.11	70.6	28.3	2.1	\$18.00	\$400,464
2024	2024	3 - NW	Grind	Shannon - Washington to Division	6,796	0.29	0.58	23.0	86.2	9.5	\$65.00	\$441,711
2024	2024	3 - NW	Grind	Carlisle - Belt to Ash	5,837	0.28	0.57	51.0	68.9	8.2	\$65.00	\$379,419
2025	2025	1 - NE	Chip	Wilding from Standard to Lincoln Et Al	32,953	1.55	3.10	63.8	37.5	3.8	\$18.00	\$593,160
2025	2025	1 - NE	Grind	Magnolia - Pacific to Sprague	3,700	0.14	0.28	35.0	75.7	7.4	\$65.00	\$240,500
2025	2025	1 - NE	Grind	Sinto - Hamilton to Superior	3,556	0.15	0.30	40.0	87.4	7.9	\$65.00	\$231,111
	2025	1 - NE	Grind	Greene - Sprague to Main	2,938	0.13	0.25	40.5	71.3	7.0	\$65.00	\$190,956
	2025	2 - S	Chip	11th Et Al	27,000	1.34	2.67	45.9	40.6	5.4	\$18.00	\$486,008
2025	2025	2 - S	Grind	20th/McClellan - Bernard to 19th	2,870	0.16	0.33	40.0	68.2	6.9	\$65.00	\$186,550
2025	2025	2 - S	Grind	Christmas Tree/Rockwood Pine	5,573	0.32	0.63	50.3	60.6	5.5	\$65.00	\$362,267
2025	2025	3 - NW	Chip	Augusta from Monroe to Howard Et Al	23,926	1.33	2.65	72.2	37.5	2.8	\$18.00	\$430,660
2025	2025	3 - NW	Grind	Upton - A to Nettleton	6,050	0.34	0.69	17.7	80.9	9.8	\$65.00	\$393,250
2025	2025	3 - NW	Grind	Elm - Central to Francis	4,453	0.25	0.51	23.5	70.5	8.7	\$65.00	\$289,467
2025	2026	1 - NE	Grind	Queen - Crestline to Stone	2,969	0.13	0.25	43.0	76.6	7.0	\$65.00	\$192,978
2025	2027	2 - S	Chip	Chestnut St Et Al	33,650	1.84	3.68	84.9	21.7	1.8	\$18.00	\$605,698

RESOLUTION NO. 2023-_____

A Resolution adopting the revised allocations and project prioritization from the 2024-2025 Two Year Residential Street Maintenance Program utilizing Transportation Benefit District Funding.

WHEREAS, pursuant to Chapter 36.73 RCW and RCW 35.21.255, which authorize cities to establish a transportation benefit district, the City of Spokane enacted Ordinance No. C-34648 establishing the City of Spokane Transportation Benefit District ("District") codified in Chapter 8.16 of the Spokane Municipal Code (SMC); and

WHEREAS, consistent with state law, SMC 8.16.060 established that the funds generated by the Transportation Benefit District may be used for any purpose allowed by law including to operate the District and to make transportation improvements that are consistent with existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW; and

WHEREAS, pursuant to SMC 04.37.020, the Citizens Transportation Advisory Board (CTAB) is charged with making recommendations to City Council regarding the allocation of District program funds, including the funds allocated by the Street Department for residential street maintenance; and

WHEREAS, on October 28, 2021, the City Council adopted Ord. No. C36065 stating the funds shall be used for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, and programs set forth in the most recently adopted versions of the following City of Spokane transportation plans: Six-Year Comprehensive Street Program, Six-Year Pavement Maintenance Program, Bicycle Master Plan, and the Pedestrian Master Plan; including the allocation of at least ten percent of revenue generated pursuant to SMC 8.16.060 to implement the pedestrian program of the City's six-year comprehensive street program; and

WHEREAS, on June 21, 2021, the City Council approved Resolution No. 2022-2027 adopting the 2022-2027 Six Year Comprehensive Street Program; and

WHEREAS, the CTAB has met several times over the past months to review increased costs for transportation improvements applicable to the City's two-year pavement maintenance program, revising the project list to meet available funding; and

WHEREAS, CTAB, while not able to formally vote on recommendations due to a lack of quorum, has discussed preferred use of District funds and reached a consensus regarding the same; and

WHEREAS, the CTAB revised recommendations for funding and project allocation were presented to the Spokane City Council at the July 24, 2023, Public Infrastructure, Environment, and Sustainability committee; and

WHEREAS, the City Council, hereby finds it to be in the best interest of the District to adopt budget allocations and project prioritization for 2024 and 2025 consistent with the enabling provisions of state law and the Spokane Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council, in its capacity as the District governing board, that:

Section 1. Approval of budget allocation and project prioritization: The budget allocation and project prioritization as set forth in Exhibit A are approved for the 2024-2025 budget years for the applicable funds generated pursuant to Chapter 36.73 RCW and RCW 35.21.255, Chapter 8.16 of the Spokane Municipal Code (SMC). The funds shall be allocated to the City of Spokane pursuant to the interlocal agreement entered into between the City and the City of Spokane Transportation Benefit District and allocated and expended as set forth in this resolution.

Section 2. Approved Projects. The revenue from the twenty dollar vehicle fee shall only be expended for improvements to operation, preservation, and maintenance of the City's facilities, functions, activities, and programs set forth in the most recently adopted versions of the following City of Spokane transportation plans: Six-Year Comprehensive Street Program, Six-Year Pavement Maintenance Program, Bicycle Master Plan, and the Pedestrian Master Plan as adopted and specifically allocated pursuant to this resolution and Exhibit A.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.14 - Traffic Calming priorities 2024

Martin, Abigail M.

CP Kinnear and CMs Cathcart and Zappone- Submitting the proposed list for the next four year cycle of Traffic Calming priorities. Also submitting for consideration the 2024 projects out of the list of priorities generated by the neighborhoods at the series of Traffic Calming workshops. The list was generated with adherence to the resolution delineating allocation method.

Attachments

[BP- Proposed 2024 Traffic Calming projects.docx](#)

[2023 RES Exhibit B \(All Projects\).xlsx](#)

[RES 2023 \(Traffic Calming Funded Projects \(Draft v3 07-19-23\).docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Office of the City Council
Contact Name	Abigail Martin
Contact Email & Phone	ammartin@spokanecity.org x6426
Council Sponsor(s)	CMs Cathcart and Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Proposed 2024 Traffic Calming projects
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Seeking Council approval of projects approved by the Traffic Calming subcommittee for 2024 construction of the priorities shared at the Traffic Calming workshops in May. These projects consider historical investment by neighborhood, neighborhood concerns, equity across districts, current funds available, grant opportunities, and strategic construction coordination.
Proposed Council Action	Resolution
<p>Fiscal Impact Total Cost: <u>TBD</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Budget of all projects has been reviewed and is within the current capacity of the Traffic Calming fund while still honoring other Traffic Calming commitments.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? ICM did a great job examining allocations for Traffic Calming projects, back to 2014, and uplifting/prioritizing the neighborhoods that have had historical underinvestment. City Council’s Traffic Calming subcommittee also considered equity across districts, safety concerns, and construction timelines and considerations.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Studies are conducted prior to many of the projects, and equity considerations have been at the forefront of the work. Safety for vulnerable communities (walkers, cyclists, youth and the elderly) have also been a regular part of prioritization.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data can be examined before and after the projects, and data has driven the engineers proposed solutions.	

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

This project list contributes to our streets plans, neighborhood councils' visioning for their neighborhood, community concerns about safety.

EXHIBIT B
2023-2026 TRAFFIC CALMING PROJECTS

Current Council District	Neighborhood	Project	Sum of funding R	Revised Funding	Retkshop #	# Pri Workshop #	Constructable in 2024?	Historically Underinvested	Funding Cap from Resolution	Under Funding Cap	Staff Recommends Funding for late 2024 construction	Staff Recommends Funding for 2025 construction
D1	Chief Garry	Stevens Elementary ADA	\$ 509,000.00	\$ 509,000.00	-	1	yes other funding		300000	No		
D2	East Central	9th (Altamont to Perry)	\$ 288,000.00	\$ 288,000.00	-	1	yes		300000	Yes		Yes
D1	Hillyard	Haven (Wellesley to Market)	\$ 341,000.00	\$ 341,000.00	-	1	yes		300000	No		Yes
D1	Logan	Marietta Ave Sidewalk	\$ 410,000.00	\$ 410,000.00	-	1	yes		300000	No		Yes
D1	Shiloh Hills	Standard-Colton (Magnesium to Franc	\$ 763,000.00	\$ 500,000.00	-	1	yes	Yes	500000	Yes	Yes	
D1	Whitman	Pittsburg (Central to Francis)	\$ 221,000.00	\$ 221,000.00	-	1	yes		300000	Yes		Yes
D3	Browne's Addition	2nd @ Elm	\$ 232,000.00	\$ 232,000.00	-	1	yes	Yes	500000	Yes	Yes	
D2	Comstock	37th (High to Bernard)	\$ 714,000.00	\$ 714,000.00	-	1	yes		300000	No		Yes
D2	Grandview-Thorpe	16th (Milton to 17th)	\$ 1,886,000.00	\$ 1,886,000.00	-	1	no		300000			
D2	Lincoln Heights	17th (Havana to Rockwood)	\$ 1,062,000.00	\$ 1,062,000.00	-	1	yes		300000	No		Yes
D2	Manito-Cannon Hill	Grand Blvd (17th to 29th)	\$ 1,539,000.00	\$ 1,539,000.00	-	1	no		300000			
D3	Peaceful Valley	Clarke Ave	\$ 246,000.00	\$ 246,000.00	-	1	yes	yes	500000	Yes	Yes	
D1	Riverside	Riverside @ Stevens	\$ 122,000.00	\$ 122,000.00	-	1	no	yes	500000			Yes
D3	Audubon Downriver	NW Blvd (TJ to Assembly)	\$ 573,000.00	\$ 573,000.00	-	1	yes		300000	No		Yes
D3	Balboa South Indian Trail	Indian Trail (Holyoke to Janice)	\$ 1,366,000.00	\$ 300,000.00	-	1	yes		300000	Yes	Yes	
D3	Emerson-Garfield	Buckeye @ Washington	\$ 592,000.00	\$ 592,000.00	-	1	no		300000			Yes
D3	Five Mile	Strong Rd (Elm to Cedar)	\$ 149,000.00	\$ 149,000.00	-	1	yes		300000	Yes		Yes
D3	North Hill	Rowan @ Maple-Ash Couplet	\$ 2,330,000.00	\$ 2,330,000.00	-	1	no		300000			Yes
D3	North Indian Trail	Shawnee @ Farmdale	\$ 288,000.00	\$ 288,000.00	-	1	yes		300000	Yes		Yes
D3	Northwest	Francis @ A St	\$ 1,197,000.00	\$ 1,197,000.00	-	1	no		300000			Yes
D3	West Central	Summit, Broadway, Boone, Maxwell/I	\$ 744,000.00	\$ 300,000.00	-	1	yes		300000	Yes	?	Yes
D2	Cliff Cannon	Walnut-Maple-Cedar	\$ 749,000.00	\$ 749,000.00	-	1 tied	no		500000			Yes
D2	Cliff Cannon	Grand Blvd (9th to 17th)	\$ 1,510,000.00	\$ 1,510,000.00	-	1 tied	no	yes	500000			
D2	Rockwood	Rockwood @ Sumner	\$ 483,000.00	\$ 483,000.00	-	1 tied	no		300000			Yes
D2	Rockwood	Grand Blvd (9th to 17th)	\$ -	\$ -	-	1 tied	no		300000			
D2	Rockwood	Grand Blvd (17th to 29th)	\$ -	\$ -	-	1 tied	no		300000			
D2	Southgate	Freya @ 44th	\$ 426,000.00	\$ 300,000.00	-	1 tied	yes		300000	Yes		Yes
D2	Southgate	Freya (45th to Palouse)	\$ 550,000.00	\$ 550,000.00	-	1 tied	no		300000			
D1	Chief Garry	Mission @ Crestline and Chief Garry P	\$ 93,000.00	\$ 93,000.00	-	2			300000			
D2	East Central	Grant Elementary	\$ 10,000.00	\$ 10,000.00	-	2			300000			
D1	Hillyard	Bruce (Crestline to Lee)	\$ 499,000.00	\$ 499,000.00	-	2			300000			
D1	Logan	Logan Elementary SRTS	\$ 662,000.00	\$ 662,000.00	-	2			300000			
D1	Shiloh Hills	Standard @ St Thomas More Way	\$ 240,000.00	\$ 240,000.00	-	2	yes		500000			
D1	Whitman	Crown (Helena to Magnolia)	\$ 384,000.00	\$ 384,000.00	-	2			300000			
D3	Browne's Addition	2nd @ Cannon	\$ 262,000.00	\$ 262,000.00	-	2			300000			
D2	Grandview-Thorpe	17th @ D St	\$ 24,000.00	\$ 24,000.00	-	2			300000			
D2	Lincoln Heights	Rockwood Retirement Walk Path	\$ 219,000.00	\$ 219,000.00	-	2			300000			
D2	Manito-Cannon Hill	Bernard (18th to 21st)	\$ 547,000.00	\$ 547,000.00	-	2			300000			
D3	Peaceful Valley	Main @ Cedar	\$ 13,000.00	\$ 13,000.00	-	2	yes		500000			
D1	Riverside	2nd @ browne	\$ 291,000.00	\$ 291,000.00	-	2	yes		500000			
D3	Audubon Downriver	Belt @ Longfellow	\$ 240,000.00	\$ 240,000.00	-	2			300000			
D3	Balboa South Indian Trail	Maple-Ash @ Country Homes	\$ 709,000.00	\$ 709,000.00	-	2			300000			
D3	Emerson-Garfield	Buckeye (Post to Division)	\$ 494,000.00	\$ 494,000.00	-	2			300000			
D3	Five Mile	Strong @ Nettleton	\$ 173,000.00	\$ 173,000.00	-	2			300000			
D3	North Hill	Ash St (Francis to Courtland)	\$ 579,000.00	\$ 579,000.00	-	2			300000			
D3	North Indian Trail	Indian Trail (Bedford to Ridgecrest)	\$ 510,000.00	\$ 510,000.00	-	2			300000			
D3	Northwest	Francis @ Fotheringham	\$ 450,000.00	\$ 450,000.00	-	2			300000			
D3	West Central	Broadway @ Chestnut and Elm	\$ 686,000.00	\$ 686,000.00	-	2			300000			
D1	Chief Garry	Marshall (Mission to Regal)	\$ 317,000.00	\$ 317,000.00	-	3			300000			
D2	East Central	Rebecca (4th to 5th)	\$ 8,000.00	\$ 8,000.00	-	3			300000			
D1	Hillyard	Market-Haven Couplet (Rich to Josepl	\$ 462,000.00	\$ 462,000.00	-	3			300000			
D1	Logan	North Foothills Drive	\$ 317,000.00	\$ 317,000.00	-	3			300000			
D1	Shiloh Hills	Standard @ Lyons	\$ 138,000.00	\$ 138,000.00	-	3	yes		500000			
D1	Whitman	Nebraska (Nevada to Napa)	\$ 368,000.00	\$ 368,000.00	-	3			300000			
D3	Browne's Addition	Spruce @ CdA	\$ 266,000.00	\$ 266,000.00	-	3			300000			
D2	Cliff Cannon	Cliff Drive @ Edwidge Woldson	\$ 1,115,000.00	\$ 1,115,000.00	-	3	yes		500000			
D2	Grandview-Thorpe	14th Ave (Trolley to Fish Lake)	\$ 747,000.00	\$ 747,000.00	-	3			300000			
D2	Lincoln Heights	Ray (17th to 29th)	\$ 853,000.00	\$ 853,000.00	-	3			300000			
D2	Manito-Cannon Hill	25th (Bernard to Tekoa)	\$ 382,000.00	\$ 382,000.00	-	3			300000			
D3	Peaceful Valley	Spruce St Stairs	\$ 1,816,000.00	\$ 1,816,000.00	-	3	yes		500000			
D1	Riverside	3rd @ Division	\$ 122,000.00	\$ 122,000.00	-	3	yes		500000			
D2	Southgate	37th @ Napa	\$ 206,000.00	\$ 206,000.00	-	3			300000			
D3	Audubon Downriver	NW Blvd @ TJ	\$ 86,000.00	\$ 86,000.00	-	3			300000			
D3	Balboa South Indian Trail	Woodside (Indian Trail to Five Mile)	\$ 115,000.00	\$ 115,000.00	-	3			300000			
D3	Emerson-Garfield	Corbin Park	\$ 424,000.00	\$ 424,000.00	-	3			300000			
D3	Five Mile	Cascade Way (Five Mile to Austin)	\$ 13,000.00	\$ 13,000.00	-	3			300000			
D3	North Hill	Madison (Rowan to Garland)	\$ 154,000.00	\$ 154,000.00	-	3			300000			
D3	North Indian Trail	Pamela (Barnes to Pacific Park)	\$ 114,000.00	\$ 114,000.00	-	3			300000			
D3	West Central	Broadway (Maple to Courthouse)	\$ 459,000.00	\$ 459,000.00	-	3			300000			
D1	Logan	Montgomery @ Cincinnati	\$ -	\$ -	-	4			300000			
D1	Shiloh Hills	Magnesium (Nevada to N Dakota)	\$ -	\$ -	-	4	yes		500000			
D1	Whitman	Martin (Queen to Rowan)	\$ -	\$ -	-	4			300000			
D3	Browne's Addition	1st @ Maple	\$ -	\$ -	-	4			300000			
D2	Comstock	37th @ Perry	\$ -	\$ -	-	4			300000			
D2	Grandview-Thorpe	21st @ D St	\$ -	\$ -	-	4			300000			
D2	Manito-Cannon Hill	29th (Lincoln to High)	\$ -	\$ -	-	4			300000			
D3	Peaceful Valley	Cedar St Stairs	\$ -	\$ -	-	4	yes		500,000			
D1	Riverside	3rd @ Howard	\$ -	\$ -	-	4	yes		500,000			
D2	Rockwood	Rockwood (11th to 12th)	\$ -	\$ -	-	4			300000			
D2	Southgate	Palouse (Freya to Regal)	\$ -	\$ -	-	4			300000			
D3	Audubon Downriver	Wellesley @ Flett MS	\$ -	\$ -	-	4			300000			
D3	Balboa South Indian Trail	Five Mile (Cochran to Ash)	\$ -	\$ -	-	4			300000			
D3	Emerson-Garfield	Audubon Elementary	\$ -	\$ -	-	4			300000			
D3	Five Mile	Cedar (Strong to Johanssen Rd)	\$ -	\$ -	-	4			300000			
D3	North Hill	Neighborhood Park Zones	\$ -	\$ -	-	4			300000			
D3	North Indian Trail	Indian Trail Ped/Bike Connection	\$ -	\$ -	-	4			300000			
D3	West Central	Holmes Elementary	\$ -	\$ -	-	4			300000			
D1	Logan	Upriver (North Center to Crestline)	\$ -	\$ -	-	5			300000			
D1	Whitman	Napa (Nebraska to Francis)	\$ -	\$ -	-	5			300000			
D2	Browne's Addition	Sunset (2nd to Spruce)	\$ -	\$ -	-	5			300000			
D3	Comstock	33rd @ Grand	\$ -	\$ -	-	5			300000			
D2	Manito-Cannon Hill	28th (Bernard to High)	\$ -	\$ -	-	5			300000			
D3	Peaceful Valley	Main @ Maple	\$ -	\$ -	-	5	yes		500,000			
D1	Riverside	Pacific @ Browne	\$ -	\$ -	-	5	yes		500,000			
D2	Southgate	44th (Altamont to Cook)	\$ -	\$ -	-	5			300000			
D3	Audubon Downriver	Wellesley @ Alberta	\$ -	\$ -	-	5			300000			
D3	Balboa South Indian Trail	Francis @ Five Mile Shopping Center	\$ -	\$ -	-	5			300000			
D3	Emerson-Garfield	Monroe to Post cross streets	\$ -	\$ -	-	5			300000			
D3	Five Mile	Strong Rd (Five Mile to Nettleton)	\$ -	\$ -	-	5			300000			
D3	North Hill	Providence @ Wall-Post Couplet	\$ -	\$ -	-	5			300000			
D3	Northwest	Greenwood @ Litchfield	\$ -	\$ -	-	5			300000			
D2	Comstock	33rd @ Lincoln Dr	\$ 134,000.00	\$ 134,000.00	-	2 tied			300000			
D2	Comstock	37th (Bernard to Grand)	\$ 94,000.00	\$ 94,000.00	-	2 tied			300000			
D3	Northwest	Wellesley @ Driscoll	\$ 600,000.00	\$ 600,000.00	-	3 tied			300000			
D3	Northwest	Wellesley @ Assembly	\$ 586,000.00	\$ 586,000.00	-	3 tied			300000			
D2	Cliff Cannon	Cedar (12th to 21st)	\$ -	\$ -	-	4 tied	yes		500,000			
D2	Cliff Cannon	5th @ Lincoln-Monroe Couplet	\$ -	\$ -	-	4 tied	yes		500,000			
D2	Lincoln Heights	Ray @ 25th	\$ -	\$ -	-	4 tied			300000			
D2	Lincoln Heights	29th @ Fiske and Mt Vernon	\$ -	\$ -	-	4 tied			300000			
D1	Bemiss	Market Street (Garland to Illinois)	\$ 50,000.00	\$ 50,000.00	2		Yes		300000	Yes		Yes
D1	Bemiss	Wellesley @ Crestline	\$ 62,000.00	\$ 62,000.00	3				300000			
D1	Bemiss	Illinois @ Crestline	\$ 186,000.00	\$ 186,000.00	4a				300000			
D1	Bemiss	Euclid (Market to Crestline)	\$ 430,000.00	\$ 430,000.00	4b				300000			
D1	Bemiss	Regal @ Rich	\$ 59,000.00	\$ 59,000.00	51		Yes		300000	Yes		Yes
D1	Chief Garry	Mission @ Magnolia	\$ -	\$ -	2				300000			
D2	East Central	9th @ Altamont	\$ -	\$ -					300000			
D1	Minnehaha	Euclid-Frederick Corridor	\$ 1,048,000.00	\$ 1,048,000.00	1		No		300000			
D1	Minnehaha	Freya (Euclid to Bridgeport)	\$ 331,000.00	\$ 300,000.00	2		yes		300000	Yes	?	Yes
D1	Minnehaha	Marietta @ Freya	\$ 262,000.00	\$ 262,000.00	3				300000			
D1	Minnehaha	Myrtle @ Frederick	\$ 16,000.00	\$ 16,000.00	4				300000			
D1	Minnehaha	Euclid @ Ferrall	\$ 101,000.00	\$ 101,000.00	5				300000			
D1	Nevada	Liberty @ Lidgerwood	\$ 371,000.00	\$ 371,000.								

