

**Public Infrastructure, Environment & Sustainability Committee
Agenda for 1:15 p.m. Monday, October 23, 2023**

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 p.m. on October 23, 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 mLOWmaster@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 - 23 October 2023

1 Call to Order

2 Approval of Minutes

Approval of September 25, 2023, meeting minutes

3 Discussion Items

3.1 Outside Counsel Contract Amendment

5 min

Schoedel, Elizabeth

Council Sponsor ; CP Kinnear
Contract Amendment #4

3.2 SBO- Q3 2023, Quarterly Range Change

5 min

Moss, David

Council Sponsor; CM Wilkerson & CM Cathcart
The City's Human Resources Department conducted an internal and external salary analysis of the attached positions due to a change in duties and job responsibilities.

3.3 Amending Ordinance C-32457

5 min

Brown, Eldon

Council Sponsors: CM Wilkerson & CM Oelrich
Amending right-of-way vacation Ordinance C-32457 to release a reserved easement to accommodate future building.

3.4 Ammo Value Blanket renewal

5 min

MacConnell, Jacqui

Council Sponsor: CP Kinnear

In 2021, Spokane Police sent out a request for bids for ammunitions – RFQ 5494-21. San Diego Police Equipment won the bid for duty ammunition and Dooley Enterprises won the bid for our practice ammunition. Both won bids to provide ammunition to the department for a year with an option to purchase from each company for another four years.

There is a significant lead-time on the order of ammunition and receipt. This order would be to supply the department with ammunition during fiscal year 2024.

SPD is requesting approval of the 2nd of 4 annual renewals with a combined amount not to exceed \$195,000 between both vendors.

3.5 Inland Empire Way Study

5 min

Note, Inga

Council Sponsor: CM Bingle

Study the future connection of Inland Empire Way to the US-195/Cheney-Spokane Interchange.

3.6 WheelShare 2024 Request for Proposal

5 min

Shea, Ryan

Sponsors: CP Kinnear, CM Stratton

New RFP to select an operator for the WheelShare shared mobility program in 2024.

3.7 Water - Sewer Rehabilitation Program

10 min

Sulya, Nathan, Davis, Marcia

Council Sponsor: CP Kinnear & CM Bingle

Program to provide financial assistance to qualified residents for residential utility rehabilitations.

3.8 Water Conservation Education and Out

15 min

Davis, Kirstin, Zimmer, Kristen

Council Sponsor: CP Kinnear
Kirstin Davis and Kristen Zimmer will provide an overview of the Water Wise programs and public communications promoting water conservation this year. Presentation file is not finalized at this time.

I have indicated CP Kinnear as sponsor on briefing paper and have not identified a second sponsor. There is no action to take on this item.

3.9 GFCs October Update

20 min
Feist, Marlene, Miller, Katherine E

Council Sponsor: CP Kinnear
For October, PW will go over outreach efforts to date, review work by the Plan Commission, feedback from citizens, and recommendations from staff. This will lead into a study session on this matter on Nov. 2.

3.10 Library Levy Lid Lift RES

15 min
Chanse, Andrew

Spokane Public Library Levy Lid Lift Renewal Council Sponsors: Zappone and Wilkerson

3.11 Park Ballot RES

15 min
Hamad, Nicholas

Park Ballot Resolution Council Sponsors: Wilkerson and Bingle

4 Consent Items

4.1 Purchase of High Performance Wheeled Fire Extinguishers & Covers

Averyt, Chris

Council Sponsor: CP Kinnear

Seeking approval to purchase eight (8) high performance wheeled fire extinguishers with covers for the Spokane Central Service Center's CNG fueling station and solid waste truck parking area.

4.2 Evergreen StormH2O contract

George, Trey

Council Sponsor: CP Kinnear.
Consent request to enter into a \$375,945 contract with Evergreen StormH2O to perform a grant funded TAPE Project.

PIES Briefing agenda attached. The contract is currently with Legal Department and will be uploaded to TEAMS prior to the PIES October 23 committee meeting.

4.3 DWSRF Loan Agreement - Spotted Road

Papich, Mark

Council Sponsor: CM Bingle
The City of Spokane has been awarded low-interest loan funds through the Department of Health to construct a new water booster station at Spotted Road and W Westbow Blvd. The loan amount is \$6,666,000.

4.4 RPWRF Emergency Elevator Repair

Arrington, Kyle, Gennett, Raylene

CP Kinnear
The RPWRF Process Building Elevator hydraulic cylinder is leaking excessive hydraulic fluid.

4.5 SWD-Kenworth truck lease extension

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Extension of the semi-truck lease with Kenworth for use at the Waste to Energy Facility.

4.6 SWD-Contract renewal for boiler blasting services

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Contract renewal 4 of 4 with Online Cleaning for boiler blasting services at the Waste to Energy Facility.

4.7 SWD-Contract renewal for cylinder repairs

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Contract renewal 2 of 4 with Hydraulics Plus for the as-needed, off-site rebuilding of hydraulic and pneumatic cylinders used at the Waste to Energy Facility.

4.8 SWD-VB renewal for electrical crane parts

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Value blanket renewal 4 of 4 with WEMCO, Inc. for the as-needed purchase of electrical crane parts for use at the Waste to Energy Facility.

4.9 SWD-VB renewal/amendment for the purchase of HCL

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Contract renewal/amendment 2 of 4 with Northstar Chemical for the purchase of hydrochloric acid (HCL) for use at the Waste to Energy Facility.

4.10 SWD-Contract renewal for off-site grapple repairs

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Contract renewal 3 of 4 with Foust Fabrication for as-needed off-site grapple repairs for the Waste to Energy Facility.

4.11 SWD-Value blanket renewal for VFD's

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Value blanket renewal 1 of 4 with Dykman for the as-needed purchase of variable frequency drives (VFD's) for use at the Waste to Energy Facility.

4.12 SWD-Contract renewal for on-site valve repairs

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Contract renewal 4 of 4 with Bay Valve Service for on-site valve repairs at the Waste to Energy Facility.

4.13 SWD-Contract renewal for analytical testing

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Contract renewal 4 of 4 with Eurofins for analytical testing at the Waste to Energy Facility.

4.14 SWD-Spokane County ILA Amendment

Averyt, Chris

Council Sponsors: CP Kinnear & CM Bingle.
Amendment #4 to the Disposal Interlocal Agreement between the City of Spokane and Spokane County.

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 November 27, 2023.

Table of contents

10/23/2023 01:15 PM - 03:15 PM

1 - Call to Order	12
<hr/>	
2 - Approval of Minutes	13
<hr/>	
Attachments	
pies-minutes-2023-09-25	14
3 - Discussion Items	17
<hr/>	
3.1 - Outside Counsel Contract Amendment	18
<hr/>	
Attachments	
C Trueblood PIES Briefing Paper 10-4-23	19
U2023-091a Craig Trueblood - Amendment 4 - OPR 2022-0644	20
3.2 - SBO- Q3 2023, Quarterly Range Change	22
<hr/>	
Attachments	
Briefing Paper - SBO for Q3 2023 Quarterly Range Changes (002)	23
SBO - Q3 2023 HR Quarterly Range Changes-Ordinance	26
3.3 - Amending Ordinance C-32457	35
<hr/>	
Attachments	
Breifing Paper	36
Easement Map	37
3.4 - Ammo Value Blanket renewal	38
<hr/>	
Attachments	
_Briefing Paper Ammo	39
3.5 - Inland Empire Way Study	41
<hr/>	
Attachments	
Inland Empire Way PIES Briefing_102323	42
3.6 - WheelShare 2024 Request for Proposal	44
<hr/>	
Attachments	
PIES WheelShare Briefing 20231025	45
3.7 - Water - Sewer Rehabilitation Program	47
<hr/>	
Attachments	

OCT 2023 PIES - Water and Sewer Rehabilitation Program Briefing Paper	48
Appendix A - Water and Sewer Rehabilitation Program Overview	50
Appendix B Water and Sewer Rehabilitation Program Pre-Application	57
Appendix C Loan Documents	58
3.8 - Water Conservation Education and Out	96
<hr/>	
Attachments	
PIES_Water_Cons_Ed_Comm_2023_Briefing_Paper	97
3.9 - GFCs October Update	98
<hr/>	
Attachments	
Briefing Paper PIES October 2023 GFCs	99
3.10 - Library Levy Lid Lift RES	101
<hr/>	
Attachments	
Briefing Paper SPL Levy Lid Lift renewal	102
2023 City-of-Spokane---Library Levy Lid Lift (FEB 2024) Resolution DRAFT (~)	104
3.11 - Park Ballot RES	107
<hr/>	
Attachments	
Briefing Paper_Citywide Neighborhood Park Improvement	108
Healthy Parks Document_PB Adopted	112
KR Comments_2023 City-of-Spokane---Park Levy Lid Lift (FEB 2024)_clean	154
4 - Consent Items	158
<hr/>	
4.1 - Purchase of High Performance Wheeled Fire Extinguishers & Covers	159
<hr/>	
Attachments	
Briefing Paper - SWC - Wheeled Fire Extinguishers	160
4.2 - Evergreen StormH2O contract	162
<hr/>	
Attachments	
PIES Briefing Oct 2023_TAPE Project Evergreen Contract	163
4.3 - DWSRF Loan Agreement - Spotted Road	165
<hr/>	
Attachments	
PIES_Briefing Paper Spotted Rd Booster DWSR Loan Agreement	166
2018102 ECF Spotted Rd Booster Station DWSRF Loan - signed	168
4.4 - RPWRF Emergency Elevator Repair	171
<hr/>	
Attachments	
Updated_07102023_RPWRF_PB_Elevator_Repair_Briefing_Paper	172
4.5 - SWD-Kenworth truck lease extension	173
<hr/>	
Attachments	
Briefing Paper-Kenworth Truck Lease	174

Kenworth Rental Agreement 9.24.23 - 1.31.24	176
4.6 - SWD-Contract renewal for boiler blasting services	180
<hr/>	
Attachments	
Briefing Paper-Online Cleaning 2024	181
23-199 Online Cleaning Services Renewal OPR 2019-0958	183
4.7 - SWD-Contract renewal for cylinder repairs	186
<hr/>	
Attachments	
Briefing Paper-Hydraulics Plus	187
23-192 Hydrotech Generator Repair Renewal OPR 2021-0786	189
4.8 - SWD-VB renewal for electrical crane parts	192
<hr/>	
Attachments	
Briefing Paper-Wemco Elec. Parts VB	193
4.9 - SWD-VB renewal/amendment for the purchase of HCL	195
<hr/>	
Attachments	
Briefing Paper-Northstar HCL VB	196
4.10 - SWD-Contract renewal for off-site grapple repairs	198
<hr/>	
Attachments	
Briefing Paper-Foust Fab	199
23-191 Foust Fabrication Contract Renewal 2020-0866	201
4.11 - SWD-Value blanket renewal for VFD's	205
<hr/>	
Attachments	
Briefing Paper-Dykman VFD VB	206
4.12 - SWD-Contract renewal for on-site valve repairs	208
<hr/>	
Attachments	
Briefing Paper-Bay Valve 2024	209
23-190 Bay Valve Service LLC - Contract Renewal OPR 2019-0957	211
4.13 - SWD-Contract renewal for analytical testing	214
<hr/>	
Attachments	
Briefing Paper-Eurofins 2024	215
U2023-086 Eurofins TestAmerica - Contract Renewal OPR 2019-0983	217
4.14 - SWD-Spokane County ILA Amendment	221
<hr/>	
Attachments	
Briefing Paper-County ILA Amendment #4	222
U2023-048d Spokane Co. and COS ILA - Amendment - Extension 20231013v2 clear	224
5 - Executive Session	233
<hr/>	
6 - Adjournment	234
<hr/>	

1

1 - Call to Order

2

2 - Approval of Minutes

Approval of September 25, 2023, meeting minutes

| For Decision

Attachments

[pies-minutes-2023-09-25.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
September 25, 2023

Call to Order: 1:18 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/868105579>

Attendance

Committee Members Present:

CP Kinnear (Chair), CM Bingle (Vice Chair), CM Stratton, CM Cathcart, CM Wilkerson, CM Zappone, and CM Oelrich.

Committee Members Absent: None

Staff/Others Present:

Marlene Feist, Katherine Miller, Kevin Picanco, Colin Quinn-Hurst, Spencer Gardner, Kim McCollim, Raylene Gennett, Collin Tracy, Marcia Davis, Rick Giddings, Eric Olsen, Jason Conley, Katie Kosanke, Aelx Gibilisco, Abbey Martin, Chris Wright, Erik Poulsen, Giacobbe Byrd, Candi Davis, Nicolette Ocheltree, Mark Carlos, and Ginny Ramos.

Approval of Minutes

➤ Action taken

CM Bingle moved to approve the minutes of the August 28, 2023 meeting; the motion was seconded by CM Wilkerson. The minutes were approved unanimously.

Agenda Items

Discussion items

1. SCRAPs Discussion

➤ Action taken

Presentation and discussion only, no action was taken.

2. Monthly GFC Update

➤ Action taken

Presentation and discussion only, no action was taken.

3. Grant Opportunity – NHS Asset Management

➤ Action taken

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

4. Division TOD Interlocal Agreement

➤ Action taken

- CP Kinnear and CM Stratton agreed to sponsor this item to move forward for formal Council consideration.
5. Amending Provision Relating to Neighborhood Councils
 - Action taken
Presentation and discussion only, no action was taken.
 6. Paper Cuts Code Amendments
 - Action taken
CM Stratton and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
 7. Emergency Ordinance on SPD Vehicle Purchase
 - Action taken
CP Kinnear and CM Cathcart agreed to sponsor this item to move forward for formal Council consideration.
 8. Resolution to Ratify Emergent Support
 - Action taken
CP Kinnear and CM Binlge agreed to sponsor this item to move forward for formal Council consideration.
 9. SpoCanopy Grant Update
 - Action taken
Presentation and discussion only, no action was taken.

Consent items

1. Streets Road Salt
2. Contract for Sewer Pipe Chemical Root
3. Thor/Freya Couplet Phase 2 - Intersections at 2nd and 3rd
4. SWD-Superheater Tube Value Blanket Renewal
5. Assetworks Fleet Asset Management System (M5) annual software maintenance & support
6. Historic Resources Mgt On-Call Contract Tierra Right of Way
7. Systems & Software (enQuesta) Utility Billing Annual Software Maintenance & Support
8. Streets Liquid Deicer
9. Mechanical Crane Parts Value Blanket Renewal
10. Upriver Dam Spillway Rehab Ph 3
11. On-Call Consultant Contracts
12. Fish Lake Trail Connection Study cont
13. Streets Ice Kicker
14. Boiler Tube Value Blanket Renewal
15. Ecology Stormwater Grants Application
16. Rubicon Global, LLC Annual Software Maintenance & Support
17. CM on Call Contract Parametrix
18. Mechanical Repair Services Contract Renewal

19. Fish Lake Trail Connection Design
20. Pacific Ave. Greenway Consult
21. Sewer Easement Through Yokes

Executive session

None.

Adjournment

The meeting adjourned at 2:34 p.m.

Prepared by:

Giacobbe Byrd, Director, City Council Office

Approved by:

CP Lori Kinnear
PIES Committee Chair

3 - Discussion Items

3.1

5 min

3.1 - Outside Counsel Contract Amendment

Schoedel, Elizabeth

Council Sponsor ; CP Kinnear
Contract Amendment #4

| For Discussion

Attachments

[C Trueblood PIES Briefing Paper 10-4-23.docx](#)

[U2023-091a Craig Trueblood - Amendment 4 - 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 Eschoedel@spokanecity.org Ext 6283 Ext6232
Council Sponsor(s)	CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Outside Counsel Contract Amendment #4
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, which is the City's appeal of its NPDES Permit. The matter is currently set for trial before the PCHB in November 2023 and May 2024. Additional funds are need: We request an additional \$150,000 to the contract for a total of \$500,000.
Proposed Council Action	Approve/Pass 10/23/23
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 #4

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; and

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

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

1. CONTRACT DOCUMENTS.

The 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 October 15, 2023.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY 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 **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**.

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

Title

Attest:

City Clerk

Nadine Woodward
Type or Print Name

Mayor
Title

Approved as to form:

Assistant City Attorney

U2023-091a

3.2

5 min

3.2 - SBO- Q3 2023, Quarterly Range Change

Moss, David

Council Sponsor; CM Wilkerson & CM Cathcart

The City's Human Resources Department conducted an internal and external salary analysis of the attached positions due to a change in duties and job responsibilities.

| For Discussion

Attachments

[Briefing Paper - SBO for Q3 2023 Quarterly Range Changes \(002\).docx](#)

[SBO - Q3 2023 HR Quarterly Range Changes-Ordinance.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Human Resources																																																																																																																					
Contact Name & Phone	David Moss																																																																																																																					
Contact Email	dmoss@spokanecity.org																																																																																																																					
Council Sponsor(s)	Betsy Wilkerson, Michael Cathcart																																																																																																																					
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min																																																																																																																					
Agenda Item Name	SBO – Q3 2023, Quarterly Range Changes																																																																																																																					
Summary (Background)	<p>The City’s Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis are listed below. Upon approval these range changes will be put into effect in the HR system and incumbents’ pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Union</th> <th>SPN</th> <th>Title</th> <th>From Grade</th> <th>To Grade</th> <th>Former Range</th> <th>New Range</th> </tr> </thead> <tbody> <tr> <td>270</td> <td>279</td> <td>Police Radio Dispatcher III</td> <td>44</td> <td>46</td> <td>\$55,394.64- \$91,287.36</td> <td>\$57,002.40- \$93,918.24</td> </tr> <tr> <td>270</td> <td>284</td> <td>Police Radio Dispatcher II</td> <td>38</td> <td>40</td> <td>\$50,383.44- \$80,638.56</td> <td>\$52,032.96- \$85,712.40</td> </tr> <tr> <td>270</td> <td>018</td> <td>Police Record Technology Specialist</td> <td>31</td> <td>33</td> <td>\$44,328.24- \$69,760.08</td> <td>\$46,270.08- \$72,370.08</td> </tr> <tr> <td>M&P-A</td> <td>738</td> <td>Director of Fleet Services</td> <td>52</td> <td>56</td> <td>\$88,092.72 - \$123,505.20</td> <td>\$97,948.08 - \$137,536.56</td> </tr> <tr> <td>M&P-B</td> <td>342</td> <td>Recovery Conservation Manager</td> <td>-</td> <td>46</td> <td>-</td> <td>\$76,212.00- \$107,991.36</td> </tr> <tr> <td>M&P-B</td> <td>043</td> <td>Fire-Education and Outreach Specialist</td> <td>-</td> <td>38</td> <td>-</td> <td>\$62,702.64- \$88,802.64</td> </tr> <tr> <td>270</td> <td>031</td> <td>Pension Specialist</td> <td>30</td> <td>34</td> <td>\$45,539.28- \$71,534.88</td> <td>\$49,757.04- \$77,527.44</td> </tr> <tr> <td>M&P-A</td> <td>751</td> <td>Facilities Director</td> <td>52</td> <td>56</td> <td>\$88,092.72 - \$123,505.20</td> <td>\$97,948.08 - \$137,536.56</td> </tr> <tr> <td>M&P-B</td> <td>050</td> <td>Safety Coordinator</td> <td>43</td> <td>45</td> <td>\$70,824.96- \$100,474.56</td> <td>\$74,478.96- \$105,590.16</td> </tr> <tr> <td>270</td> <td>611</td> <td>Plumber</td> <td>37</td> <td>38</td> <td>\$52,408.80- \$82,288.08</td> <td>\$52,909.92- \$84,689.28</td> </tr> <tr> <td>270</td> <td>605</td> <td>Electrician</td> <td>37</td> <td>38</td> <td>\$52,408.80- \$82,288.08</td> <td>\$52,909.92- \$84,689.28</td> </tr> <tr> <td>MPB</td> <td>066</td> <td>Assistant Parks & Recreation Department Manager</td> <td>45</td> <td>46</td> <td>\$74,478.96- \$105,590.16</td> <td>\$76,212.00- \$107,991.36</td> </tr> <tr> <td>MPB</td> <td>078</td> <td>Parks Programming Manager</td> <td>45</td> <td>46</td> <td>\$74,478.96- \$105,590.16</td> <td>\$76,212.00- \$107,991.36</td> </tr> <tr> <td>MPB</td> <td>696</td> <td>Park Safety and Facilities Mgr.</td> <td>45</td> <td>46</td> <td>\$74,478.96- \$105,590.16</td> <td>\$76,212.00- \$107,991.36</td> </tr> <tr> <td>NON-REP</td> <td>763</td> <td>Director of Parks & Recreation</td> <td>61</td> <td>65</td> <td>\$112,919.04- \$158,437.44</td> <td>\$120,018.24- \$167,394.96</td> </tr> </tbody> </table>						Union	SPN	Title	From Grade	To Grade	Former Range	New Range	270	279	Police Radio Dispatcher III	44	46	\$55,394.64- \$91,287.36	\$57,002.40- \$93,918.24	270	284	Police Radio Dispatcher II	38	40	\$50,383.44- \$80,638.56	\$52,032.96- \$85,712.40	270	018	Police Record Technology Specialist	31	33	\$44,328.24- \$69,760.08	\$46,270.08- \$72,370.08	M&P-A	738	Director of Fleet Services	52	56	\$88,092.72 - \$123,505.20	\$97,948.08 - \$137,536.56	M&P-B	342	Recovery Conservation Manager	-	46	-	\$76,212.00- \$107,991.36	M&P-B	043	Fire-Education and Outreach Specialist	-	38	-	\$62,702.64- \$88,802.64	270	031	Pension Specialist	30	34	\$45,539.28- \$71,534.88	\$49,757.04- \$77,527.44	M&P-A	751	Facilities Director	52	56	\$88,092.72 - \$123,505.20	\$97,948.08 - \$137,536.56	M&P-B	050	Safety Coordinator	43	45	\$70,824.96- \$100,474.56	\$74,478.96- \$105,590.16	270	611	Plumber	37	38	\$52,408.80- \$82,288.08	\$52,909.92- \$84,689.28	270	605	Electrician	37	38	\$52,408.80- \$82,288.08	\$52,909.92- \$84,689.28	MPB	066	Assistant Parks & Recreation Department Manager	45	46	\$74,478.96- \$105,590.16	\$76,212.00- \$107,991.36	MPB	078	Parks Programming Manager	45	46	\$74,478.96- \$105,590.16	\$76,212.00- \$107,991.36	MPB	696	Park Safety and Facilities Mgr.	45	46	\$74,478.96- \$105,590.16	\$76,212.00- \$107,991.36	NON-REP	763	Director of Parks & Recreation	61	65	\$112,919.04- \$158,437.44	\$120,018.24- \$167,394.96
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NON-REP	763	Director of Parks & Recreation	61	65	\$112,919.04- \$158,437.44	\$120,018.24- \$167,394.96																																																																																																																

M&P-B	811	Assistant Director of Fleet Services	44	47	\$72,662.40- \$103,230.72	\$78,112.08- \$110,455.20
M&P-A	805	Deputy City Clerk-Public Records Analyst	42	44	\$69,071.04- \$96,570.00	\$72,662.40- \$101,706.48
M&P-A	807	City Clerk	51	52	\$86,088.24- \$120,749.04	\$88,092.72- \$123,505.20
M&P-B	042	SR HR Analyst	52	53	\$88,092.72 - \$125,342.64	\$92,414.88 - \$130,270.32
270	625	Fleet Service Writer	36	38	\$51,636.24 - \$80,638.56	\$52,909.92 - \$84,689.28
270	183	Fleet Warranty and Program Specialist	31	33	\$46,562.40 - \$73,267.92	\$48,587.76- \$76,003.20
M&P-B	627	Fleet Analyst	40	41	\$65,939.04 - \$93,438.00	\$67,567.68- \$95,693.04
270	287	Electronic Comm. Systems Tech	39	40	\$53,849.52- \$87,570.72	\$54,642.96 - \$90,013.68
M&P-B	234	Principal Engineer	56	57	\$97,948.08- \$139,561.92	\$100,474.56- \$145,450.08
M&P-B	301	Neighborhood & Housing Specialist	40	42	\$65,939.04- \$93,438.00	\$69,071.04- \$98,010.72
270	222	Public Works Materials Laboratory Assistant	37	39	\$52,408.80- \$82,288.08	\$53,849.52 - \$87,570.72
270	551	Landfill Transfer Station Foreperson	45	46	\$58,944.24- \$97,300.80	\$59,862.96- \$98,616.24
270	217	Public Works Lead Inspector	37	39	\$52,408.80- \$82,288.08	\$53,849.52- \$87,570.72
270	090	Water Efficiency Specialist	32	33	\$47,606.40- \$74,583.36	\$48,587.76- \$76,003.20
270	024	Permit Center Supervisor	-	42		\$56,417.76- \$92,874.24
270	023	Lead Permit Technician	-	39		\$53,849.52- \$87,570.72
270	010	Permit Technician II	32	36	\$47,606.40- \$74,583.36	\$51,636.24- \$80,638.56
270	009	Permit Technician I	28	30	\$43,534.80- \$68,382.00	\$45,539.28- \$71,534.88
M&P-B	658	Environmental Program Manager	52	53	\$88,092.72- \$125,342.64	\$92,414.88- \$130,270.32
M&P-B	128	Budget Analyst	47	49	\$78,112.08- \$110,455.20	\$81,995.76- \$115,612.56

Proposed Council Action & Date:

Approve range change SBO on October 30, 2023

Fiscal Impact:

Total Annual Cost: \$216,000 - \$386,000 (\$72,000 - \$148,000 in the General Fund)

Total Cost Remaining This Year: \$54,000 - \$97,000 (\$18,000 - \$37,000 in the General Fund)

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring

Specify funding source: Various funds' revenues or reserves

Expense Occurrence One-time Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A, recurring HR admin task.

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, recurring HR admin task.

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

N/A, recurring HR admin task.

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?

Ensures compensation equity.