**EXHIBIT B
2023-2026 TRAFFIC CALMING PROJECTS**

D2	West Hills	A st (Riverside to 7th Ave)	\$ 64,000.00	\$ 64,000.00	4	300000			
D2	West Hills	Sand Ridge Ave (Gov't Way to Whistal	\$ 50,000.00	\$ 50,000.00	5a	300000			
D2	West Hills	F St @ Whittier Park	\$ 725,000.00	\$ 725,000.00	5b	300000			
Grand Total			\$ 54,803,000.00	\$ 52,847,000.00				\$ 2,149,000	\$ 10,814,000

\$ 21,455,000

Traffic Calming and School Safety Funding

Old Council District	Current Council District	Neighborhood	Total Investment thru Cycle 10	Historically Underinvested?
D1	D1	Bemiss	\$ 573,996	
D1	D1	Chief Garry	\$ 767,747	
D1	D2	East Central	\$ 633,193	
D1	D1	Hillyard	\$ 479,000	
D1	D1	Logan	\$ 669,430	
D1	D1	Minnehaha	\$ 662,292	
D1	D1	Nevada Heights	\$ 52,000	Yes
D1	D1	Shiloh Hills	\$ -	Yes
D1	D1	Whitman	\$ 1,941,807	
D2	D3	Browne's Addition	\$ 20,000	Yes
D2	D2	Cliff Cannon	\$ 174,250	Yes
D2	D2	Comstock	\$ 882,463	
D2	D2	Grandview-Thorpe	\$ 585,350	
D2	D2	Latah-Hangman	\$ -	Yes
D2	D2	Lincoln Heights	\$ 745,040	
D2	D2	Manito-Cannon Hill	\$ 501,845	
D2	D3	Peaceful Valley	\$ 58,571	Yes
D2	D1	Riverside	\$ -	Yes
D2	D2	Rockwood	\$ 217,500	
D2	D2	Southgate	\$ 305,427	
D2	D2	West Hills	\$ 349,682	
D3	D3	Audubon Downriver	\$ 885,437	
D3	D3	Balboa South Indian Trail	\$ 482,000	
D3	D3	Emerson-Garfield	\$ 366,213	
D3	D3	Five Mile	\$ 474,494	
D3	D3	North Hill	\$ 1,135,277	
D3	D3	North Indian Trail	\$ 630,000	
D3	D3	Northwest	\$ 1,013,770	
D3	D3	West Central	\$ 365,000	

RESOLUTION NO. 2023-_____

A resolution regarding the approval of year 2024 traffic calming applications and projects to be paid through the Traffic Calming Measures Fund.

WHEREAS, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which the neighborhoods themselves applied for; and

WHEREAS, the City Council historically has adopted several resolutions regarding the allocation of funds generated from automated traffic safety cameras, with the most recent allocation set forth in Resolution 2022-0037 for the “Cycle 10” projects; and

WHEREAS, on July 10, 2023, the City Council adopted Resolution 2023-0057, which institutes a new allocation criteria and funding process for traffic calming projects that incorporates a four-year funding cycle, commencing with year 2023 and continuing through year 2026, and further which takes into account historical investment of traffic calming funds invested in each council district, the comparative costs of individual projects, and the most favorable timing for commencement of each project; and

WHEREAS, throughout the years 2022 and 2023, City staff have conducted extensive outreach among and with the 29 neighborhoods in Spokane to finalize their list of priority traffic calming projects; and

WHEREAS, consistent with Resolution 2023-0057 and the expressed preferences of neighborhoods, the City Council endorses the use of traffic calming funds for the projects identified in this resolution, with the actual commencement of projects in 2024 to be as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED that, consistent with Resolution 2023-0057 and this resolution, the total cost of all projects approved for commencement in 2024 and charged to the Traffic Calming Fund shall be \$_____, and shall consist of those projects identified on the attached Exhibit “A,” which is incorporated herein by reference, and

AND IT IS FURTHER RESOLVED, that the list of approved traffic calming projects and funding for the year 2023-2026 are as set forth in the attached Exhibit “B,” (the “2023-2026 Project List”) which is incorporated herein by reference, and

AND IT IS FURTHER RESOLVED, that approved traffic calming projects for the years 2025-2026 shall be by separate resolution; and

AND IT IS FURTHER RESOLVED that, to the extent consistent with Resolution 2023-0057, each neighborhood with a priority traffic calming project that is identified in the 2023-2026 Project List but which is not otherwise commenced in 2024 shall be able to “bank” its allocations from year-to-year until such time as the aggregate allocation of traffic calming funds to that neighborhood is sufficient to fund its priority traffic calming

project; and

AND IT IS FURTHER RESOLVED that nothing in this resolution shall be deemed to alter the allocations and funding set forth in the “Cycle 10” projects in Resolution 2022-0037 or to otherwise affect projects already underway as of the date of this resolution.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT A
Resolution 2023-_____
2024 Traffic Calming Projects

District	Neighborhood	Project	Project Cost	
D1	Shiloh Hills	Standard-Colton (Magnesium to Francis)	\$	500,000.00
D3	Browne's Addition	2nd @ Elm	\$	232,000.00
D3	Peaceful Valley	Clarke Ave	\$	246,000.00
D3	Balboa South Indian Trail	Indian Trail (Holyoke to Janice)	\$	300,000.00
D1	Nevada	Liberty @ Lidgerwood	\$	371,000.00
D2	Latah-Hangman	Lincoln Way (Osprey to Qualchan)	\$	500,000.00
D2	Southgate	Freya @ 44th	\$	300,000.00
D2	East Central	9th (Altamont to Perry)	\$	288,000.00
				\$2,149,000

3.15 - Ordinance RE: Regulations of Residential Rental

Council Sponsors: CM Bingle & CM Cathcart

Early in 2022 the City Council adopted a new chapter in the SMC to provide pandemic-related relief to tenants, consistent with state law and proclamations on evictions. These SMC provisions, in Chapter 18.08, have become obsolete in light of current state law, and require landlords to comply with programs that are no longer active, especially with respect to evictions. The practical effect has been to interfere with landlords' abilities to lawfully evict tenants for non-payment of rent when a portion of the rent accrued during the pandemic.

Attachments

[2023.07.07 SMC 18.08 repeal and 10.57.115 - ver 5 ES \(Clean\).docx](#)

[BP - Repeal of 18.08.docx](#)

ORDINANCE NO. C - _____

AN ORDINANCE relating to Regulations of Residential Rental Housing; adopting a new section 10.57.115 to chapter 10.57 SMC; and repealing SMC 18.08.010, 18.08.020, 18.08.030, 18.08.040, 18.08.050, 18.08.060, 18.08.070, 18.08.080, 18.08.090, 18.08.100, 18.08.110, 18.08.120, 18.08.130, 18.08.140, 18.08.150, and 18.08.160 to chapter 18 of the Spokane Municipal Code; setting an effective date, and declaring an emergency.

WHEREAS, in response to the COVID-19 pandemic, the Washington Legislature in 2021 enacted Engrossed Second Substitute Senate Bill 5160, with the stated purpose of addressing landlord-tenant relations during the COVID-19 public health emergency,

WHEREAS, pursuant to RCW 59.18.630 and ESSB 5160, the statewide eviction moratorium instituted by the Governor of the State of Washington under proclamation 20-19.6 ended on June 30, 2021; and

WHEREAS, ESSB 5160 established, among other provisions, a requirement that landlords offer a repayment plan for unpaid rent that accrued during the COVID-19 pandemic and to participate in the Eviction Resolution Pilot Program; and

WHEREAS, as of May 1, 2023, landlords are no longer required to offer tenants a repayment plan for any unpaid rent accrued on or after May 1, 2023, but must still offer tenants a repayment plan for any unpaid rent accrued between March 1, 2020 and April 30, 2023, and

WHEREAS, the Eviction Resolution Pilot Program established under RCW 59.18.660 expired on July 1, 2023, and, after that date, landlord participation in the Eviction Resolution Pilot Program is no longer be a pre-requisite to filing court eviction proceedings for non-payment of rent, and

WHEREAS, in an effort to establish a local statutory scheme for regulation of landlord tenant relations during the COVID-19 pandemic, the City adopted Ordinance C36164, which established a new chapter 18.08 in the Spokane Municipal Code to codify local preconditions for residential evictions and to institute further provisions regarding unpaid rent accrued during the pandemic; and

WHEREAS, many provisions in SMC 18.08 now are either obsolete or inconsistent with state law; and

WHEREAS, the City Council finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions; and

WHEREAS, as a result, the City is amending relevant ordinances.

- - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.57.115 to chapter 10.57 SMC to read as follows:

10.57.115 Future Rent – COVID-19 Repayment

A. For rent accruing after April 30, 2023, it is the expectation that tenants will pay rent in full, negotiate a lesser amount or a payment plan with the tenant’s landlord, or actively seek rental assistance if assistance is needed, consistent with the requirements of RCW 59.18.

B. For rent owed that accrued due to COVID-19 or the economic effects of the pandemic (such as, without limitation, loss or reduction of income in connection with COVID-19) on or after February 29, 2020 through April 30, 2023, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate if the landlord has made no attempt to establish a reasonable repayment plan with the tenant. Tenants must respond to landlords within 14 days of the landlord’s offer. If a tenant fails to accept the terms of a reasonable repayment plan or if the tenant defaults on any rent owed under a repayment plan, a landlord must first provide notice to the tenant of the default, and then follow the procedures provided in Chapter 59.18 RCW, before filing an unlawful detainer action based in whole or in part on non-payment.

Section 2. That there is adopted a new section 10.57.116 to chapter 10.57 SMC to read as follows:

10.57.116 Enforceable Debt

A. If based in whole or in part on any arrears for a current tenant that accrued due to COVID-19 or the economic effects of the pandemic (such as, without limitation, loss or reduction of income in connection with COVID-19) on or after February 29, 2020 to April 30, 2023, landlords are prohibited from treating any unpaid rent or other charges related to a dwelling as an enforceable debt or obligation that is owing or collectable, if the

landlord has made no attempt to establish a reasonable repayment plan with the tenant in the manner set forth in section 10.57.116. This prohibition against enforcing a debt arising from unpaid rent includes attempts to collect, or threats to collect, independently or through a collection agency, by filing an unlawful detainer or other judicial action, by withholding any portion of a security deposit, by reporting to credit bureaus, or by any other means.

Section 3. That section 10.57.130 of chapter 10.57 is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.
2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.
3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116.

~~((3))~~ 4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination ~~((, and Title 18 of the Spokane Municipal Code)).~~

Section 4. That SMC section 18.08.010 entitled “Purpose and Intent is repealed.

Section 5. That SMC section 18.08.020 entitled “Definitions” is repealed.

Section 6. That SMC section 18.08.030 entitled “Past Rent Owed” is repealed.

Section 7. That SMC section 18.08.040 entitled “Enforceable Debt” is repealed.

Section 8. That SMC section 18.08.050 entitled “Future Rent Owed” is repealed.

Section 9. That SMC section 18.08.060 entitled “Late Fees” is repealed.

Section 10. That SMC section 18.08.070 entitled “Written Notice of Resources and Programs” is repealed.

Section 11. That SMC section 18.08.080 entitled “Reasonable Payment Plans” is repealed.

Section 12. That SMC section 18.08.090 entitled “Permissible Unlawful Detainer Actions” is repealed.

Section 13. That SMC section 18.08.100 entitled “Local Law Enforcement Involvement in Evictions Prohibited” is repealed.

Section 14. That SMC section 18.08.110 entitled “Communications” is repealed.

Section 15. That SMC section 18.08.120 entitled “Retaliation Prohibited” is repealed.

Section 16. That SMC section 18.08.130 entitled “Right to Legal Counsel” is repealed.

Section 17. That SMC section 18.08.140 entitled “Exclusions” is repealed.

Section 18. That SMC section 18.08.150 entitled “Penalties” is repealed.

Section 19. That SMC section 18.08.160 entitled “Severability” is repealed.

Section 20. Corrections. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 21. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	CM Bingle, CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Revisions to Landlord Tenant SMC provisions relating to pandemic relief
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Early in 2022 the City Council adopted a new chapter in the SMC to provide pandemic-related relief to tenants, consistent with state law and proclamations on evictions. These SMC provisions, in Chapter 18.08, have become obsolete in light of current state law, and require landlords to comply with programs that are no longer active, especially with respect to evictions. The practical effect has been to interfere with landlords' abilities to lawfully evict tenants for non-payment of rent when a portion of the rent accrued during the pandemic.</p> <p>SMC 18.08 also has not been harmonized with the extensive landlord tenant laws adopted by the council this spring in SMC 10.57.</p> <p>The proposed ordinance repeals SMC 18.08 in its entirety and amends SMC 10.57 to include a key provision in SMC 18.08:</p> <ul style="list-style-type: none"> • Continues regulations relating to evictions arising from unpaid rent arising from pandemic factors (before August 1, 2021) and eliminates references to expired programs. <p>A potential substitute ordinance would further amend SMC 10.57 to:</p> <ul style="list-style-type: none"> • Changes current draft ordinance to prohibit collection of pandemic debt connected to unpaid rent accruing before <u>April 30, 2023</u> (currently in state law) without offering a repayment plan, but otherwise keeps current draft language on evictions, • Prohibits collection of pandemic related rent debt currently in SMC 18.08, • Expands retaliation provisions in SMC 10.57 to include retaliation against tenants asserting pandemic related rights, • Add an emergency clause to take effect immediately (assuming 5 votes)
Proposed Council Action	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution Committee review: PIES July 24, 2023 Advance Agenda: July 24, 2023 Council Action: July 24 2023.
Fiscal Impact	
Total Cost: <u>Unknown</u>	

<p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Opioid settlement funds</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
<p>Operations Impacts (If N/A, please give a brief description as to why) None.</p>
<p>What impacts would the proposal have on historically excluded communities?</p> <p>To the extent historically excluded communities are disproportionately affected by evictions and legal actions based on pandemic related conditions, the proposed substitute ordinance preserves the current important protections in SMC 18.08 while removing obsolete provisions that are not consistent with state law.</p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Conforms SMC to current state law regarding landlord tenant relations and pandemic-era provisions.</p>

3.16

5 min

3.16 - Confirmation of Mayoral Appointee – City Attorney

Council Sponsors: CP Kinnear and CM Bingle

Lynden Smithson has been selected for appointment to the position by Mayor Woodward and is being presented for confirmation to the City Attorney position.

Attachments

[07.24.23 PIES Briefing Paper - City Attorney.docx](#)

[07.24.23 Resolution - City Attorney.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Mayor
Contact Name	Elizabeth (Liz) Van Den Berg
Contact Email & Phone	lvandenberg@spokanecity.org (509) 625-6774
Council Sponsor(s)	Council President Kinnear, Councilman Bingle
Committee Date	July 24, 2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 Minutes
Agenda Item Name	Council Confirmation of Mayoral Appointee – City Attorney
Summary (Background)	<p>Appointment of Lynden Smithson as the City Attorney.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Lynden Smithson has been selected for appointment to the position by Mayor Woodward and is being presented for confirmation to the City Attorney position.</p>
Proposed Council Action	Confirm the appointment of Lynden Smithson as City Attorney
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

RESOLUTION NO. 2023-_____

A Resolution approving the appointment of Lynden Smithson as the City Attorney for the City of Spokane

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint departments heads subject to approval of City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedure states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Lynden Smithson as the City Attorney for the City of Spokane

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Lynden Smithson as the City Attorney for the City of Spokane.

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

4 - Consent Items

4.1

4.1 - SBO - Northeast Community Center Association, Trip

Culton, Richard

Council Sponsors: CM Bingle and CM Stratton
An SBO request for 1590 funds.

CHHS is seeking Council approval to change the funding source for the Northeast Community Center Association Triplex project from CDBG funds to 1590 funds.

| For Decision

Attachments

[Council Briefing Paper - SBO NECCA Funding Change.pdf](#)

[NECCA Tri-Plex Project Full Contract.pdf](#)

[SBO - Housing Sales Tax \(002\).docx](#)

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community, Housing and Human Services
Contact Name	Richard Culton
Contact Email & Phone	rculton@spokanecity.org ; 625-6009
Council Sponsor(s)	Councilmembers Stratton and Councilmember Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO - Northeast Community Center Association, Triplex Project Funding Change
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>An SBO request to move the 1590 funds is provided with this briefing paper.</p> <p>CHHS is seeking Council approval to change the funding source for the Northeast Community Center Association Triplex project from CDBG funds to 1590 funds, and to enter into the attached contract with Northeast Community Center Association.</p> <p>The Affordable Housing Committee recommended the Northeast Community Center Association (NECCA) Triplex project for funding on Tuesday February 14, 2023. The CHHS Board recommended the NECCA Triplex project for funding on March 1, 2023. The City Council approved the NECCA Triplex project for funding on March 27, 2023. The NECCA Triplex project was originally slated for funding from CDBG funds.</p> <p>The \$300,000 in funding was to be used to rehab existing single-family property owned by NECCA to a multi-family, 3-unit building of affordable housing. The Affordable Housing Committee, and City staff understood the project to be a rehabilitation project. Rehabilitation is an eligible activity under CDBG regulations.</p> <p>A site review conducted prior to contracting with NECCA for CDBG funds revealed that while one unit would be rehabilitated, the other units added to the build would be completely new construction. New construction is NOT an eligible activity for CDBG funding.</p> <p>The Sales and Use Tax Revenue (1590) funding can fund both rehabilitation and new construction. The NECCA Triplex project meets the eligible activities parameters of the 1590 regulations. CHHS is requesting approval to shift the funding source of the NECCA Triplex project from CDBG funds to 1590 funds.</p> <p>Background: CHHS released a Notice of Funding Availability (NOFA) to the public on December 9, 2022 for proposals that would address urgent housing needs for low- and moderate-income residents. The main priorities of the Rapid Capital Acquisition and Reconstruction of Affordable Housing NOFA were to 1.) rapidly allocate CDBG funds which cannot be used to fund new construction, and 2.) to use CDBG, HOME, and Sales and Use Tax revenue funds to increase affordable housing inventory or preserve current affordable housing inventory</p>

for low-to-moderate-income households through rapid acquisition and rehabilitation activities. There was roughly \$10,000,000 in potential funding available for this NOFA comprised of funding through federal HOME and CDBG as well as Sales and Use tax funds 1406 and 1590. Not all of the available 1590 funding was allocated during the initial selection/allocation process.