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 various funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Change the grade and associated pay range for the Police Record Technology Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	018	Police Record Technology Specialist	31	33	\$44,329-\$69,760	\$46,270-\$72,370

- 2) Change the grade and associated pay range for the Senior Human Resources Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	042	Senior Human Resources Analyst	52	53	\$88,093-\$125,343	\$92,415-\$130,270

- 3) Change the grade and associated pay range for the Budget Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	128	Budget Analyst	47	49	\$78,112-\$110,455	\$81,996-\$115,613

- 4) Change the grade and associated pay range for the Public Works Lead Inspector position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	217	Public Works Lead Inspector	37	39	\$52,409-\$82,288	\$53,850-\$87,571

- 5) Change the grade and associated pay range for the Public Works Materials Laboratory Assistant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	222	Public Works Materials Laboratory Assistant	37	39	\$52,409-\$82,288	\$53,850-\$87,571

- 6) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	234	Principal Engineer	56	57	\$97,948-\$139,562	\$100,475-\$145,450

- 7) Change the grade and associated pay range for the Police Radio Dispatcher III position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	279	Police Radio Dispatcher III	44	46	\$55,395-\$91,287	\$57,002-\$93,918

- 8) Change the grade and associated pay range for the Police Radio Dispatcher II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	284	Police Radio Dispatcher II	38	40	\$50,383-\$80,639	\$52,033-\$85,712

- 9) Change the grade and associated pay range for the Deputy City Clerk position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPA	805	Deputy City Clerk	42	44	\$69,071-\$96,570	\$72,662-\$101,706

- 10) Change the grade and associated pay range for the City Clerk position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPA	807	City Clerk	51	52	\$86,088-\$120,749	\$88,093-\$123,505

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

- 1) Change the grade and associated pay range for the Fleet Warranty and Program Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	183	Fleet Warranty and Program Specialist	31	33	\$46,562-\$73,268	\$48,588-\$76,003

- 2) Change the grade and associated pay range for the Electronic Communication Systems Tech position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	287	Electronic Comm Systems Tech	39	40	\$53,850-\$87,571	\$54,643-\$90,014

- 3) Change the grade and associated pay range for the Fleet Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	627	Fleet Analyst	40	41	\$65,939-\$93,438	\$67,568-\$95,693

- 4) Change the grade and associated pay range for the Director of Fleet Services position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPA	738	Director of Fleet Services	52	56	\$88,093-\$123,505	\$97,948-\$137,537

- 5) Change the grade and associated pay range for the Assistant Director of Fleet Services position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	811	Assistant Director of Fleet Services	44	47	\$72,662-\$103,231	\$78,112-\$110,455

Section 3. That in the budget of the Parks and Recreation Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Assistant Parks & Recreation Dept Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	066	Assistant Parks & Recreation Dept Manager	45	46	\$74,479-\$105,590	\$76,212-\$107,991

- 2) Change the grade and associated pay range for the Parks Programming Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	078	Parks Programming Manager	45	46	\$74,479-\$105,590	\$76,212-\$107,991

- 3) Change the grade and associated pay range for the Plumber position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	611	Plumber	37	38	\$52,409-\$82,288	\$52,910-\$84,689

- 4) Change the grade and associated pay range for the Park Safety & Facilities Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	696	Park Safety & Facilities Manager	45	46	\$74,479-\$105,590	\$76,212-\$107,991

- 5) Change the grade and associated pay range for the Director of Parks & Recreation position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	763	Director of Parks & Recreation	61	65	\$112,919-\$158,437	\$120,018-\$167,395

Section 4. That in the budget of the Development Services Center Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Permit Technician I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	009	Permit Technician I	28	30	\$43,535-\$68,382	\$45,539-\$71,535

- 2) Change the grade and associated pay range for the Permit Technician II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	010	Permit Technician II	32	36	\$47,606-\$74,583	\$51,636-\$80,639

- 3) Change the grade and associated pay range for the Public Works Lead Inspector position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	217	Public Works Lead Inspector	37	39	\$52,409-\$82,288	\$53,850-\$87,571

- 4) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	234	Principal Engineer	56	57	\$97,948-\$139,562	\$100,475-\$145,450

- 5) Change the grade and associated pay range for the Neighborhood & Housing Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	301	Neighborhood & Housing Specialist	40	42	\$65,939-\$93,438	\$69,071-\$98,011

- 6) Change the grade and associated pay range for the Lead Permit Technician position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	023	Lead Permit Technician	-	39	-	\$53,850-\$87,571

- 7) Change the grade and associated pay range for the Permit Center Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	024	Permit Center Supervisor	-	42	-	\$56,418-\$92,874

Section 5. That in the budget of the Water Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Safety Coordinator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	050	Safety Coordinator	43	45	\$70,825-\$100,475	\$74,479-\$105,590

- 2) Change the grade and associated pay range for the Water Efficiency Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	090	Water Efficiency Specialist	32	33	\$47,606-\$74,583	\$48,588-\$76,003

- 3) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	234	Principal Engineer	56	57	\$97,948-\$139,562	\$100,475-\$145,450

Section 6. That in the budget of the Facilities Operations Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Electrician position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	605	Electrician	37	38	\$52,409-\$82,288	\$52,910-\$84,689

- 2) Change the grade and associated pay range for the Facilities Director position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPA	751	Facilities Director	52	56	\$88,093-\$123,505	\$97,948-\$137,537

Section 7. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Safety Coordinator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	050	Safety Coordinator	43	45	\$70,825-\$100,475	\$74,479-\$105,590

- 2) Change the grade and associated pay range for the Principal Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	234	Principal Engineer	56	57	\$97,948-\$139,562	\$100,475-\$145,450

- 3) Change the grade and associated pay range for the Environmental Program Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	658	Environmental Program Manager	52	53	\$88,093-\$125,343	\$92,415-\$130,270

Section 8. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Safety Coordinator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	050	Safety Coordinator	43	45	\$70,825-\$100,475	\$74,479-\$105,590

- 2) Change the grade and associated pay range for the Landfill Transfer Station Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
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270	551	Landfill Transfer Station Foreperson	45	46	\$58,944-\$97,301	\$59,863-\$98,616
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Section 9. That in the budget of the Public Safety Levy Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Police Radio Dispatcher II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	284	Police Radio Dispatcher II	38	40	\$50,383-\$80,639	\$52,033-\$85,712

Section 10. That in the budget of the Fire/EMS Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Fire Education and Outreach Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	043	Fire Education & Outreach Specialist	-	38	-	\$62,703-\$88,803

Section 11. That in the budget of the Integrated Capital Management Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 2) Change the grade and associated pay range for the Fire Education and Outreach Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	234	Principal Engineer	56	57	\$97,948-\$139,562	\$100,475-\$145,450

Section 12. That in the budget of the Workers' Compensation Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 3) Change the grade and associated pay range for the Safety Coordinator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	050	Safety Coordinator	43	45	\$70,825-\$100,475	\$74,479-\$105,590

Section 13. That in the budget of the Retirement Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 4) Change the grade and associated pay range for the Pension Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
270	031	Pension Specialist	30	34	\$45,539-\$71,535	\$49,757-\$77,527

Section 14. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, 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

3.3

5 min

3.3 - Amending Ordinance C-32457

Brown, Eldon

Council Sponsors: CM Wilkerson & CM Oelrich
Amending right-of-way vacation Ordinance C-32457 to release a reserved easement to accommodate future building.

| For Discussion

Attachments

[Breifing Paper.docx](#)

[City Council Sponsor 1.msg](#)

[City Council Sponsor 2.msg](#)

[Easement Map.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability


Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson & Ryan Oelrich
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amending Ordinance C-32457 to release an easement
Summary (Background)	<p>Background Information</p> <p>In October of 2000, the City of Spokane vacated a section of 6th Ave adjacent to Audubon St. and reserved an easement in the vacation ordinance for AT&T now Comcast. The owner of the property would like the easement released so they can build across the property and Comcast has been contacted to see if they are amenable to the release. Comcast has provided the City with a letter indicating that they don't have any facilities crossing this property.</p>
Proposed Council Action & Date:	Precedes scheduling a new 1 st reading of a revised ordinance.
<p>Fiscal Impact:</p> <p>Total Cost:</p> <p>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 <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/></p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
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?	
Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.	

Ordinance C-32457



Amending Ordinance C-32457 in order to release an easement that was reserved for Comcast and is no longer needed

Legend

 Easement Area

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



3.4 - Ammo Value Blanket renewal

MacConnell, Jacqui

Council Sponsor: CP Kinnear

In 2021, Spokane Police sent out a request for bids for ammunitions – RFQ 5494-21. San Diego Police Equipment won the bid for duty ammunition and Dooley Enterprises won the bid for our practice ammunition. Both won bids to provide ammunition to the department for a year with an option to purchase from each company for another four years.

There is a significant lead-time on the order of ammunition and receipt. This order would be to supply the department with ammunition during fiscal year 2024.

SPD is requesting approval of the 2nd of 4 annual renewals with a combined amount not to exceed \$195,000 between both vendors.

Attachments

[Briefing Paper Ammo.docx](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Ammo Value Blanket renewal approval
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2021, Spokane Police sent out a request for bids for ammunitions – RFQ 5494-21. San Diego Police Equipment won the bid for duty ammunition and Dooley Enterprises won the bid for our practice ammunition. Both won bids to provide ammunition to the department for a year with an option to purchase from each company for another four years.</p> <p>There is a significant lead-time on the order of ammunition and receipt. This order would be to supply the department with ammunition during fiscal year 2024.</p> <p>SPD is requesting approval of the 2nd of 4 annual renewals with a combined amount not to exceed \$195,000 between both vendors.</p>
Proposed Council Action	Approval of Value Blanket renewal
Fiscal Impact	
Total Cost: <u>Not to exceed \$195,000.00</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: SPD Operating	
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? Does not apply	
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? Does not apply	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Does not apply	

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?

3.5

5 min

3.5 - Inland Empire Way Study

Note, Inga

Council Sponsor: CM Bingle

Study the future connection of Inland Empire Way to the US-195/Cheney-Spokane Interchange.

| For Discussion

Attachments

[Inland Empire Way PIES Briefing_102323.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	ICM
Contact Name	Inga Note
Contact Email & Phone	inote@spokanecity.org , 509-625-6331
Council Sponsor(s)	CM Bingle
Committee Date	10/23/23
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Inland Empire Way Study
Summary (Background)	<p>The City was awarded \$300,000 in funding to conduct a study of Inland Empire Way from the Cheney-Spokane Interchange to Sunset Blvd/2nd Avenue, considering the impacts of reconnecting Inland Empire Way. The Phase 1 contract will be \$244,000.</p> <p>A second phase, to be scoped upon completion of the study, will develop a preliminary design of the two-way Inland Empire Way connection to help the City better prepare for future funding opportunities.</p>
Proposed Council Action	Contract approval before end of 2023
<p>Fiscal Impact Total Cost: <u>\$244,000</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: 2022 Supplemental Transportation Budget – State Funding</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) no match requirement</p>	
Operations Impacts none	
What impacts would the proposal have on historically excluded communities?	
<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>	
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>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 the City's adopted policies and programs.

3.6

5 min

3.6 - WheelShare 2024 Request for Proposal

Shea, Ryan

Sponsors: CP Kinnear, CM Stratton

New RFP to select an operator for the WheelShare shared mobility program in 2024.

| For Discussion

Attachments

[PIES WheelShare Briefing 20231025.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Planning Services & Economic Development
Contact Name	Ryan Shea, Planner II
Contact Email & Phone	rshea@spokanecity.org x6087
Council Sponsor(s)	CP Kinnear, CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	WheelShare 2024 Request for Proposals
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following the success of the fall 2018 shared mobility pilot program the City launched a request for proposals to select an operator for a persistent shared mobility program, WheelShare, for 2019-2021 with an optional two, two-year extensions- Lime was awarded the contract in May of 2019.</p> <p>One of the two optional two-year extensions was used in May 2021 extending the contract to May 2023. Council requested a shortened second contract extension lasting six months until November 2023. This shortened extension will allow a new request for proposals to be issued prior to the 2024 operating season for shared mobility devices.</p> <p>Pursuant to SMC 16A.62.035 adopted in April 2019, prior to the issuance of the Lime contract, the City may allow the operation of application-based rental of electronically activated personal transportation devices by one or more vendors.</p>
Proposed Council Action	For information purposes
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: The WheelShare program is a revenue source for the City. The operator fee schedule under the current contract is \$17,000 per year with an additional vehicle charge of \$0.75 per vehicle per day. Revenue generated in 2022 was approximately \$190,000. These funds go to supporting active transportation projects in Spokane.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Current contract requires that Lime make investments towards equity initiatives in the City of Spokane through its existing equity programs. Limes existing equity program "Lime Access Program" includes discounted fees for those who qualify. Reasons for eligibility include SNAP, Medicaid, Federal Subsidized Housing, and more.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by	

racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data collected regarding trip duration, distance, and speed is not parsed to individual demographic categories to protect individuals' data.

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

Using third party applications City staff can analyze trip duration, distance, speed, etc. to create geofenced areas for speed limits, parking restrictions, and no ride zones. Trip data also allows City staff to assess locations for improving active transportation infrastructure.

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

The City's shared mobility program aligns with the Transportation Goal B: Provide Transportation Choice "meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices." Bike share programs are also a part of the City's Transportation Demand Management Toolkit providing one solution to the first mile/ last mile barrier.

3.7

10 min

3.7 - Water - Sewer Rehabilitation Program

*Sulya, Nathan, Davis,
Marcia*

Council Sponsor: CP Kinnear & CM Bingle

Program to provide financial assistance to qualified residents for residential utility rehabilitations.

| For Discussion

Attachments

[OCT 2023 PIES - Water and Sewer Rehabilitation Program Briefing Paper.docx](#)

[Appendix A - Water and Sewer Rehabilitation Program Overview.docx](#)

[Appendix B Water and Sewer Rehabilitation Program Pre-Application.pdf](#)

[Appendix C Loan Documents.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)	CP Kinnear and CM Bingle
Committee Date	10/23/2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Water and Sewer Rehabilitation Program
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Resident-owned sewer and water connections and systems are a part of the aging infrastructure within the City's Utility 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 average homeowner. This proposed program provides financial assistance to qualified individuals to complete necessary rehabilitation, minimizing 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.
Proposed Council Action	Approve policy and resolution
Fiscal Impact Total Cost: <u>\$500,000</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: Utility Rates 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? 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.	
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 is a public works project 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?

This project is consistent with the City's adopted policies and programs.

Appendix 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 a 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 non-publicly maintained 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.

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 contains 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 recommended. Loan payments will 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 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 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.
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 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 an educational flyer that provides an overview of the types of repairs that may be necessary, details of the program, and steps of the process. The flyer will be used for community engagement, available on the City's Utility Billing webpage, and translated into different languages as appropriate/needed. In addition, the flyer 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

Appendix B

Water and Sewer Rehabilitation Program Pre-Application

Applicant Information

Name(s)		
Property Address		
Zip		
Phone	(h)	(m)
Email		
Total Annual Income*	\$	
Proposed Project Description		
Estimated Project Cost	\$	
Do you consent to a lien?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Proof of income will be required prior to final loan approval

What Utility assistance are you seeking?

- Water Sewer

For City Use (checked box means "yes")
<input type="checkbox"/> Is the applicant the owner of the property?
<input type="checkbox"/> Is the property a single-family residence located within the City's water or sewer service area?
<input type="checkbox"/> Is the applicant's total annual income 80% of the area median income?
<input type="checkbox"/> Does the applicant consent to the placement of a lien on the property for the total cost of the of the project?
<input type="checkbox"/> Is the applicant eligible for the WSRP?

Appendix C – Loan Documents
SECURED PROMISSORY NOTE
WSRP PROGRAM

Date: **DATE**

Principal Amount: **ENTER THE AMOUNT OF LOAN (\$)**

Interest Rate: *One and 00/100 percent (1 %) fixed; twelve percent (12%) upon default*

Maturity Date: **MONTH FOLLOWING PLUS 10 YEARS**

Borrower: **ENTER NAME(S) OF BORROWER**

1. **Promise to Pay.** **ENTER NAME(S) OF BORROWER**, ("*Borrower*") promises to pay to the CITY OF SPOKANE, a Municipal corporation, organized and existing under the laws of the State of Washington, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("*Lender*"), or order, in lawful money of the United States of America, the principal amount set forth above, together with interest on the unpaid outstanding principal balance from the date funds are actually advanced until paid in full.

2. **Loan Documents.** This Note is given in connection with Borrower's agreement to rehabilitate certain real property located at **ENTER COMPLETE PROPERTY ADDRESS**, City of Spokane, County of Spokane, Washington ("*Property*") as a part of Lender's program. In connection with the execution of this Note, Borrower has also executed several legal documents including, without limitation, a Loan Agreement ("*Loan Agreement*"), a Deed of Trust – WSRP Program ("*Deed of Trust*") and an Agreement for Utility Repair or Replacement Work ("*WSRP Agreement*") (Note, Loan

Agreement, Deed of Trust, Utility Repair or Replacement Agreement and other documents, collectively, "Loan Documents"). Borrower agrees to perform and comply with all of the agreements, terms and conditions of the Loan Documents.

3. **Payments; Reduction of Principal.**

3.1 **Optional Payment Schedule.** From the date hereon, Borrower shall pay to Lender, at Lender's sole discretion, in accordance with one (1) of the following option:

Monthly payments of interest only on all amounts disbursed at the rate set forth in Section 5 below, beginning on the first day of the first month after Borrower completes construction phase of the project and continuing on the same day of each month thereafter until the Maturity Date set forth above when Borrower shall pay the entire balance of principal in the amount of _____ Dollars (\$_____.__) plus accrued interest and late charges, if any. Maker will pay a late charge of five percent (5%) of the payment amount to the note holder if the monthly payment is not received within Fifteen (15) days after the due date.

or

Monthly principal and interest payments of approximately _____ Dollars (\$_____.__) beginning _____, 20__ and continuing on the first day of each month thereafter until the Maturity Date set forth above, when all principal, accrued interest and late charges, if any, shall be payable in full. Monthly principal and interest payments shall be determined upon completion of construction phase. Maker will pay a late charge of five percent (5%) of the payment amount to the note holder if the monthly payment is not received within Fifteen (15) days after the due date.

and/or

One deferred loan payment of principal plus accrued interest from the completion of construction in the total sum of _____ and 00/100 Dollars (\$_____) on the Maturity Date set forth above.

3.2 **Prepayment.** Maker may prepay interest or principal, in whole or in part, at any time without penalty. No prepayment hereunder shall affect the obligation of the Maker to pay the balloon payment of principal and interest. Prepayments shall not extend or postpone the due date of the balloon payment. Maker may not prepay any amounts due on any superior indebtedness without making pro rata prepayments of this Note.

4. **Terms and Conditions.** The payment shall be applied first to interest accrued to the balloon payment date and then to principal. The payment shall be payable in lawful money of the United States of America which shall be the legal tender for public and private debts at the time of payments and shall be in funds current and available at the time of such payment in Spokane, Washington. The payment shall be made to the Lender, or order, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or at such other place as the Lender or subsequent holder hereof may

specify in writing from time to time.

5. **Interest Rate.** Provided Maker is not in default as defined below, all sums from time to time owing hereon shall bear interest at the rate of 1 and 0/100 percent (One %) per annum from the date hereon. Upon occurrence of an Event of Default, all sums owing hereunder shall bear interest at the rate of twelve percent (12%) per annum from the date of occurrence of the Event of Default.

6. **Default and Remedies.**

6.1 **Events of Default.** Borrower will be in default if any of the following happens:

6.1.1 **Default on Indebtedness.** Failure of Borrower to pay when due any sum owing hereunder or under any of the other Loan Documents.

6.1.2 **Failure to Repair or Replace.** Failure of Borrower to complete the required utility repairs in accordance with the approved plans and specifications and the WSRP Agreement within a reasonable time, as determined by Lender, from the date hereon.

6.1.3 **Unapproved Transfer.** Borrower's sale, transfer or other disposition of the Property without the Lender's prior written consent, excluding the creation of a purchase money security interest for household appliances.

6.1.4 **Failure to Reside in Property.** Borrower's failure at any time to reside in the Property as Borrower's primary residence.

6.1.5 **Failure to Comply.** Borrower's failure to comply with any covenant, agreement, term or condition contained in this Note or in any of the Loan Documents.

6.1.6 **Other Defaults.** Borrower's failure to pay, or other default, in any other indebtedness secured by the Property.

6.1.7 **Appointment of Receiver, Etc.; Insolvency.** The appointment of a receiver or liquidator for the Borrower or Borrower's property, the filing of any state or federal bankruptcy or insolvency petition by or against the Borrower, or any assignment by Borrower for the benefit of Borrower's creditors.

6.1.8 **Death.** Borrower's death or, if Borrower is a husband and wife forming a marital community, the death of both husband and wife.

6.1.9 **False Statements.** Any warranty, representation, or statement made or furnished to Lender by or on behalf of Borrower under this Note or the Loan Documents is false or misleading in any material respect at the time made or furnished, or becomes false or misleading at any time thereafter.

6.1.10 **Defective Collateralization.** This Note or any of the Loan Documents ceases to be in full force and effect (including failure of any security agreement to create a valid and perfected security interest) at any time and for any reason.

6.2 Remedies.

6.2.1 **Acceleration.** In the event of any default, the Lender or any subsequent holder may, at its option, declare the entire principal balance and accrued interest of this Note immediately due and payable without notice or other demand and may exercise any rights or remedies available under the Loan Documents, at law or in equity. Failure to exercise this option to accelerate shall not constitute a waiver of the right to exercise such option at any time Borrower is in default. All payments made after default shall be applied first to interest then to principal.

6.2.2 **Attorney's Fees, Costs and Expenses.** In the event of any default under this Note, and if this Note is referred to an attorney for collection or suit is brought hereon, the Borrower shall pay to Lender or any subsequent holder all expenses and costs of collection, including, but not limited to, reasonable attorney's fees. Any judgment recovered by the Lender or subsequent holder shall bear interest at twelve percent (12%) per annum on such judgment. The Borrower shall also pay all attorney's fees and costs Lender incurs in connection with any amendment, modification, extension or renewal of the loan evidenced by this Note.

6.2.3 **Venue and Applicable Law.** Borrower agrees that the venue of any action hereon may be laid in the City of Spokane, Spokane County, Washington, at the option of the Lender or subsequent holder, and that this Note shall be construed according to the laws of the State of Washington.

7. General Provisions.

7.1 **Liability.** All persons signing this Note as Borrower agree that they shall be liable hereon jointly and severally, and they waive demand, presentment for payment, protest and notice of protest, and of nonpayment. Each such person agrees that any modification or extension of the terms of payment made by the Lender or subsequent holder of this Note with or without notice, at the request of any person liable hereon or owning an interest in any property, real or personal, described in the Deed of Trust, or a release of any party liable for his obligation, or a release of property, real or personal, or any part hereof from the lien of the Deed of Trust shall not diminish or impair his or their liability for the payment hereof.

7.2 **Modification.** The Lender or any subsequent holder may, from time to time at its sole option, extend the time for payment of the outstanding balance of principal or interest or any part thereof, release anyone liable on any of the outstanding principal or interest balance, accept a renewal, modification, or extension of this Note, join in any extension or subordination agreement, or agree in writing with the Borrower hereof to modify the rate of interest or period of amortization of this Note, without liability on the part of the holder hereof. Such action will not affect the obligation of the Borrower or its successors or assigns to pay the outstanding balance of principal or interest and to observe the covenants contained herein or in the several loan documents. Lender or any subsequent holder need not give notice to or obtain the consent of the Borrower or its successors or assigns.

7.3 **Lack of Assignability.** The obligations of the Borrower are not assignable nor assumable by any person or firm, nor may any person or firm take or receive the property "subject to" this Note, without the prior written consent of Lender.

NOTICE CONCERNING ORAL AGREEMENTS
Oral agreements or oral commitments to lend
money, extend credit or to forbear from
enforcing repayment of a debt are not

BORROWER:

ENTER NAME(S) OF BORROWER

Date

ENTER NAME(S) OF BORROWER

Date

**HOMEOWNER
WATER AND SEWER REHABILITATION PROGRAM AGREEMENT
“WSRP” PROGRAM**

This Homeowner – WSRP Program Written Agreement Water and Sewer Rehabilitation Program (WSRP) (“Agreement”) is made as of **ENTER DATE OF LOAN DOCS** by The City of Spokane (“City”) and **ENTER NAME(S) OF BORROWER** (“Owner”).

RECITALS

A. The City is a Municipal corporation organized and existing pursuant City owns and operates Wastewater and Water Departments.

B. The City established WSRP for onsite septic systems, side sewer, water services, private sewers and water lines repair or replacement.

C. The Owner is a Low-Income Person that has submitted to the City a proposal for use of WSRP Program funds for an eligible utility repair or replacement program under WSRP Program regulations.

D. The City is willing to provide the Owner a WSRP Program loan in the amount of up to **SPELL THE AMOUNT OF THE LOAN** and No/100 Dollars (**\$TYPE NUMERIC LOAN AMOUNT**) as described more fully below ("Loan") that the Owner will use for solely for the construction of improvements to the real property and building (“Project”) located at **PROPERTY ADDRESS** City of Spokane, Washington (“Property”), and more particularly described as follows:

E. To govern the documentation, disbursement and administration of the City’s WSRP Program, the Owner and the City agrees as set forth below.

AGREEMENT

1. Definitions.

▪ **“Agreement”** shall mean this Homeowner – WSRP Program Written Agreement – between the City and the Owner, together with all amendments hereto.

▪ **“Annual Income”** shall have the meaning set out in part 5 of 24 CFR 5.609.

- **“Area Median Income”** shall mean the median Annual Income for families in the City of Spokane as published by HUD and as adjusted annually by HUD for different family sizes.
- **“Commitment Letter”** shall mean the written loan commitment from the City to the Owner dated as of **ENTER COMPLETE DATE OF COMMIT LTR.**
- **“Contract”** shall mean the written agreement between the Owner and the Contractor, if any, for the Utility Repair or Replacement Work on the Property
- **Contractor”** shall mean the licensed and bonded general contractor in the State of Washington with which the Owner enters into the Contract for the Project, if the Owner chooses to use a Contractor.
- **“City”** shall mean City of Spokane, Washington.
- **“Deed of Trust”** shall mean the Deed of Trust and Security Agreement – WSRP Program, in form and substance satisfactory to the City, encumbering the Property in the full amount of the Loan, which the Owner will execute in favor of the City prior to the release of Loan funds.
- **“Director”** shall mean the City’s Director of Wastewater Management or their designee.
- **“Executive Order”** shall mean Executive Order 11246 of September 24, 1965.
- **“WSRP Program”** shall mean the Water and Sewer Rehabilitation Program funded by the City of Spokane.
- **“Household”** shall mean all persons, related or unrelated, either residing, or intending to reside, in the Property as their primary residence.
- **“Loan”** shall mean a WSRP Program loan in the amount of up to **SPELL THE AMOUNT OF THE LOAN** and No/100 Dollars (**\$TYPE NUMERIC LOAN AMOUNT**) which the Owner will use solely for the construction of improvements to, and completion of the Private Utility Work on, the Project.
- **“Loan Documents”** shall mean the Note, this Agreement, the Deed of Trust, the Contract, if any, the Commitment Letter and any other documents or agreements including required disclosure documents, the City reasonably requires to document the Loan and the WSRP Program requirements pertaining thereto.
- **“Low Income Persons”** shall mean Households or persons whose Annual Income is below 80% of the area median income for **Spokane County as published by HUD.**

- **“Maximum Property Value”** shall mean an estimated value of the Property, after rehabilitation of not greater than ninety five percent (95%) of the median purchase price for the area, as described in 24 CFR 92.254(a)(2)(iii).
- **“Note”** shall mean the secured promissory note in the full amount of the Loan which the Owner will execute and deliver to the City prior to the release of Loan funds.
- **“Owner”** shall mean all persons who (1) have any right, title or interest in the Property and (2) reside in the Property as their primary residence, but excluding tenants or live-in caregivers; in connection with this Loan, “Owner” shall include, without limitation, **ENTER NAME(S) OF BORROWER**, their heirs, successors and assigns.
- **“Plans and Specifications”** shall mean the plans and specifications the City shall prepare for the Project in accordance with the WSRP Program’s City’s standards for the utility work, as more fully described in Section 4.5 below.
- **“Project”** shall mean the Owner’s construction of improvements to, and completion of the Utility Work on, the residential housing located on the Property.
- **“Project Schedule”** shall mean the progress schedule prepared by the Owner and Contractor, if applicable, and approved by the City as more fully described in Sections 6.2 and 7.2 below.
- **“Property”** shall mean the real property in **ENTER COMPLETE PROPERTY ADDRESS**, City of Spokane, Washington more particularly described in Recital E above.
- **“Property Standards”** shall mean, as set forth more specifically in Section 5.1 below, generally accepted WSRP and construction industry standards, including compliance with all applicable codes and regulations and completion of the Utility Repair or Replacement Work in all material respects as necessary to allow full residential use and occupancy of the buildings on the Property. In particular, the utility repair or replacement work shall meet all City and State of Washington building codes, **all HUD** and WSRP standards and all applicable zoning ordinances.
- **“Rehabilitation Program”** shall mean the City sponsored program to use WSRP funds for the utility work of substandard owner-occupied housing for Low-Income Persons and families.
- **“Rehabilitation Work”** shall mean the scope of work the Owner undertakes, through the Contractor, to complete the Project and repair the Property in accordance with the terms of this Agreement and the Loan Documents.

2. **Loan.** The City hereby agrees to lend to Owner, and the Owner agrees to borrow from the City, the Loan, which Owner will use for the construction of improvements to the real property and building located at the Property.

2.1. **Purpose of Loan.** The Owner shall use the Loan proceeds to accomplish the construction of utility repair or replacement to the residential housing located on the Property to meet all applicable local code requirements and in accordance with the Plans and Specifications. The Owner will use the Loan to meet the objectives of the WSRP Program in accordance with the applicable guidelines thereof.

2.2. **Commitment Letter.** Additional terms and conditions of the Loan are set forth, in part, in the Commitment Letter from the City to the Owner, which letter is incorporated herein by reference. In the event of a conflict between a provision in the Commitment Letter and any other provisions of this Agreement, such other provision of this Agreement shall control.

3. **Loan Documents.**

3.1. **Note.** The Loan will be evidenced by the Note in favor of the City made by the Owner on the Property in the full amount of the Loan. Provided the Owner is not in default hereunder or under any of the Loan Documents, the Note will bear no interest. Upon default, all sums owing on the Note will bear interest at twelve percent (12%) per annum from the date of default. Provided the Owner is not in default hereunder or under any of the Loan Documents, the Note will bear interest at the rate of One and 00/100 percent (1%) per annum and, at the City's option, will be payable under one of the following payment structures:

3.1.1. Monthly payments of interest only with the principal balance due and payable on the Maturity Date as defined in the Note; or

3.1.2. Monthly principal and interest payments sufficient to amortize the Loan in full over its Ten (10) year term; or

3.1.3. One deferred loan payment of principal plus accrued interest from the completion of construction due on the Maturity Date as defined in the Note.

3.2. **Deed of Trust.** As security for all funds drawn under the Loan, the Owner shall make, execute and deliver to the City as beneficiary the Deed of Trust in the full amount of the Loan. The Deed of Trust shall be subject only to such encumbrances as the City may hereafter approve or waive in writing.

3.3. **Contract.** If Owner uses a Contractor, Owner and Contractor shall sign the Contract, in a form approved by the City, between the Owner and the Contractor for the construction of the improvements and completion of the Utility Work, which Contract shall bind the Contractor to complete such Repair or Replacement Work at a cost not to exceed the amounts specified in such Contract. Owner will provide the City with a copy of the fully-executed Contract.

3.4. **Other Loan Documents.** Owner shall execute and deliver to the City such other documents and agreements, including without limitation the Commitment Letter and any required disclosure documents, as the City shall request to document to Loan and/or comply with the WSRP Program.

4. **Conditions Precedent to the Obligation of the City to Provide Funds.** The obligation of the City to provide or release any portion of the Loan funds under this Agreement shall, subject to such other terms and conditions of this Agreement as may be applicable thereto, also be conditioned on the following:

4.1. **Loan Documents.** The Owner shall provide the City with fully executed originals of all Loan Documents, including the Contract if the Owner uses a Contractor for the Project.

4.2. **Title and Fire Insurance.** The Owner shall, at the Owner's expense, furnish the City with an acceptable mortgagee's ALTA title insurance policy insuring the City in the amount of the Loan and shall provide fire and extended coverage insurance in the full amount of the Loan, naming the City as the beneficiary and additional loss payee, as its interest may appear. The title policy shall be extended coverage with lien protection endorsement. If the City disburses Loan proceeds in separate draws, the City at the City's option but at the Owner's expense may request the title company to endorse its policy of title insurance at and as of the date of each such subsequent disbursement by the City of Loan proceeds.

4.3. **Other Insurance.** The Owner shall submit to the City, as requested by the City, such forms of construction risk insurance policies against fire, extended coverage and builder's risk in amounts and in form acceptable to City, including the City thereon as an additional insured as its interest may appear, which policies shall be continuously maintained at no cost to the City.

4.4. **Commitment Letter Conditions.** The Owner shall submit to the City as required proof of satisfaction of all conditions noted on the Commitment Letter.

4.5. **Maximum Property Value.** The estimated post-rehabilitation value of the Property, based on the City's pre-rehabilitation appraisal, shall not exceed the Maximum Property Value.

4.6. **Plans and Specifications.** The City shall prepare the Plans and Specification for approval by the Owner and the Contractor, if any. The Plans and Specification shall address at a minimum all local code violations as noted in the City's initial inspection.

4.7. **Project Schedule.** If the Owner uses a Contractor, the Owner shall furnish the Project Schedule to the CITY for its approval.

4.8. **Additional Funding; Sources and Uses.** The Owner will secure additional funds in the amount Zero and no/100 Dollars (\$0.00), which the Owner will apply to

the balance of the construction costs for the Property. The sources and uses of the WSRP Program funds and the additional funds are as follows: **CONTRACT COSTS ESTIMATE \$, SOFT COSTS ESTIMATE \$**. The Owner warrants that all of such additional funding will be used for payment of the construction costs of the Property. In the event of changes in the sources and uses the Owner will submit a revised budget for approval by the City.

4.9. **Federal Funds Availability.** Any obligation of the City to make disbursements of any proceeds of the City Loan is subject to and contingent upon the availability and the City's receipt of the federal funds which are to be used to fund such disbursements.

4.10. **Fees.** The Owner shall promptly pay upon demand of the City all of the City's costs in connection with the closing of the Loan, including, without limitation, its title insurance costs, recording fees, escrow fees, attorney's fees, loan fees and other expenses associated with the Loan. The Owner will further pay all costs incurred by the City in connection with any renewal or modification of the Loan or any other activity undertaken in connection with the administration of the Loan including, without limitation, the City's attorney's fees and costs.

5. **Repair or Replacement of Property.** The Owner will carry out, either personally or through the use of a Contractor, all Work of the Project specified in the approved Plans and Specifications and in the WSRP Program.

5.1. **Property Standards.** The Owner will approve all Work that, in the good faith opinion of the Contractor, if any, the Owner hires to complete the Project and the City, has been accomplished in accordance with generally accepted construction industry and WSRP Property Standards. The Owner will also provide the Project in compliance with all applicable codes and regulations and complete all material respects as necessary to allow full residential use and occupancy of the buildings on the Property. Upon completion, the Project shall meet all City and State of Washington building codes, and WSRP program standards and all applicable zoning ordinances.

5.2. **Bidding.** Unless otherwise approved by the City, if the Owner uses a Contractor, the Owner shall solicit competitive bids for the Contractor, and the Contractor shall solicit competitive bids for any subcontractors and suppliers, in a manner provided for by the City. If the Owner does not use a Contractor, the Owner shall solicit competitive bids for any suppliers in a manner provided for by the City.

5.3. **Lead-Based Paint Requirements.** **The Owner shall undertake the Work,** or cause it to be undertaken, in compliance with the applicable requirements of HUD Lead-Based Paint regulations, 24 CFR Part 35. In particular, the Owner

5.3.1. Shall eliminate any lead-based paint hazards and provide the appropriate certification as required by 24 CFR Section 25.24; and

5.3.2. Shall not use lead-based paint in structures for which the rehabilitation assistance is provided.

5.4. **Inspection of the Work.** The City or its representatives will have the right to inspect the Utility Repair or Replacement Work at all reasonable times for the purpose of ascertaining whether such Utility Repair or Replacement work is in accordance with the requirements of this Agreement, the Contract and applicable laws and codes. While the City and its representatives, including employees, will, in order to protect its interest and the interest of the general public, endeavor to bring to the attention of the Owner and the Contractor, if any, work which is not performed in accordance with this Agreement, the Contract and applicable laws and codes, neither the City nor their respective agents or employees shall be responsible for the failure of the Owner or Contractor, if any, to carry out work in accordance with this Agreement, the Contract and applicable laws and codes, or for the acts or omissions of the Owner, the Contractor (if any), subcontractors, any of their agents or employees, or any others performing any Utility Repair or Replacement Work. The Owner shall take all steps necessary to assure that the City or its designee is permitted to examine and inspect the Utility Repair or Replacement Work and all contracts, materials, equipment, payrolls conditions of employment pertaining to the work, including all relevant data and records.

5.5. **Change Orders.** The City shall have approved all change orders prior to execution by the Owner and the Contractor. In reviewing proposed change orders, the City shall undertake a reasonableness analysis and may reject a proposed change order if, as a result of such analysis, it determines that the change order and/or the proposed cost thereof is unreasonable. If, as a result of the discovery of latent defects or unforeseen health and safety hazards, it is necessary to make a change order or orders which exceed the contingency amount (i.e., ten percent (10%) of the original price under the Contract), the City may, at its option, and after consultation with the Owner, reevaluate the scope of utility repair or replacement assistance to be provided and, in conjunction therewith, order the elimination or reduction of certain work items set forth in the Project Schedule or work write-up note related to bringing the Property into substantial compliance with the applicable housing code.

5.6. **Sufficient Funds.** The Owner will provide at all times, when necessary, sufficient funds to provide for such Project completion with all practical dispatch in a sound, economical and efficient manner.

5.7. **No Assignment.** The Owner may not assign any Loan funds to be disbursed hereunder or any rights of the Owner under this Agreement except upon the City's prior written consent.

5.8. **Incorporation of Equal Opportunity Regulations.** The Owner hereby agrees that to incorporate or cause to be incorporated into any Contract, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance or guaranty, the Equal Opportunity Clause found in 41 CFR Chapter 60 Part 60-1.4.

6. **WSRP by Contractor.** The Owner may accomplish the WSRP work of the Property through the Contractor pursuant to the Contract and through such written subcontracts as the Contractor may make, with the prior concurrence of the Director.

6.1. **Contractor Selection.** Pursuant to the competitive bidding required in Section 5.2 above, the Owner may select the Contractor to perform the work on the Property provided that the Contractor's bid is within 10% of the City's cost estimate for the Utility Repair or Replacement Work. If the bid exceeds 10% of the City's cost estimate, the City reserves the right to reject the bid.

6.2. **Project Schedule.** The Owner and the Contractor shall adhere to the following schedule for commencing, proceeding with and completing the Utility Work on the Property:

Select the Contractor: [REDACTED] . 201 [REDACTED] ;

Execute the Contract: [REDACTED];

Commence the WSRP Work: [REDACTED];

Complete the WSRP Work: [REDACTED]

6.3. **Contractor's Warranty.** The Owner shall cause the Contractor, upon completion of the Utility Repair or Replacement Work, to give to the Owner and the City a one (1) year unconditional warranty of the labor and materials used in the Utility Repair or Replacement Work, on such form as the City shall designate.

6.4. **Contractor and Subcontractor Compliance.** If the Owner uses a Contractor, the Owner agrees to assist and be cooperative actively with the City in obtaining the compliance of the Contractor and all subcontractors with the Equal Opportunity Clause referenced in Section 5.8 above and with the rules, regulations and relevant orders of the Secretary of Labor. The Owner shall cause the Contractor to furnish the City with such information as they may require for the supervision of such compliance, and to otherwise assist the City in the discharge of the primary responsibility for securing compliance.

6.5. **Certain Contractors Ineligible for Contract Awards.** The Owner will not award any Contract to be paid for in whole or in part with the proceeds of the Loan to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such Contract.

6.6. **Debarred Contractors.** The Owner further agrees to refrain from entering into any Contract or Contract modification subject to the Executive Order, with a Contractor debarred from, or who has not demonstrated eligibility for government contracts and federally-

assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity Clause referenced in Section 5.8 above as may be imposed upon contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, if the Owner fails or refuses to comply with these undertakings, the City may take any or all of the following actions: (a) Cancel, terminate or suspend in whole or in part this Loan application and this Agreement; (b) refrain from extending any further assistance to the Owner under the WSRP Program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such the Owner; and (c) refer the case to the Department of Justice for appropriate legal proceedings.

7. Rehabilitation by Owner. Subject to the City's approval, the Owner may carry out the Rehabilitation Work himself or herself.

7.1. Demonstrated Ability. The Owner must demonstrate to the City's reasonable satisfaction that the Owner possesses the requisite skill and experience to perform the Rehabilitation Work in a timely manner.

7.2. Project Schedule. The Owner shall adhere to the following schedule for commencing, proceeding with and completing the Utility Repair or Replacement Work on the Property:

Commence the Utility Repair or Replacement Work: **ESTIMATED CONTRACT DATE;**

Complete the Utility Repair or Replacement Work: **ESTIMATED COMPLETION DATE**

7.3. Owner's Employment Practices. The Owner will be bound by the Equal Opportunity Clause referenced in Section 5.8 above with respect to Owner's own employment practices when the Owner participates in federally assisted construction work pursuant to this Agreement.

8. Loan Proceeds Disbursement; Payment

8.1. General.

8.1.1. Upon execution this Agreement and of the Note, the recording of the Deed of Trust and the other Loan Documents and the satisfaction of any other conditions precedent applicable to Loan disbursement, the proceeds of the Loan will be disbursed in accordance with this Agreement and with applicable City requirements and regulations. The Owner does not have a right to the Loan proceeds other than to have the same disbursed in accordance with the terms of this Agreement. All expenditures will be in compliance with 24 CFR 92.206, and the City will only provide funds for work completed.

8.1.2. Project expenses shall be paid based on vouchers for actual expenses incurred or paid submitted by the Owner on forms specified by the City, with adequate

and proper documentation of eligible costs incurred in compliance with 24 CFR 92.206 and necessary for disbursement requirements. All such expenses shall be in conformance to the approved Project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Project budget.

8.1.3. The City reserves the right to inspect records and the Project site to determine that reimbursement and compensation requests are reasonable. The City also reserves the right to hold payment until adequate documentation has been provided and reviewed.

8.2. Repair or Replacement by Contractor

8.2.1. The proceeds of the Loan shall be withdrawn and used only as necessary for disbursement to the Contractor for payment of indebtedness incurred for labor performed and materials incorporated into the Project, or for reimbursement to the Owner for payments made by the Owner for such purposes. The City shall apply all proceeds of the Loan not so withdrawn to reduce the outstanding and unpaid principal amount of the Loan and any additional amounts secured by the Deed of Trust.

8.2.2. The Contractor will be paid only for the Contractor's actual cost of providing such Utility Repair or Replacement Work. The Owner will require the Contractor to so agree and provide such documentation as the City may reasonably require to show that the Contractor does not receive any payment in excess of the Contractor's actual cost for the completion of the Utility Repair or Replacement Work.

8.2.3. All disbursements shall be upon certification by the Contractor and by the Owner of the percentage of work completed and the cost thereof. Before the City makes any disbursements, the Owner shall provide the City with a true and correct statement of all indebtedness incurred for labor performed and materials ordered and/or delivered, and shall have the right to inspect all records, books and accounts relating to the work. The City may, at its option, require the Owner to provide a statement setting forth the names of all contractors, subcontractors and materialmen engaged on the project since the date of the last request for disbursement, and may further require lien waivers, releases or receipts from substantiating payment for all work, services and labor performed and materials supplied. The City shall perform an inspection in connection with each request for disbursement to determine that the applicable portion of the Utility Repair or Replacement Work was completed in accordance with the Plans and Specifications. The City may, at its option, make any such payments to the Owner, or to the Owner and the Contractor jointly, or to the Contractor or to subcontractors, materialmen or laborers engaged in rendering labor or materials to the Project.

8.2.4. Upon the Owner's and the City's acceptance of the work, the City, through the City staff acting on the City's behalf, will approve progress payments and final payment, withholding such sums as provided by the Contract until all the conditions of the Contract are met. Requests for payment shall, when applicable, be accompanied by certificates of

compliance with Federal Wage and Labor Standard provisions and Equal Employment Opportunity requirements.

8.2.5. Final payment to the Owner or Contractor shall be made only upon the City's receipt of such satisfactory evidence as the City may require that (a) the construction is complete in accordance with the City Standards and the Contract, (b) the Owner has issued its written acceptance thereof, and (c) all mechanics' or materialman's liens upon the Project (or claims of mechanics or materialmen which, with notices or passage of time, or both, would mature into a lien) shall have been satisfied, released or bonded. The Contractor shall have issued the warranty described in Section 6.5 above. The title insurance required by this Agreement shall have been updated with current endorsements at the Owner's expense. The City shall perform an inspection in connection with the request for final disbursement to determine that the Utility Repair or Replacement Work was completed in accordance with the Plans and Specifications. These requirements are for the benefit of the City, and the City, at its option, shall have the right to waive any such requirements.

~~8.3.—~~ **Rehabilitation by Owner.**

~~8.3.1.—~~ No person, including the Owner, shall be entitled to payment for any labor performed in connection with the Rehabilitation Work. If the any person receives payment for such labor, the Owner shall withdraw from the Project and use Loan proceeds only as necessary for disbursement to the Owner for payment of indebtedness incurred for materials incorporated into the Project, provided that the CITY shall apply all proceeds of the Loan to reduce the outstanding and unpaid principal amount of the Loan and any additional amount secured by the Deed of Trust.

~~8.3.2.—~~ The Owner may only request reimbursement by WSRP Program funds when the Project is complete and the Owner certifies that the funds are needed to pay eligible costs. The Owner will be reimbursed upon completion of the Project and only for the cost of materials involved in such Rehabilitation Work and will provide such documentation as the CITY may require to show that the Owner does not receive payments in excess of the Owner's actual cost for materials in the Rehabilitation Work. The CITY shall perform an inspection in connection with the request for disbursement to determine that the Rehabilitation Work was completed in accordance with the Plans and Specifications.

~~8.3.3.—~~ In connection with the disbursement of Loan proceeds, the Owner shall provide the CITY a true and correct statement of all indebtedness incurred for materials ordered and/or delivered and the CITY shall have the right to inspect all records, books and accounts relating to the work. The CITY may, at its option, require the Owner to provide a statement setting the names of all materialmen engaged on the Project since the date of the last request for disbursement, and may further require lien waivers, releases or receipts from all such parties and other data satisfactory to the CITY substantiating payment for all materials supplied. The CITY may, at its option, make such payments to the Owner or materialmen providing materials to the Project.

9. **Representations and Warranties.** The Owner represents and warrants to the City as of the date of this Agreement and as of the date of each disbursement of Loan proceeds, as of the date of any renewal, extension or modification of the Loan, and at all times any indebtedness exists under the Loan:

9.1. **Financial Information.** Each financial statement of the Owner supplied to the City truly and completely disclosed the Owner's financial condition as of the date of the statement, and there has been no material adverse change in the Owner's financial condition subsequent to the date of the most recent financial statement supplied to the City. The Owner has no material contingent obligations except as disclosed in such financial statements.

9.2. **Legal Effect.** This Agreement constitutes, and any instrument or agreement the Owner is required to give hereunder, when delivered, will constitute, legal, valid and binding obligations of the Owner enforceable against the Owner in accordance with their respective terms.

9.3. **Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Agreement, shall have the same meanings as set forth in the "CERCLA," "SARA," the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules or regulations adopted pursuant to any of the foregoing. Except as disclosed to and acknowledged by the City in writing, the Owner represents and warrants that: (a) during the period of the Owner's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about any of the Property. (b) the Owner has no knowledge of, or reason to believe that there has been (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property, or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) neither the Owner nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under or about the Property; and any such activity shall be conducted in compliance with all applicable federal, state and local laws, regulations, and ordinances, including without limitation those laws, regulations and ordinances described above. The Owner authorizes the City and its agents to enter upon the Property to make such inspections and tests as the City may deem appropriate to determine compliance of the Property with this section of the Agreement. Any inspections or tests made by the City shall be at the Owner's expense and for the City's purposes only and shall not be construed to create any responsibility or liability on the part of the City to the Owner or to any other person. The representations and warranties contained herein are based on the Owner's due diligence in investigating the Property for hazardous waste. The Owner hereby (a) releases and waives any future claims against the City for indemnity or contribution in the event the Owner becomes liable for clean up or other costs under any such laws, and (b) agrees to indemnify and hold harmless the City against any and all claims, losses, liabilities, damages,

penalties, and expenses which the City may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to the Owner's ownership or interest in the Property, whether or not the same was or should have been known to the Owner. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the Indebtedness and the termination or expiration of this Agreement and shall not be affected by the City's acquisition of any interest in the Property, whether by foreclosure or otherwise.

9.4. **Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against the Owner is pending or threatened, and no other event has occurred which may materially adversely affect the Owner's financial condition or properties, other than litigation, claims, or other events, if any that have been disclosed to and acknowledged by the City in writing.

9.5. **Taxes.** To the best of the Owner's knowledge, all tax returns and reports of the Owner that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by the Owner in good faith in the ordinary course of business and for which adequate reserves have been provided.

9.6. **Binding Effect.** This Agreement, the Note, the Deed of Trust and all Loan Documents are binding upon the Owner as well as upon the Owner's successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

9.7. **Information.** All information heretofore or contemporaneously herewith furnished by the Owner to the City for the purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all information hereafter furnished by or on behalf of the Owner to the City will be, true and accurate in every material respect on the date as of which such information is dated or certified; and none of such information is or will be incomplete by omitting to state any material fact necessary to make such information not misleading.

9.8. **Survival of Representation and Warranties.** The Owner understands and agrees that the City is relying upon the above representations and warranties in extending Loan advances to the Owner. The Owner further agrees that the foregoing representations and warranties shall be continuing in nature and shall remain in full force and effect until such time as the Owner's Loan and Note shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

10. **Affirmative Covenants.** The Owner covenants and agrees with the City that, while this Agreement is in effect, the Owner will do as follows:

10.1. **Title VI of the Civil Rights Act of 1964.** The Owner will utilize the proceeds of the Loan in compliance with all requirements imposed by or pursuant to regulations

of the City. The Owner also agrees not to discriminate upon the basis of race, color, creed or national origin in the sale, lease, rental, use or occupancy of the Property rehabilitated with the assistance of the Loan. The United States shall be deemed to be beneficiary of these provisions both for and in its own right and also for the purpose of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

10.2. **Other Agreements.** The Owner will comply with all terms and conditions of all other agreements, whether now or hereafter existing, between the Owner and any other party and notify the City immediately in writing of any default in connection with any other such agreements.

10.3. **Loan Proceeds.** The Owner will use all Loan proceeds solely for the Rehabilitation Work on the Property, unless the City specifically consents to the contrary in writing.

10.4. **Taxes, Charges and Liens.** The Owner will pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon the Owner or the Owner's properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of the Owner's properties, income, or profits. The Owner upon demand of the City will furnish to the City evidence of payment of the assessment, taxes, charges, levies, liens and claims and will authorize the appropriate governmental official to deliver to the City at any time a written statement of any assessments, taxes, charges, levies, liens and claims against the Owner's properties, income, or profits.

10.5. **Performance.** The Owner will perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Owner and the City in a timely manner, and promptly notify the City if the Owner learns of the occurrence of any event which constitutes an Event of Default under this Agreement or any of the Loan Documents.

10.6. **Operations.** In the performance of this Agreement and the construction of improvements of the Property, the Owner shall comply, in all material respects, with applicable Federal and State laws, orders, rules and regulations as any agency having jurisdiction thereto, and the Owner shall defend, protect and save harmless the County and the City, their officers and employees, from and against all claims, suits, actions, liability, loss, damage and expense arising from any failure of the Owner, its architect, agents, contractors or subcontractors, to comply with the same. Any such requirement which, under the applicable federal grant Agreement, is required to be set forth in this Agreement is by this reference incorporated herein as though fully set forth at this point.

10.7. **Inspection.** The Owner will permit employees or agents of the City at any reasonable time to inspect the Property, the Project and any and all collateral for the Loan and the Owner's other properties and to examine or audit the Owner's books, accounts and records and to make copies and memoranda of the Owner's books, accounts and records. If the Owner now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, the Owner, upon request of the City, shall notify such party to permit the City free access to such records at all reasonable times and to provide the City with copies of any records it may request, all at the Owner's expense.

10.8. **Additional Assurances.** The Owner will make, execute and deliver to the City such promissory notes, mortgages, deeds of trust, security agreements, financing statements, instruments, documents and other agreements as the City or its attorneys may reasonably request to evidence and secure the Loan and to perfect all security interests.