The Request for Proposals closed on January 16, 2023. CHHS received a total of 18 applications from 12 different agencies, organizations, and individuals. A total of \$18,265,71 in funding was requested.

Members of the CHHS Affordable Housing Committee individually reviewed 16 applications along with staff threshold reviews, and then scored each application. On Tuesday February 14, 2023, the Committee met collectively to discuss scoring and select projects for funding.

All nine (9) projects selected by the Affordable Housing Committee were approved by the CHHS Board on March 1, 2023, and by the City Council on March 27, 2023.

Fiscal Impact
 Total Cost: \$300,000
 Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
 Specify funding source: Funds from 1590 Sales and Use Tax Revenue will be used to fund the projects

Expense Occurrence One-time Recurring

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

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

What impacts would the proposal have on historically excluded communities?

The proposals recommended for funding will provide services to underserved communities through the creation and retention of affordable housing and housing services for low- to moderate-income households.

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

CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.

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

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures as outlined in each contractual agreement.

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

The 1590 Sales and Use Tax Revenue funding recommendation aligns with the SMC 08.07B.

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND NORTHEAST COMMUNITY CENTER ASSOCIATION ("GRANTEE")
IN CONJUNCTION WITH 1590 SALES AND USE TAX REVENUE**

1. Grantee NORTHEAST COMMUNITY CENTER ASSOCIATION 4001 N COOK STREET SPOKANE, WA 99207		2. Contract Amount \$300,000.00		3. Tax ID 91-1196071	
				4. UEI# LWUWRGJNL4A5	
5. Grantee's Program Representative DAVE RICHARDSON 4001 N COOK STREET SPOKANE, WA 99207 509-487-1603, EXT 215 DRICHARDSON@NECOMMUNITYCENTER.COM			6. City's Program Representative HEATHER PAGE 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3342 509-625-6578 HPAGE@SPOKANECITY.ORG		
7. Grantee's Contract Representative NIC BOWCUT 4001 N COOK STREET SPOKANE, WA 99207 509-487-1603, EXT 217 NBOWCUT@NECOMMUNITYCENTER.COM			8. City's Contract Representative HEATHER PAGE 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3342 509-625-6578 HPAGE@SPOKANECITY.ORG		
9. Grantee's Financial Representative ROSEL AMOR 4001 N COOK STREET SPOKANE, WA 99207 509-487-1603, EXT 204 RAMOR@NECOMMUNITYCENTER.COM			10. City of Spokane Internal Items NECCA TRI-PLEX PROJECT 15770		
11. Grantor Award # N/A		12. Start Date 7/1/2023		13. End Date 6/30/2024	
14. Federal Funds N/A		CFDA # N/A	Federal Agency N/A		Program Title NECCA Tri-Plex Project
15. Total Federal Award N/A		16. Federal Award Date N/A		17. Research & Development? NO	
				18. Indirect Cost Rate N/A	
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		

(FACE SHEET)



CITY OF SPOKANE
CONTRACT
Title: Northeast Community Center Association, Tri-Plex Project 1590 Funds

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **NORTHEAST COMMUNITY CENTER ASSOCIATION**, whose address is 4001 N COOK STREET, SPOKANE, WA as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through RFP as approved by Spokane City Council on March 27, 2023 (OPR 2023-0351);

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated December 27, 2022. Performance measures are attached as Attachment B.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin 07/01/2023 and shall run through 06/30/2024, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **three hundred thousand dollars (\$300,000.00)**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B- SCOPE OF SERVICES. Reimbursement for services shall be in accordance with the terms and conditions attached in ATTACHMENT B- SCOPE OF SERVICES, as well as in accordance with the program performance requirements outlined in ATTACHMENT B-SCOPE OF SERVICES as applicable. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. **PAYMENT PROCEDURES.** Upon execution of this contract the CITY shall send out a billing sheet to the GRANTEE to be used for reimbursement. The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY. For expenses incurred during the month of December, the

reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment. In addition, the CITY may request all supporting documentation for monitoring purposes during the period of performance of this Agreement and during the records retention period.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or Funding Agency determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or Funding Agency may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

If program income is generated by activities carried out with program funds made available under this agreement, the GRANTEE shall report program income monthly on invoices submitted to CITY (program income is defined in ATTACHMENT D- REGULATIONS) By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce

requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in Attachment D- Program Regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis.** Requests for amendments to the budget must be submitted in writing.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

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

10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the GRANTEE for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time.
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement.
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. INDEMNIFICATION. The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the 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.

12. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, and/or funding agency training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

15. 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. ATTACHMENT A.

16. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

18. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in

connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records **may** include and show compliance with the following as applicable, but not be limited to:

- a. Program participant records, housing standards and services provided.
- b. Conflict of interest and confidentiality requirements.
- c. Records documenting compliance with housing standards and Fair Housing.
- d. Program participants annual income, and
- e. Other records necessary to properly and thoroughly document Program compliance as described in ATTACHMENT D - PROGRAM REGULATIONS

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at least three (3) years **or as determined by ATTACHMENT D - PROGRAM REGULATIONS** The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

- a. "Confidential Information" as used in this section includes:
 - i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY.

- ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- b. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
 - ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
 - iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company'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 Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company 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. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to 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 signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

**NORTHEAST COMMUNITY
CENTER 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:

- Attachment A – Debarment and Suspension
- Attachment B – Scope of Services
- Attachment C – Performance
- Attachment D – Program Regulations

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Go to next page.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

Attachment B: Scope of Service

A. SCOPE OF WORK AND APPROVED ACTIVITIES

The GRANTEE will be responsible for administering the Northeast Community Center Association (NECCA) Tri-Plex Project (“Program”) in a manner satisfactory to the CITY, and in accordance with SMC 08.07B, SMC 08.07C, RCW 82.14.530, RCW 82.14.460, and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the “PARTIES”, and individually a “PARTY”. Such Program will include the following activities eligible under RCW 82.14.530 AND/OR RCW 82.14.460: One 2-bedroom rental unit will be rehabilitated and rented to households earning less than or equal to 60% AMI, and who meet the definition of one of the eligible participant populations. Three new construction, 1-bedroom units, will be built and rented to households earning less than or equal to 60% AMI, and who meet the definition of one of the eligible participant populations. All of the units must meet State and City building codes. The units will be inspected by CHHS staff following completion of construction/rehabilitation and prior to lease up of the units. The project will be completed by May 1, 2024. All units will be fully occupied by May 31, 2024.

B. PERFORMANCE MEASURES

Measure	Target
Rehabilitate one 2-bedroom unit for households earning less than or equal to 60% AMI, and who meet the definition of one of the eligible participant populations.	5/1/2024
New construction - build three 1-bedroom apartments for households earning less than or equal to 60% AMI, and who meet the definition of one of the eligible participant populations.	5/1/2024
Fully rent all four units to eligible households. See Participant Populations in Attachment D	6/30/2024

C. PERFORMANCE MONITORING

The CITY will monitor the performance of the GRANTEE against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

C. BUDGET

Category	Amount
New Construction and Contingency	\$210,172.00
Rehabilitation and Contingency	\$63,000.00
Taxes	\$26,828.00
Total	\$300,000.00

All requests for reimbursement must include documentation as described in the "Documentation Required for Billing Forms" instructions. Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph G of this Agreement.

Attachment C
Quarterly Performance Report

Performance reports are due to the City at the end of each quarter. Failure to produce a performance report will result in reimbursement of expenses being held until the quarterly performance report is received and processed by the City's contract staff.

Date:	
Agency:	
Contact Person:	
Email:	
Phone:	
OPR:	

In your quarterly performance reports, please describe progress on the rehabilitation of the 2-bedroom unit, and new construction of the three 1-bedroom units. What is the percentage of the project completed? Describe the progress made since the last quarterly performance report. As units are rented, provide income verification for tenants demonstrating that they earn 60% or less AMI and meet the definition of one of the participant populations. If any of the Minimum Performance Standards were not met in the current quarter, please explain why and how these deficiencies will be addressed moving forward.

Attachment D: Regulations

The use of grant funds under this agreement is subject to applicable requirements of the regulations as listed below. Regulations may be amended from time to time.

1. RECORD RETENTION

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of at **least six (6) years per RCW 40.14.060**. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and have commenced before the expiration of the above referenced period, then such records must be retained until completion of the actions and resolution of all issues.

2. PARTICIPANT POPULATIONS

The GRANTEE will ensure, and document that the affordable housing and services provided under this agreement are only provided to persons within the following population groups whose income is at or below sixty percent of the area median income:

1. Persons with behavioral health disabilities;
2. Veterans;
3. Senior citizens;
4. Persons who are homeless or at-risk of being homeless, including families with children; Unaccompanied homeless youth or young adults; Persons with disabilities; or Domestic violence survivors.

RCW 82.14.530

3. ELIGIBLE ACTIVITIES

This award may only be used in accordance with SMC 08.070B.020, and SMC 08.070C.030.

ORDINANCE NO _____

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Housing Sales Tax Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Housing Sales Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$300,000
- A) Of the increased appropriation, \$300,000 is provided solely for contractual services to be provided by the City's selected recipients to increase affordable housing inventory and/or preserve current affordable housing inventory.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to increase affordable housing inventory for low-to-moderate-income households in the City of Spokane, 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

4.2

4.2 - Sewer Ordinance Amendment

***Gennett, Raylene,
Cannon, Mike***

CM Kinnear & CM Bingle

Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City's sewer service area.

| For Information

Attachments

[2023-06-05 Briefing Paper Proposed Edits to SMC 13.03.docx](#)

[13.03 Waste Water - Ord. Rev. 6-22-23.doc](#)

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Public Works – Riverside Park Water Reclamation Facility
Contact Name & Phone	Raylene Gennett (509) 625-7901
Contact Email	rgennett@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Sewer Ordinance Amendments – Wastewater Management
Summary (Background)	<p>Amendments to SMC 13.03 regarding requirements for grease control devices, oil/water separators, and sand traps within the City’s sewer service area. The goal of these proposed changes is to reduce instances of City sewer pipe obstruction and costly cleanups.</p> <p>These changes have been coordinated with Spokane County, and include definitions, design and construction standards, required maintenance frequencies, cleaning criteria, and record keeping requirements. Businesses will now have detailed benchmarks for their required wastewater treatment systems.</p> <p>One proposed change (SMC 13.03.1216) removes outdated information and language regarding wastewater haulers.</p>
Proposed Council Action & Date:	Council Consent August 7 th , 2023
Fiscal Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) Recop operation costs.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
N/A - Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

N/A - This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

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

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

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

ORDINANCE NO. C - _____

AN ORDINANCE relating to updates to the sewer use ordinances, adding new SMC sections 13.03.0101, 13.03.0216, 13.03.0217, 13.03.0218, 13.03.0219, 13.03.0220, 13.03.0221, 13.02.0222, 13.03.0223, and 13.03.0503; and amending SMC sections 13.03.0502, 13.03.0508, 13.03.0602, 13.03.0622, 13.03.0628, and 13.03.1216, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That a new section, SMC 13.03.0101 shall be added to read as follows:

13.03.0101 Abbreviations

FOG – Fats, oil, and grease.

Section 2: That a new section, SMC 13.03.0216 shall be added to read as follows:

13.03.0216 Grease Control Device(s).

"Grease control device(s)" means an appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum fats, oil, and grease (FOG) from wastewater. There are three types of grease control devices: gravity grease interceptors, hydromechanical grease interceptors, and mechanical grease removal devices.

Section 3: That a new section, SMC 13.03.0217 shall be added to read as follows:

13.03.0217 – Grease Interceptor.

"Grease interceptor" means a large tank installed underground designed to collect and control solid- food wastes and floating grease from wastewater prior to discharge into the sanitary sewer collection system. Grease interceptors are normally installed outside the building and use gravity to separate grease from the wastewater as it moves from one compartment of the interceptor to the next.

Section 4: That a new section, SMC 13.03.0218 shall be added to read as follows:

13.03.0218 Hydromechanical Grease Interceptor.

"Hydromechanical grease interceptor" or "grease trap" means a device placed under or in close proximity to sinks or other fixtures likely to discharge grease in an attempt to

separate, trap and hold oil and grease substances, prior to discharge into the sanitary sewer collection system.

Section 5: That a new section, SMC 13.03.0219 shall be added to read as follows:

13.03.0219 Mechanical Grease Removal Device.

"Mechanical grease removal device" means a power operated device or combination of devices using electrical equipment to heat, filter, siphon, skim or otherwise separate and retain floating grease and solid food waste prior to the wastewater exiting the trap and entering the sanitary sewer collection system.

Section 6: That a new section, SMC 13.03.0220 shall be added to read as follows:

13.03.0220 Oil/Water Separator.

"Oil/water separator" means an appurtenance or appliance that is installed in a sanitary sewer drainage system to intercept petroleum fats, oils, and grease (FOG) from wastewater. There are two types of oil/water separators: baffle type separators and coalescing plate separators.

Section 7: That a new section, SMC 13.03.0221 shall be added to read as follows:

13.03.0221 Sand Trap.

"Sand trap" means an appurtenance or appliance that is installed in conjunction with an oil/water separator to intercept settleable granular particles from wastewater.

Section 8: That a new section, SMC 13.03.0222 shall be added to read as follows:

13.03.0222 Septic Tank.

"Septic tank" means a watertight treatment receptacle receiving the discharge of sewage from a building sewer or sewers, designed and constructed to permit separation of settleable and floating solids from the liquid, and detention and anaerobic digestion of the organic matter, prior to discharge of the liquid to the sanitary sewer collection system.

Section 9: That a new section, SMC 13.03.0223 shall be added to read as follows:

13.03.0223 Wastewater Hauler.

“Wastewater hauler” is a firm permitted to collect and transport materials removed from onsite grease control devices or septic tanks that may be discharged to a local POTW or discharged to a rendering facility. The director may approve industrial waste on a case-by-case basis.

Section 10: That SMC 13.03.0502 is amended to read as follows:

ARTICLE V. (~~Grease, Oil and Sand Interceptors~~) Grease Control Devices, Oil/water Separators, Sand Traps

13.03.0502 (~~Grease traps~~) Grease Control Devices.

~~((In all cases where a structure is used as a hotel, boardinghouse or restaurant, or where required by the building official or health officer, the owner must provide a properly constructed grease trap through which all wastes of a greasy nature shall be drained. All grease traps are of a type, capacity and design approved by the building official)).~~

Any commercial facility which generates grease waste including but not limited to hotels, boardinghouses, restaurants, or food processing facilities, shall install an approved type of grease control device at the owner’s expense and liability, as part of their waste disposal system. Installation may be required for other facilities by the director, the building and planning department, or the health officer. Design and construction of grease control devices and associated piping shall be in accordance with the more restrictive of the Side Sewer Installation Handbook and Uniform Plumbing Code and must be configured to be readily accessible for maintenance and inspection.

Cross reference(s)—Sewer construction regulations, SMC 13.03.0622

Section 11: That a new section, SMC 13.03.0503 shall be added to read as follows:

13.03.0503 Oil/water Separators, Sand Traps.

Any commercial facility which discharges petroleum and/or settleable granular particles wastes shall install an oil/water separator and/or sand trap as part of their sewer system, at the owner’s expense and liability. Installation may be required for other facilities by the director, the building and planning department, or the health officer. Such commercial facilities include, but are not limited to, car washes, automotive repair/maintenance facilities, and petroleum stations. Design and construction shall be in accordance with the Side Sewer Installation Handbook and City Design Standards, and located as to be readily accessible for maintenance and inspection.

Cross reference(s)—Sewer construction regulations, SMC 13.03.0622.

Section 12: That SMC 13.03.0508 is amended to read as follows:

13.03.0508 Grease Control Devices, Oil/water Separators, Sand Traps — Maintenance.

~~((Where installed, all grease, oil and sand interceptors must be maintained by the owner, at the owner's expense and liability, in good order and condition at all times.))~~

A. All grease control devices, oil/water separators, and sand traps shall be maintained by the owner, at his or her expense and liability, in good order and condition at all times. Existing grease control devices connected to public sewer shall be, cleaned, inspected, and adequately documented per Subsection C. If the grease control device, oil/water separator, or sand trap fails the inspection as not being up to City standards, such device will have to be repaired or replaced at the owner's expense.

B. Grease control devices, oil/water separators, and sand traps shall be cleaned on a sufficient frequency to prevent objectionable odors, surcharge of the grease control device, obstruction, or interference with the operation of the sanitary sewer system.

1. Hydromechanical grease interceptors shall be cleaned at least once every thirty days, when the device is filled to twenty-five percent or more of capacity with grease or settled solids, or based on the operational thresholds of the device manufacturer.
2. Gravity grease interceptors shall be cleaned by a wastewater hauler at least once every ninety days, when their last chamber is filled to twenty- five percent or more of capacity with grease or settled solids, or based on the operational thresholds of the device manufacturer. Grease interceptors with a sample box shall be cleaned immediately when grease is evident in the sample box.
3. Mechanical grease removal devices must be maintained in a manner and frequency consistent with manufacturer specifications and guidance.
4. Oil/water separators and sand traps shall be serviced by a licensed hazardous waste disposal company when the inlet chamber exceeds 6 inches of sludge accumulation, or when there is one inch or more of floating oil in either chamber, whichever comes first.
5. Grease control devices and oil/water separators shall be cleaned by being pumped dry and all accumulated sludge on all surfaces shall be removed by washing down the sides, baffles, and tees. Water removed during cleaning shall not be returned to the grease control device or the oil/water separator, nor the downstream sewer.
6. The use of chemical or biological additives, enzymes or surfactants acting as grease emulsifiers is not permitted as a method for cleaning the grease control device.

C. Users shall maintain records on site for a period of at least three years as follows:

1. Users with an installed grease control device or oil/water separator shall maintain records showing that the control device has been properly maintained and cleaned as required by Subsections A and B.
2. Users shall maintain records showing the following related to all wastes hauled off site: date and time material removed off site; volume removed; licensed wastewater hauler or hazardous waste disposal company name.

D. Grease control devices shall be kept free of inorganic solid materials, such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc.

E. The director may grant an exception to the requirements of Subsections B.2 where the director finds, based on evidence presented by the user, that a less frequent cleaning schedule will be sufficient to assure that not more than twenty-five percent of the capacity of the grease control device will be filled with grease or settled solids.

F. The director may conduct an inspection of grease control devices, sand traps, and oil/water separators. The user shall make all facilities accessible for inspection, and shall provide inspection and maintenance records. The cost of the inspections, any repairs to the public sewer, and any cleaning of the public sewer, necessitated by a lack of proper maintenance of the user's facilities, shall be billed as an additional utility service to the user.

Section 13: That SMC 13.03.0602 is amended to read as follows:

13.03.0602 Inspections

- A. Except as provided hereafter, whenever any side sewer or other connection is made with any public sewer or private sewer, or any part of such side sewer or other connection is constructed, the work shall follow the Side Sewer Installation Handbook and be inspected by the wastewater supervisor or designated wastewater inspector.
- B. ~~((Such inspection shall not be required for sewer))~~ Sewer connections made within mobile home parks, or sewer connections relating to mobile homes, recreational vehicles, house trailers, campers or other similar vehicles located within private property lines shall also be subject to~~((These construction))~~, permit and inspection requirements and the more restrictive of ~~((are provided in))~~ the plumbing code of the City ~~((chapter 14.09 SMC))~~ SMC 17F.100) or the Side Sewer Installation Handbook.
- C. The health officer inspects on-site sewage disposal systems as defined in regulations of the jurisdictional health agency in the City.

D. Side sewer stubs are inspected by the wastewater management department.

Section 14: That SMC 13.03.0622 is amended to read as follows:

13.03.0622 Sewer Construction Regulations

- A. The director of engineering services prepares and updates “Regulations Governing Sewer Construction in the City of Spokane.”
1. Copies of the regulations may be obtained in the department of engineering services.
- B. The regulations contain specifications relative to materials, construction, procedure, inspection, backfilling and responsibilities in sewer installations. The permissibility of specific installations not fully covered by the regulations, General Special Provisions, or Design Standards and Standard Plans are determined by the sewer maintenance supervisor at the time of occurrence in accordance with the spirit and purpose of the regulations.
- C. Revision of or addition to the regulations may be made by the director of engineering services as specified in SMC 13.03.0902.