10.9. **Household Disclosure to City.** The Owner will disclose to the City on or before the execution of this Agreement, and at any time upon the City's request, the names of all persons in the Owner's Household and their Annual Incomes, if such persons are 18 years of age or older.

11. **Default.** Each of the following shall be an Event of Default under this Agreement:

11.1. **Default on Indebtedness.** Failure of the Owner to pay when due any sum owing hereunder, under the Note or under any of the other Loan Documents.

~~11.2. **Failure to Rehabilitate.** Failure of the Owner to complete the Rehabilitation Work in accordance with the approved Plans and Specifications and with the Project Schedule.~~

11.3. **Unapproved Transfer.** The Owner's sale, transfer or other disposition of the Property without the City's prior written consent, excluding the creation of a purchase money security interest for household appliances.

11.4. **Failure to Reside in Property.** The failure of the Owner, or of all Owners if there is more than one Owner, at any time to reside in the Property as the Owner's primary residence.

11.5. **Failure to Comply.** The Owner's failure to comply with any covenant, agreement, term or condition contained in this Agreement, the Note or in any of the Loan Documents.

11.6. **Other Defaults.** The Owner's failure to pay, or other default, in any other indebtedness secured by the Property.

11.7. **Appointment of Receiver, Etc.; Insolvency.** The appointment of a receiver or liquidator for the Owner or the Owner's property, the filing of any state or federal bankruptcy or insolvency petition by or against the Owner, or any assignment by the Owner for the benefit of the Owner's creditors.

11.8. **Death.** The Owner's death or, if the Owner is a husband and wife forming a marital community, the death of both husband and wife.

11.9. **False Statements.** Any warranty, representation, or statement made or furnished to City by or on behalf of the Owner under this Agreement, the Note or the Loan Documents is false or misleading in any material respect at the time made or furnished, or becomes false or misleading at any time thereafter.

11.10. **Defective Collateralization.** This Agreement, the Note, the Deed of Trust or any of the Loan Documents ceases to be in full force and effect (including failure of any security agreement to create a valid and perfected security interest) at any time and for any reason.

12. **Remedies.** Upon the occurrence of an Event of Default, the City shall have the following nonexclusive remedies:

12.1. **Cancellation of Commitment.** At its option, the City reserves the right to cancel the Loan and terminate its obligation hereunder and under any other Loan Documents evidencing the Loan if, for a period of sixty (60) days from the date of execution of the Note, the Owner shall have failed or refused to cause the commencement of physical Utility Repair or Replacement Work on the Property, or if the Owner shall have failed or refused to complete such Utility Repair or Replacement Work within a reasonable time, as determined by the City, after commencing the work. The City shall exercise this cancellation by sending written notice thereof to the Owner at its mailing address set forth below. In the event of cancellation after the City has disbursed funds, any amounts so disbursed shall become immediately due and payable. The City's failure to exercise this right of cancellation shall not be deemed a waiver thereof as long as the Utility Repair or Replacement Work remains incomplete.

12.2. **Acceleration.** The City or any subsequent holder may, at its option, declare the entire principal balance and accrued default interest, if any, of this Note immediately due and payable without notice or other demand and may exercise any rights or remedies available under the Loan Documents, at law or in equity. Failure to exercise this option to accelerate shall not constitute a waiver of the right to exercise such option at any time the Owner is in default. All payments made after default shall be applied first to default interest, then to late charges, if any, then to due but unpaid interest and then to principal.

12.3. **Attorney's Fees, Costs and Expenses.** Upon the occurrence of an Event of Default, and if this Agreement is referred to an attorney for collection or suit is brought hereon, the Owner shall pay to the City all expenses and costs of collection, including, but not limited to,

reasonable attorney's fees. Any judgment recovered by the City or subsequent holder shall bear interest at twelve percent (12%) per annum on such judgment.

12.4. **Venue and Applicable Law.** The Owner agrees that the venue of any action hereon may be laid in the City of Spokane, Washington, at the option of the City or subsequent holder, and that this Agreement shall be construed according to the laws of the State of Washington.

13. **Miscellaneous.**

13.1. **County as Third Party Beneficiary.** The provisions of this Agreement are made for the benefit of, and are fully enforceable by, the County.

13.2. **Interest of Certain Federal Officials.** No member or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of the proceeds of the Loan, or to any benefit to arise from the same.

13.3. **Bonus, Commission, or Fee.** The Owner will not pay any bonus, commission or fee for the purpose of obtaining the County's approval of its application for the Loan, or any other approval or concurrence required by the County or its designee to complete the construction work financed in whole or in part with the Loan.

13.4. **Interest of City Personnel.** No member of the City who exercises any functions or responsibilities in connection with the administration of any of this program, and no other officer or employee of the City who exercises such functions or responsibilities, shall have any interest, direct or indirect, in the proceeds of the Loan, or in any contract or agreement entered into by the Owner for the performance of work financed in whole or in part with the proceeds of the Loan.

13.5. **Interest of Other Local Public Officials.** No member of the City Council and no other public official of the City who exercises any functions or responsibilities in connection with the administration of the Loan shall have any interest, direct or indirect, in the proceeds of the Loan, or in any contract or agreement entered into by the Owner for the performance of work financed in whole or in part with the proceeds of the Loan.

13.6. **Waiver of Personal Liability of Individuals.** No member, official or employee of the City shall be personally liable to the Owner or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Owner or its successor or on any obligation under the terms of this Agreement.

13.7. **Anti Lobbying.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Owner, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal , amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funding source other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to report lobbying in accordance with its instructions."

13.8. **Compliance With Laws and Requirements; Indemnification.** In the performance of this Agreement, the construction of improvements and the management of the Property, the Owner shall comply, in all material respects, with applicable Federal and Washington state laws, orders, rules and regulations as determined by agency having jurisdiction thereto, and the Owner shall defend, protect and save harmless the City, their officers and employees, from and against all claims, suits, actions, liability, loss, damage and expense arising from any failure of the Owner, its architect, agents, contractors or subcontractors, to comply with the same. Any such requirement which, under the applicable federal grant agreement, is required to be set forth in this Agreement is by this reference incorporated herein as though fully set forth at this point.

13.9. **Fees.** The Owner shall promptly pay upon demand of the City all of the City's costs in connection with the closing of the Loan, including, without limitation, its title insurance costs, recording fees, escrow fees, attorney's fees, loan fees and other expenses associated with the Loan. The Owner will further pay all costs incurred by the City in connection with any renewal or modification of the Loan or any other activity undertaken in connection with the administration of the Loan including, without limitation, the City's attorney's fees and costs.

13.10. **Limit of Liability.** All liability and obligation of the City arising pursuant to this Agreement and any payment to be made by the City pursuant to this Agreement shall be satisfied exclusively and solely from City funds made available for such purpose, and no creditor or other person or entity of whatever nature shall have any recourse to the assets, credits, or services of the City by reason of any liability or obligation arising out of this Agreement, and neither this Agreement nor any note, loan or other documents hereunder shall constitute a debt or indebtedness of the City within the meaning of any constitutional, statutory, local, or charter provision.

13.11. **Notices and Demands.** Any notice or demand which either party hereto is required or desires to give to or make upon the other shall be in writing and shall be delivered or made by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the case of the City to:

The City of Spokane
808 West Spokane Falls Blvd

Spokane, WA 99201

and addressed in the case of the Owner to:

ENTER BORROWER(S) NAME

ENTER PROPERTY LOCATION

CITY, STATE ZIP

subject to the right of any such party to designate a different address by notice similarly given. Any notice or demand so sent shall be deemed to have been given or made when delivered as evidenced by the return receipt.

13.12. **Successors and Assigns.** The terms of this Agreement shall be binding upon the parties hereto, their respective successors and assigns; provided, however, the Owner shall not assign or transfer any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Agreement without the express written consent of the City.

13.13. **Modification.** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived only by a written instrument signed by the parties or, in the case of a waiver, the party waiving compliance.

13.14. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

13.15. **Survival.** All warranties, representations, and covenants made by the Owner in this Agreement or in any certificate or other instrument delivered by the Owner to the City under this Agreement shall be considered to have been relied upon by the City and will survive the making of the Loan and delivery to the City of the Loan Documents, regardless of any investigation made by the City or on the City's behalf.

13.16. **Waiver.** The City shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the City. No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver by the City of a provision of this Agreement shall not prejudice or

constitute a waiver of the City's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by the City, nor any course of dealing between the City and the Owner constitute a waiver of any of the City's rights or of any obligations of the Owner as to any future transactions. Whenever the consent of the City is required under this Agreement, the granting of such consent by the City in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the City.

13.17. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

NOTICE CONCERNING ORAL AGREEMENTS
Oral agreements or oral commitments to lend money, extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

ENTER BORROWER(S) NAME

Date

CITY OF SPOKANE

By: _____
Title: _____
Date: _____

EXHIBIT A

LEGAL DESCRIPTION

ENTER LEGAL DESCRIPTION OF PROPERTY

DRAFT

When recorded, return to:
City of Spokane
808 West Spokane Falls Blvd.
Spokane, Washington 99201

WATER AND SEWER REHABILITATION PROGRAM

DEED OF TRUST

DATE: **ENTER DATE**

Reference # (if applicable) _____

Grantor(s):

1. **ENTER VESTED BORROWER'S NAME**
2. **ENTER VESTED BORROWER'S NAME**

Grantees

1. City of Spokane

Legal Description:

ENTER LEGAL DESCRIPTION OF PROPERTY

Assessor's Tax Parcel ID#: **ENTER ASSESSOR'S TAX PARCEL NUMBER**

This Deed of Trust – Water and Sewer Rehabilitation Program (“WSRP”) Program (“Deed of Trust”) is made as **ENTER DATE OF LOAN DOCS** by **ENTER BORROWER'S NAME(S), AND MARITAL STATUS**, whose address is **ENTER COMPLETE PROPERTY ADDRESS** (“Borrower”), _____

_____ Title Insurance Company, whose address is: _____, WA
_____ ("Trustee"), and the Beneficiary, City of Spokane, _____
_____ a public corporation, whose address is: 808 West Spokane Falls Boulevard, Spokane,
Washington 99201 ("Lender").

1. **Conveyance in Trust.** For the purpose of securing payment and performance of the obligations described in Section 2 below, Borrower grants, bargains, sells, conveys, mortgages and warrants to Trustee and Beneficiary, with power of sale and with right of entry and possession, all estate, right, title and interest which Borrower now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, the "Property"): (a) the real property located in the City of Spokane, Washington, as described in Exhibit A attached hereto and incorporated herein by reference ("Property"); (b) all buildings, structures and improvements now located or later to be constructed on the Property and all fixtures, now or later to be attached to all or any part of the Property and Improvements; (c) all existing and future appurtenances, privileges, easements, rights of way, franchises and tenements of the Property, including without limitation all minerals, oil, gas, other hydrocarbons and associated substances, and air rights, water, water rights and water stock; (d) all books and records pertaining to any and all of the Property; and (e) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in the Property.

2. **Obligations Secured.** This Deed of Trust shall secure the following obligations:

2.1. **Note.** The repayment of the indebtedness evidenced by Borrower's Secured Promissory Note – WSRP Program in the principal sum of **SPELL THE AMOUNT OF THE LOAN** and 00/100 Dollars (**\$TYPE NUMERIC LOAN AMOUNT**), and all renewals, extensions and modifications thereof ("Note").

2.2. **Loan Documents.** Performance of the covenants of the Borrower contained in this Deed of Trust and in the WSRP Program Loan Agreement, dated **ENTER DATE OF LOAN DOCS** ("Loan Agreement"), the loan commitment letter from the Lender dated **ENTER DATE OF COMMITMENT LTR**, ("Commitment Letter"), the Agreement for Water and Sewer Rehabilitation Program Program between Lender and Borrower dated **ENTER DATE OF LOAN DOCS**, ("WSRP Agreement") and all other documents that Borrower executes in connection with the Loan, as defined in the Loan Agreement ("Loan Documents").

2.3. **Advances.** The payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust.

2.4. **Future Advances.** Payment of all future advances made by Lender, at Lender's option and at Borrower's request.

3. **Uniform Commercial Code Security Agreement.** This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in the items. Borrower agrees that Lender may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to

execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproduction of this Deed of Trust in such form as Lender may require to perfect a security interest with respect to the items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Deed of Trust as to such items. In exercising any of the remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Deed of Trust.

4. **Construction Loan Provisions.**

4.1. **WSRP Agreement and Loan Agreement.** Borrower agrees to comply with the covenants and conditions of the WSRP Agreement, which is hereby incorporated by reference in and made a part of this Deed of Trust. All advances made by Lender pursuant to the Water and Sewer Rehabilitation Program Program shall be indebtedness of Borrower secured by this Deed of Trust, and such advances may be obligatory as provided in the WSRP Agreement. All sums disbursed by Lender prior to completion of the improvements to protect the security of this Deed of Trust up to the principal amount of the Note shall be treated as disbursements pursuant to the WSRP Agreement. All such sums shall bear interest from the date of disbursement at the highest contract rate which may be collected from Borrower under applicable law at the time and shall be payable upon notice form Lender to Borrower requesting payment therefore.

4.2. **Breach.** From time to time as Lender deems necessary to protect Lender's interests, Borrower shall, upon request of Lender, execute and deliver to Lender, in such form as Lender shall direct, assignments of any and all rights or claim which relates to the construction of the Property and which Borrower may have against any party supplying or who has supplied labor, materials or services in connection with construction of the Property. In case of breach by Borrower of the covenants and conditions of the WSRP Agreement, Lender, at Lender's option, with or without entry upon the Property, (i) may invoke any of the rights or remedies provided in the agreement, (ii) may accelerate the sums secured by this Deed of Trust and invoke those remedies provided herein, or (iii) may do both.

5. **Rights and Duties of Parties.**

5.1. **Real Property Covenants.** The Borrower covenants that (i) Borrower is lawfully seized of the estate hereby conveyed and has the right to grant, convey and assign the Property; (ii) the Property is unencumbered; and (iii) Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

5.2. **Payment.** The Borrower shall promptly pay when due the indebtedness evidenced by the Note and all other sums secured by this Deed of Trust if and when such payment is required.

5.3. **Charges; Liens.** The Borrower shall pay all water and sewer rates, rents, taxes, assessments, premiums and other impositions attributable to the Property by Borrower making payment, when due, directly to the payee thereof, of in such manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this Section, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. The Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Deed of Trust, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, the Borrower shall not allow any lien, mortgage or other encumbrance inferior to this Deed of Trust to be perfected against the Property.

5.4. **Hazard Insurance:**

5.4.1 **Duty to Insure Property.** The Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to the Lender against loss by fire, hazards included within the term "extended coverage," rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. All premiums or insurance policies shall be paid by the Borrower making payment, when due, directly to the carrier, or in such other manner as the Lender may designate in writing.

5.4.2 **Policies.** All insurance policies and renewals thereof shall be in a form acceptable to the Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. The Lender shall have the right to hold the policies, and the Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, the Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

5.4.3 **Loss.** In the event of loss, the Borrower shall give immediate written notice to the insurance carrier and to the Lender. The Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (i) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property or (ii) to apply the balance of such proceeds to the payment of the sums secured by this Deed of Trust, whether or not then due.

5.4.4 **Proceeds.** If the insurance proceeds are held by the Lender to reimburse the Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. The Lender may, at Lender's option, condition disbursement of the proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen

and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the Property is sold pursuant to this Deed of Trust or if the Lender acquires title to the Property, Lender shall have all of the right, title and interest of the Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

5.5. **Preservation and Maintenance of Property.** The Borrower (i) shall not commit waste or permit impairment or deterioration of the Property, (ii) shall not abandon the Property, (iii) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as the Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (iv) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (v) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and (vi) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Deed of Trust or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

5.6. **Use of Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Deed of Trust was executed. Borrower shall not initiate or acquire or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

5.7. **Protection of Lender's Security.**

5.7.1 **Lender's Rights.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy debtor or decedent, then Lender, at Lender's option, may make such appearance, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in this Deed of Trust.

5.7.2 **Additional Indebtedness.** Any amounts disbursed by Lender pursuant to this Section, with interest thereon, shall become additional indebtedness of the Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the

indebtedness secured hereby. Nothing contained in this Section shall require Lender to incur any expense or take any action hereunder.

5.8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property.

5.9. **Books and Records.** Borrower shall keep and maintain at all times at Borrower's address stated below, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender a balance sheet, a statement of income and expenses of the Property and a statement of charges in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant. Borrower shall furnish, together with the foregoing financial statements and at any other time upon Lender's request, a rent schedule for the Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable, the rent paid and such other information as the Lender shall require.

5.10. **Condemnation.**

5.10.1 **Proceedings.** Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

5.10.2 **Award.** Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust, whether or not then due, with the balance, if any, to Borrower. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

5.11. **Borrower and Lien not Released.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, extend the time for payment of the indebtedness or any part thereof, reduce payments thereon, release anyone liable on any of the indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the indebtedness, release from the lien of this Deed of Trust any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination

agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section shall not affect the obligation of Borrower to Borrower's successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

5.12. **Forbearance by Lender not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust, nor shall Lender's receipt of any awards, proceeds or damages under this Deed of Trust operate to cure or waive Borrower's default in payment of sums secured by this Deed of Trust.

5.13. **Estoppel Certificate.** Borrower shall within ten (10) days of a written request from Lender furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

5.14. **Reconveyance.** Upon payment or forgiveness of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Property.

6. **Transfers of Property.**

6.1. **Prohibited Transfers.** On (i) sale or transfer of all or any part of the Property, or any interest therein, including leasing or renting the property, or (ii) the granting of any deed of trust or other encumbrance on the Property subordinate to this Deed of Trust, the Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable and may invoke any remedies permitted by this Deed of Trust.

6.2. **Exceptions.** This option shall not apply in the case of sales or transfers of fixtures or any personal property incident to replacement with items of like kind.

7. **Default and Acceleration; Remedies.**

7.1. **Default.** For purposes of this Deed of Trust, "default" is Borrower's breach of, or failure to comply with, any covenant, agreement, term or condition contained in the Note, this Deed of Trust, the Loan Agreement or any other Loan Documents. Default shall include, but not be limited to:

7.1.1 **Default on Indebtedness.** Failure of Borrower to pay when due any sum owing hereunder or under any of the other Loan Documents.

7.1.2 **Failure to Repair or Replace.** Failure of Borrower to complete the required repairs in accordance with the approved plans and specifications and the WSRP Agreement within a reasonable time, as determined by Lender, from the date hereon.

7.1.3 **Unapproved Transfer.** Borrower's sale, transfer or other disposition of the Property without the Lender's prior written consent, excluding the creation of a purchase money security interest for household appliances.

7.1.4 **Failure to Reside in Property.** Borrower's failure at any time to reside in the Property as Borrower's primary residence.

7.1.5 **Failure to Comply.** Borrower's failure to comply with any covenant, agreement, term or condition contained in this Note or in any of the Loan Documents.

7.1.6 **Other Defaults.** Borrower's failure to pay, or other default, in any other indebtedness secured by the Property.

7.1.7 **Appointment of Receiver, Etc.; Insolvency.** The appointment of a receiver or liquidator for the Borrower or Borrower's property, the filing of any state or federal bankruptcy or insolvency petition by or against the Borrower, or any assignment by Borrower for the benefit of Borrower's creditors.

7.1.8 **Death.** Borrower's death or, if Borrower is a husband and wife forming a marital community, the death of both husband and wife.

7.1.9 **False Statements.** Any warranty, representation, or statement made or furnished to Lender by or on behalf of Borrower under this Note or the Loan Documents is false or misleading in any material respect at the time made or furnished, or becomes false or misleading at any time thereafter.

7.1.10 **Defective Collateralization.** This Note or any of the Loan Documents ceases to be in full force and effect (including failure of any security agreement to create a valid and perfected security interest) at any time and for any reason

7.2. **Acceleration.** Upon Borrower's default and after expiration of any required notice period, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand. After giving Borrower notice of default in the manner prescribed by applicable law, Lender may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Borrower acknowledges that the power of sale herein granted may be exercised by Lender without prior judicial hearing. Borrower has the right to bring an action to assert the nonexistence of a breach or any other defense of Borrower to acceleration and sale. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees and costs of documentary evidence, abstracts and title reports.

7.3. **Sale.** If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's decision to cause the Property to be

sold. Trustee and Lender shall give such notices as the laws of Washington may require to Borrower and to such other persons as the laws of Washington prescribe, and after the lapse of such time as may be required by applicable law, Trustee shall sell the Property according to the laws of Washington. Trustee may sell the Property at any time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property for a period or periods not exceeding a total of one hundred twenty (120) days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

7.4. **Deed and Proceeds.** Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (i) to all costs and expenses of the sale, including, but not limited to, Trustee's and attorney's fees and costs of title evidence; (ii) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (iii) the excess, if any, to the clerk of the superior court of the county in which the sale took place.

7.5. **Remedies Cumulative.** Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

7.6. **Waiver of Marshalling.** Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Deed of Trust and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of such assets in connection with the exercise of any remedies permitted by applicable law or provided herein.

8. **Miscellaneous.**

8.1. **Notice.** Except for any notice required under applicable law to be given in another manner, (i) any notice to Borrower provided for in this Deed of Trust or in the Note shall be given by mailing such notice addressed to Borrower at Borrower's address stated below or at such other address as Borrower may designate by notice to Lender as provided herein, and (ii) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

8.2. **Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, the Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the Sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

8.3. **Waiver of Statute of Limitations.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Deed of Trust or to any action brought to enforce the Note or any other obligations secured by this Deed of Trust.

8.4. **Substitute Trustee.** In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

8.5. **Use of Property.** The Property is not used principally for agricultural or farming purposes.

NOTICE CONCERNING ORAL AGREEMENTS
Oral agreements or oral commitments to lend money, extend credit or to forbear from enforcing repayment of a debt are not

BORROWER:

ENTER BORROWER'S NAME(S)

ENTER BORROWER'S NAME(S)

Borrower's Address:

PROPERTY LOCATION

CITY, STATE ZIP

State of Washington

County of Spokane

I certify that I know or have satisfactory evidence that _____
_____ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that
(he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act
for the uses and purposes mentioned in the instrument.

Witness my hand and official seal.

Dated: _____

Notary Public in and for the State of Washington,
Residing in: _____

Appointment Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

ENTER THE LEGAL DESCRIPTION OF PROPERTY

DRAFT

3.8

15 min

3.8 - Water Conservation Education and Out

*Davis, Kirstin,
Zimmer, Kristen*

Council Sponsor: CP Kinnear

Kirstin Davis and Kristen Zimmer will provide an overview of the Water Wise programs and public communications promoting water conservation this year. Presentation file is not finalized at this time.

I have indicated CP Kinnear as sponsor on briefing paper and have not identified a second sponsor. There is no action to take on this item.

| For Information

Attachments

[PIES Water Cons Ed Comm 2023 Briefing Paper.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Water and Hydroelectric Services
Contact Name	Kirstin Davis & Kristen Zimmer
Contact Email & Phone	kdavis@spokanecity.org x7773 or kzimmer@spokanecity.org x6573
Council Sponsor(s)	CP Kinnear
Committee Date	10/23/2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	Water Conservation Education and Outreach Overview
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Conservation and Drought Response Measures in its second irrigation season since adoption. Staff is providing an overview of education programs and communication efforts in 2023.</p> <p>Water savings results are not available yet; that information will be provided at the Annual Conservation Master Plan Update in the first quarter of 2024.</p>
Proposed Council Action	
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: 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 – not a proposal, providing a report	
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 – not a proposal, providing a report	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A – not a proposal, providing a report	
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 – not a proposal, providing a report	

3.9

20 min

3.9 - GFCs October Update

*Feist, Marlene, Miller,
Katherine E*

Council Sponsor: CP Kinnear

For October, PW will go over outreach efforts to date, review work by the Plan Commission, feedback from citizens, and recommendations from staff. This will lead into a study session on this matter on Nov. 2.

| For Discussion

Attachments

[Briefing Paper PIES October 2023 GFCs.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works and Utilities
Contact Name	Marlene Feist, Division Director
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 30 min
Agenda Item Name	General Facility Charges (GFCs) Monthly Update
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Council adopted an update to Water and Wastewater General Facilities Charges (GFCs) on March 27, 2023, along with a resolution requiring additional analysis and public outreach. Additional options and proposed changes are intended to be brought to City Council prior to March 4, 2024.</p> <p>Public Works has been a monthly update on these efforts at the Council’s PIES meetings during the review period.</p> <p>For October, we will go over a look at outreach efforts to date, review work by the Plan Commission, feedback from citizens, and recommendations from staff. This will lead into a study session on this matter on Nov. 2.</p> <p>The City of Spokane established a General Facility Charge (GFC) for both Water and Sewer in December of 2002. Prior to March 2023, the charges had never been updated. The charges are designed to pay for new capacity in these systems needed for growth.</p>
Proposed Council Action	For discussion only.
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: 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?	
<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.</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 GFCs will be collected city wide when water meters are purchased for use.

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

GFCs will be reviewed every 3-5 years to ensure they are keeping up with the cost to provide capacity for future development.

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?

Having growth pay for new capacity in the City's utility systems is consistent with the Comprehensive Plan. Projects used to develop GFC rates are consistent with the City's Water System Plan, Comprehensive Plan infrastructure chapters, and Capital Improvement Plans. GFCs also are consistent with Growth Management at the state level, and any changes would comply with state laws.

3.10

15 min

3.10 - Library Levy Lid Lift RES

Chanse, Andrew

Spokane Public Library Levy Lid Lift Renewal Council Sponsors: Zappone and Wilkerson

| For Discussion

Attachments

[Briefing Paper SPL Levy Lid Lift renewal.docx](#)

[2023 City-of-Spokane---Library Levy Lid Lift \(FEB 2024\) Resolution DRAFT \(~.docx](#)

Committee Agenda Sheet

Committee TBD

Submitting Department	Spokane Public Library
Contact Name & Phone	Andrew Chanse 509-444-5305
Contact Email	achanse@spokanelibrary.org
Council Sponsor(s)	Zappone, Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Spokane Public Library Levy Lid Lift renewal
Summary (Background)	<p>The library has consistently played a vital role in the lives of Spokane residents by offering a broad range of services and resources that promote education, cultural enrichment, personal growth, and belonging. Over the years, we have witnessed countless success stories of individuals who have been empowered through the library's programs to achieve academic excellence, professional development, enhanced digital literacy, and a greater sense of self and community.</p> <p>With the current library levy set to expire at the end of 2024, we recognize the significance of securing sustainable funding to maintain the high-quality and essential services we have been providing to the community.</p>
Proposed Council Action & Date:	<i>Spokane Public Library's Board of Trustees recommends the City Council to propose a renewal of the library levy at the current rate (seven cents per thousand of assessed valuation) on the upcoming February ballot in 2024 for a period of three years. Recommended date for action is 11/13/2023.</i>
<p>Fiscal Impact: If approved by voters, continued library operations under current service level through 2027.</p> <p>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</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: revenue generating</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

RESOLUTION NO. 2023 - xxxx

A RESOLUTION OF THE CITY OF SPOKANE PROPOSING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR A PERIOD OF THREE YEARS BEGINNING IN 2025 IN AN AMOUNT EXCEEDING THE LIMITATIONS OF CHAPTER 84.55 RCW TO PROVIDE FUNDING FOR LIBRARY OPERATIONS; PROVIDING FOR THE SUBMISSION OF THE MEASURE TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION; REQUESTING THAT THE SPOKANE COUNTY AUDITOR HOLD A SPECIAL ELECTION FOR THE MEASURE ON FEBRUARY 13, 2024; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy and such other levies as may be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, Chapter 84.55 RCW reflects a limitation that the annual rate of increase of the dollar amount of the regular property tax levy set by the City Council may not exceed the lesser of the rate of inflation or one percent (1%), all as further reflected in Chapter 84.55 RCW; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55 RCW upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, in the February 2013 special election, 66% of the voters of the City of Spokane approved an increase in the regular property tax levy in the amount of \$0.07 per \$1,000 of property valuation, for the purpose of funding library operations beginning in 2014 and extending through 2017; and

WHEREAS, in the April 2017 special election, 71% of the voters of the City of Spokane approved an increase in the regular property tax levy in the amount of \$0.07 per \$1,000 of property valuation, for the purpose of funding library operations beginning in 2018 and extending through 2024; and

WHEREAS, on July 18, 2023, the Spokane Public Library Board of Trustees voted unanimously to recommend the City Council place a measure on the February 13, 2024 ballot that would allow for the renewal of the current levy lid lift in order to maintain the improvements to library services resulting from the passage of the 2017 levy lid lift and to implement new practices to make the Library more efficient and responsive to its customers' educational, business and cultural interests; and

WHEREAS, the City Council desires to continue the levy lid lift approved by the voters in April 2017 to continue funding for library operations by submitting to the voters a measure to increase the regular property tax levy in excess of the amount

permitted by state law of \$0.07 per \$1,000 of assessed valuation in 2025, which amount will be used as a base to calculate all subsequent levies for the duration of the proposed three-year levy lid lift; and

WHEREAS, it is anticipated that the levy lid lift will raise approximately \$2,500,000 in 2025, approximately \$2,525,000 in 2026; and approximately \$2,550,250 in 2027 for library operations; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council of its motion may submit to popular vote for adoption or rejection at any election any proposed ordinance or measure.

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

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on February 13, 2024, in conjunction with the scheduled special election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of a property tax levy to provide funding for library operations.

Section 2. The following measure shall be submitted in the following form:

CITY OF SPOKANE

MEASURE NO. 1

LIBRARY OPERATIONS LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTION NO. 2023-xxxx PROVIDING FOR AN INCREASE IN THE REGULAR PROPERTY TAX LEVY IN EXCESS OF STATE LAW BEGINNING IN 2025 IN WHICH THE FUNDING WOULD BE ALLOCATED ONE HUNDRED PERCENT FOR LIBRARY OPERATIONS. THIS MEASURE AUTHORIZES AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR 2025 BY \$0.07 PER \$1,000 OF ASSESSED VALUATION FOR A LEVY RATE NOT TO EXCEED \$3.60. THE INCREASE IN THE PROPERTY TAX LEVY WOULD REMAIN IN EFFECT FOR A PERIOD OF THREE YEARS.

SHOULD THIS MEASURE BE APPROVED?

YES

NO

Section 3. In the event the measure specified in Section 2 above is approved by the qualified electors of the City as required by the Constitution and laws of the state of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 4. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio*, Supervisor of Elections of the City, to call, conduct and hold within the City a special election on Tuesday, February 13, 2024, for the purpose of submitting to the

qualified electors of the City for their approval or rejection, the proposal set forth above. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than December 15, 2023.

Section 5. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the
_other provisions of this resolution.

Section 6. The levy lid lift in the property tax levy rate shall be a temporary single year increase, which shall begin in 2025 and continue through 2027.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the measure as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the measure remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council this _____ day of **November XX**, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3
As Amended and Adopted on **11/14/23**

3.11

15 min

3.11 - Park Ballot RES

Hamad, Nicholas

Park Ballot Resolution Council Sponsors: Wilkerson and Bingle

Attachments

[Briefing Paper_Citywide Neighborhood Park Improvement.docx](#)

[Healthy Parks Document_PB Adopted.pdf](#)

[KR Comments_2023 City-of-Spokane---Park Levy Lid Lift \(FEB 2024\)_clean.pdf](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	Parks and Recreation
Contact Name	Nick Hamad
Contact Email & Phone	nhamad@spokanecity.org – 509.363.5452
Council Sponsor(s)	Betsy Wilkerson / Jonathan Bingle
Committee Date	October 23, 2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 20 minutes
Agenda Item Name	Citywide Park Improvement Program and associated Ballot Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In October of 2023, the Park Board voted to adopt a resolution which adopting a citywide neighborhood park investment and requests City Council pass a ballot resolution on the February 2024 ballot to fund the program capital and operations improvement. This agenda item overviews the recommended park investment, the park board resolution requesting the City Council placing the citywide park renovation and improvement levy on the February 2024 ballot.</p> <p>The ‘neighborhood park improvement program’ was developed directly from extensive community engagement conducted between February 2021 and June of 2022 and is designed to meet the highest community priorities and recommendations contained within the ‘Park and Natural Lands Master Plan’ adopted by both Park Board and City Council in June 2022. The program recommends capital projects and operational enhancements designed to improve aging parks where they are already in the community and add parks in neighborhoods which lack walkable park access.</p> <p>Using the highest priority park master plan recommendations as a starting point, the City formed an ad-hoc ‘citywide neighborhood park executive committee’ to refine master plan recommendations into the lowest cost, highest benefit program of capital projects and operational improvements to improve the park user experience and condition citywide at the lowest estimated cost. The group also worked to ensure recommended improvements are appropriately distributed throughout the Spokane Community. The executive committee consists of members from the Park Board, City Council, City Administration, subject matter experts, and park staff. In August of 2023, the committee voted to approve the capital and operational program and recommend a single-year levy lid lift to fund the improvements over a 20-year duration.</p>
Proposed Council Action	
Fiscal Impact	
Total Cost: <u>Approximately \$225M in investment over 20 years duration.</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Funding Source One-time Recurring
Specify funding source: Single Year Levy Lid Lift, 20 year duration

Expense Occurrence One-time Recurring

Other budget impacts: (revenue generating, match requirements, etc.)
Some funding is anticipated to be used as matching funds for State and Federal park improvement grants.

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

What impacts would the proposal have on historically excluded communities?

If the park investment program was approved by City Council and approved by public vote, it would provide significant investment within the City's park system, prioritizing investment within parks which are in failing to poor condition, lack recent investment, and are located within Social and Environmental Equity Priority Zones. One example of this type of investment which is included in the park improvement program is the acquisition and development of a new neighborhood park in the City's 'Shiloh Hills' Neighborhood. Located within Northeast Spokane (East of Nevada and North of Francis), this neighborhood is located within the highest social and environmental park equity zone and contains more than 1,820 neighborhood households without walking access to a public park. Adding a park in this location would provide walkable park access to a significant number of our communities' most socially vulnerable population.

Another example of investment in an historically 'geographically underserved' neighborhood is the development of a new neighborhood park in the rapidly developing North Indian Trail neighborhood. Despite being an affluent neighborhood, more than 2,800 neighborhood households lack walkable access to a park, which is the highest quantity of residents without park access in the city. Development of 'Meadowglen Park' in North Indian Trail would bring more than 650 households within walkable park access and fill a significant gap for park access in the city.

Additional park improvements within historically excluded communities are included within the program, all of which are collectively intended to either enhance the condition and user experience within an existing park, enhance connectivity to an existing park, or provide park access where none currently exists.

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?

A report of park levy project and operational improvements will be generated annually and reported to the Park Board and City Council. This will include the location and value of capital projects, many of which will be located within Social and Environmental Park Equity Zones as defined within the adopted 2022 park and natural lands master plan.

Specifically, we intend to measure the percentage of work complete and the level of park service(s) within socially vulnerable portions of the City of Spokane. Rather than target 1 specific disparity (income, ethnicity, disability, etc.), we find the 'social vulnerability index' as aggregated by the CDC is one of the most appropriate methods for measuring social and environmental equity when evaluating and planning park improvements in the City of Spokane. As a result, we will provide a metric on the amount of work completed annually within 'high, medium, and low' social and environmental park equity zones as a percentage of the overall work completed citywide. This allows us to measure how

much work is being completed socially vulnerably portions of the community and whether that is less than, equal to, or higher than less socially vulnerable portions of the community.

Used on its own, this method provides a snapshot of work completed within certain vulnerable communities, and when combined with other planned metrics/measurables listed in response to the next question, the combined measurables provide a comprehensive view of the work completed and how it benefits the community.

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

There are several types of data which can be collected and shared to measure the success of this program.

We intend to measure:

- The ‘physical condition ratings’ of park assets before and after projects are completed (ie. a playground /restroom which is renovated will have a much improved ‘physical condition’ after being replaced).
- A recreation ‘level of service’ measured can be provided as new recreation assets (sport courts / fields / disc golf courses / etc.) are added. This is accomplished by counting and measuring the total quantity of rec assets against the city’s population after new facilities are added (by adding facilities, we provide a higher level of service).
- The quantity of city households within a 10-minute walk of a park will be measured after new parks are added. When each park is added, it will make a measurable positive impact to the park ‘walkability score’ by reducing the quantity of households outside a 10-minute walk of a park.
- Public survey will be conducted intermittently throughout the program to gauge how satisfied citizens are with park conditions.
- A ‘park levy completion’ report can be provided annually to document the number of improvements and labor hours completed each year. Those milestones / deliverables can be benchmarked against the overall program to provide a ‘percent completion’ status.

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?

Regarding City Park System Planning Documents:

This investment is based directly on the specific ‘Implementation Action Items’, Goals and Objectives contained within the ‘2022 Parks and Natural Lands Management Plan’ as adopted by the Park Board and City Council (OPR 2022-0454 / RES 2022-0090). Each specific project or operational enhancement within the attached ‘healthy parks, health neighborhoods’ program document includes specific reference to the park master plan ‘priority tier’ and ‘goal & objective’.

Regarding City Comprehensive Plan:

This investment is consistent with:

- Policy CFU 5 Environmental Concerns – 5.2
- Policy PRS 1 Preservation & Conservation – 1.1, 1.3 & 1.6
- Policy PRS 2 Park & open Space System – 2.1, 2.2, 2.3, 2.5, & 2.6
- Policy PRS 3 Bicycle & Pedestrian Circulation – 3.1 & 3.2
- Policy PRS 4 Maintenance Program – 4.1 & 4.2
- Policy PRS 5 Indoor / Outdoor Rec Program – 5.1, 5.2, 5.4, 5.5 & 5.6
- Policy PRS 6 Coordination and Cooperation – 6.1, 6.2 & 6.3

- Policy PRS 7 Parks Service Quality – 7.1, 7.2, 7.3, 7.5, 7.6, & 7.7
- Policy N 5 Open Space – 5.1, 5.2 & 5.3
- Policy N 6 The Environment – 6.4
- Policy N 7 Social Conditions – 7.1 & 7.2
- Policy NE 2 Sustainable Water Quality – 2.1, 2.2 & 2.3
- Policy NE 6 Native Species Protection – 6.3 & 6.5
- Policy NE 11 Natural Areas – 11.1, 11.2, 11.3 & 11.4

Regarding 2021 Sustainability Action Plan:

- Natural Environment Goal 1, Strategy 1 – NE 1.1
- Natural Environment Goal 1, Strategy 2 – NE 2.2 & 2.4
- Natural Environment Goal 2, Strategy 4 – NE 4.2
- Natural Environment Goal 3, Strategy 7 – NE 7.2
- Water Resources Goal 2, Strategy 6 – WR 6.2, 6.5, 6.7 & 6.8

Regarding Neighborhood Master Plans & Other:

- Parks frequently works with specific neighborhoods to develop park specific ‘master plans’ to guide the long-term investment in specific parks or neighborhoods. Numerous of these documents are already adopted and have informed this program. Good recent examples are the ‘Coeur d Alene Park Master Plan’ and ‘Sky Prairie Park Master Plan’. These documents have previously been approved by the neighborhoods and adopted by the Park Board, and with funding from this program additional components of those plans can be implemented.
- We will continue to engage with each neighborhood as we plan and implement capital projects in those respective areas to ensure parks in their neighborhood best reflect their values and desires.



HEALTHY PARKS, HEALTHY NEIGHBORHOODS

Citywide Park Renovation & Improvement



As Adopted by Park Board - October 12, 2023

Land Acknowledgment

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial. As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit. We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives. We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

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

Acknowledgments

Thank you to the citizens of Spokane who in 2021 & 2022 provided the input and direction that directly informed this citywide park improvement levy. The issues, opportunities and desires identified by citizens in the '2022 parks and natural lands master plan' provide the background and basis for all aspects of this proposed park investment.

Thank you also to the members of the 'Citywide Neighborhood Park Investment Executive Committee', which directed the formation of this specific citywide park improvement levy. Over the course of 4 months in the spring & summer following the approval of the park master plan, these individuals defined the specific program scope, program elements, funding source and funding duration for a citywide neighborhood park investment. At its final meeting in August of 2023, the executive committee recommended this investment to the City of Spokane Park Board consideration and adoption.

Executive Committee

City Council Members

Betsy Wilkerson, District 2
Jonathan Bingle, District 1

City Administration

Brian Coddington, Director of Communications and Marketing

Spokane Park Board

Bob Anderson, President
Gerry Sperling, Vice President
Jennifer Ogden, Member
Kevin Brownlee, Member

Subject Matter Experts

Gavin Cooley, City of Spokane Chief Financial Officer (Retired)
Rick Romero, City of Spokane Public Works Director (Retired)

City Parks Staff (Voting Members)

Garrett Jones, Interim City Administrator
Al Vorderbrueggen, Director of Operations

City Parks Staff (Non-voting Members)

Berry Ellison, Park Program Manager
Carl Strong, Assistant Director of Operations
Fianna Dickson, Communication Manager
Nick Hamad, Park Planning and Development Manager

Executive Summary

What Should We Do Next

In 2020, with the 2014 Riverfront Park Renovation bond project nearing completion, Spokane Parks began a new project to assess the entirety of the City's park system. At its core, this project intended to answer one question, "What should we do next?" For the next 2 years, park staff and consultants listened to the community and formed a master plan directly from this input. This 'Parks and Natural Lands Master Plan' outlined a vision to 'Preserve and Play' by both preserving and restoring current park lands and assets while also updating the park amenities and adding new parks in neighborhoods which lack access.

So, when we asked "What should we do next?", what did we hear? Simply put, "Invest in our neighborhoods".

Renovate parks which are aging. Replace old and broken playgrounds. Renovate and replace old restrooms - clean them more often and ensure they stay open. Enhance day to day park maintenance. Upgrade sprinklers to improve water efficiency and eliminate daytime watering. Add new parks on city land within neighborhoods which don't have parks nearby. Enhance security in parks which don't always feel safe. Acquire and preserve natural lands. Improve trailheads to provide better access to those lands. And update parks to provide the modern amenities residents want - like pickleball, pump tracks, disc golf, splash pads, and others. Invest in us, where we live every day, because Healthy Parks make for Healthy Neighborhoods.

Is it Really Needed? And why Neighborhoods?

Since 1999, Spokane residents have approved (3) park bond investments. In 1999, the community invested in 3 new parks and repaired a portion of the deferred park maintenance citywide. In 2007 the community chose to invest in new outdoor pools, splash pads and sports complexes. In 2014 the community invested in Riverfront Park. These previous investments have built excellent special use facilities in which we can be proud and which are the envy of many nearby communities.

However, during these same 24 years, the percentage of city funds allocated to parks has steadily decreased from 2.6% in 2000 to 2.3% of all city expenses in 2022. That reduction totaled approximately \$2,600,000 in 2022, and is roughly 10% of the entire Parks Division budget. As a result, nearly half of the city's neighborhood parks have not received any capital investment in over 20 years. These parks have aged and many are in need of significant repair to ensure they can continue to serve current and future generations. It has become increasingly clear that regular, ongoing capital repair and maintenance is needed for neighborhood parks to continue. Capital bonds alone provide temporary fixes, but do not allow for the hiring of staff and therefore do not improve the long term daily maintenance within parks. But there is a practical solution to update aging parks while also improving daily maintenance.

Neighborhood Park Levy

A park improvement levy, if approved by voters, allows not only for capital repair and construction but also the hiring of additional maintenance / safety staff as well as the purchase of needed maintenance equipment and vehicles. This approach can improve the condition of our parks for the long term. The following document outlines a citywide park improvement levy based directly on the adopted park master plan and tailored by an executive committee consisting of representatives from City Council, the Mayor's Administration, the Park Board, retired city financial and public work management, and city park staff. This program exists specifically to improve the quality of, access to, and amenities within parks citywide. Park staff asked, "what should we do next?" The Spokane community answered, "Invest in our neighborhoods". If approved, this citywide park improvement levy provides the means and methods for Spokane City Parks to deliver the first-tier park system improvements desired by the Spokane community.

CONTENTS

Land Acknowledgment	II
Acknowledgments	III
Executive Summary	IV
1. Program Overview	1
2. Enhance Park User Experience	5
Cut Sheets:	
Park Safety Initiatives / Visitor Experience	
Park Maintenance & Operations	
3. Renovate & Replace Aging Parks, Trailheads, and Amenities	9
Cut Sheets:	
Playground Improvements	
Restroom Improvements	
Irrigation Improvements	
Amenities Improvements	
Minor Park Repairs	
Trailhead & Trail Improvements	
Minnehaha Park	
Grant Park	
Harmon Park	
4. Acquire & Develop New Neighborhood Parks and Natural Lands	21
Cut Sheets:	
Southeast Land Acquisition	
River Access Improvements	
Natural Lands Management Plan & Acquisition Fund	
Meadowglen Park	
Shiloh Hills Park	
Qualchan Hills Park	
5. Administration & Project Management	29
Cut Sheets:	
Administration & Project Management	
6. Implementation & Next Steps	33

How to use this document

This is an interactive document, intended to be viewed both digitally and printed.

There are four program categories as part of this document, each with various project summaries called **cut sheets**. The cut sheets provide details on specific projects within the overall program. Cut sheets span broadly within the Parks and Recreation realm, meaning users from various backgrounds will likely be interested in just one or a few specific cut sheets.

As a digital copy, users can navigate through the document by using the clickable Contents page. By clicking on specific cut sheets or chapter titles, users will be linked to the page they click on. By clicking the central footer 'Healthy Parks, Healthy Neighborhoods' users will be linked back to the Contents Page for easy navigation.

As a printed copy, users can 'cut out' an individual cut sheet. This provides users with the flexibility to take one sheet (or a few) with them as talking points in a meeting for example, rather than carrying around the full document.

We hope this document provides you with the tools to engage in meaningful discussions that will help shape healthy parks, and healthy neighborhoods in Spokane.

- the healthy parks, healthy neighborhoods team

CHAPTER 1

Program Overview

Program Overview

General Overview

This Program was developed to improve the access to, condition of, and infrastructure / amenities within the City's Park system over a period of 20 years. To ensure responsible use to taxpayer funding and consistency with high priority community desires, the program draws directly from the 'First Priority Tier' recommendations of the adopted '2022 Park and Natural Lands Master Plan', with little exception.

- Approximately 81% of program investment is dedicated to the renovation, physical improvement, and daily maintenance enhancement of aging neighborhood parks, trailheads and natural lands community wide and the addition of a new park safety / visitor experience initiative.
- Approximately 12% of program investment is dedicated to the acquisition and development of new neighborhood parks within rapidly developing portions of the city as well as the acquisition of natural land and the improvement of trails and trailheads.
- Approximately 7% of program investment is dedicated to the project planning, construction management, and administration of the capital program and levy compliance.

The four major program categories are outlined in general detail below:

Renovate & Replace Aging Parks, Trailheads, and Amenities

- Renovate park lands and assets citywide by conducting (3) major park renovations, replacing all playgrounds with significant deferred maintenance citywide, replacing approximately 50% of all park restrooms citywide and performing minor repairs to remaining restrooms, replacing all (14) racquet sport courts citywide, renovating (2)-(3) trailheads, adding (4)-(6) new artificial,

all-weather surface fields, developing (1) new paved park access trail, renovating the boulder beach water access point, and creating an ongoing annual minor park repair & security improvement fund.

Enhance Park User Experience

- Improve general park maintenance, functionality, and cleanliness by hiring +/- (14) new park maintenance FTE staff, including (12) added maintenance staff dedicated to maintenance of the City's neighborhood parks, pools and sports complexes and (2) added maintenance staff dedicated to the city's park natural lands. Replace and augment antiquated maintenance equipment and vehicles to improve maintenance quality & efficiency.
- Expand park safety initiatives to neighborhood parks by hiring an additional (4) Park Ranger staff dedicated to the City's parks outside of Riverfront Park & provide vehicles and equipment as required.

Acquire & Develop New Neighborhood Parks and Natural Lands

- Develop (3) new neighborhood parks within rapidly developing portions of the City, acquire land for park development in (1) high need location, create a 'Natural Lands Acquisition and Management Plan' to prioritize future natural land acquisition and management, and create an ongoing, annual fund for the acquisition of priority natural lands.

Administration & Project Management

- Hire (6) project management, accounting, planning and design staff to manage implementation of capital improvements and associated activities, retain legal and audit consulting services to ensure levy compliance.

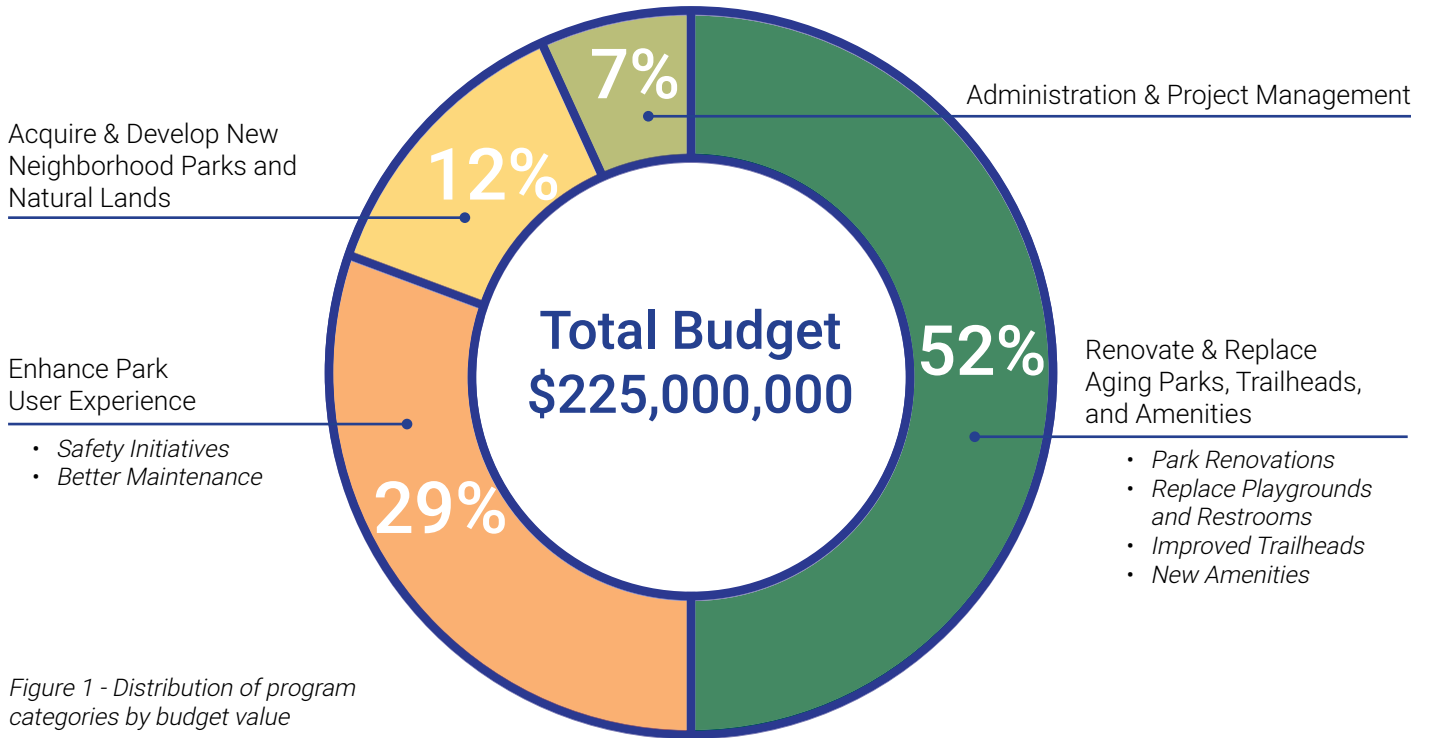


Figure 1 - Distribution of program categories by budget value



Figure 2 - Hierarchy of capital improvements based on overall budget allocation

Financial Overview

Recommended funding source for proposed park operational and capital improvements is a single-year Levy Lid lift assessing \$0.29/1,000 of assessed property value. If passed, this assessment increases overall city levy assessment just less than 5% totaling approximately \$10.12 per month for the median homeowner in the City of Spokane. The levy lid lift is planned for a duration of 20 years and is estimated to generate approximately \$225,000,000 over that time. Levy value & duration was determined by majority vote of the Citywide Neighborhood Park Executive Committee and Park Board adoption of the levy measure is planned in October 2023.