Section 15: That SMC 13.03.0628 is amended to read as follows:

13.03.0628 ((Enforcement)) Compliance Inspections

- A. ~~((The sewer maintenance supervisor, building official, health officer, director of public works and utilities and POTW director))~~ Authorized personnel of the health officer, the wastewater management department, or the building and planning department shall have the right to enter, during hours of operation upon any premises, public or private, as reasonably necessary to enforce the provisions of this chapter, any other ordinance relative to wastewater control, or any regulation or order adopted or issued pursuant thereto.
- B. The owner or occupant of any house, building, or property ~~((is required to))~~ shall specifically allow City officials to inspect on site the nature of wastes intended to be discharged into a public sewer and/or on-site sewage disposal system.
- C. In the event there appears to be a violation, the City, in addition to any other power or authority reserved in this chapter, may issue a notice of violation, requiring the party to whom the notice is directed to correct the violation within thirty days of the date of the notice.
1. Failure to take such corrective action is an additional violation of this chapter.

2. No notice is necessary in case of emergency or as a prior requirement to taking any other enforcement action authorized by this chapter.

Section 16: That SMC 13.03.1216 is amended to read as follows:

13.03.1216 ((Septage)) Wastewater Haulers

A. ((Septage)) Wastewater haulers shall be charged a fixed rate per one thousand gallons of truck tank capacity for each load dumped into the Spokane municipal sewage collection system, to reflect the cost of treatment of a full truck volume of septage of average strength as established by the director, plus a service fee for handling.

~~((B. Each septage hauler must log each load dumped with designated wastewater treatment plant operating personnel, and must comply with City rules for septage dumping procedures, times and clean-up, and must carry in the vehicle a copy of a certificate establishing the total truck tank volume. This certificate shall consist of an approved:~~

- ~~1. calculation of total truck tank volume, or~~
- ~~2. report of an actual displacement test to determine volume.~~

~~The certificate shall accurately indicate the total capacity of the vehicle for hauling septage.))~~

Section 17: Effective Date.

PASSED BY THE CITY COUNCIL ON _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

4.3

4.3 - 1100 - Streets Dept. Perforated Tubes

Harris, Clint E.

Council Sponsor: CM Kinnear

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

| For Information

Attachments

[1100 - Street Dept. Perforated Steel Tubes.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org 509-625-7744
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Perforated Steel Tubes
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The street Department is seeking approval to purchase perforated square steel tubing from Traffic Safety Supply Company at a cost not to exceed \$90,000.00</p> <p>This perforated square steel tubing is used for the mounting of City signs during new installations as well as for repairs and replacements of existing infrastructure. Purchases will be made using value blanket pricing.</p>
Proposed Council Action	Consent Approval at 7/24/23 PIES Committee
Fiscal Impact	
Total Cost: <u>90,000.00</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

4.4

4.4 - 5100 - Wirtgen Road Profiler Maintenance & *Prince, Thea, Russell, Adam T.* Vogele

Council Sponsor - CM Kinnear

The Street department schedules annual maintenance repairs of the Wirtgen Road Grinder through fleet services during the offseason to ensure the equipment is reliable during the summer street maintenance season.

The annual maintenance work was scheduled through fleet services to be completed at the local Wirtgen dealer, PAPE Equipment. The request is to approve the repairs in the amount of \$71,814.26

The Street Department also received repairs to the Vogele Paver at Pape Equipment for \$21,417.79

| For Information

Attachments

[Wirtgen Equipment Maintenance_Vogele Repair Briefing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Adam Russell
Contact Email & Phone	atrussell@spokanecity.org (509) 232-8843
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 - Wirtgen Road Profiler Maintenance & Vogele Paver Repair
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street department schedules annual maintenance repairs of the Wirtgen Road Grinder through fleet services during the offseason to ensure the equipment is reliable during the summer street maintenance season.</p> <p>The annual maintenance work was scheduled through fleet services to be completed at the local Wirtgen dealer, PAPE Equipment. The request is to approve the repairs in the amount of \$71,814.26</p> <p>The Street Department also received repairs to the Vogele Paver at Pape Equipment for \$21,417.79</p>
Proposed Council Action	PIES Review / Approval – July 24 th Session
<p>Fiscal Impact \$99,232.05 Total Cost: <u>\$99,232.05</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Street Dept. Budget</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

4.5

4.5 - Notice of Award of RFQu #5902-23: Latah Bridge Ins

*Croucher, Lorena,
Picanco, Kevin*

Council Sponsor: CM Kinnear

Contract to develop data required to pursue a grant opportunity through the federal Bridge Investment Program (BIP) to support the rehabilitation of the Latah Bridge.

| For Information

Attachments

[RFQu Selection - Latah Bridge Load Rating Briefing Paper.docx](#)

[KPFf Latah Inspection and Load Rating LS Backup Info 2023711.pdf](#)

[KPFf Latah Inspection Documentation and Load Rating Proposal.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management
Contact Name	Lorena Croucher
Contact Email & Phone	lcroucher@spokanecity.org ; (509)625-6894
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Notice of Award of RFQu #5902-23: Latah Bridge Inspection and Load Rating
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>ICM plans to pursue a grant opportunity through the federal Bridge Investment Program (BIP) to support the rehabilitation of the Latah Bridge (also known as Sunset Bridge or High Bridge). This funding source could provide up to \$100M depending on project needs. While exact grant application milestones have not been advertised, ICM is anticipating an October, 2023 grant application deadline.</p> <p>Note- the City previously studied rehabilitation needs and alternatives in the 2012 Latah Bridge Rehabilitation Study. This existing study will be leveraged to the greatest extent practicable in the grant application.</p> <p>However, there are gaps in the anticipated data needs for the BIP grant application, including updated bridge inspection data and a load rating analysis. Therefore, RFQu #5902-23 – Latah Bridge Inspection and Load Rating was issued to complete this work. The City received one RFQu submission from KPFF and deemed the proposal adequate for award. The proposed scope and fee is attached.</p>
Proposed Council Action	
Fiscal Impact Total Cost: <u>\$157,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Arterial Street Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <i>Sunset Bridge provides a vital connection between downtown Spokane and the West Plains region. Rehabilitation of this bridge would allow for expanded pedestrian, bike, and transit opportunities.</i>	

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

N/A

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

N/A

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

The rehabilitation of the Sunset Bridge is included in the City's 6-Year CIP; the project has not yet identified a funding source. The BIP grant provides an opportunity to fund this project.

Exhibit B - Prime Consultant Cost Computations
City of Spokane: Latah Bridge Inspection and Load Rating

7/11/2023

	Description	Notes	Principal	Project Manager / Climbing Lead	Senior / Climbing Engineer	Project Coordinator	Total Hours	Total Direct Salary Cost	OH (1.4056)	Total DSC+OH per Task	Total Fee per Task	Total per Task
Task 1	Project Management and Coordination		WGH	BK	Mult	Val						
1.1	Project Administration	Setup, Invoices/PRs (4)	2	4		12	18	\$ 982.00	\$ 1,380.30	\$ 2,362.30	\$ 354.34	\$ 2,716.64
1.2	Project Coordination	3 Meetings, Team/City Coord	4	12	6		22	\$ 1,654.00	\$ 2,324.86	\$ 3,978.86	\$ 596.83	\$ 4,575.69
Task 2	Bridge Inspection											
2.1	Pre-Inspection		2	20	24		46	\$ 3,270.00	\$ 4,596.31	\$ 7,866.31	\$ 1,179.95	\$ 9,046.26
2.2	Traffic Control		4	4			8	\$ 648.00	\$ 910.83	\$ 1,558.83	\$ 233.82	\$ 1,792.65
2.3	Limited Bridge Inspection			45	180		225	\$ 15,165.00	\$ 21,315.92	\$ 36,480.92	\$ 5,472.14	\$ 41,953.06
2.4	Post-Inspection		2	18	70		90	\$ 6,106.00	\$ 8,582.59	\$ 14,688.59	\$ 2,203.29	\$ 16,891.88
Task 3	Load Rating Analysis											
	Review Plans & Inspection Reports			4	16		20	\$ 1,348.00	\$ 1,894.75	\$ 3,242.75	\$ 486.41	\$ 3,729.16
	Arch Bridge Model			8	72		80	\$ 5,296.00	\$ 7,444.06	\$ 12,740.06	\$ 1,911.01	\$ 14,651.07
	Concrete Arch Analysis			4	60		64	\$ 4,208.00	\$ 5,914.76	\$ 10,122.76	\$ 1,518.41	\$ 11,641.18
	Transverse Floor Beam Analysis			4	18		22	\$ 1,478.00	\$ 2,077.48	\$ 3,555.48	\$ 533.32	\$ 4,088.80
	Stringer Analysis			4	18		22	\$ 1,478.00	\$ 2,077.48	\$ 3,555.48	\$ 533.32	\$ 4,088.80
	Approach Span Analysis			4	18		22	\$ 1,478.00	\$ 2,077.48	\$ 3,555.48	\$ 533.32	\$ 4,088.80
	Spandrel Column Analysis			6	60		66	\$ 4,362.00	\$ 6,131.23	\$ 10,493.23	\$ 1,573.98	\$ 12,067.21
	Draft Report / Final Report and Comment Responses			4	24		28	\$ 1,868.00	\$ 2,625.66	\$ 4,493.66	\$ 674.05	\$ 5,167.71
	QA/QC		2	8	32		42	\$ 2,866.00	\$ 4,028.45	\$ 6,894.45	\$ 1,034.17	\$ 7,928.62
Total Hours per person			16	149	598	12	775	\$ 52,207.00	\$ 73,382.16	\$ 125,589.16	\$ 18,838.37	\$ 144,427.53

BURDENED LABOR COST

Direct Salary Rates		\$ 85.00	\$ 77.00	\$ 65.00	\$ 42.00	Sub-Totals
Direct Salary Cost (DSC)		\$ 1,360.00	\$ 11,473.00	\$ 38,870.00	\$ 504.00	\$ 52,207.00
Overhead Cost (1.4056 of DSC)	140.56%	\$ 1,911.62	\$ 16,126.45	\$ 54,635.67	\$ 708.42	\$ 73,382.16
DSC+OH		\$ 3,271.62	\$ 27,599.45	\$ 93,505.67	\$ 1,212.42	\$ 125,589.16
Fee (0.15 of DSC+OH)	15%	\$ 490.74	\$ 4,139.92	\$ 14,025.85	\$ 181.86	\$ 18,838.37
Sub-Total Burdened Labor Cost		\$ 3,762.36	\$ 31,739.37	\$ 107,531.52	\$ 1,394.29	\$ 144,427.53

REIMBURSABLES

Item	Quantity	Unit	Unit Cost	Sub-Totals
Mileage (IRS)	700	Miles	\$ 0.625	\$ 437.50
Per Diem (Meals and Incidentals)	20	Each	\$ 114.00	\$ 2,280.00
Lodging	16	Each	\$ 225.00	\$ 3,600.00
Rental Car	1	LS	\$ 700.00	\$ 700.00
Traffic Control Services (Subconsultant)	1	LS	\$ 5,500.00	\$ 5,500.00
Sub-Total Reimbursables				\$ 12,517.50

Total Project Costs	\$ 156,945.03
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Exhibit A - Scope of Work

Latah Bridge Inspection and Load Rating

Introduction

KPFF will provide inspection services as described herein and a load rating for the Latah Bridge; structure ID 08542800, and Bridge No. 288000824. The inspection will be performed in accordance with Federal Highway Administration (FHWA) National Bridge Inspection Standards (NBIS) and Washington State Department of Transportation (WSDOT) Bridge Inspection Manual (BIM) standards and will include visual and sounding of the structure to document the extent of spalls/delaminations of the concrete along with corrosion and other damage to the reinforcing steel.

The load rating will evaluate the existing structure including the arches and will account for the current bridge condition as determined by the field inspection.

The Sunset Bridge is a 10-span concrete arch bridge, including one approach span on the east end of the bridge, and two approach spans on the west side of the bridge. The bridge length is 1070' with an out-to-out width of 63.5 feet.

The Consultant will provide the following services:

1.0 Project Management and Coordination

1.1 Project Administration

Consultant will provide services required to initiate and manage the contract and prepare and process up to two (2) milestone-based invoices. Invoices for this lump sum agreement will include:

Milestone	Invoice Amount (% of Agreement)
Completion of Field Inspection (Task 2.3)	45%
Submittal of Final Inspection Report (Task 2.4)	15%
Submittal of Final Load Rating (Task 3.0)	40%

1.2 Project Coordination

Consultant will collaborate and coordinate with the City as required to accomplish the services. Up to three (3) coordination meetings with the City are assumed.

Assumptions

- Coordination meetings with the City will be virtual, via MS Teams

Deliverables

- Two (2) milestone-based invoices (.pdf format)

2.0 Limited Bridge Inspection

2.1 Pre-Inspection

Consultant will prepare a Safety Plan that identifies site specific hazards, required safety gear, traffic control, rescue provisions, and map to nearest emergency health care facility. The draft safety plan will be reviewed by KPFF Principal Engineers and submitted to the City for review.

Consultant will prepare equipment and make arrangements for team travel and lodging in Spokane.

Consultant will develop initial Inspection Plan that identifies initial plan for access and procedures for collecting and documenting bridge condition observations.

2.2 Traffic Control

Consultant will provide traffic control services to support closure of shoulders on the bridge during inspection. Consultant will coordinate shoulder closure plans with the City of Spokane to obtain an obstruction permit.

It is anticipated that inspection and associated shoulder closures will be for five (5) consecutive working days, from the hours of 6 am to 7 pm. Consultant will set up and remove appropriate traffic control devices each day.

2.3 Limited Bridge Inspection

Consultant will perform the bridge inspection to include as much of the structure that is accessible by climbing.

The bridge inspection shall be performed by a Washington State certified bridge inspector. Inspections will be completed by a four person team. Co-inspectors do not need to be NBI certified.

Bridge inspection services shall include:

- Office preparation including review of previous inspection reports, plans, defect sketches and photographs and assemble necessary safety and inspection plan and equipment.
- Travel to bridge site from KPFF office.
- Perform on-site bridge inspection per the requirements in the current WSDOT Bridge Inspection Manual. Inspection will include documentation of spalls and delamination to concrete, and damage to reinforcing steel. Inspection will be conducted per NBI requirements.

2.4 Post-Inspection

Consultant will finalize inspections and process/analyze photographic and field-collected data.

Consultant will prepare inspection report in WSDOT BridgeWorks program and submit draft inspection report to the City for review. After receiving City review comments, submit final signed report and photographs to City via email or FTP.

Assumptions

- Access will be by walking, climbing and using extension ladders.
- Non-destructive testing consists of sounding concrete and measuring reinforcing steel section loss.
- Confined spaces will not be entered by inspectors.

Deliverables

- Draft and Final Safety Plan
- Draft and Final Inspection Report (.pdf format)
- Select Bridge Photos

3.0 Load Rating

Consultant will evaluate the existing structure including the arches and will account for the current bridge condition as determined by field inspection.

Assumptions

- Load rating will be based on current lane configuration and closure. Vehicle loads will only be placed in the portion of the bridge currently open to traffic. Closed areas will not be loaded with live load.
- Approach spans not supported by the ground will be load rated.
- SAP, CSi Bridge and/or BRIDG will be used for the structural analysis.

Deliverables

- Draft and Final Load Rating Report (.pdf format)

Schedule

Consultant shall complete the scope of services herein within four (4) months of Notice to Proceed.

Fee

Consultant shall be compensated the Lump Sum Amount of \$157,000 based on the milestone invoices identified herein.

**City of Spokane: Latah Bridge Inspection and Load Rating
Exhibit B - Prime Consultant Cost Computations**

KPFF Consulting Engineers

Employee or Category	Hrs	x	Rate	=	Cost
Principal	16		\$ 85.00		\$1,360.00
Project Manager / Climbing Lead	149		\$ 77.00		\$11,473.00
Senior / Climbing Engineer	598		\$ 65.00		\$38,870.00
Project Coordinator	12		\$ 42.00		\$504.00
Total Hrs.	775				\$52,207.00

Direct Labor Cost	\$52,207.00
Total Direct Labor Cost	\$52,207.00
Overhead Cost @ 140.56% of Direct Labor	\$73,382.16
Fixed Fee @ 15% of Direct Labor plus Overhead	\$18,838.37
Total Overhead & Fixed Fee Cost	\$92,220.53
 Total KPFF Labor Cost	 \$144,427.53

Reimbursables

	No.	Each	Cost
Mileage (IRS) 700 Mi. @		\$0.625 /Mile	\$437.50
Per Diem 20 days @		\$114 /day	\$2,280.00
Lodging 16 days @		\$225 /day	\$3,600.00
Rental Car 1 \$		700.00	\$700.00
Traffic Control Services 1 \$		5,500.00	\$5,500.00
			\$12,517.50
Subtotal			\$12,517.50

Total Lump Sum Fee (rounded)	\$157,000
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4.6

4.6 - Upriver Spillway Project CM CE RFQ

McIntosh, Seth

Council Sponsor CM Kinnear. RFQ for construction management and construction engineering for Upriver Dam Spillway Rehab Phase III construction project.

| For Information

Attachments

[Upriver Spillway Project CM CE Briefing Paper 20230712.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Water & Hydroelectric Services
Contact Name	Seth McIntosh
Contact Email & Phone	smcintosh@spokanecity.org
Council Sponsor(s)	President Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	CONSTRUCTION MANAGEMENT & ENGINEERING SUPPORT SERVICES FOR UPRIVER DAM IMPROVEMENTS
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Engineering Services initiated RFQ for construction management, construction engineering, design engineering, and field inspection for Upriver Dam Spillway Rehab Phase III construction project currently under FERC review. The selected firm may also assist with project bid preparation and contractor qualification review.
Proposed Council Action	Proposed council action would be to approve the RFQ budget so we can move forward with consulting firm selection.
Fiscal Impact Total Cost: <u>Budget \$350,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Water Dept CIP, utilizing budget account 4100-42490-94340-56501-11051 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts This project will coincide, and with cooperation of Upriver maintenance and operations normal duties.	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all. We recognize the need to maintain affordability and predictability for all utility customers. We are committed to delivering work that is both financially and environmentally responsible. This project supports the hydroelectric project that contributes to affordable water rates.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This public works RFQ for the water and hydroelectric system should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

This Public Works RFQ follows the City's established procurement and public works selection regulations and policies based on evaluations and recommendations from the FERC and IC.

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

This project is intended to support the Capital Improvement Program and is following recommendations for continued river management and sustaining hydroelectric power generation.

NADINE WOODWARD
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR QUALIFICATIONS

**CONSTRUCTION MANAGEMENT & ENGINEERING
SUPPORT SERVICES
FOR UPRIVER DAM IMPROVEMENTS**

City of Spokane, Washington

**DESCRIPTION: CONSTRUCTION MANAGEMENT & ENGINEERING SUPPORT
SERVICES FOR UPRIVER DAM IMPROVEMENTS**

DUE DATE: MONDAY, JULY 24, 2023
No later than 1:00 p.m.

DELIVERY: via email to: dbuller@spokanecity.org

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in construction management, construction engineering, design engineering, and field inspection for a project at the City’s Upriver Dam, a Federal Energy Regulatory Commission (FERC)-licensed hydroelectric facility.

1.2 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about September 18, 2023 and to end on December 31, 2024. Optionally, depending on various factors including the performance of the Firm, the City may extend the contract to add new design engineering services for repair, rehabilitation, and/or replacement of one or more of the existing dam spillway tainter gates and/or other hydroelectric facility components.

1.4 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer or statement of qualifications submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.6 ADDENDA

Addenda will be emailed.

2. SCOPE OF SERVICES

The scope of services envisioned in this RFQ include the following:

- Construction management
- Construction inspection
- Construction engineering support
- Material testing coordination
- Design engineering

The project for which the City has issued this RFQ is Upriver Dam Spillway Rehabilitation Phase III (Engineering Services File No. 2022081). The construction package, currently under review by the FERC and attached to this RFQ for reference, consists of plans, specifications, a Construction Potential Failure Modes Analysis (CPFMA) Report, a Quality Control and Inspection Plan (QCIP), and a Temporary Construction Emergency Action Plan (TCEAP). The design was prepared by an engineering firm not currently employed by the City. Upon receipt of remaining permits and approvals, the City expects to bid the project autumn 2023 with construction anticipated winter 2023 through autumn 2024. The successful firm will assist the City during the bidding and construction phases of the project.

Construction management will include contractor and owner coordination, meeting facilitation, record keeping, reporting, and project closeout as described in the specifications and QCIP. The Firm will provide an Owner's Site Representative (OSR) as described in the QCIP.

Construction inspection will include monitoring contractor performance for compliance with the project design and environmental controls. The Firm will provide a part-time QCIP Manager as described in the QCIP.