Statement of Assumptions

1. City General Fund contribution to City Parks and Recreation will remain as outlined in current City Charter and will not be reduced as an overall percentage of City spending. Any reduction in the contribution from City General Fund to Parks & Recreation will directly reduce the intended impact of this program.
2. By intent, all modeling uses escalation rates for both wages and project cost inflation that are slightly above historical actuals. This conservative approach is designed to not only ensure commitments can be met, but to account for and offset for both direct (i.e. increased water usage) and indirect overhead costs (i.e. interfund allocations for city service departments) that are difficult to forecast and/or trace back to individual projects.
3. All operational and administrative staffing costs were projected using 2023 wage and overhead rates. Operational and administrative staffing costs include 4% compounding annual cost escalation, from 2024 until 2044.
4. All estimated capital project costs were projected using 2023 pricing information. Projects include 3.5% compounding annual cost escalation from 2024 until the anticipated time of project construction.
5. Annual construction cost increase of 3.5% was based on 20-year historical average inflation as obtained from the 'Engineering News-Record Construction Cost Index History' from 2002-2022.
6. All major park renovation and new park construction capital project costs anticipate additional State and/or Federal grants totaling 20% of overall project cost.
7. Capital project costs represent total cost to implement projects, and include allowances for design & engineering services, permitting, construction administration, and Washington State Retail Sales Tax at a rate of 9%.
8. Project scheduling and implementation shall be reviewed annually by park staff with annual project implementation to be determined by park planning and development manager, park operations director, and park director.



CHAPTER 2

Enhance Park User Experience

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PARK SAFETY INITIATIVES / VISITOR EXPERIENCE

Enhance Park User Experience

Scope of Work: **Park Rangers**
 Location: **Citywide**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
 Master Plan Goal: Goal J. Co-existence
 Master Plan Objective: Objective 2. Park Design for Positive Interactions

Project Description

Approximately 2/3 of Spokane residents surveyed as a part of the 2022 parks and natural lands master plan believe “The City needs to do more to make parks and programs welcoming and accessible”. Many residents throughout public engagement commented about not feeling welcome or safe in parks due to trash, drug use, and encampments. Public spaces are inherently contested space as they are shared by all types of people. This initiative was formed to support co-existence within parks by addressing conflict between park users through adding staff trained on trauma-informed approaches for interacting with users of park spaces.

This initiative will receive a dedicated percentage of levy funds allocated to improvement park safety and improve visitor experience. These additional funds will support hiring additional staff, purchasing and maintaining specialty equipment and vehicles as outlined below:

- Hire additional park ranger staff dedicated to expanding the park ranger program outside of Riverfront Park to provide a physical presence within neighborhood parks where there is high risk of conflict between park users or the park space is contested and unwelcoming. Add approximately (4) FTE, (1) park ranger supervisor, and (3) full time park rangers. It is anticipated that the park rangers will move from park to park in response to the greatest need for their presence. Specific positions will be determined by park ranger supervisor in coordination with the park director.
- Allocate \$40k in annual funding dedicated to purchase & maintain park ranger vehicles and specialty equipment.

Key Park Safety Improvements

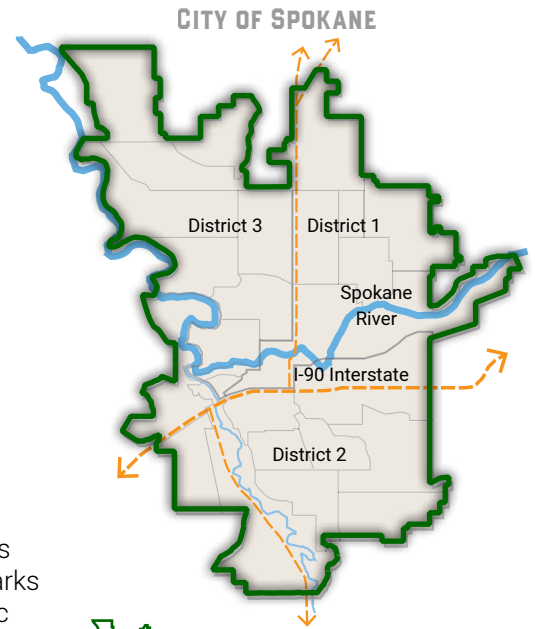
Park Ranger Staff Expansion



Park Ranger Vehicles



Welcoming to the Public



Park Safety Initiatives distributed citywide based on physical need

Park Rangers Today



PARK MAINTENANCE & OPERATIONS

Enhance Park User Experience

Scope of Work: **Maintenance & Operations**
 Location: **Citywide + Outside City Limits**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First

Master Plan Goals & Objectives:

Goal A. Serving the Under-resourced
 Objective 3. Focus on Neighborhood and Community Parks.
 Goal K. Maintain & Care
 Objective 1. Replace Aged Facilities.

Goal C. Preserve Our Wild
 Objective 5. Enhance Our Natural Lands With Projects To Restore Ecologies And Build Resilience To Natural Disasters.

Project Description

'Improving daily maintenance and management of existing parks' was viewed as important or essential by 2/3 of residents surveyed as a part of the 2022 parks and natural lands master plan. Over the past 20 years, the percentage of city funds spent on parks has consistently decreased, declining by 0.3% during that time (totaling \$2.6m in 2021 alone). 6 in 10 residents also felt the city should seek additional funding to maintain its existing offerings. To better meet community expectations for park maintenance and management, additional funds must be dedicated for that purpose.

To improve park operations and maintenance citywide, it is intended that the current park fund contribution to park maintenance and operations remains without being reduced while being augmented with a dedicated percentage of levy funds allocated for park maintenance and operations enhancements. These additional funds will support hiring additional staff, purchasing and maintaining equipment and vehicles as outlined below:

- Hire additional park maintenance staff to maintain developed park grounds, facilities, pools and splash pads citywide. Add approximately (12) FTE, (10) dedicated to maintaining park facilities and grounds citywide and (2) dedicated to maintaining recreation facilities. Specific positions may include (1) foreperson, (1) program specialist, (2) irrigation specialist, (1)

Key Maintenance & Operations Features

Cleaner Parks



Maintenance Vehicles & Equipment



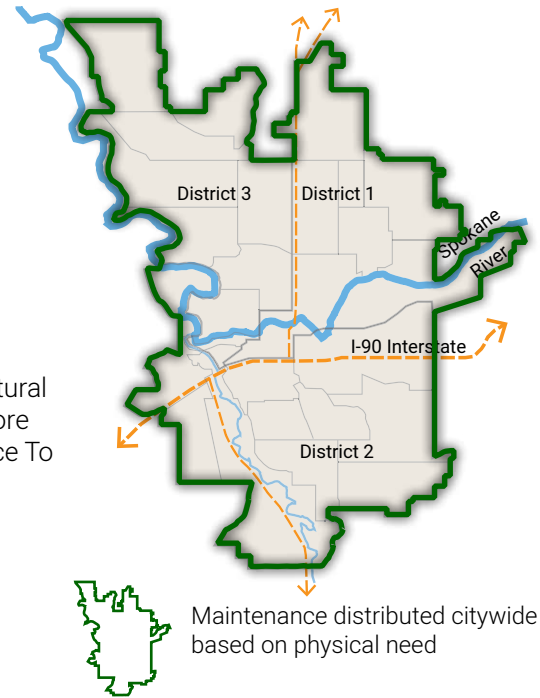
Park Operations Staff Enhancements



Citywide Maintenance Enhancements



CITY OF SPOKANE



Maintenance distributed citywide based on physical need

equipment operator, (1) gardener, (1) tree worker, (3) laborers, (2) park caretakers, and temp seasonal staff (budget dependent). Specific positions will be determined by park operations director in coordination with park director.

- Hire additional staff dedicated to maintenance of park natural lands. Add approximately (2) FTE, including (1) program specialist / trails coordinator, and (1) caretaker. Specific positions will be determined by assistant director of natural resources in coordination with park operations director.
- Allocate \$300k annual funding to replace depreciated fleet of park maintenance equipment. Purchase and maintenance equipment used to maintain parks and natural lands (trip-plex mowers, heavy equipment, small power equipment, specialty tools, etc.)
- Allocate \$200k annual funding to replace depreciated fleet of park vehicles and purchase / lease new vehicles for added employees. Funding dedicated to purchase / lease of light trucks, heavy trucks, and crew vehicles. (1/2-ton & 3/4-ton pickups, Kodiaks, etc.)

NOTE: Park staffing and equipment needs are dynamic in nature. Actual positions hired and actual equipment / vehicles purchased shall be evaluated continually by park operations management. Staff and equipment purchased shall nonetheless be dedicated to the maintenance and operation of parks citywide.

CHAPTER 3

Renovate & Replace Aging Parks, Trailheads, and Amenities

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PLAYGROUND IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**
 Location: **Citywide** - based on physical need

Project Profiles

Quantity	Project Type
10	Larger (Community) Park Playground Replacements
+/- 22	Smaller (Neighborhood) Park Playground Replacements

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
 Master Plan Goal: Goal K. Maintain and Care
 Master Plan Objective: Objective 1. Replace Aged Facilities

Project Description

'Playgrounds' were identified by citizens during the 2022 park and natural lands master plan as the highest priority asset to upgrade within existing parks. A detailed condition rating of all city park playgrounds found nearly 60% of all city park playgrounds have aged beyond their design life, contain major damage, or are no longer functional and require complete replacement to restore proper functionality. Community input received also indicates that caregivers and residents desire more accessible playgrounds than currently offered.

This project will replace all park playgrounds which are rated with a physical condition of 3.0 or higher. This includes replacement of approximately (32) playgrounds citywide, including all (10) large (community) park playgrounds within the city and approximately (22) smaller playgrounds within neighborhood parks citywide. All playground replacements will include dedicated play equipment for both the 2-5 and 5-12 age groups, inclusive play features, and enhanced ADA pathways to the playgrounds from the surrounding park. Large (community) playgrounds will include additional play features and new rubberized play surfacing instead of wood fiber surfacing to further enhance accessibility and quality. Replacement locations & priorities will be determined annually by physical condition.

Key Playground Improvements

Site Furnishings



Rubberized surfacing



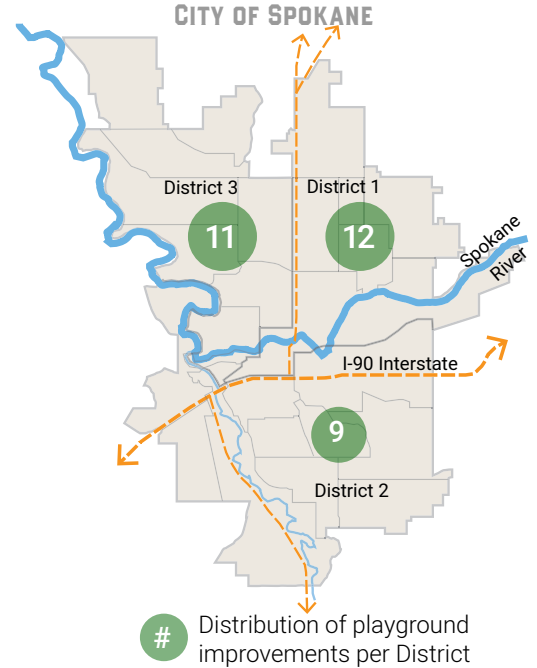
Inclusive play features



ADA accessible equipment



Full playground replacement



Playground Physical Condition Rating

All larger (community) parks listed below receive major playground replacement **regardless of rating**.

A.M. Cannon Park, Audubon Park, Comstock Park, Mission Park, Shadle Park, Sky Prairie Park, Thornton Murphy Park, and Underhill Park.

All smaller (neighborhood) park playgrounds **rated 3.0 to 5.0** receive complete playground replacement.

All smaller (neighborhood) park playgrounds **rated 1.0 to 3.0** receive enhanced maintenance repair.

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**rating criteria as per 2022 parks and natural lands master plan*

RESTROOM IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**
 Location: **Citywide** - based on physical need

Project Profiles

Quantity	Project Type
+/- 40	Citywide Restroom Replacements
+/- 45	Citywide Restroom Enhancements

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
 Master Plan Goal: Goal A. Serving the Under-resourced
 Master Plan Objective: Objective 3. Focus on Neighborhood and Community Parks

Project Description

The 2022 park and natural lands master plan identified restrooms as the highest priority asset to upgrade and add within city parks. Lack of consistent restroom access & quality were considered a problem by 7 in 10 residents. The large majority of all park restrooms do not meet current ADA accessibility requirements & building code regulations, are easily vandalized or damaged, are difficult to repair once damaged, and are in need of significant repair or replacement to reduce future maintenance burden and meet community expectation.

This project will replace approximately 50% of all park restrooms citywide, totaling approximately (40) individual restrooms buildings. Replacement restrooms will meet modern building code regulation and ADA access requirements and will include enhance ADA pathways to the restrooms from the surrounding park.

The remaining 50% of city restrooms will receive minor upgrades, including fixture replacements, paint, and other minor repairs as required to ensure functionality. Replacement & repair locations & priorities will be determined annually by physical condition.

Key Restroom Improvements

Family access



Winterization



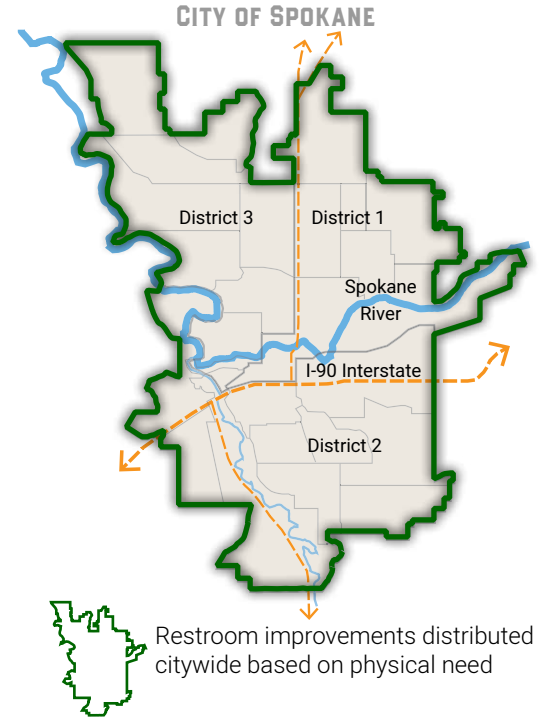
ADA accessibility



Full restroom replacement



More reliable



Restroom Physical Condition Rating

All citywide restrooms **rated 4.0 to 5.0** receive full facility replacement

All citywide restrooms **rated 2.0 and above** receive enhancements

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**rating criteria as per 2022 parks and natural lands master plan*

IRRIGATION IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**
 Location: **Citywide** - based on physical need
 Renovation Size: **Up to 175 acres**

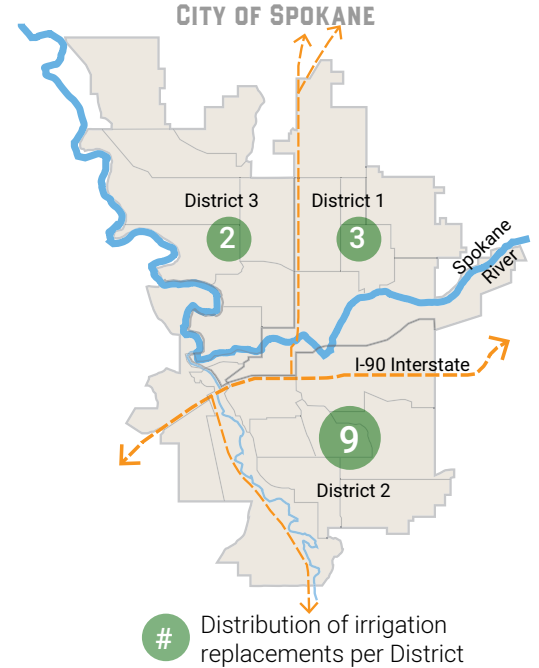
Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier - First

Master Plan Goals & Objectives

- Goal F. Improve Water Use Efficiency
 - Objective 1. Reduce Water Needs
 - Objective 2. Improve City-Wide Water Management Practices

- Goal K. Maintain and Care
 - Objective 1. Replace Aged Facilities



Project Description

City of Spokane Parks is the largest single municipal user of city water, consuming approximately 4% of all water pumped citywide to irrigate park lands throughout the community. Numerous park irrigation systems are antiquated and require 'manual operation', i.e. maintenance staff must physically 'plug-in' each sprinkler daily to operate the systems. These systems are inefficient, beyond their design lives, labor intensive, and expensive to operate. Additionally, in the 1970's and 1980's, numerous 'manual' systems were retrofitted with 'hydraulic control systems', which rely on highly unreliable components which are no longer manufactured and require replacement to ensure continued operation.

This project replaces approximately 175 acres of antiquated irrigation systems within approximately (13) parks, replaces all 'manual' irrigation systems and several of the most unreliable 'hydraulic' irrigation systems. New irrigation systems will be fully automated, high-efficiency, and include water saving accessories and sensors to further increase watering efficiency. Once complete, irrigation system upgrades significantly reduce labor resources required to complete basic watering, increase watering efficiency, and eliminate the regular need for daytime watering within parks. Landscape conversions from turfgrass to more drought tolerant meadow landscape will be considered for implementation with irrigation upgrades on a case-by-case, site-by-site basis.

Key Irrigation Improvements

Replace manual & hydraulic systems



Replace antiquated vaults & plumbing



Install modern, efficient systems



Reduced water use



Labor reduction



Increased level of service



AMENITIES IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**
 Location: **Citywide**

Project Profiles

Quantity	Project Type
14	Renovated Sport Courts
1	Add Skate Park / Pump Track
1	Add Disc Golf Course
4-6	All Weather Surface Fields

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier - First

Master Plan Goals & Objectives

Goal A. Serving the Under-resourced
 Objective 3. Focus on neighborhood and community parks

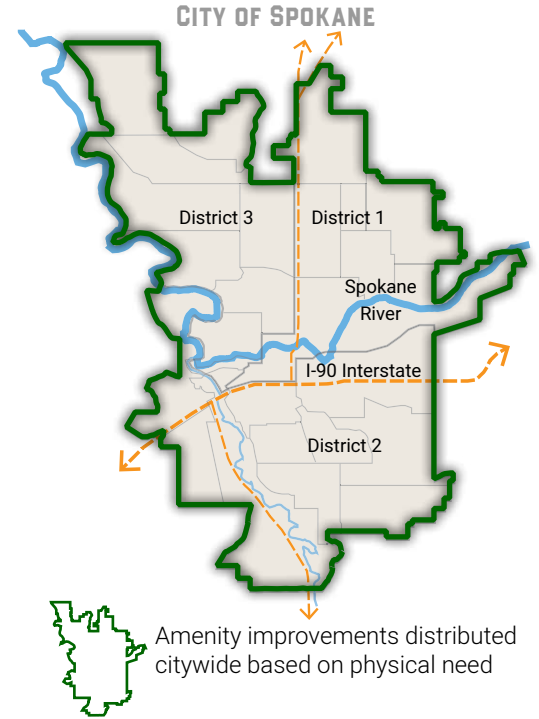
Goal B. Inland Northwest Living
 Objective 1. Offerings reflect and respond to local recreation and park use trends

Project Description

Community survey conducted during the 2022 park and natural lands master plan identified several community desires for park amenity improvements – better racquet sport courts, including dedicated courts for pickleball, pump tracks / BMX facilities, disc golf courses, dog parks, and picnic areas were the most requested amenities citywide.

In response to these community desires, this project will:

- Replace all (14) existing racquet sport courts citywide, adding dedicated courts for pickleball as well as tennis.
- Add (4)-(6) new artificial turf, all weather surface multi-use sports fields, (2)-(4) located at former Joe Albi Stadium site adjacent Dwight Merkel Sports Complex, and (2) located at Southeast Sports Complex.
- Construct (1) new disc golf course, at a location to be determined.
- Design (1) new pump track, and seek state grant / partner funding for construction of, preferably in District 1.
- Replace and add site furnishings & picnic tables throughout the city to improve picnic area amenities within parks.



Key Amenity Improvements



All Weather Surface Field



Disc Golf Course



Picnic Table



Sport Courts



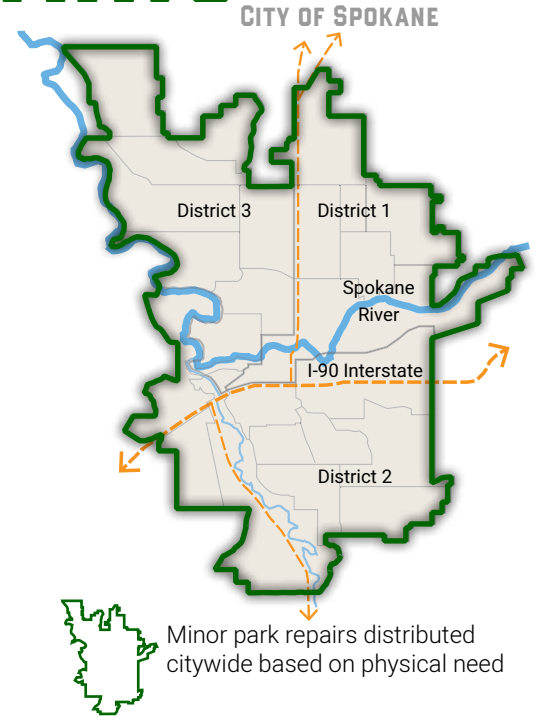
MINOR PARK REPAIRS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Continuous Maintenance**
 Location: **Citywide** - based on physical need

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
 Master Plan Goals: Goal K. Maintain and Care
 Goal L. Funding Futures
 Master Plan Objective: Objective 1. Pursue Additional Funding Sources



Project Description

Over the course of several bond projects, Spokane City Parks has effectively focused investment into targeted 'special use facilities' & amenities. As these large 'one-time' investments have occurred, the Parks Division has not been able to dedicate ongoing funds for regular capital to properly maintain various park assets. Regular minor repair of these park assets throughout the city have therefore been consistently deferred for several decades. Despite this deferral, many minor park amenities and infrastructure still require repair and have not been included within a larger project in this program. It is intended that this fund shall be used to 'fill the gaps' to improve the general condition of minor park assets citywide, and not be utilized to augment the budget of larger projects identified within this program.

This project funding will be dedicated for minor park repairs on an ongoing, annual basis for the upkeep, repair, and minor component replacement of park facilities. These minor repairs may include repair and replacement of playground components, park building & gazebo roofs & windows, parking lots (sealing, striping, repair, etc), park walkways & sidewalks, mechanical systems (boilers/hvac), pool & splash pad components (pumps/pool buildings/slides/pool decks), sewer and water utility lines, lighting systems, and other miscellaneous park features which may not warrant a dedicated project. Specific minor projects will be determined by physical need on an annual basis by the park operations director in coordination with the park planning manager and support staff.

Key Minor Park Repairs

Playgrounds



Roofs



Parking Lots



Sidewalks



Boiler / HVAC



Pools



Utilities



Vandalism



Lighting



TRAILHEAD & TRAIL IMPROVEMENTS

Renovate & Replace Aging Parks, Trailheads, and Amenities

Scope of Work: **Design and Construction**
 Locations: **District 2 - Cliff-Cannon and Comstock Neighborhoods**
Outside City Limits - Beacon Hill, Palisades, and Fish Creek

Project Profiles

- Renovation - Palisades Park South Trailhead
- Development - Palisades Park North Trailhead
- Development - Cliff Drive / Edwidge Woldson Park Access Trail
- Development - Beacon Hill Trailheads

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tiers

- First (Palisades North / South Trailhead Projects)
- Third (Cliff Dr / Edwidge Woldson Access Trail Project)

Master Plan Goals & Objectives

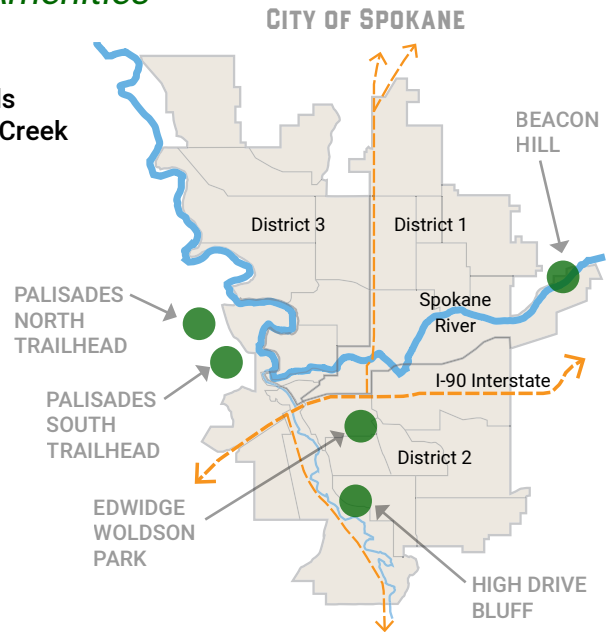
- Goal C. Preserve Our Wild
 - Objective 1. Initiate Framework For Natural Land Acquisition Decision Making
 - Objective 5. Enhance Our Natural Lands With Projects To Restore Ecologies And Build Resilience To Natural Disasters

Project Description

'Trailheads' & 'Trails' were identified by citizens during the 2022 park and natural lands master plan as a top tier community desire. Community input received indicates preference for renovation of existing trailheads prior to the construction of new trailheads, with Districts (1) & (3) expressing stronger preference for trailhead improvements than District (2). Community input also expressed preference for both paved and unpaved trails citywide.

In response to community desire, this project replace and improve trailheads and construct new trail as outlined below:

- Replace the existing trailhead at Palisades Park, near district 3 and develop an additional trailhead to access the newly acquired Rimrock to Riverside portion of Palisades Park.
- Provide supplemental accessory improvements to the newly renovated Beacon Hill trailheads currently being improved near district 1.
- Improve new 'Class 1' paved access trail from Cliff Drive through Edwidge Woldson Park to 7th avenue in district 2 to provide an ADA accessible trail connection to expand walkable park and school access and provide a safer alternative to the 'Tiger Trail'.
- Improve trailhead and trail access to the High Drive Bluff at appropriate location(s), which may include 'Rocket Gulch', or other locations as determined through collaboration with the Friends of the Bluff.
- Allocate a portion of the funding required to complete the Fish Lake Trail Gap @ 'U.P. Junction'. It is not intended that this project fund implementation in its entirety, but rather serve as matching funds for use in partnership with other agencies and grants to complete the connection.