Construction engineering support will include assistance with bidder questions, contractor qualifications review, contractor submittals review, gate inspection and repair guidance, other office and field engineering as described in the QCIP. The Firm will provide a part-time Construction Engineer as described in the QCIP.

Testing of concrete, steel, concrete reinforcement, grout, adhesive anchors, and water stops / hydrophilic seal materials will be required during the project as described in the QCIP. Testing will be performed by City staff and / or an independent lab contracted by the City, and coordinated by the QCIP Manager or their designee in the Firm.

The City may require design engineering services for additional gate and/or other hydroelectric facility component rehabilitation.

The following documents relevant to this RFQ can be found at the FTP site indicated below.

- Construction Potential Failure Modes Analysis (CPFMA) Report (Upriver CPFMA Report minus Appendices B_C.pdf)
- Quality Control and Inspection Plan (QCIP) (2023 Spillway Rehab Ph III QCIP.pdf)
- Temporary Construction Emergency Action Plan (TCEAP) (2023 Spillway Rehab Ph III TCEAP.pdf)
- Construction plans (H363793 - Upriver Phase III Drawings_IFB_dsp edits2.pdf)
- Specifications (UPRIVER DAM PILLWAY PH 3_2022081_COS GSP-REDUCED.pdf)

FTP Link:

<https://ftp.spokanecity.org/?ShareToken=51986704761384F24DBEB5B866107D973F7734AE>

Password: Upriver2023

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Dan Buller
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6391
E-Mail Address	dbuller@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Step	Expected Dates
Issue Request for Qualifications	6-30-23
Proposals due	7-24-23
Evaluate Proposals	Week of 7-24-23
Conduct oral interviews with finalists, if necessary	Week of 7-31-23
Announce selection, negotiate contract	Weeks of 8-7-23, 7-14-23 and 8-21-23
City Council approval of contract	9-11-23
Contract signatures	Week of 9-11-23
Project kickoff	Week of 9-18-23

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

Proposals shall be submitted via email to dbuller@spokanecity.org. The email shall include subject line “SOQ – Upriver Dam Engineering”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email dbuller@spokanecity.org, and an FTP link will be provided.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principals outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 PROPOSAL (QUALIFICATION STATEMENT)

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal”, résumés and reference letters. The Firm’s Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm’s qualifications/experience in the areas described below.
 - Construction management, especially for projects similar to the City’s project
 - Construction inspection, especially for projects similar to the City’s project
 - Construction engineering, especially for projects similar to the City’s project
 - Design engineering, especially for rehabilitation of dam spillway gates and other components of hydroelectric facilities similar to the City’s
2. A staffing plan listing:
 - a) personnel who will be responsible for carrying out the work.
 - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided,

shall be above and beyond the three references noted above. The City may evaluate references at the City’s discretion.

4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm’s ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm’s non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting will be assigned to the Proposal for evaluation purposes:

Documentation of expertise and experience in construction management, especially for projects similar to the City’s project	33%
Documentation of expertise and experience in construction inspection, especially for projects similar to the City’s project	33%
Documentation of expertise and experience in design engineering, especially for rehabilitation of dam spillway gates and other components of hydroelectric facilities similar to the City’s	34%

5.3 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and been the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6.2 ANTI-KICKBACK

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.3 DISPUTES

This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

6.4 TERMINATION

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.

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.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

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.

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.

6.5. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm 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 Firm.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- 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 contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

6.11 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

6.12 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

6.13 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

6.14 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at dbuller@spokanecity.org or by calling 625-6700.

6.15 FEDERAL FUNDING NONDISCRIMINATION

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

4.7

4.7 - SWD-VB Renewal for the Purchase of Lubrication Products

Paine, David

Council Sponsors: CM's Kinnear and Bingle. Value blanket renewal for the purchase of lubrication products at the WTE.

| For Information

Attachments

[Briefing Paper-Eljay Lube VB.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM's Kinnear and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal for lubrication products at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The WTE Facility uses specific and unique lube products on its various equipment. On July 15, 2019, bids for ITB 5078-19 were received for these Lube Products and Miscellaneous Associated items and Eljay Oil was determined to be the lowest cost bidder.</p> <p>The initial value blanket for this was for three (3) years with the option of two (2) additional one-year renewals and spanned from October 1, 2019, through September 30, 2022, with an annual cost of \$55,000.00. (\$165,000.00 for the three (3) year term.)</p> <p>This will be the final renewal and will span from October 1, 2023, through September 30, 2024, with an estimated cost not to exceed \$55,000.00 plus tax.</p>
Proposed Council Action	Council approval of value blanket renewal
Fiscal Impact Total Cost: <u>\$55,000.00 plus tax</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) What impacts would the proposal have on historically excluded communities? This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The contractor is governed by WA L&I.	

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

4.8

4.8 - SWD-VB Renewal for the Purchase of Diesel

Paine, David

Council Sponsors: CM's Kinnear and Bingle. Value blanket renewal and amendment for the purchase of ultra-low sulfur #2 dyed diesel and supporting equipment at the WTE.

| For Information

Attachments

[Briefing Paper-Eljay Diesel VB Renewal.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	CM's Kinnear and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal and amendment for ultra-low sulfur #2 dyed diesel and supporting equipment.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE Facility. During each scheduled maintenance outage, a 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. The 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. On July 31, 2019, bids for ITB 5076-19 were received for the purchase of this diesel and supporting equipment and Eljay Oil Co. Inc., was determined to be the lowest cost bidder.</p> <p>The initial value blanket term was for three (3) years from October 1, 2019, thru September 30, 2022, with the option of two additional one-year renewals. This will be the final renewal and will span from Oct. 1, 2023, through Sep. 30, 2024, with an estimated cost not to exceed \$175,000.00 plus tax.</p> <p>Due to the escalating price of diesel over the last two years, an additional \$15,000.00 will need added to the current value blanket as well, which runs through Sep. 30, 2023 for an overall annual cost of \$175,000.00 plus tax.</p>
Proposed Council Action	Council approval of value blanket renewal
Fiscal Impact Total Cost: <u>2022-2023 VB \$15,000.00 additional, \$175,000.00 total. 2023-2024 \$175,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities?

This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.

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

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

4.9

4.9 - SWD-VB Amendment for the Purchase of VFD's

Paine, David

Council Sponsor: CM's Kinnear and Bingle. Value blanket amendment for the purchase of variable frequency drives (VFD's) for the WTE.

| For Information

Attachments

[Briefing Paper-Dykman VFD VB Amendment.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM's Kinnear and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value blanket amendment for the purchase of variable frequency drives (VFD) for the WTE.
Summary (Background)	<p>These drives will support replacement efforts for the Boiler Induction Draft Fans, Primary and Secondary Air Fans.</p> <p>On October 27, 2022 bidding closed on RFQ 5760-22 for the as-needed purchase of these variable frequency drives. Three responses were received; Dykman (Spokane Valley, WA), Maktoum Supplier (QC, Canada) and Pro-Line Procurement Services LLC. (Jacksonville, FL). Dykman was selected as the low cost bidder. The initial value blanket award was for one year with the possibility of four (4) additional one-year renewals. The current term is from December 15, 2022 through December 14, 2023 with an annual cost not to exceed \$70,100.00 plus tax.</p> <p>An additional drive is needed prior to the renewal date of this value blanket, so an additional \$15,000.00 plus tax is needed to place the order.</p>
Proposed Council Action	Council approval of VB amendment.
<p>Fiscal Impact: Total Cost: <u>\$15,000.00 plus tax additional. Overall annual cost of \$85,100.00 plus tax.</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2023 SWD Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.

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

The contractor is governed by WA L&I.

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

The COS Procurement Policies regulate and safeguard this process.

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

This work supports the continued safe operation the Facility. The expenditure is supportive of the Sustainable Action Plan and the Capital Improvement Program.

4.10

4.10 - Value Blanket with Two Rivers Terminal, LLC to supply Sodium Bisulfite

*Arrington, Kyle,
Gennett, Raylene,
Cannon, Mike*

CM Kinnear

Consent to award five (5) year value blanket contract to supply Sodium Bisulfite to Two Rivers Terminal, LLC.

| For Information

Attachments

[Briefing Paper Template 2023 Bisulfite.docx](#)

[Bid Tab ITB 5927-23.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award five (5) year value blanket contract to supply Sodium Bisulfite to Two Rivers Terminal, LLC.
Summary (Background)	<p>ITB 5927-23 was issued to enable us to procure this necessary product on an as needed basis.</p> <p>Sodium bisulfite is used to neutralize sodium hypochlorite in the effluent water to reduce toxic effects on aquatic organisms in the Spokane River.</p> <p>The contract shall be with Two Rivers Terminal, LLC for a five-year period beginning approximately August 15, 2023 and terminating on August 14, 2028</p>
Proposed Council Action	Council consent agenda August 7 th , 2023
Fiscal Impact	
Total Cost: <u>\$1,576,412.50</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Department's Operating Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? There will be no disproportionate impacts to historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

This aligns with our current Purchasing Policy guidelines. ITB 5927-23 was issued and Two Rivers Terminal, LLC was the lowest responsive, responsible bidder.



ITB 5927-23 SODIUM BISULFITE SOLUTION, 40% , As Needed Value Blanket

Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

VENDOR		Two Rivers Terminal, LLC		Jennifer Perras (Univar Solutions)	
Item	Annual Estimated Quantity, More Or Less	Unit Price Per Gallon	Extended Price	Unit Price Per Pound	Extended Price
SODIUM BISULFITE SOLUTION, 40%. Unit Price Per Gallon is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Unit Price Should Not Include Tax. Pricing would be firm throughout the first year of contract. Pricing Adjustments can be requested on the anniversary of the award with justification. Stated Quantity of 650,000 gallons is based on an annual estimated qty of 130,000 gallons.	650,000 gallons	\$2.225	\$1,446,250	\$2.395	\$1,556,750
Subtotal		\$1,446,250.00		\$1,556,750.00	
Tax 9%		\$130,162.50		\$140,107.50	
Extended Total		\$1,576,412.50		\$1,696,857.50	
EMERGENCY DELIVERY: Additional Freight Cost per gallon for Emergency Deliveries ONLY. Cost Should Not Include Tax.		\$2.23		\$0.00	
EMERGENCY DELIVERY: Flat Rate Fee Per Emergency Delivery		No		\$300	
Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?		Included In Unit Price		No	

4.11

4.11 - Thorpe Reservoir #2

Buller, Dan

Council Sponsor: CM Kinnear. Thorpe Reservoir #2.

| For Information

Attachments

[Thorpe Rd Water Tank PIES Briefing Paper \(7-24-23\).docx](#)

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Thorpe Reservoir #2
Summary (Background)	<ul style="list-style-type: none"> This project constructs a 5 million gallon steel water tank adjacent to the existing 5 million gallon steel water tank. The proposed tank height will be approx. 60' and diameter will be about 125', both the same as the existing adjacent tank. This additional storage is needed in the low pressure zone, the zone which serves most of downtown Spokane. It will also provide redundancy and capacity for growth in the growing west plains area. The City was awarded a low interest DWSRF loan to fund the construction. The loan will be paid off over time with water rate income. As seen in the attached exhibit, the proposed tank is adjacent to an existing tank surrounded by trees which are nearly as tall as the tank itself in a sparsely populated area of town. This project is out of the roadway so will have minimal traffic impacts. Construction is planned for spring 2024 through fall 2025. See attached exhibits.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact:	
Total Cost: _Approx. \$8M	
Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source X One-time <input type="checkbox"/> Recurring	
Specify funding source: project funds (generally street or utility funds)	
Expense Occurrence X One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
<p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	

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

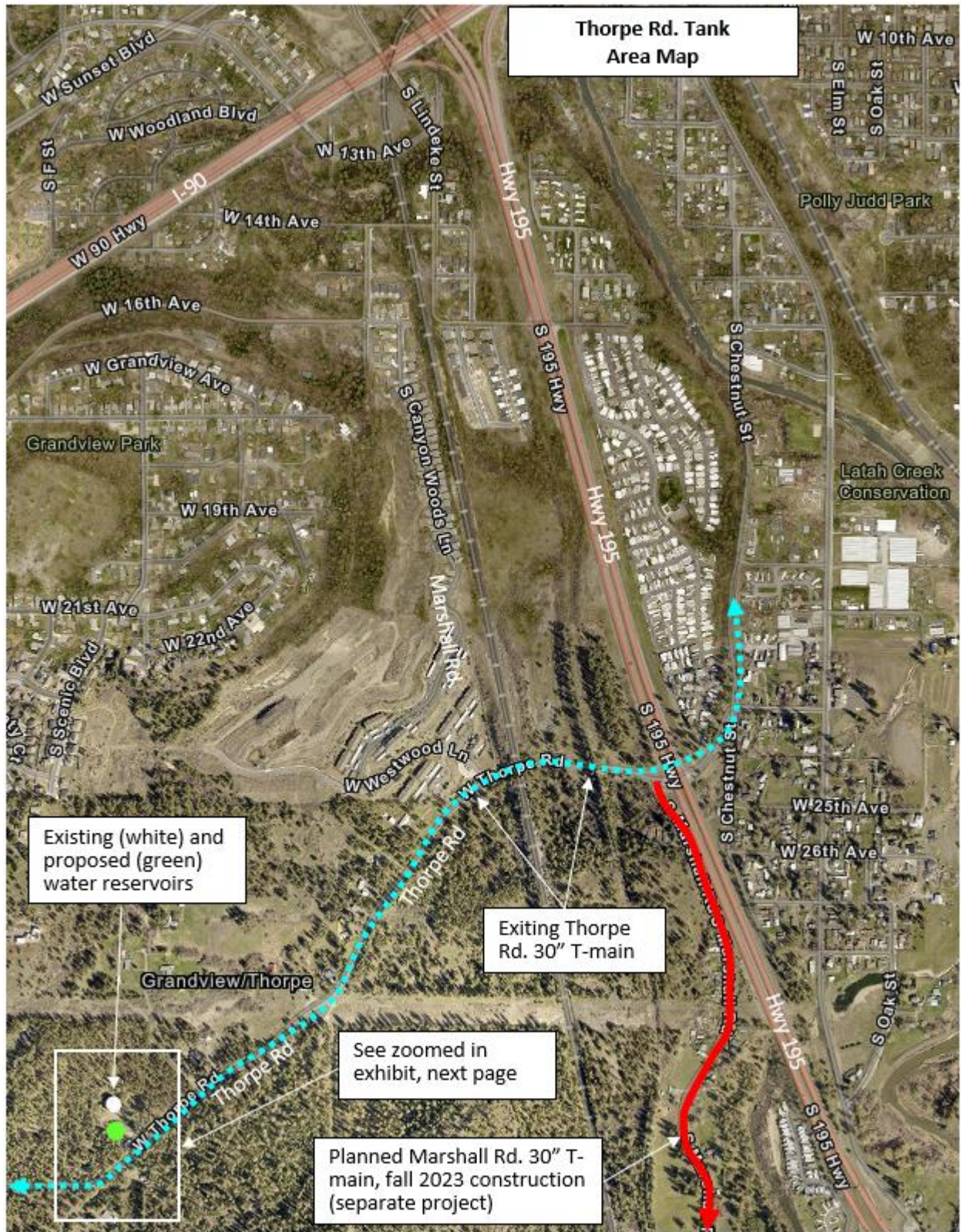
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

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





4.12

4.12 - Traffic Calming (Cycle 10)

Buller, Dan

Council sponsor: CM Kinnear. Cycle 10 Traffic Calming.

| For Information

Attachments

[Traffic Calming Cycle 10 PIES Briefing Paper \(7-24-23\).docx](#)

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Traffic Calming (Cycle 10)
Summary (Background)	<ul style="list-style-type: none"> This is the annual neighborhood traffic calming project funded primarily by red light camera funds together with a small amount (approx. 3% each) of state TIB, local impact fees and local PDA funds. Projects are in all three districts. Project components can be seen in the attached exhibits. Due to the time of year and large size of this project, most work on this project will occur next spring/summer.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
Fiscal Impact: Total Cost: Engineer's estimate approximately \$4M Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

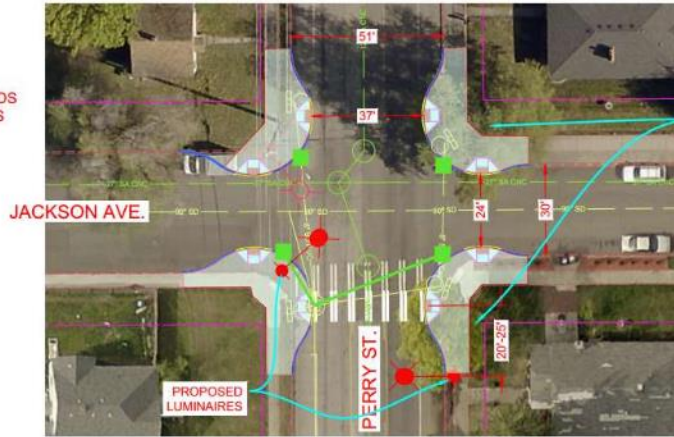
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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



NOTE: THIS PROJECT ALSO FUNDS TWO "20 WHEN FLASHING" UNITS ON PERRY STREET



PRUNE TREES PER COS STANDARDS



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOW DATA IS APPL. EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

PERRY STREET
PROJECT # 2020046
JACKSON AVE. TO MARIETTA AVE.
DISTRICT 1 - BUMPOUTS AND SIDEWALK

SHEET 1 OF 1

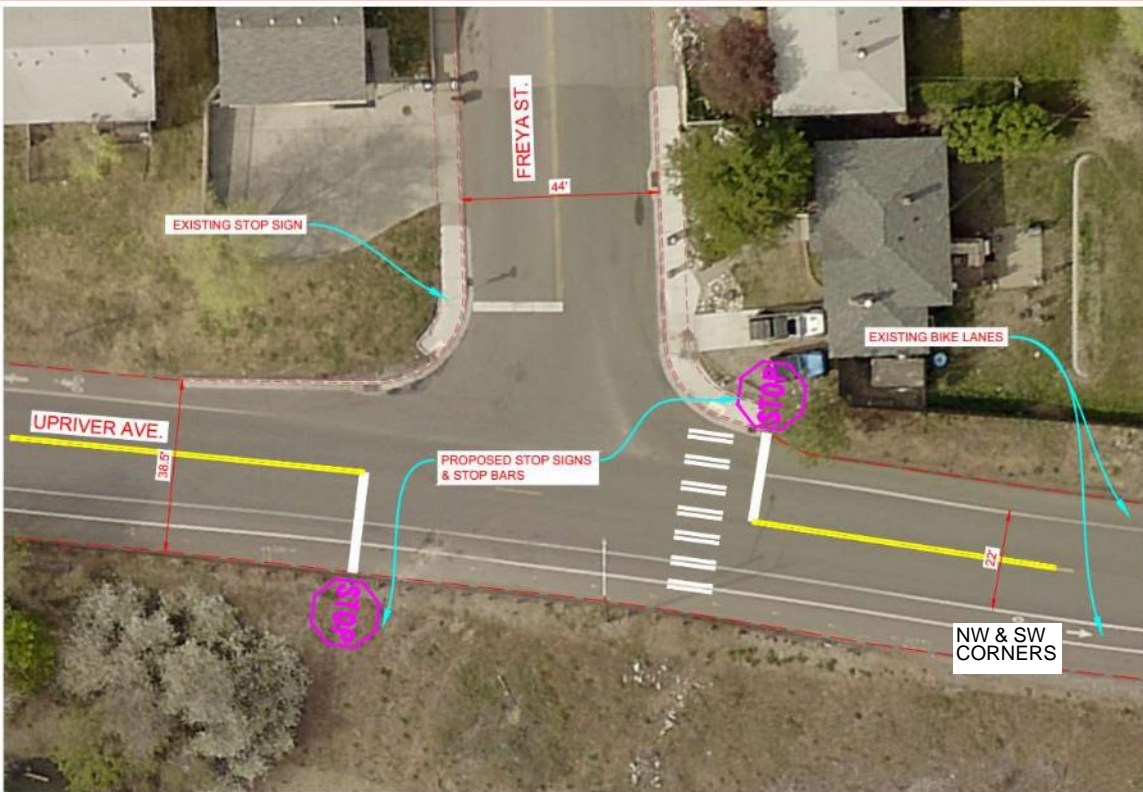


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INTEGRATED CAPITAL MANAGEMENT

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PITTSBURG STREET
PROJECT # 2020046
NORTH FoothILLS DR. TO EUCLID AVE.
DISTRICT 1 - 5' SIDEWALK

SHEET 1 OF 1

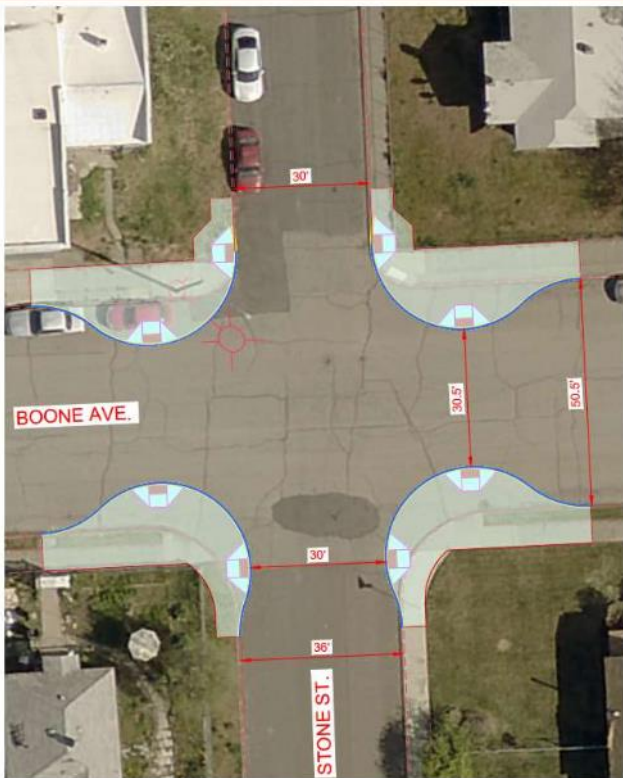


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UPRIVER DRIVE
PROJECT # 2020046
@ FREYA STREET
DISTRICT 1 - ALL WAY STOP

SHEET 1 OF 1

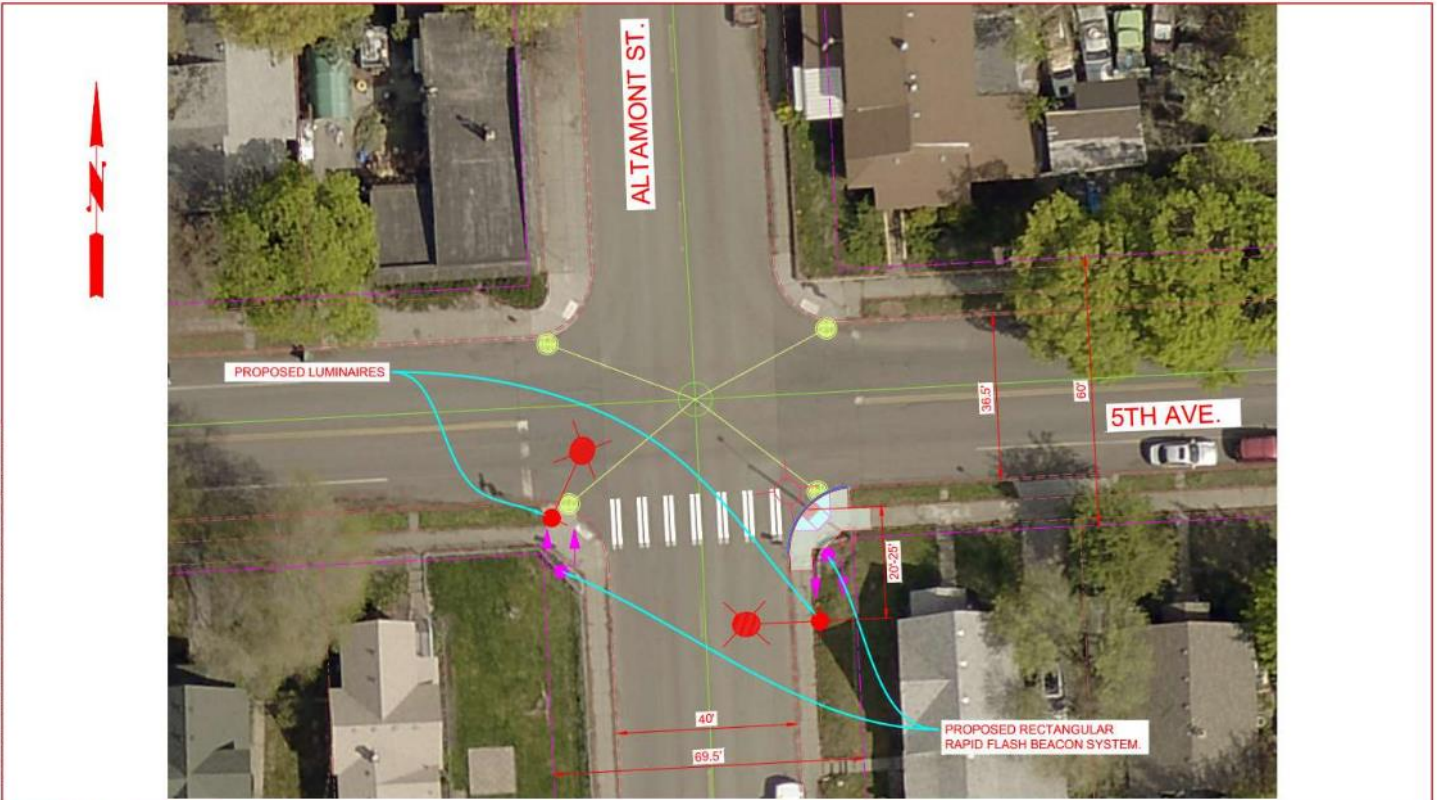


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BOONE AVENUE
PROJECT # 2020046
@ STONE & COOK INTERSECTIONS
DISTRICT 1 - BUMPOUTS

SHEET 1 OF 1




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ALTAMONT STREET
 PROJECT # 2020047
 INTERSECTION
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON SYSTEM

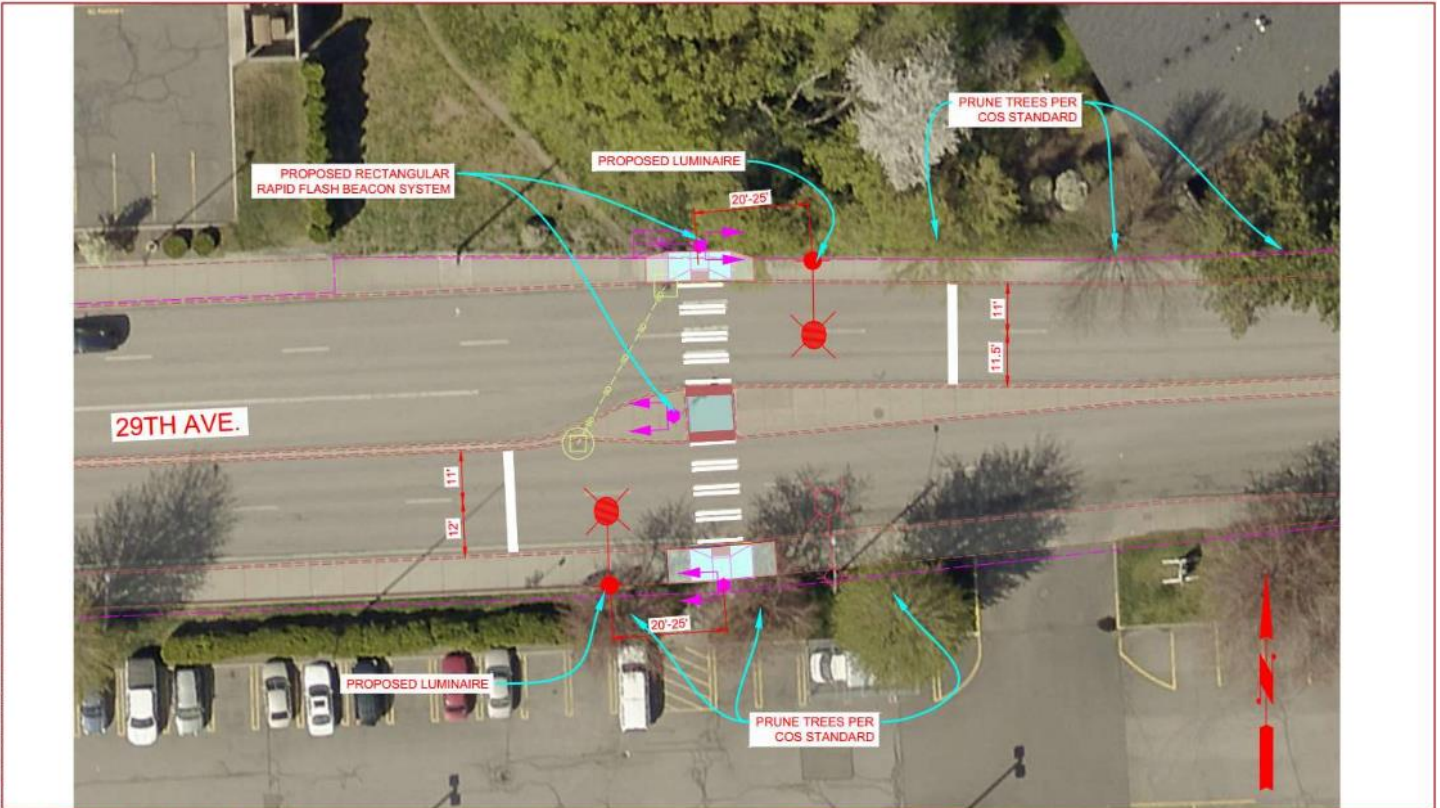
SHEET 1 OF 1




PUBLIC WORKS DIVISION
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5TH AVENUE
 PROJECT # 2020047
 HAVEN TO FISKE
 DISTRICT 2 - BUMPOUTS

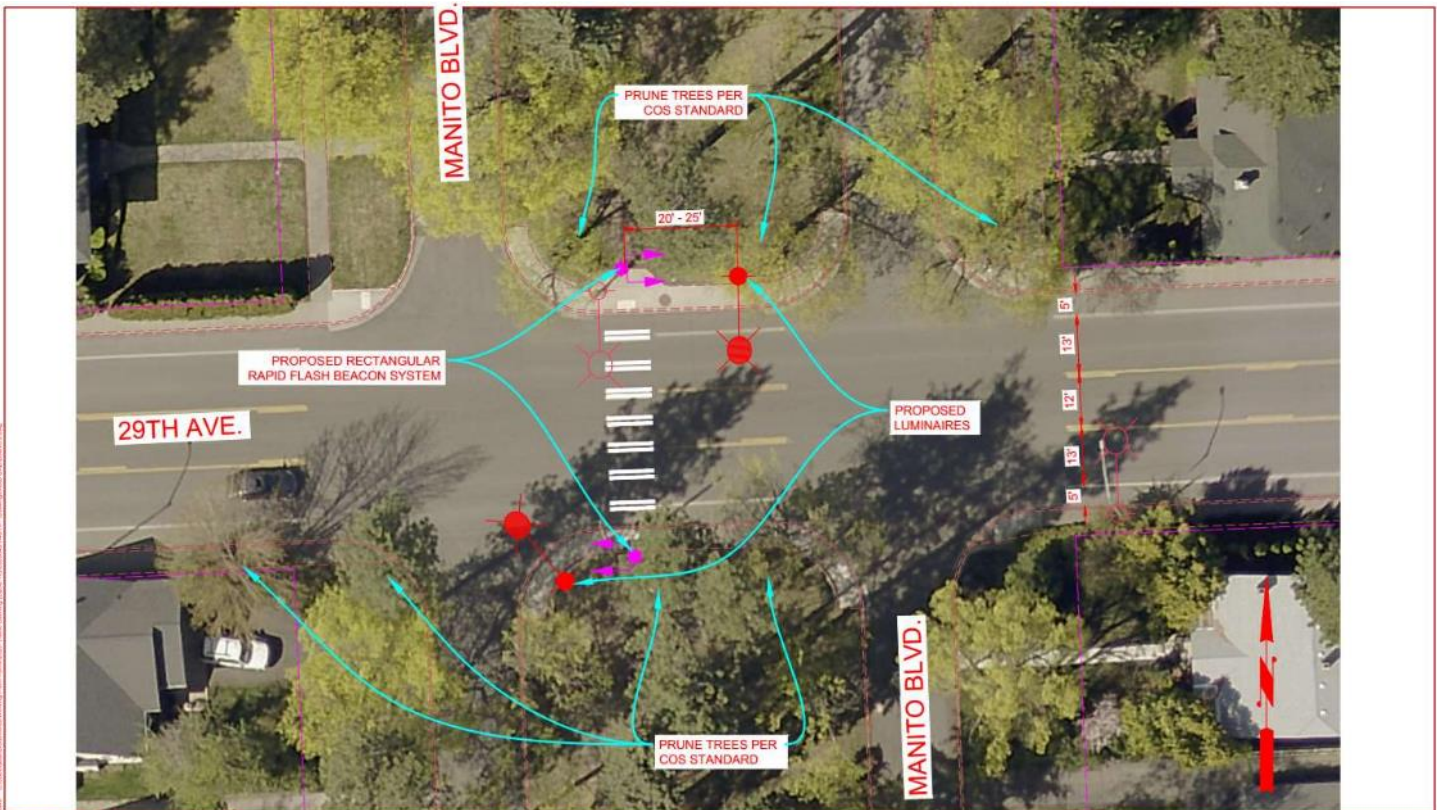
SHEET 1 OF 1




PUBLIC WORKS DIVISION
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29TH AVENUE
 PROJECT # 2020047
 @ ROSAUERS CROSSWALK
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON

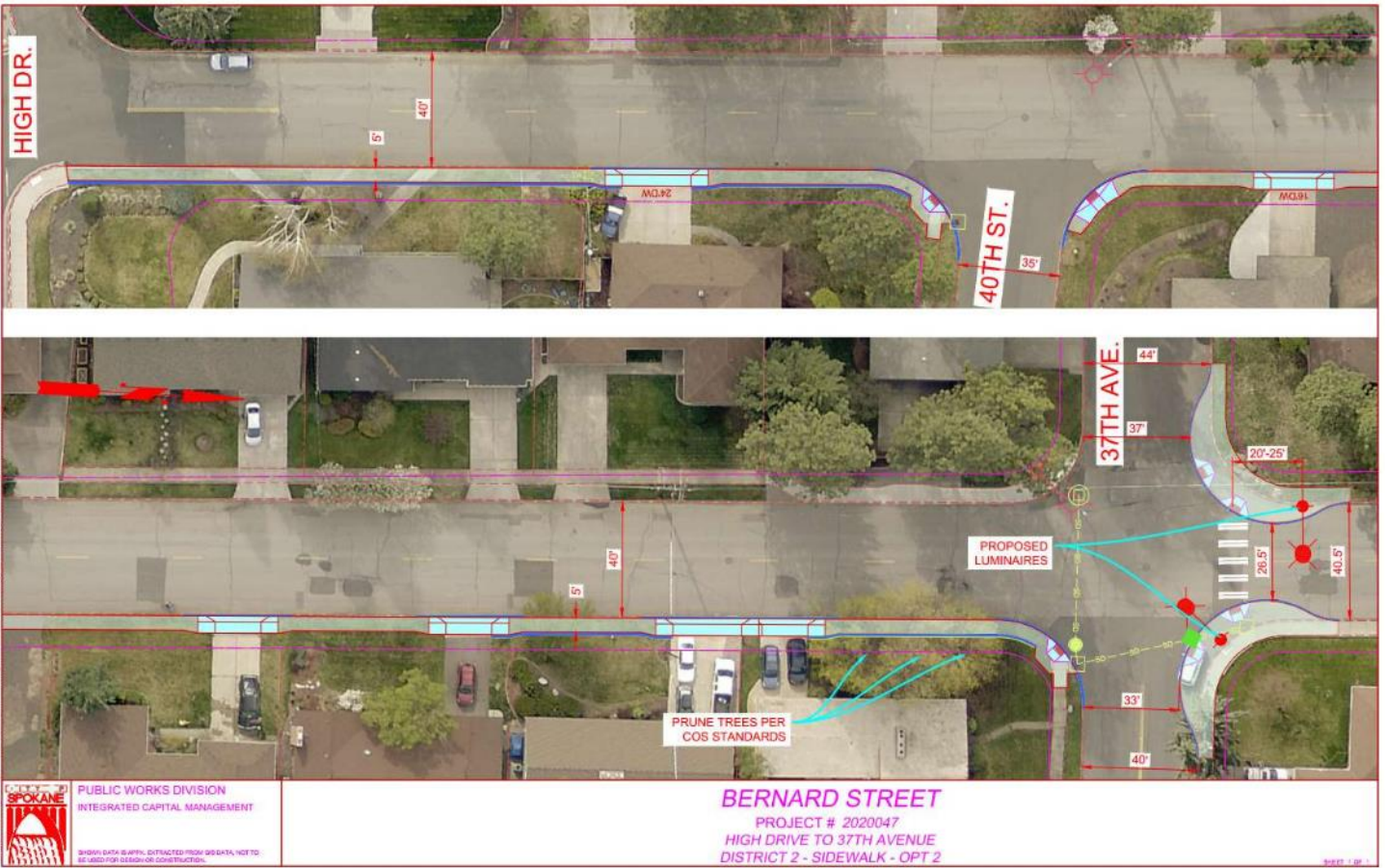
SHEET 1 OF 1

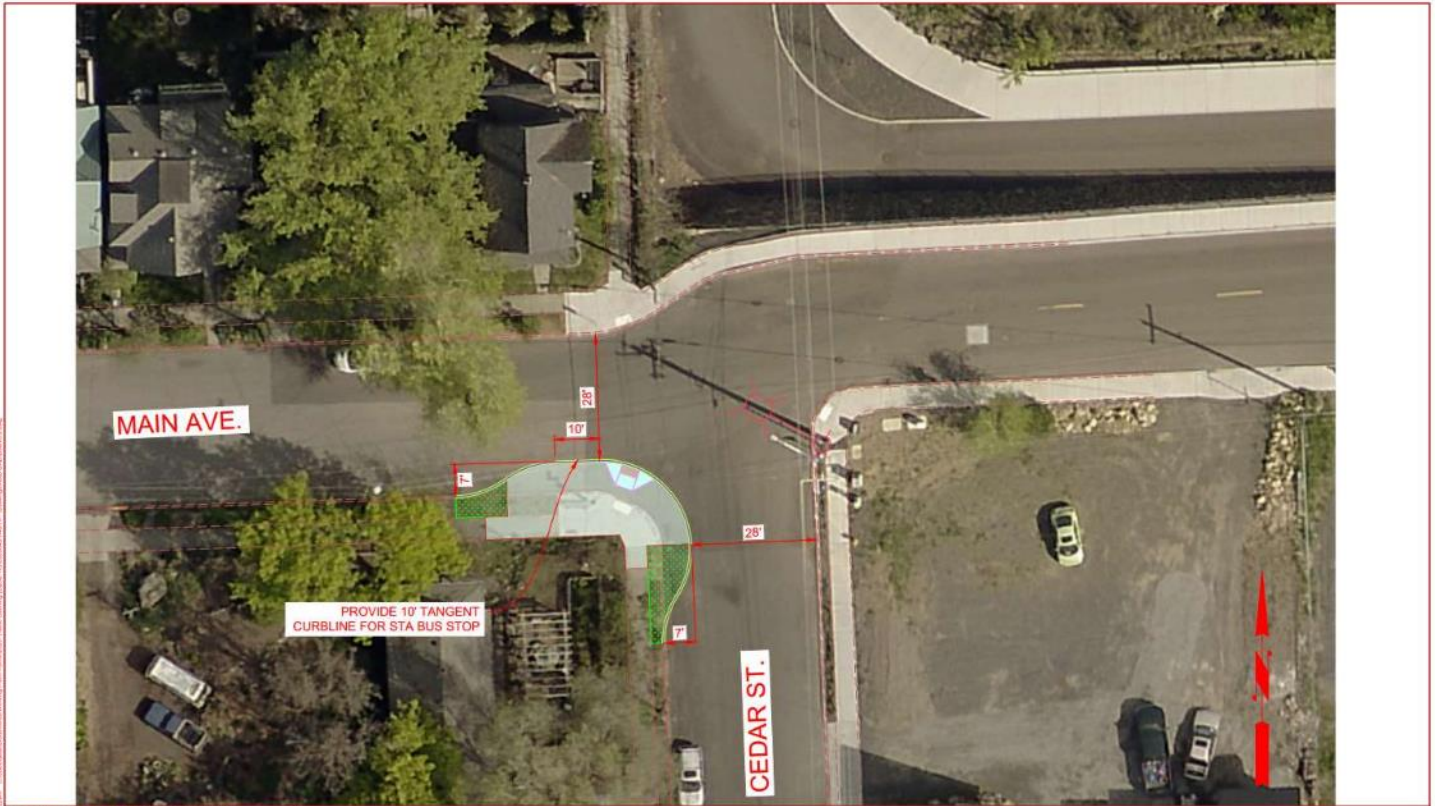



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29TH AVENUE
 PROJECT # 2020047
 MANITO BLVD
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON

SHEET 1 OF 1





MAIN AVE.