Trailhead Physical Condition Rating






4.0	Palisades Park South Trailhead
N/A	Palisades Park North Trailhead
4.0	Cliff Dr / Edwidge Woldson Park Access Trail
N/A	Beacon Hill Trailheads
2.3	High Drive Bluff

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**rating criteria as per 2022 parks and natural lands master plan*

Key Amenity Improvements

Trailhead Parking 	Lighting 	Trail Camera 
Access Gate & Fencing 	Trail Wayfinding & Signage 	

MINNEHAHA PARK

Renovate & Replace Aging Parks, Trailheads, and Amenities

Project Profile

Project Type: **Major Park Renovation**
 Scope of Work: **Design and Construction**
 Location: **District 1 - Minnehaha Neighborhood**
 Renovation Area: **Up to 10 acres**
 Park Type & Age: **Community Park, Established 1909**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: **First**
 Master Plan Goal: **Goal K. Maintain and Care**
 Master Plan Objective: **Objective 1. Replace Aged Facilities**

Project Description

Minnehaha Park is the City's only large (community) park east of Freya and serves residents east of the new North-South Freeway (NSC) who have been adversely impacted by its construction. The park is currently in poor to failing condition, lacks recent investment, is located within the highest social and environmental park equity priority zone, and requires substantial redevelopment to restore its functionality. It is one of three parks identified specifically within the 2022 park and natural lands master plan for major replacement. An initial park renovation concept plan has already been generated with the community.

The planned project will include design, public outreach, and construction phases. Proposed improvements include renovation of up to 10 acres of park area, a large (community) playground, restroom upgrades, splash pad, paved off-street parking lot, neighborhood dog park, paved pathways, ADA improvements, irrigation system, multi-purpose field, connection to existing soft surface trails, landscape restoration, and if budget allows, either a pump-track or a sport court complex (depending on community preference).

Existing Park Photos



Park Physical Condition Rating

4.2 - Major Facility Damage

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**rating criteria as per 2022 parks and natural lands master plan*

Key Proposed Improvements

- Sport Court Renovation / Pump Track
- Dog Park
- Splash Pad
- Playground Replacement
- Multi-use Field

GRANT PARK

*Renovate & Replace Aging Parks,
Trailheads, and Amenities*

Project Profile

Project Type: **Major Park Renovation**
 Scope of Work: **Design and Construction**
 Location: **District 2 - East Central Neighborhood**
 Renovation Area: **Up to 9 acres**
 Park Type & Age: **Neighborhood Park, Established 1908**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: **First**
 Master Plan Goal: **Goal K. Maintain and Care**
 Master Plan Objective: **Objective 1. Replace Aged Facilities**

Project Description

Grant Park, located immediately adjacent the bustling South Perry business district, is currently in poor to failing condition, lacks recent investment, and is located within the highest social and environmental park equity priority zone. Park infrastructure and amenities require complete replacement to restore proper functionality.

The planned project will include design, public outreach, and construction phases. Proposed improvements include renovation of up to 9 acres of park area, full replacement of the east parking lot and upgrades to the west parking lot, a new farmer's market courtyard space with support utilities, playground, splash pad, sport courts, paved pathways, ADA improvements, irrigation, and park landscape restoration.

Existing Park Photos



Park Physical Condition Rating






4.0 - Major Facility Damage

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**rating criteria as per 2022 parks and natural lands master plan*

Key Proposed Improvements

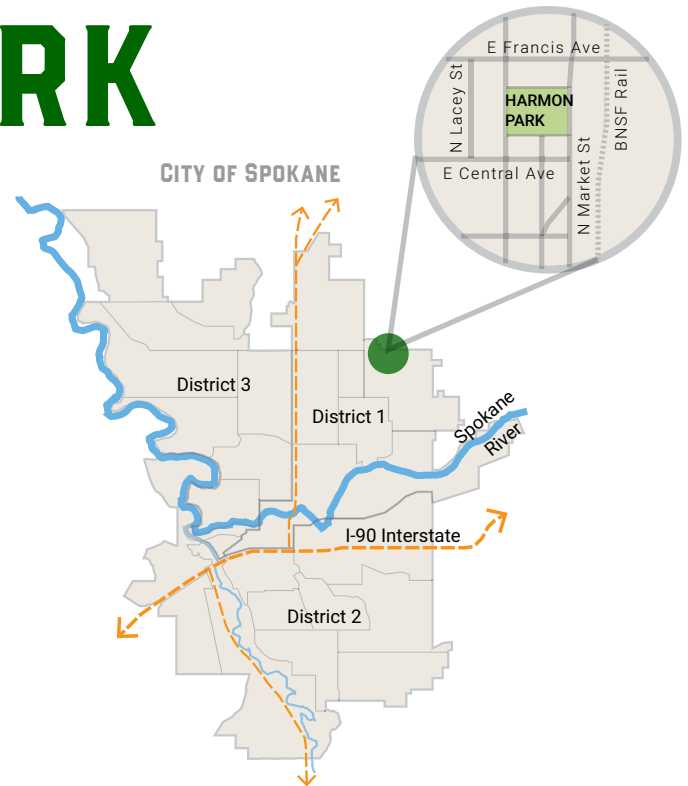
- Sport Court Renovation 
- Community Garden 
- Playground Replacement 
- Ballfields 
- Restroom Renovation 

HARMON PARK

Renovate & Replace Aging Parks, Trailheads, and Amenities

Project Profile

Project Type: **Major Park Renovation**
 Scope of Work: **Design and Construction**
 Location: **District 1 - Hillyard Neighborhood**
 Renovation Area: **Up to 10 acres**
 Park Type & Age: **Neighborhood Park, Established 1933**



Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: First
 Master Plan Goal: Goal K. Maintain and Care
 Master Plan Objective: Objective 1. Replace Aged Facilities

Project Description

Harmon-ShIPLEY Park, located near Francis and Market in northeast Spokane, functions as a large community gathering location and is currently in poor to failing condition, lacks recent investment, and is located within the highest social and environmental park equity priority zone. The majority of the park's infrastructure and amenities require complete replacement to restore proper functionality.

The planned project will include design, public outreach, and construction phases. Proposed improvements include renovation of up to 10 acres of park area, a new large (community) playground, restroom, sport courts, paved pathways, ADA improvements, utility hookups for events, irrigation, multi-purpose field space, park landscape restoration and if funding permits, a new splash pad.

Park Physical Condition Rating

3.8 - Aging Facility, many components have major facility damage

How we rate your park:

- 1.0 = newly constructed or renovated, highly functional
- 2.0 = regular maintenance needed
- 3.0 = minor facility damage, aging facility
- 4.0 = major facility damage, near failure
- 5.0 = complete replacement requirement

**rating criteria as per 2022 parks and natural lands master plan*

Existing Park Photos



Key Proposed Improvements

- Sport Court Renovation
- Irrigation Replacement
- Playground Replacement
- Multi-purpose Field Space
- Restroom Renovation

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CHAPTER 4

Acquire & Develop New Neighborhood Parks and Natural Lands

SOUTHEAST LAND ACQUISITION

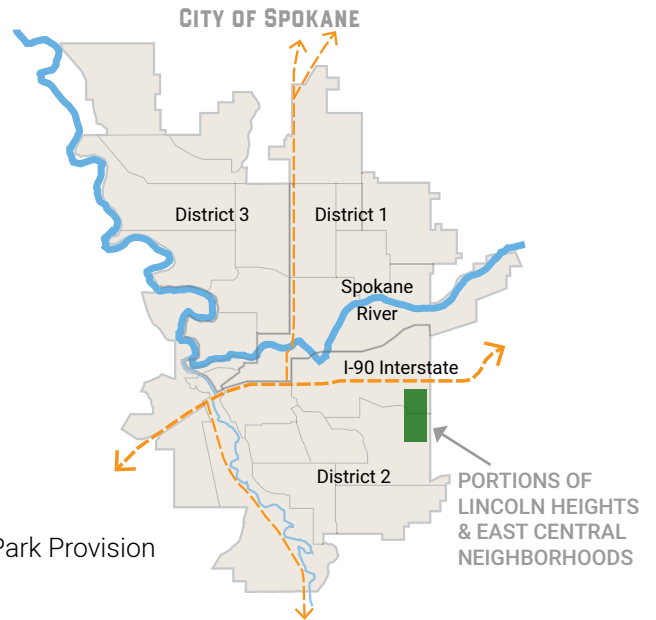
Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **New Pocket Park**
 Scope of Work: **Land Acquisition**
 Locations: **District 2 - Lincoln Heights & East Central Neighborhoods**
 Proposed Park Size: **1 - 2 acres**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: Second
 Master Plan Goal: Goal A. Serving the Under-resourced
 Master Plan Objective: Objective 1. Address Geographic Gaps In Park Provision



Project Description

Spokane’s East Central & Lincoln Heights neighborhoods are located within medium and high social and environmental park equity priority zones and are home to several developed parks within the western neighborhood reaches. While residents West of Ray Street enjoy easy access to these facilities, residents living east of Freya & Ray Streets face a significant barrier crossing this high-capacity roadway to access existing park lands. As a result, more than 2,600 neighborhood households lack walkable access to a park, and the 2022 park and natural lands master plan identified acquiring land to improve park access for residents as a priority need for this area.

The planned project will include land acquisition only. Target land acquisition should be approximately 1-2 acres in size and may be either undeveloped or developed. Land acquired should be east of Freya Street between Hartson and 21st Street, with walkable access to as many homes as possible. Land acquired will be held in its acquired state until future park development funding is secured in the future.

Attributes of Desired Property

- Undeveloped Land
- Walkable Destination
- Centrally Located
- Proximity to Public Transit

RIVER ACCESS IMPROVEMENTS

Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **Water Access Improvements**
 Scope of Work: **Design and Construction**
 Locations: **District 1 - Boulder Beach**
District 3 - Three Islands Park

Master Plan Goal, Objective, and Strategy

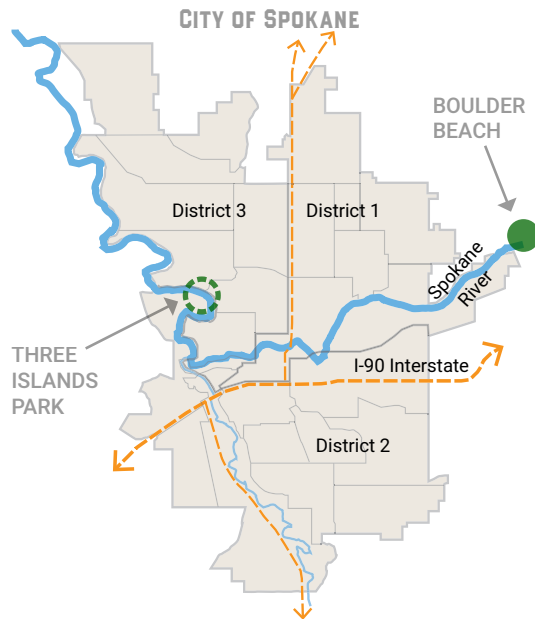
Master Plan Priority Tier: First
 Master Plan Goal: Goal E. Care for and Activate the Spokane River
 Master Plan Objective: Objective 1. Develop additional universally accessible water access points

Project Description

According to survey & market analysis from the 2022 park and natural lands master plan, 'fishing' / 'freshwater access' is one of the top five local activities by number of participants. As a result, increasing opportunities to access the Spokane river was identified as a tier 1 community priority. Particularly, the plan recommends 'developing additional universally accessible water access points for fishing access, including non-motorized boat launch, SUP & kayaking with adequate parking'. Access points should incorporate ADA design best practices for developing water access points.

The planned project will include:

- Design and construction phases for water access improvements a boulder beach near District 1 to expand ADA access and provide additional parking on the north side of Upriver Drive.
- Design only for a new ADA accessible non-motorized boat access point on the 'Three Islands' property within District 3 near the west end of the TJ Meenach bridge. Design will conceptualize a new paved parking lot / trailhead, ADA accessible trail, non-motorized boat access ramp, and potential swimming area. Construction funding for this property will need to be secured via grants and partnerships in the future to implement these improvements.



Key Proposed Amenities

- Improved Trailheads
- Expand Parking
- Add ADA Parking

ADA Accessible Watercraft Access



Street View Today



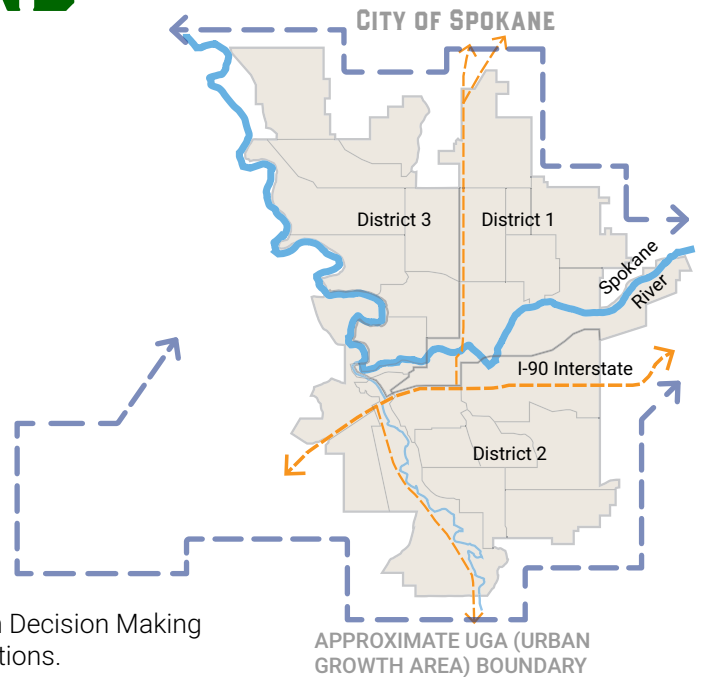
Precedent Imagery (CONCEPT ONLY)



NATURAL LANDS MANAGEMENT PLAN & ACQUISITION FUND

Acquire & Develop New Neighborhood Parks and Natural Lands

Scope of Work: **Planning & Land Acquisition**
 Location: **Citywide + Outside City Limits**



Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: Second

Master Plan Goals & Objectives

Goal C. Preserve Our Wild

- Objective 1. Initiate Framework For Natural Land Acquisition Decision Making
- Objective 2. Further Regional Partnerships For Land Acquisitions.
- Objective 3. Initiate Interdisciplinary Partnerships For Land Management.

Project Description

According to community survey during the 2022 park and natural lands master plan, 93% of Spokane residents desire to protect wildlife habitat, conserve native plants, sensitive landscape and forests and preserve areas with beautiful or unique natural habitat. Despite rapid development of natural land within and immediately adjacent the City of Spokane, City Parks does not have a comprehensive strategy for the acquisition and maintenance of park natural lands, nor does it allocate dedicated funding to acquiring additional natural lands for preservation.

In response to community affinity for natural land, this program element will:

- Fund creation of a citywide 'Natural Lands Acquisition and Management Plan'. The plan shall include significant community input from subject matter experts, partner agencies (Spokane County, WDFW, etc.), citizen scientists, and community members.
- Create a dedicated fund for acquisition of priority natural lands identified within the acquisition and management plan, allocating approximately \$125,000 annually plus yearly escalation for property acquisition.

Key Planning Approaches

Assess City Owned Land and Potential Future Acquisitions



Establish Funding



Reduce Fuel Consumption



Restoration & Conservation



Land Maintenance & Management



Preserve Local Identity

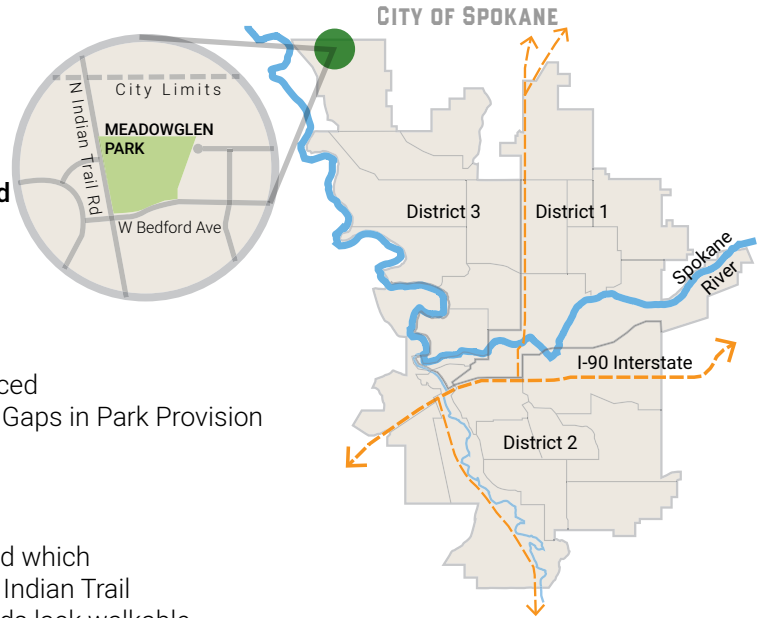


MEADOWGLEN PARK

Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **New Neighborhood Park**
 Scope of Work: **Design and Construction**
 Location: **District 3 - North Indian Trail Neighborhood**
 Park Size: **Up to 14 acres**



Master Plan Goal, Objective, and Strategy








Master Plan Priority Tier: First
 Master Plan Goal: Goal A. Serving the Under-resourced
 Master Plan Objective: Objective 1. Address Geographic Gaps in Park Provision

Project Description

Meadowglen Park consists of +/-30 acres of city owned land which sits undeveloped within Spokane’s rapidly developing North Indian Trail Neighborhood. More than 2,800 of neighborhood households lack walkable access to a park, making the neighborhood’s ‘park walkability’ score the worst in the city. Developing Meadowglen Park significantly improves park access for residents within this neighborhood by creating walkable access to a developed park for over 650 households. It is one of three parks identified specifically within the 2022 park and natural lands master plan for major replacement and has been a primary desire for the neighborhood for over two decades. An initial park renovation concept plan has already been generated with the community.

The planned project will include design, public outreach, and construction phases. Proposed improvement includes new development of up to 14 acres of park area and preservation of at least 16 acres of property as natural land. Proposed improvements include a new neighborhood playground, restroom and associated utilities, pavilion / gazebo structure, paved off-street parking lot, sport court, paved pathways, ADA improvements, irrigation system, multi-purpose turf field, connection to existing soft surface trails, and landscape improvements. It is envisioned that this project will consciously limit the amount of turfgrass and include large portions of ‘meadow landscape’. Should funding permit, neighborhood dog park and/or splash pad may also be included.

Key Proposed Amenities

- Covered Picnic Area 
- Restroom 
- Playground 
- Sport Court 
- Native Meadow Grassland 
- Multi-use Trails 
- STA Transit Stop 

Street View Today



Conceptual Master Plan Imagery



SHILOH HILLS PARK

Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **New Neighborhood Park**
 Scope of Work: **Design and Construction**
 Location: **District 1 - Shiloh Hills Neighborhood**
 Land Acquisition Size: **5 - 10 acres**

Master Plan Goal, Objective, and Strategy

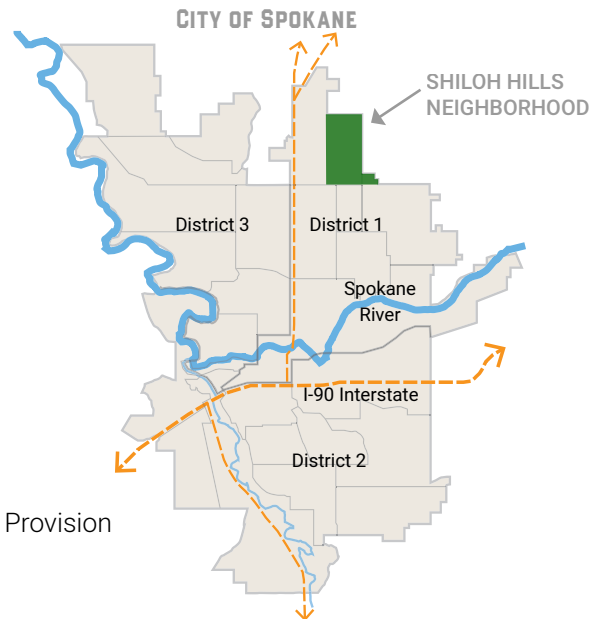
Master Plan Priority Tier: First
 Master Plan Goal: Goal A. Serving the Under-resourced
 Master Plan Objective: Objective 1. Address Geographic Gaps In Park Provision

Project Description

The Shiloh Hills neighborhood, located in Northeast Spokane, is home to a large number of apartment homes, is highly socially vulnerable, is located within the highest social and environmental park equity priority zone, and more than 1,820 of neighborhood households lack walkable access to a park. In particular, residents east of Nevada Street have no walkable access to a park. Acquisition and development of a park in this vicinity is one of three priority 'new park development' projects identified specifically within the 2022 park and natural lands master plan and is listed as a 'very high priority'.

The planned project will include land acquisition, planning, design, public outreach, and construction phases. The priority for land acquisition is undeveloped property located north of Francis Street, East of Nevada Street, with walkable access to as many apartment homes as possible. Target land acquisition size is between 5-10 acres in size. Proposed improvements include a new neighborhood playground, restroom, sport court, paved pathways, ADA improvements, irrigation system, multi-purpose turf field, and landscape improvements. Should funding permit a splash pad may also be included.

Precedent Imagery (FOR CONCEPT REVIEW ONLY)



Key Proposed Amenities

- Sport Court
- Covered Picnic Area
- Restroom
- Multi-use lawn
- Playground
- STA Transit Stop

QUALCHAN HILLS PARK

Acquire & Develop New Neighborhood Parks and Natural Lands

Project Profile

Project Type: **New Community Park**
 Scope of Work: **Design and Construction**
 Location: **District 2 - Latah/Hangman Neighborhood**
 Proposed Park Size: **Up to 15 acres**

Master Plan Goal, Objective, and Strategy

Master Plan Priority Tier: **First**
 Master Plan Goal: **Goal A. Serving the Under-resourced**
 Master Plan Objective: **Objective 3. Address Geographic Gaps in Park Provision**

Project Description

Qualchan Hills Park consists of +/-16 acres of city owned land which sits undeveloped within Spokane's rapidly developing Latah Hangman Neighborhood. More than 2,100 neighborhood households lack walkable access to a park, making the neighborhood's 'park walkability' score the second worst in the city. Despite rapid residential planned-unit-development which includes privately maintained parks for nearby residents, no developed public park land exists east of Highway 195. Developing Qualchan Hills Park significantly improves park access for residents within this neighborhood by creating public park access for PUD & non-PUD residents alike. It is one of three parks identified specifically within the 2022 park and natural lands master plan for new park development. The property sits adjacent to school district lands – making a joint development of a school & park a possibility.

The planned project will include design, public outreach, and construction phases. Proposed improvements include new development of up to 10 acres of park area, including a new large (community) playground, restroom and associated utilities, pavilion / gazebo structure, splash pad, paved off-street parking lot, sport court, paved pathways, ADA improvements, irrigation system, multi-purpose turf field and landscape improvements, and if desired by the community, a potential neighborhood dog park. It is envisioned that this project will consciously limit the amount of turfgrass and include large portions of 'meadow landscape' and will plant an 'enhanced buffer landscape' along Hangman Creek.

Key Proposed Amenities

Sport Court



Enhanced Shoreline Buffer



Restrooms



Multi-use Lawn



Playground



STA Transit Stop



Street View Today



Precedent Imagery (CONCEPT ONLY)



CHAPTER 5

Administration & Project Management

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ADMINISTRATION & PROJECT MANAGEMENT

Administration & Project Management

Scope of Work: **Project Administration, Management & Support**

Master Plan Goal, Objective, and Strategy

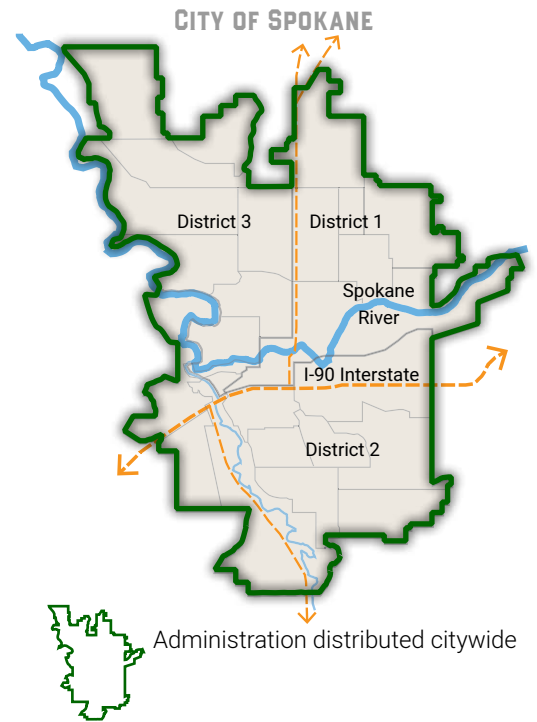
Master Plan Priority Tier: N/A
Master Plan Goal: N/A
Master Plan Objective: N/A

Project Description

Approximately 63% of all levy program funding is allocated to capital improvement, physical repair, and land acquisition within the city's park system. Successful implementation of the proposed capital improvements required detailed planning, public engagement, scheduling, management, design, bidding and construction administration, as well as accounting, audit and legal consultation. In lieu of retaining expensive project management consulting services, this program element expands the park planning group, which oversees and implements park capital projects and associated planning work. Hiring additional 'in-house' engagement, project management, and accounting staff enhances familiarity with the park system, reduces overall cost of administration, and retains only a limited amount of specialty professional services.

These funds will support hiring additional staff and providing the miscellaneous office equipment and supplies required by these staff as outlined below:

- Hire additional program management to implement, oversee and support implementation of the proposed capital program. Add approximately (6) FTE within the park administration division. Specific positions may include (1) project managers, (1) landscape architect or planner, (1) capital project accountant, (2) park planning technicians, and (1) clerk 2. Specific positions will be determined by park planning and development manager in coordination with the park director.
- Create allowance for legal and audit consulting services to ensure levy funds are appropriately allocated and administered.



Key Administrative Soft Costs

Project Management



Office Staff



Public Engagement



Compliance



NOTE: Any funds not utilized for Administration & Project Management shall be utilized to fund additional capital improvements.