PROVIDE 10' TANGENT CURBLINE FOR STA BUS STOP

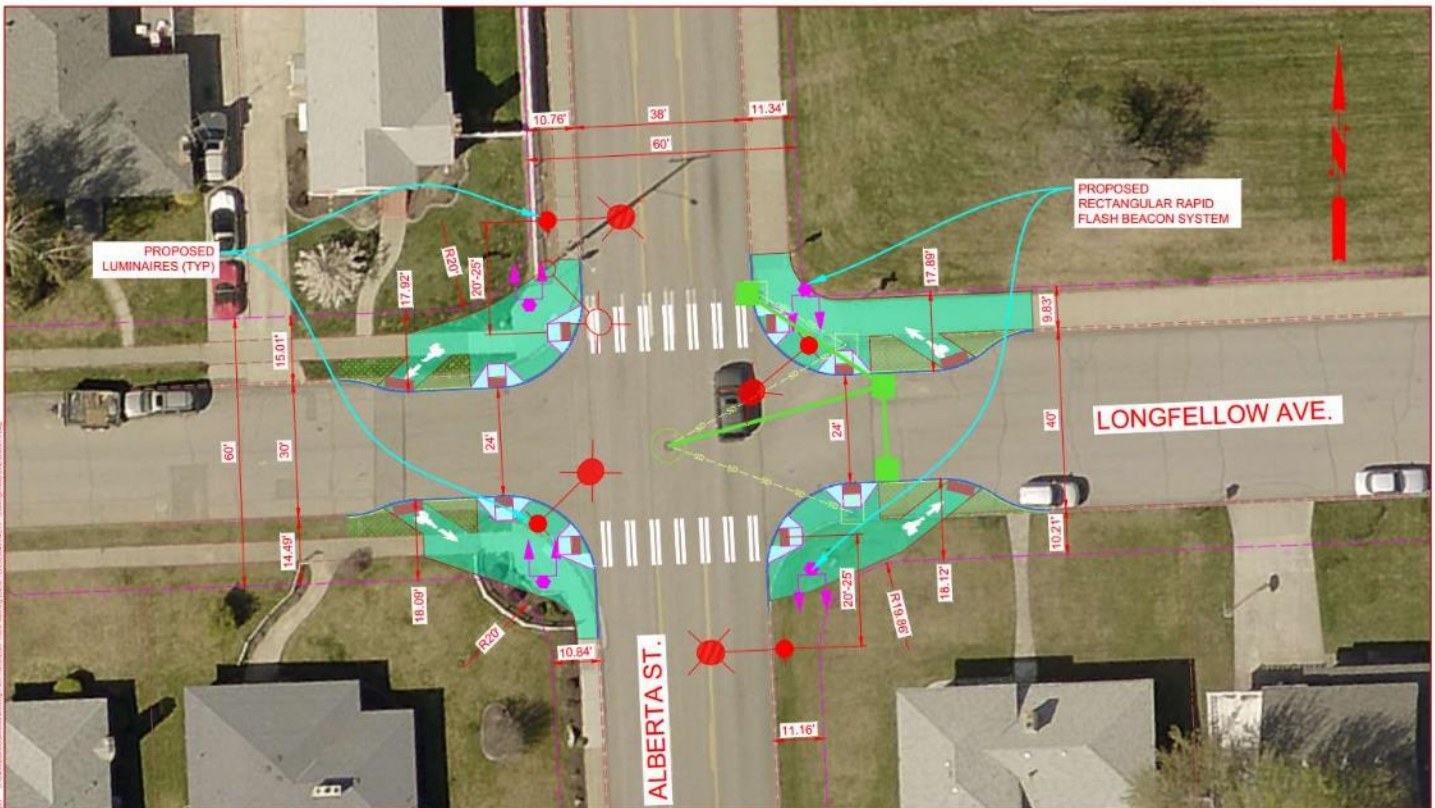
CEDAR ST.

SPOKANE PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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MAIN AVENUE
PROJECT # 2020047
CEDAR STREET
DISTRICT 2 - BUMPOUT

SHEET 1 OF 1



PROPOSED LUMINAIRES (TYP)

PROPOSED RECTANGULAR RAPID FLASH BEACON SYSTEM

LONGFELLOW AVE.

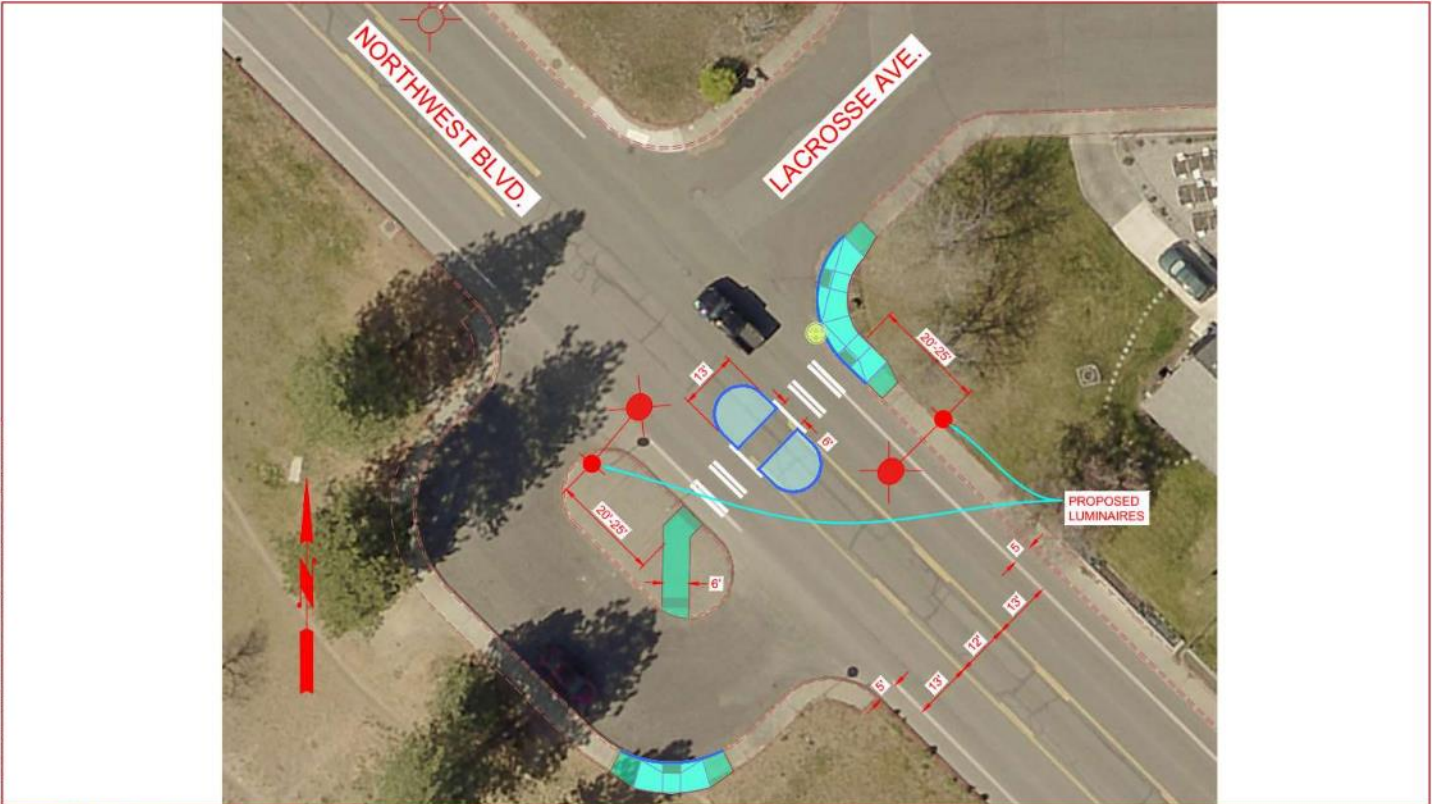
ALBERTA ST.

SPOKANE PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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ALBERTA & LONGFELLOW
INTERSECTION
PROJECT # 2020048
DISTRICT 3 - RECTANGULAR RAPID FLASH BEACON SYSTEM - 2

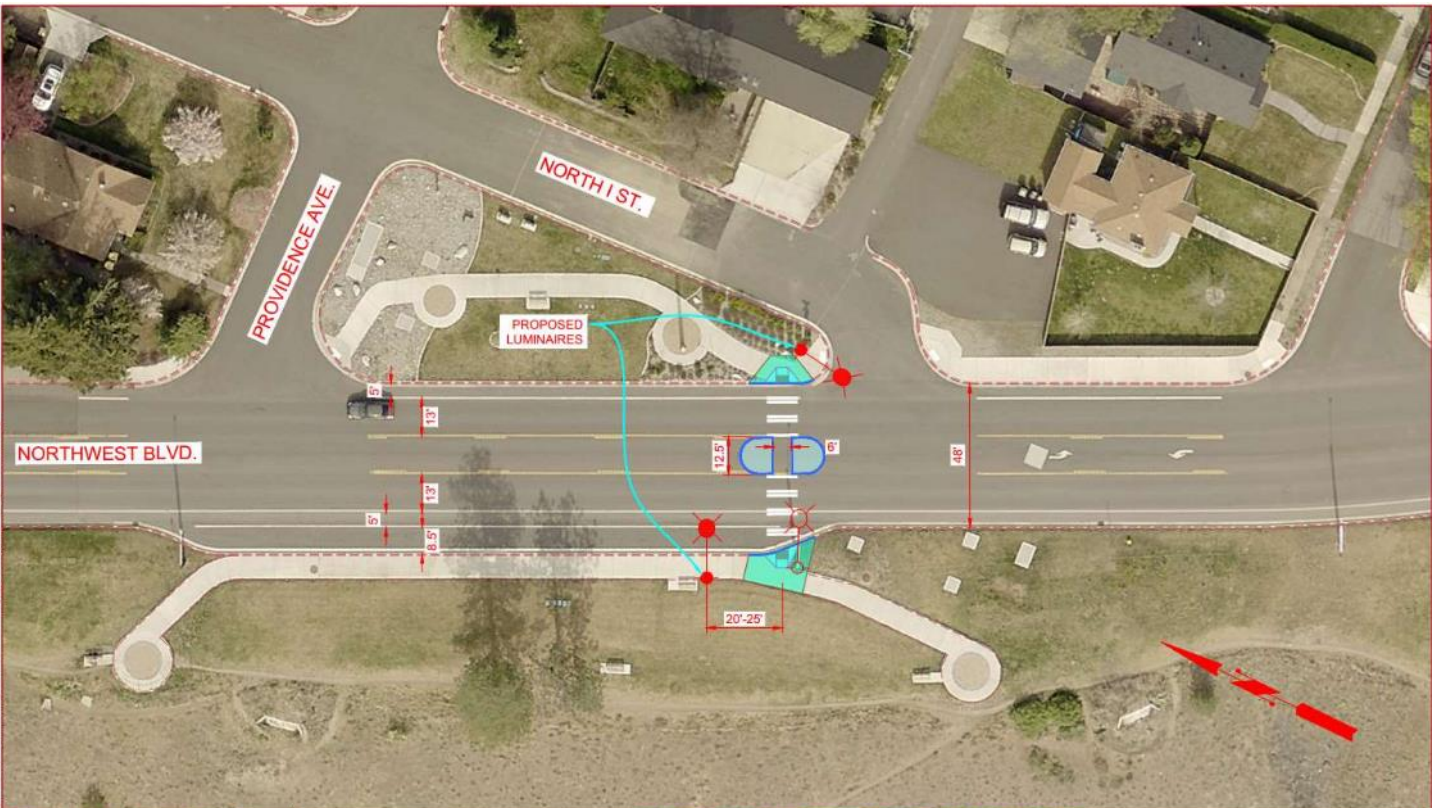
SHEET 1 OF 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
SHOW DATA & STYLE, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

NORTHWEST BLVD @ LACROSSE AVE
 PROJECT # 2020048
 INTERSECTIONS
 DISTRICT 3 - CROSSWALK

Sheet 1 of 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
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NORTHWEST BLVD @ PROVIDENCE
 PROJECT # 2020048
 INTERSECTION
 DISTRICT 3 - CROSSWALKS

Sheet 1 of 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
BROWN DATA IS Aerial, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

ROWAN AVENUE
 PROJECT # 2020048
 MONROE ST. TO WALL ST.
 DISTRICT 3 - 5' SIDEWALKS

SHEET 1 OF 2




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
BROWN DATA IS Aerial, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

SHAWNEE AVENUE
 PROJECT # 2020048
 MOORE STREET TO WOODRIDGE DRIVE
 DISTRICT 3 - 5' SIDEWALKS - OPT 2

SHEET 1 OF 2



Ash St. - Broadway to Dean
Currently 1 Way Southbound
Convert to 2 way

4.13

4.13 - Maple-Ash Chip Seal

Buller, Dan

Council sponsor: CM Kinnear. Maple-Ash Chip Seal project.

| For Information

Attachments

[Maple-Ash Chipseal PIES Briefing Paper \(7-24-23\).docx](#)

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Maple-Ash Chip Seal project
Summary (Background)	<ul style="list-style-type: none"> This project will chip seal Maple & Ash between Northwest Blvd & Rowan Ave as shown on the attached exhibit. Public involvement will consist of a letter and brochure describing the project limits and how chip sealing works mailed to fronting property owners. This project is federally funded. This job will be completed in two segments. The first segment of work is crack sealing which will occur in 2023. Then, in order to give the crack seal time to cure, chips sealing will occur in 2024.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approx. \$750,000 Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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

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

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



4.14

4.14 - Marshall Road Transmission Main Phases 2 and 3

Buller, Dan

Council sponsor: CM Kinnear. Marshall Road Transmission Main Phases 2 and 3.

| For Information

Attachments

[Marshall Rd. T-Main Ph 2 PIES Briefing Paper \(7-24-23\).docx](#)

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Marshall Road Water Transmission Main – Phases 2 & 3
Summary (Background)	<ul style="list-style-type: none"> As development occurs along the Hwy 195 corridor, the Water Department is upgrading its infrastructure to support that development. At present, a single transmission main (large diameter main) connects the city's sources of supply (wells) to the growing Hwy 195 residential corridor. This project provides a second transmission main by way of a two phase 2.5 mile 30" diameter transmission main. Phase 1 has already bid and is planned to begin construction this fall. It will be located within the mostly gravel Marshall Rd. Phases 2 & 3 cross multiple privately owned parcels as well as the railroad and then is within Cheney Spokane Rd. It will advertise this fall and is planned for construction in 2024. Also included is a sewer main to serve this growing area. See attached exhibit. This project is locally funded.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approx. \$7M-\$10M Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

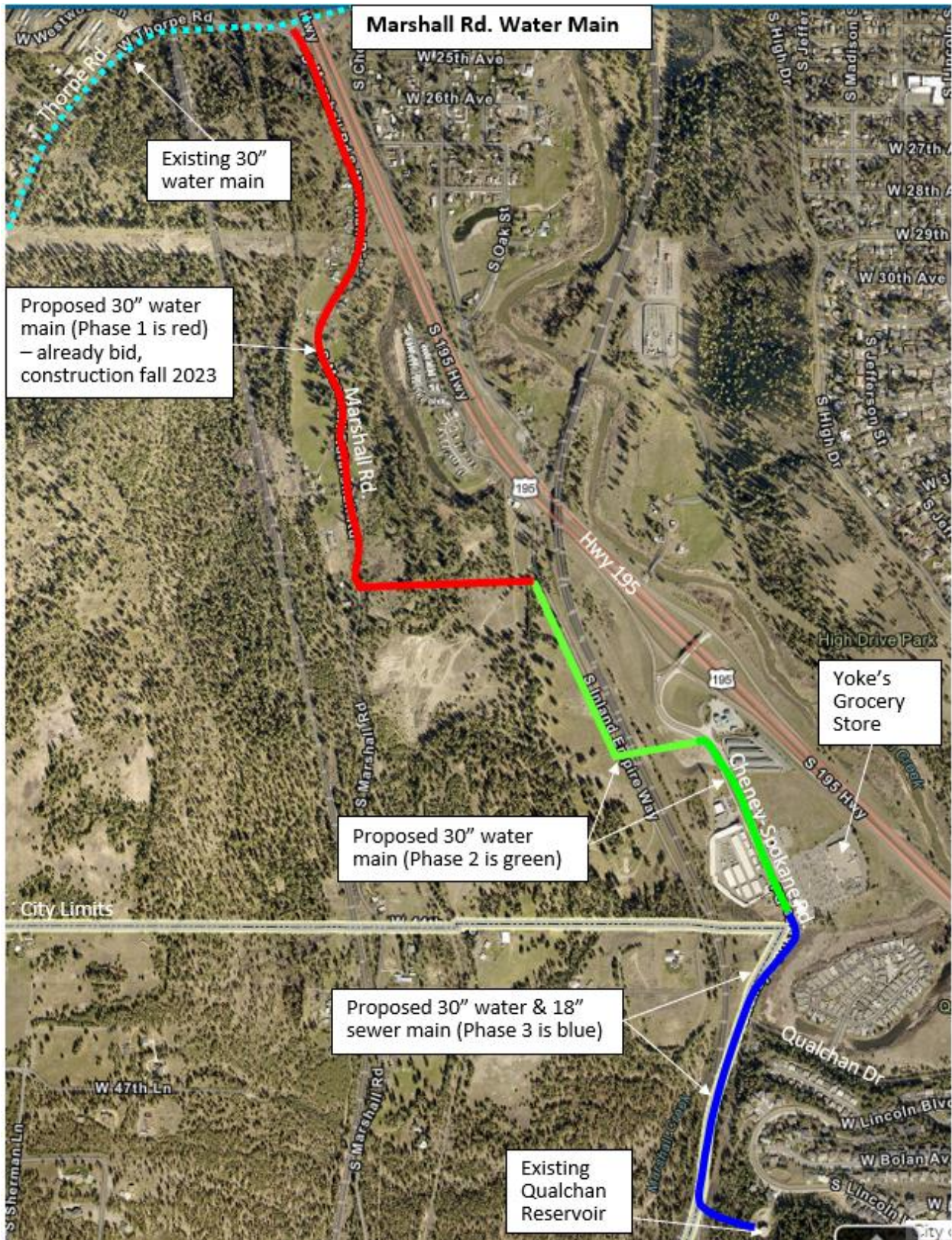
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

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



4.15

4.15 - 9th and Pine Booster Station

Buller, Dan

Council Sponsor: CM Kinnear. 9th and Pine Booster Station Replacement.

| For Information

Attachments

[9th_Pine BS Briefing Paper \(7-24-23\) \(2\).docx](#)

[feed](#)

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	9 th & Pine Booster Station Replacement
Summary (Background)	<ul style="list-style-type: none"> As shown in the attached exhibit, on 9th Ave. between Rockwood Blvd & Cowley St., there is a large readily visible water tank and a small, buried water booster station. That booster station pumps water from the adjacent water tank to the water tanks west of Ray St. at about 23rd Ave and the tank on the west side of Grand Blvd at 14th Ave., both of which serve the lower south hill. This booster station, constructed in the mid-1960s, is beyond its service life and needs to be replaced. Because buried booster stations are problematic in terms of maintenance, modern booster stations are generally no longer constructed below ground. The proposed booster station will be a single story concrete masonry unit (CMU) building which is typical for this type of building. It will measure about 35'x45' and be located between the existing water tank and 9th Ave in the general location of the existing booster station. Because of long lead times on pumps and electrical, while this project is planned to advertise for bids this fall, construction won't begin until spring/summer of 2024 and be completed in fall 2025. Except for the tie-in to the existing water main on 9th Ave., this project is out of the roadway so will have minimal traffic impacts. This project is funded with water rates. See attached exhibit.
Proposed Council Action & Date:	Information only. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: _Approx. \$5-\$6M Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to	

respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

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

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

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

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



4.16

4.16 - Residential Chip Seal

Buller, Dan

Council sponsor: CM Kinnear. 2023 Residential Chip Seal

| For Information

Attachments

[2023 Res Chipseal PIES Briefing Paper \(7-24-23\).docx](#)

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2023 Residential Chip Seal project
Summary (Background)	<ul style="list-style-type: none"> This project will chip seal residential streets in three areas as shown on the attached exhibits. Public involvement will consist of a letter and brochure describing the project limits and how chip sealing works mailed to fronting property owners. This project is the annual TBD funded residential chip seal project. The project will be completed in two segments. The first segment of work is crack sealing which will occur in 2023. Then, in order to give the crack seal time to cure, chips sealing will occur in 2024.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: \$1.3M Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

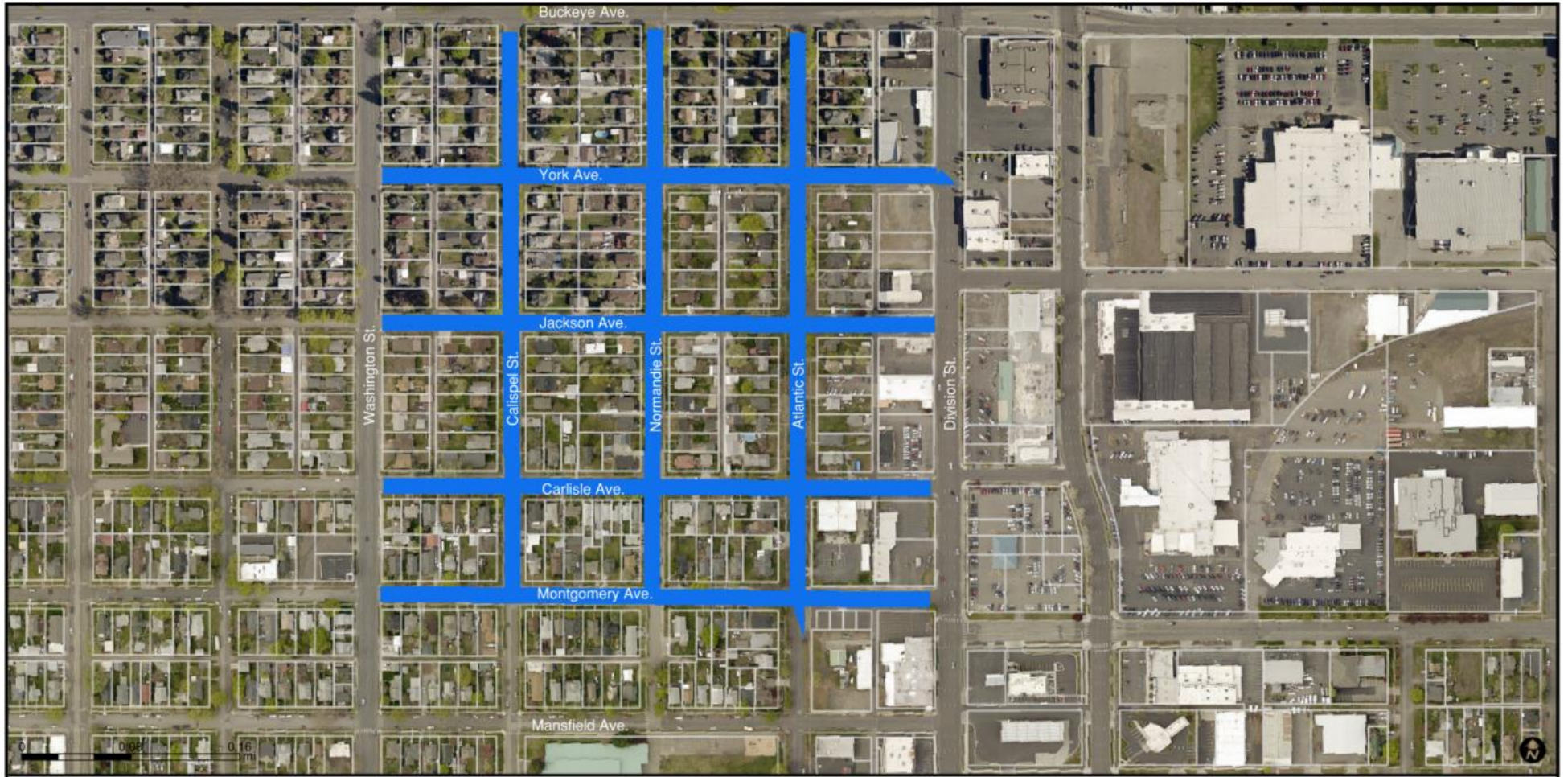
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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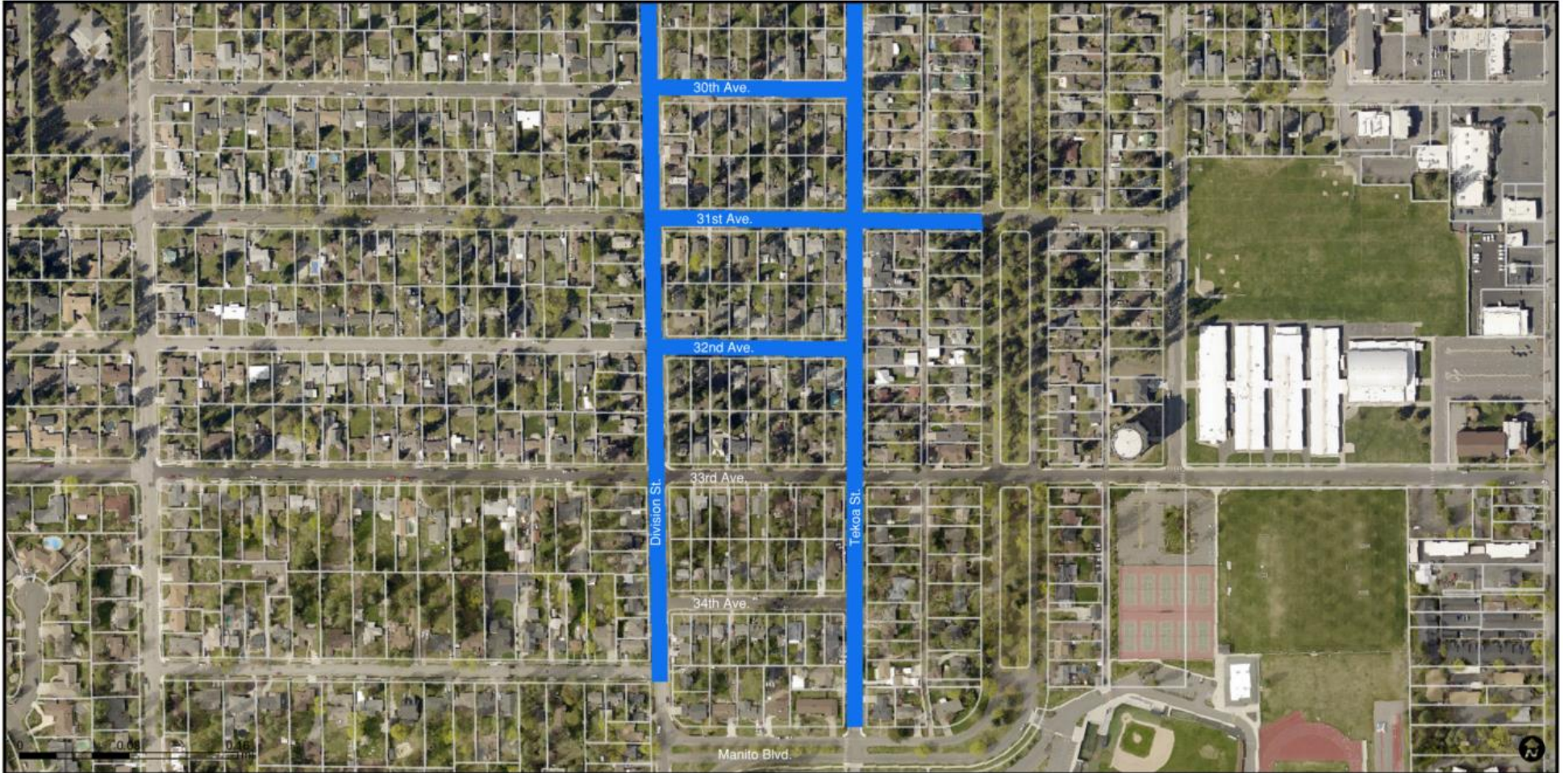
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

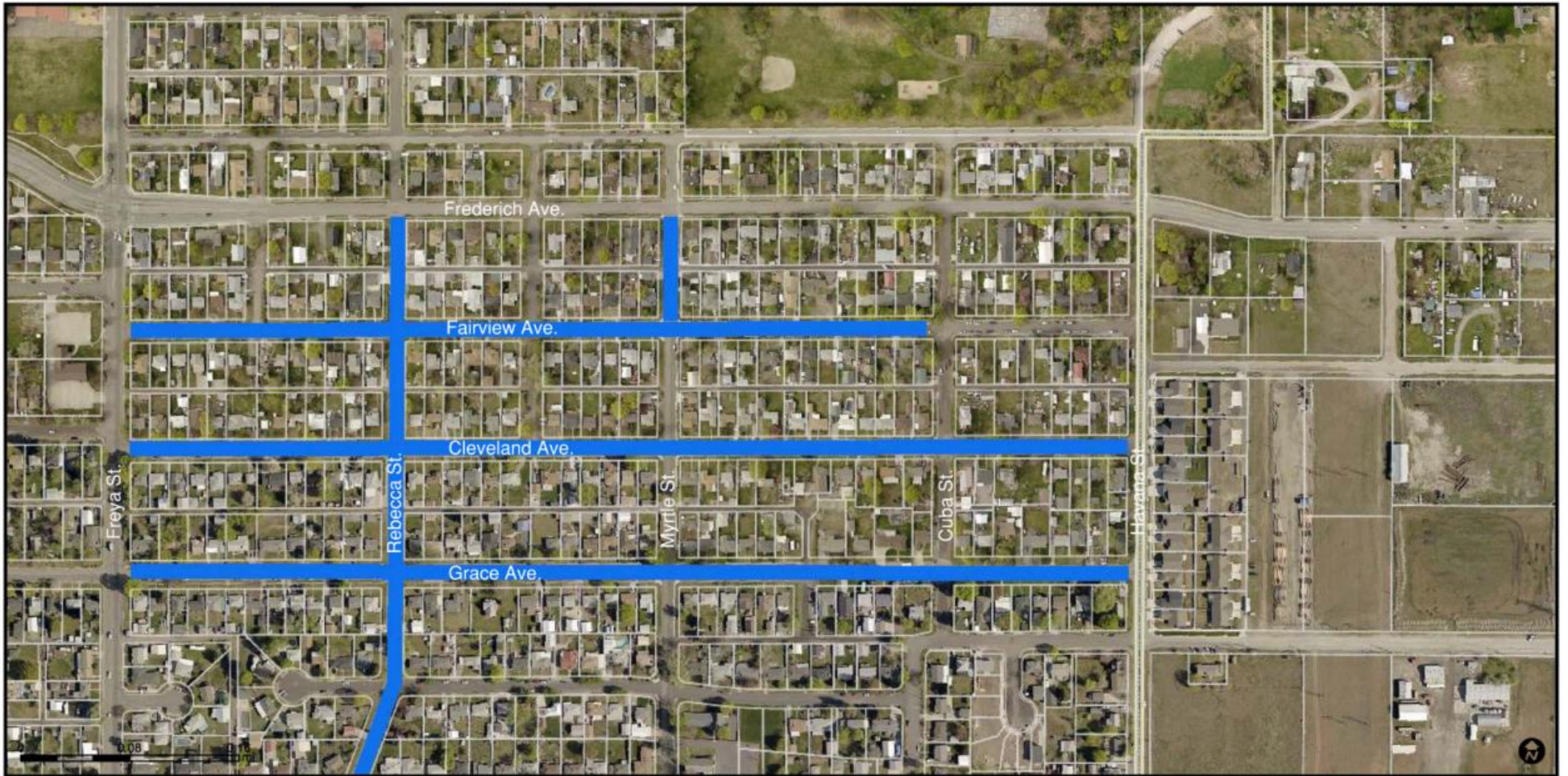
Normandie, et al Chip Seal



Tekoa, Division, et al Chip Seal



Cleveland, Rebecca, Et Al Chip Seal



4.17

4.17 - RW Vacation of Ross Ct.

Brown, Eldon

Council Sponsor Jonathon Bingle and Michael Cathcart - Sending RW Vacation Ordinance C35425 back for a new 1st and final reading.

| For Information

Attachments

[Breifing Paper.docx](#)

[Council Sponsor Email 1.msg](#)

[Council Sponsor Email 2.msg](#)

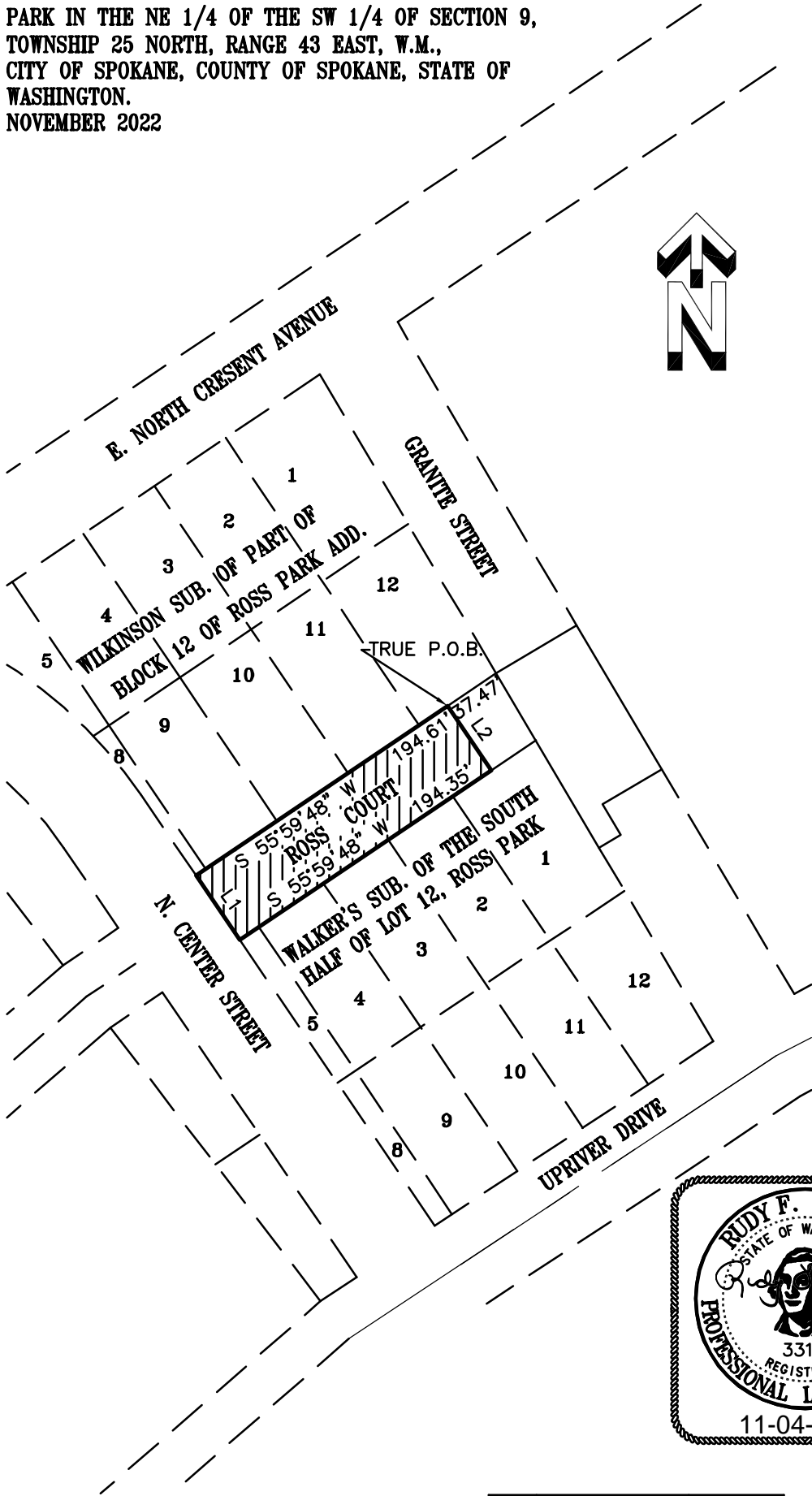
[VACATION EXHIBIT.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Developer Services
Contact Name	Eldon Brown
Contact Email & Phone	dbrown@spokanecity.org 509-625-6305
Council Sponsor(s)	Jonathan Bingle, Michael Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Right-of-way Vacation of Ross Ct.
Summary (Background)	Back in 2016 the Riverview Retirement Community applied to vacate portions of Ross Ct. and City Council granted that vacation subject to conditions. (Ordinance C35425). Those conditions have finally been met and staff wishes to send the ordinance back to City Council for a new 1 st and final reading of the ordinance.
*use the Fiscal Impact box below for relevant financial information	
Proposed Council Action	
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <small>Click or tap here to enter text.</small>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? NA	

ROSS COURT STREET VACATION
 A PORTION OF WILKINSON SUBDIVISION OF PART OF
 BLOCK 12 OF ROSS COURT AND WALKER'S
 SUBDIVISION OF THE SOUTH HALF OF LOT 12 ROSS
 PARK IN THE NE 1/4 OF THE SW 1/4 OF SECTION 9,
 TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M.,
 CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF
 WASHINGTON.
 NOVEMBER 2022



LINE	BEARING	DISTANCE
L1	S 34°19'12\" E	50.00'
L2	N 34°01'12\" W	50.00'

RFK LAND SURVEYING INC.				
1420 WEST GARLAND AVENUE SPOKANE, WA 99205 TEL: (509) 324-7861 FAX: (509) 327-7249 E-MAIL: Rudy@RFKLandSurveying.com	DRAWN	APPROVED	SCALE	PROJECT
	RFK	RFK	1"=100'	22-145
	DATE	DATE	SHEET	FIELD BOOK
	11/01/2022	11/01/2022	2 OF 2	N/A

4.18

4.18 - Traffic Control, Signing & Striping Consultant

Buller, Dan

Council Sponsor: CM Kinnear. Traffic Control, Signing and Striping On-Call Consultant.

| For Information

Attachments

[Traffic Control Permanent Signing Striping Consultant.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Traffic Control, Signing & Striping On-Call Consultant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Most public works projects designed and bid by Engineering Services require traffic control and permanent signing and striping (TC/PSS) design. As the volume of public works projects has increased, the number of staff preparing TC/PSS designs has remained constant. As a result, PC/PSS design can delay the project schedule.</p> <p>To clear this roadblock, Engineering Services seeks to retain an on-call consultant specializing in this type of work to be used on an as-needed basis. Once the selection process is complete, a contract will be forward to Council for review and approval.</p> <p>Costs for this consultant would be reimbursed by public works project for which the consultant is used.</p>
Proposed Council Action	Information only; this is background information for future request for council approval of consultant contract.
<p>Fiscal Impact Total Cost: <u>\$200,000</u> Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>	

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

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

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

4.19

4.19 - Division BRT Prelim Engineering Reimbursement

Miller, Katherine E

Council Sponsor: CM Kinnear

Spokane Transit Authority (STA) approached the City of Spokane with a request for additional assistance during their Division Street BRT project. The resulting agreement would reimburse the City for time spent by the Director of Strategic Initiatives & Development in support of STA's project.

| For Information

Attachments

[July PIES Briefing Paper: STA-COS Reimbursement Agreement.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Division Street Bus Rapid Transit Preliminary Engineering Reimbursement Agreement
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Spokane Transit Authority (STA) approached the City of Spokane with a request for additional assistance during their Division Street BRT project. The resulting agreement would reimburse the City for time spent by the Director of Strategic Initiatives & Development in support of STA's project.</p> <p>City costs eligible for reimbursement by STA include, but are not limited to, direct and indirect costs associated with time engaged by the City Director – Strategic Initiatives & Development in planning, coordinating and participating in support of the Division Street Bus Rapid Transit Preliminary Engineering and Scoping Phase. Example activities include participation in meetings related to the Project, workflow support as it pertains to City input, coordinating City responses, coordination with other agencies as needed, and conflict resolution.</p> <p>The Term of this Agreement shall retroactively commence as of January 1, 2023, and shall continue until the final date of completion of the Project or the date on which all reimbursement payments have been made by STA, whichever is earlier, unless terminated earlier in accordance with Section 12 of this agreement.</p>
Proposed Council Action	Approval of the agreement
<p>Fiscal Impact not to exceed \$100,000 Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Spokane Transit Authority</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	

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

N/A

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

N/A

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

N/A

5 - Executive Session

Executive Session may be held or reconvened during any committee meeting.

6 - Adjournment

7 - Next Meeting

The next meeting of the PIES Committee will be held at 1:15 p.m. on August 28, 2023.