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CHAPTER 6

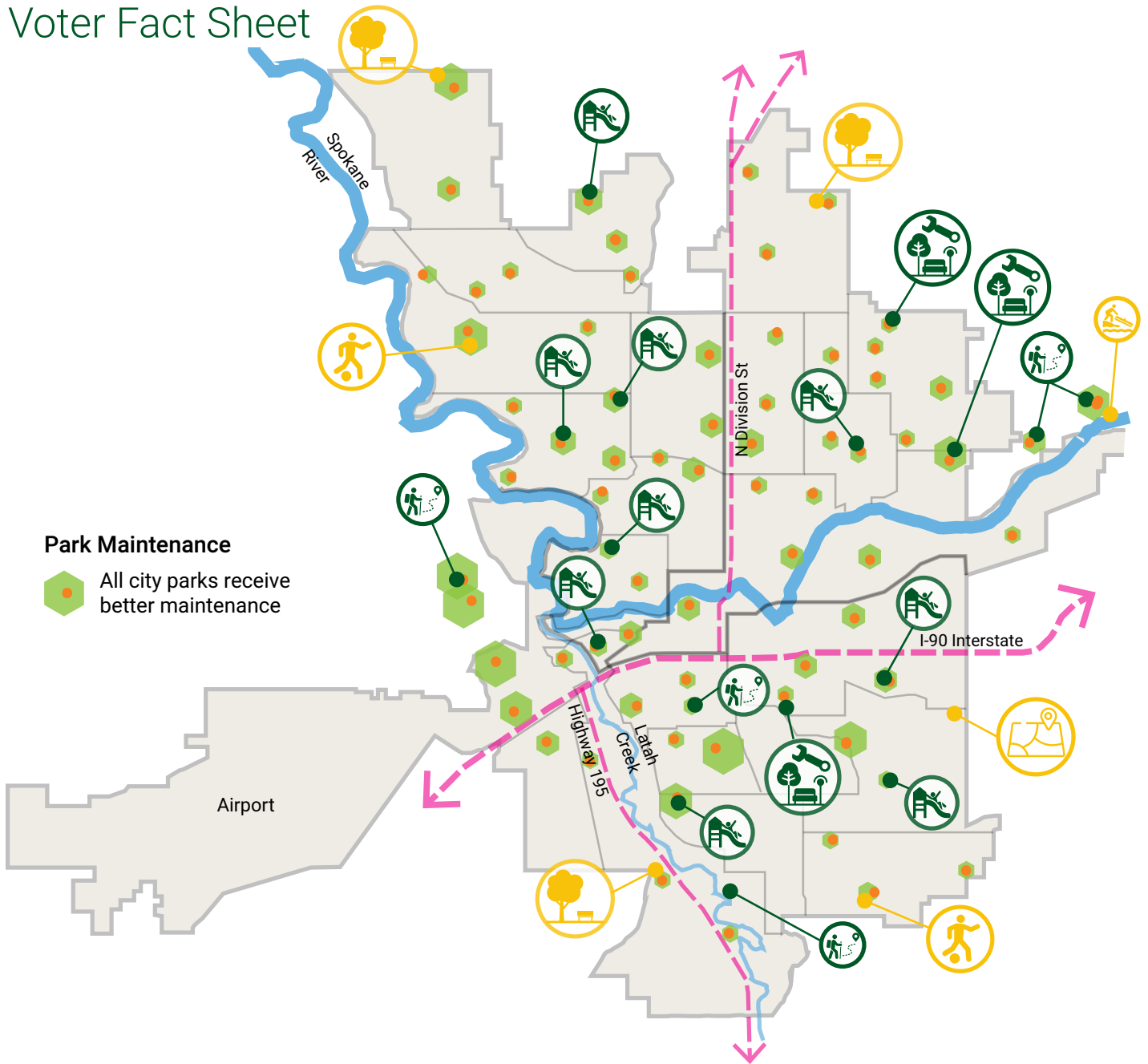
Implementation & Next Steps

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Figure 3 (opposite) - City of Spokane map illustrating a snapshot of the major park improvements to successfully building healthy neighborhoods, and healthy parks.

HEALTHY NEIGHBORHOODS, HEALTHY PARKS




Voter Fact Sheet







Park Maintenance

 All city parks receive better maintenance

Renovate & Replace Aging Parks, Trailheads, and Amenities

-  Major Park Renovation
-  Trails & Trailhead Improvements
-  New Large Community Playground

Acquire & Develop New Parks and Natural Lands

-  New Neighborhood Park
-  Land Acquisition
-  ADA Trailhead & River Access Improvements
-  All-Season Field

THANK YOU



As Adopted by Park Board - October 12, 2023

RESOLUTION NO. 2023 – xxxx

A RESOLUTION OF THE CITY OF SPOKANE PROPOSING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR A PERIOD OF TWENTY YEARS BEGINNING IN 2025 IN AN AMOUNT EXCEEDING THE LIMITATIONS OF CHAPTER 84.55 RCW TO PROVIDE FUNDING FOR CITYWIDE PARK RENOVATION AND IMPROVEMENT, INCLUDING RENOVATING AGING PARKS, PLAYGROUNDS, RESTROOMS, SPORT COURTS, AND TRAILHEADS TO IMPROVE USER EXPERIENCE AND ENHANCE PARK SAFETY, DEVELOPING THREE NEW PARKS, PROTECTING NATURAL LANDS, AND ENHANCING DAILY PARK MAINTENANCE; PROVIDING FOR THE SUBMISSION OF THE MEASURE TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION; REQUESTING THAT THE SPOKANE COUNTY AUDITOR HOLD A SPECIAL ELECTION FOR THE MEASURE ON FEBRUARY 13, 2024; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy and such other levies as may be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, Chapter 84.55 RCW reflects a limitation that the annual rate of increase of the dollar amount of the regular property tax levy set by the City Council may not exceed the lesser of the rate of inflation or one percent (1%), all as further reflected in Chapter 84.55 RCW; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55 RCW upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, annual city funding for parks and recreation has steadily declined from 2.63% of all City expenses in 2000 to 2.32% of City expenses in 2021, resulting in fewer resources to maintain and repair parks citywide; and

WHEREAS, there has been no substantial citywide investment in the City's neighborhood parks since 1999 and neighborhood park conditions have slowly deteriorated as a result; and

WHEREAS, on the 10th of October 2022, City Council adopted the 2022 Parks and Natural Lands Master Plan (Res 2022-0090), which outlined a strategic vision for

investing in the City park system over the next ten-plus years to implement needed repairs, update recreational offerings, and improve park user experience citywide; and

WHEREAS, in 2023 the Park Board formed an ad-hoc ‘Citywide Neighborhood Park Executive Committee’, consisting of representatives from Park Board, City Council, the Mayor’s Office, park staff, and subject matter experts to further refine park master plan action items into a specific citywide park investment program which best satisfies the highest priority master plan implementation recommendations and identifies a property tax levy as the preferred funding source to fund to accomplish the recommendations; and

WHEREAS, after four working meetings, on August 23, 2023, the Executive Committee approved recommending a specific citywide neighborhood park investment program for Park Board adoption titled, “Healthy Parks, Healthy Neighborhoods”; and

WHEREAS, on October 12, 2023, the Spokane Park Board voted to approve a resolution adopting the “Healthy Parks, Healthy Neighborhoods” citywide park renovation and improvement program and recommend the City Council place a measure on the February 13, 2024 ballot that would allow for a new levy lid lift to fund citywide park capital and operational improvements; and

WHEREAS, the City Council desires to establish a new levy lid lift to fund the “Healthy Parks, Healthy Neighborhoods” improvement program by submitting to the voters a measure to increase the regular property tax levy of \$0.29 per \$1,000 of assessed valuation in 2025, which amount will be used as a base to calculate all subsequent property tax levies for the duration of the proposed twenty-year levy lid lift; and

WHEREAS, it is anticipated that the levy lid lift will raise approximately \$225,000,000 for citywide park renovation and improvement; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council of its motion may submit to popular vote for adoption or rejection at any election any proposed ordinance or measure.

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

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on February 13, 2024, in conjunction with the scheduled special election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of a property tax levy to provide funding for citywide park improvements.

Section 2. The following measure shall be submitted in the following form:

CITY OF SPOKANE

MEASURE NO. ____

CITYWIDE PARK RENOVATION AND IMPROVEMENT LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTION NO. 2023-xxxx CONCERNING FUNDING FOR CITYWIDE PARK RENOVATION AND IMPROVEMENT. IF APPROVED, THIS PROPOSITION WILL FUND CITYWIDE PARK RENOVATIONS AND IMPROVEMENTS INCLUDING RENOVATING AGING PARKS, PLAYGROUNDS, RESTROOMS, SPORT COURTS, AND TRAILHEADS TO IMPROVE USER EXPERIENCE AND ENHANCE PARK SAFETY, DEVELOPING THREE NEW PARKS, PROTECTING NATURAL LANDS, AND ENHANCING DAILY PARK MAINTENANCE. THIS MEASURE AUTHORIZES AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR 2025 BY \$0.29 PER \$1,000 OF ASSESSED VALUATION FOR A LEVY RATE NOT TO EXCEED \$3.60. THE INCREASE IN THE PROPERTY TAX LEVY WOULD REMAIN IN EFFECT FOR A PERIOD OF TWENTY YEARS.

SHOULD THIS MEASURE BE APPROVED?

YES

NO

Section 3. In the event the measure specified in Section 2 above is approved by the qualified electors of the City as required by the Constitution and laws of the state of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 4. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio*, Supervisor of Elections of the City, to call, conduct and hold within the City a special election on Tuesday, February 13, 2024, for the purpose of submitting to the qualified electors of the City for their approval or rejection, the proposal set forth above. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than December 15, 2023.

Section 5. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the

_other provisions of this resolution.

Section 6. The levy lid lift in the property tax levy rate shall be a temporary single year increase, which shall begin in 2025 and continue through 2045.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the measure as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the measure remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

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

City Clerk

Approved as to form:

Assistant City Attorney

4 - Consent Items

4.1

4.1 - Purchase of High Performance Wheeled Fire Extinguishers & Covers

Averyt, Chris

Council Sponsor: CP Kinnear

Seeking approval to purchase eight (8) high performance wheeled fire extinguishers with covers for the Spokane Central Service Center's CNG fueling station and solid waste truck parking area.

| For Information

Attachments

[Briefing Paper - SWC - Wheeled Fire Extinguishers.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	4500 – Solid Waste Collection
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org , 509.625.6540
Council Sponsor(s)	CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of Eight (8) High Performance Wheeled Fire Extinguishers & Covers
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On July 14, 2023, a solid waste truck caught fire in the truck parking area on the west side of the Spokane Central Service Center building. This area includes the CNG fueling station and is near the Fleet Garage. Fortunately, there were no injuries, but the truck was a complete loss.</p> <p>For additional safety and to prevent a catastrophic loss of equipment in the future, it was determined that the parking area needs larger, wheeled, high performance fire extinguishers. RFQ 5977-23 was issued for eight (8) wheeled 125 lb extinguishers with Purple K dry chemical extinguishing agent and outdoor covers. Nine bids were received; QC Supply was deemed the lowest cost responsive bidder.</p> <p>Purple K is considered to be 2x more effective than sodium bicarbonate and 4-5x more effective than carbon dioxide-based suppressants. It suppresses Class B and C fires and is often used at oil refineries, service stations, power plants, and other places where large volumes of flammable liquids are used.</p> <p>These fire extinguishers have a twelve (12) year warranty.</p>
Proposed Council Action	Approve Purchase
Fiscal Impact Total Cost: <u>\$55,567.04, plus applicable tax</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: Solid Waste Capital Equipment Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) The additional fire extinguishers will be included in the department’s annual fire extinguisher maintenance every October.	
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 will not impact 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 – data will not be collected.

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

The department will review industry improvements to fire extinguisher equipment and suppression agents available prior to future bids. Costs, not covered by the warranty, will be monitored.

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?

CFU 1.2 Operational Efficiency & SMC 13.02.0200 Universal Service by the City – This purchase will protect solid waste vehicles, equipment, and employees. The department would be unable to provide efficient and essential service without enough vehicles or staffing.

4.2

4.2 - Evergreen StormH2O contract

George, Trey

Council Sponsor: CP Kinnear.
Consent request to enter into a \$375,945 contract with Evergreen StormH2O to perform a grant funded
TAPE Project.

PIES Briefing agenda attached. The contract is currently with Legal Department and will be uploaded to TEAMS prior to the PIES October 23 committee meeting.

| For Information

Attachments

[PIES Briefing Oct 2023 TAPE Project Evergreen Contract.docx](#)

Committee Agenda Sheet

Select Committee Name

Submitting Department	Wastewater Management
Contact Name	Trey George
Contact Email & Phone	jgeorge@spokanecity.org
Council Sponsor(s)	Council President Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent for contract with Evergreen StormH ₂ O to perform TAPE Project
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Consent request to enter into a \$375,945 contract with Evergreen StormH₂O to perform a grant funded TAPE Project.</p> <p>Evergreen StormH₂O submitted bid documents in response to a RFQu to perform a grant funded TAPE Project published in May 2023, and was identified as the preferred consulting firm following City of Spokane procurement processes.</p> <p>Grant application WQC-2023-Spokane-00120, titled <i>Bioretention Soil Media Study: Development of Non-Vegetated BMPs</i>, was awarded to the City of Spokane July 1, 2022 with a total estimated cost of \$400,000. The grant award is for \$300,000 of reimbursable costs, and a 25% match (\$100,000) is required. The contract with Ecology for the grant funding will be finalized October 2023 (OPR 2023-0977).</p> <p>The project will be administered cooperatively by the City of Spokane as the Lead Entity, and Spokane County and City of Spokane Valley as Participants. Grant match costs will be split equally under MOU (OPR 2023-0699).</p> <p>The TAPE project will evaluate the effectiveness of swales constructed with engineered soils, but without vegetation to determine if they provide adequate treatment to urban runoff in the absence of plants. Positive results will support the City's water conservation goals by eliminating vegetation (e.g. turf grass) as a necessary component of stormwater facilities, eliminating the need for irrigation.</p>
Proposed Council Action	Provide consent for a \$375,945 contract with Evergreen StormH ₂ O to perform a grant funded TAPE Project with an estimated cost of up to \$400,000.
Fiscal Impact Total Estimated Cost: <u>\$33,000</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: Wastewater Management stormwater budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	

Other budget impacts:

Total project estimated costs are \$400,000, where \$300,000 is Ecology grant funded reimbursable costs, and \$100,000 are a 25% required grant match. Splitting the grant match costs three ways under MOU with Spokane County and City of Spokane Valley, the final estimated cost to City of Spokane is 1/3 of \$100,000 (\$33,000) over the course of 3 years.

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 is a grant funded research project to determine if vegetation is necessary for a swale to function. The outcome of the study will be applicable to all swales within the region.

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 – See above comment.

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

Data will be collected per the rigorous TAPE program requirements to ensure appropriate QA/QC is occurring to validate data that is generated.

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 aligns with the goals of the City of Spokane Water Conservation Plan in that the results may demonstrate that vegetation is unnecessary to provide adequate treatment to stormwater, thereby eliminating the need for irrigation.

4.3

4.3 - DWSRF Loan Agreement - Spotted Road

Papich, Mark

Council Sponsor: CM Bingle

The City of Spokane has been awarded low-interest loan funds through the Department of Health to construct a new water booster station at Spotted Road and W Westbow Blvd. The loan amount is \$6,666,000.

| For Decision

Attachments

[PIES_Briefing Paper Spotted Rd Booster DWSR Loan Agreement.pdf](#)

[2018102 ECF Spotted Rd Booster Station DWSRF Loan - signed.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management
Contact Name	Mark Papich
Contact Email & Phone	625-6310 & mpapich@spokanecity.org
Council Sponsor(s)	CM Bingle
Committee Date	October 23, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Department of Health DWSRF Loan Agreement – Spotted Road Booster
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane has been awarded a low interest loan to fund the design and construction of a new Spotted Road Booster Station. The funding source for the loan is the Drinking Water State Revolving Fund (DWSRF). This funding is Federal funding and is administered through the Washington State Department of Health (DOH). The funded project is identified in the 2023-2028 Six Year Capital Improvement Program. Loan specifics:</p> <ul style="list-style-type: none"> • Loan Amount: \$6,666,000 • Interest Rate: 2.25% • Loan Term: 20 years
Proposed Council Action	
Fiscal Impact Total Cost: <u>\$6,666,000</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: Utility Rates IC 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?	
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.	
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 is a public works project 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?

This project is identified in the 6-Year Capital Improvement Program as well as the annual budget.

Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date: 10/5/23

Type of expenditure:

Goods

Services

Department: ICM

Approving Supervisor: Marcia Davis

Amount of Proposed Expenditure: \$6,666,000

Is this against a master agreement? If yes, please provide the number:

Funding Source Washington State Department of Health DWSRF

Please verify correct funding sources. Indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This agreement provides funding to construct the Spotted Road Booster Station which is needed to serve water in the West Plains for growth and development as well as interties.

What are the impacts if expenses are deferred?

The City won't be able to provide additional water for growth, development and interties.

What alternative resources have been considered?

Other locations were evaluated for the new booster station but the proposed location at Spotted Road was determined to be the most cost effective.

Description of the goods or service and any additional information?

This expenditure will fund the materials and labor needed to construct the new water booster station.

Person Submitting Form/Contact: Mark Papich mpapich@spokanecity.org

Division Director:

Marlene Feist

CFO Signature:

Tonya Wallace

City Administrator Signature:

Garrett Jones
Garrett Jones (Oct 9, 2023 13:36 PDT)

Additional Comments:











ECF - Integrated Capital Management Spotted Rd Booster Station DWSRF Loan

Final Audit Report

2023-10-09

Created:	2023-10-06
By:	Brittany Kraft (bkraft@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb9AVnHkk5NgZ3XTrBDtRGlS3bUZ82GU

"ECF - Integrated Capital Management Spotted Rd Booster Station DWSRF Loan" History

-  Document created by Brittany Kraft (bkraft@spokanecity.org)
2023-10-06 - 7:02:07 PM GMT- IP address: 174.31.101.171
-  Document emailed to Marlene Feist (mfeist@spokanecity.org) for signature
2023-10-06 - 7:02:45 PM GMT
-  Email viewed by Marlene Feist (mfeist@spokanecity.org)
2023-10-06 - 7:33:51 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Marlene Feist (mfeist@spokanecity.org)
Signature Date: 2023-10-06 - 7:34:04 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
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-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
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-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2023-10-06 - 8:04:09 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
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-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2023-10-09 - 8:36:50 PM GMT - Time Source: server- IP address: 198.1.39.252

✔ Agreement completed.

2023-10-09 - 8:36:50 PM GMT

4.4

4.4 - RPWRF Emergency Elevator Repair

*Arrington, Kyle,
Gennett, Raylene*

CP Kinnear

The RPWRF Process Building Elevator hydraulic cylinder is leaking excessive hydraulic fluid.

| For Information

Attachments

[Updated 07102023 RPWRF PB Elevator Repair Briefing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org 509-625-4647
Council Sponsor(s)	CM Kinnear
Committee Date	Monday, October 23 rd , 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Emergency Elevator Repair – New Car Cylinder at RPWRF
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The RPWRF Process Building Elevator hydraulic cylinder is leaking excessive hydraulic fluid. This 50-year-old elevator is instrumental to daily operations by moving personnel, equipment, parts and laboratory samples between the three floors of the Process Building. The repair of the hydraulic cylinder includes the addition of secondary containment to meet current code requirements.
Proposed Council Action	Consent November 13 th , 2023
Fiscal Impact Total Cost: <u>\$70,261.40</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Wastewater Management Budget 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? 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 the repair of existing critical utility infrastructure.	
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 a repair an existing asset.	
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 current purchasing policies.	

4.5

4.5 - SWD-Kenworth truck lease extension

Paine, David

Council Sponsors: CP Kinnear & CM Bingle

Extension of the semi-truck lease with Kenworth for use at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Kenworth Truck Lease.docx](#)

[Kenworth Rental Agreement 9.24.23 - 1.31.24.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Kenworth semi-truck lease extension
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Waste to Energy Facility's semi-tractor was in an accident and rendered inoperable. Due to market conditions and new vehicle availability at that time a long-term lease was the most cost-effective option to replace the vehicle. The vehicle is currently leased through 9/22/2023 and will need extended through 1/31/2024 to meet the department's needs. An additional \$19,425.01 is needed for this extension, making the total annual cost \$65,519.42.
Proposed Council Action	Approval of lease extension
Fiscal Impact	
Total Cost: <u>\$19,425.01 additional for a total annual cost of \$65,519.42</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?	
The vehicle is required to maintain the 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.



RENTAL AGREEMENT 150-104765

CUSTOMER NUMBER 573-100691

Customer Details

City of Spokane
 915 N Nelson St

 Spokane, Washington, 99202
 (509) 655-0959
 US DOT
 MC/CVOR #
 PO #

Rental Unit Details

Vehicle #	150-769	License Plate #	AM615
VIN	1XKZD49XXMJ440086		
Type	TADC		
Weight Limit (GVW/GCW)	80,000		
Fuel Out	8/8	Fuel In	
DEF Out	8/8	DEF In	
Odometer Out	49,562	Odometer In	
Hours Out		Hours In	

Driver Details

Name **Terry Somers**
 DOB ****/**/******
 License # **WDL3Z9T7633B**
 State **WA**
 Exp.Date **8/5/2025**
 Class

Agreement Details

Rental Type **Pure Rental**
 Lease Unit #
 Date Due Back **1/1/2024** Time Due Back **07:00 AM PT**
 Date Out **9/23/2023** Time Out **02:00 PM PT**
 Date In
 Time In
 Days Used

Terms

VEHICLE IS TO BE USED FOR CUSTOMER'S BUSINESS ONLY. FAILURE TO RETURN THE RENTED VEHICLE AFTER WRITTEN NOTICE TO RETURN SUCH VEHICLE COULD CONSTITUTE A FELONY UNDER APPLICABLE LAW. I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREE THERETO. THIS LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTED COMMERCIAL MOTOR VEHICLE (CMV). CUSTOMER MUST COMPLETE AND RETURN LESSOR SUPPLIED TRIP REPORT FOR STATE TAX REPORTING. CUSTOMER WILL PAY ALL UNREPORTED MILES TRAVELLED AT \$ 0.25 PER MILE

Transaction Details

	Rate	Quantity	Amount
Daily Rate @	\$265.00	3	\$795.00
Weekly Rate @	\$1,325.00	1	\$1,325.00
Monthly Rate @	\$5,741.67	3	\$17,225.01
Mileage Rate @	\$0.16	500	\$80.00
Hourly Rate @			
SUB TOTAL			\$19,425.01
Sales Tax			\$0.00
Fuel Rate/Gallon		0	
DEF Rate/Gallon		0	
Liability @			CP
Physical Damage @			CP

Comments

Insurance Details

Customer to furnish liability insurance as specified in paragraph 5(b)
 Customer to furnish physical damage insurance as specified in paragraph 5(d)

Non Hazardous Material

CUSTOMER SIGNATURE: _____ DATE: **9/23/2023**
 RENTED BY : Daniel Marshall CHECKED IN BY : _____

Kenworth Sales Company PacLease
 6420 East Broadway
 Spokane, WA 99212
 (509) 535-5753

Hours of Operation
 Mon-Fri :
 Saturday: Closed
 Sunday: Closed

**PACCENTRAL 24 HOUR
 EMERGENCY SERVICE**
 1-800-759-2979

COMPANY RENTS THE VEHICLE DESCRIBED IN THIS AGREEMENT TO CUSTOMER ("RENTER") SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Prohibited Uses. Renter agrees the Vehicle will not be operated or used:

- (a) By any person under the age of 21, unless a federal, state, or provincial law prohibits the setting of an age requirement.
- (b) By any person who is not a qualified and licensed driver.
- (c) By any person who has obtained authority to operate the Vehicle by fraud or misrepresentation; whose license has been suspended or revoked within the last three (3) years; or who has been convicted of a major traffic violation (excluding parking violations), including but not limited to careless or reckless driving or driving while under the influence of alcohol, drugs or other intoxicants within the prior three (3) years.
- (d) By any person under the influence of intoxicants or drugs, or suffering from any incapacity affecting the ability to drive.
- (e) In excess of applicable speed limit; in a reckless or abusive manner; in a race or speed contest; or for any illegal purpose.
- (f) Outside the scope of the driver's employment or outside the usual course of Renter's business.
- (g) When the Vehicle is loaded in excess of its maximum rated capacity; when the cargo is improperly loaded or secured; or when the Vehicle is used to transport persons other than in the passenger compartment.
- (h) To transport hazardous materials as defined by law, unless authorized in writing by the Company.
- (i) To transport any car, truck, animal, or human being inside the cargo section of the vehicle.
- (j) In any area where there is not sufficient height or width clearance or which is not paved.
- (k) In any unsafe, reckless, or grossly negligent manner.

A PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND MAKES THE VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY THE COMPANY. PROHIBITED USES MAY ALSO VOID ANY APPLICABLE INSURANCE COVERAGE.

2. Authorized Driver(s). The Vehicle may only be driven by licensed and qualified drivers who operate the Vehicle in accordance with the terms of this Agreement.

3. Renter's Representations and Obligations. Renter acknowledges and agrees:

- (a) The Vehicle is owned by the Company or PACCAR Leasing Company ("PLC").
- (b) The Vehicle has been inspected by the Renter and is received in good condition.
- (c) Renter will not perform any repairs, adjustments, or replacement of any parts without the Company's written consent.
- (d) The Vehicle will at all times be operated under the Renter's exclusive possession and control and only in a lawful manner in connection with present business of Renter.
- (e) Renter and Renter's drivers are not employees or agents of the Company or PLC.
- (f) Renter will pay any special license or tax required by the business of Renter, including without limitation such licenses, taxes, fines, or tolls imposed against Renter arising out of the operation of the Vehicle. Renter further agrees to file, or assist the Company in the filing of, any and all returns or reports required by any governmental authority as a result of Renter's use or operation of the Vehicle.
- (g) To conduct pre- and post-trip inspections of the vehicle and notify PacLease of any Vehicle issues. Renter agrees that PacLease will not be liable for any FMCSA violations or citations for which PLC was not provided notice.
- (h) To complete at the Company's request at the end of each trip a report in a format which permits the Company to comply with licensing and fuel tax reporting obligations. RENTER AGREES TO REIMBURSE THE COMPANY FOR ANY FINES OR COSTS RESULTING FROM RENTER'S INACCURATE OR INCOMPLETE TRIP REPORTS.
- (i) Fuel is not included in the cost of the rental. Renter is responsible for returning the Vehicle with a full tank. If Renter does not refuel the Vehicle prior to return, Renter will pay refueling service charges plus the cost of fuel (which may be more than retail fuel prices). Renter also is responsible for any fuel permits ordered during the term of this Agreement.
- (j) To refrain from tampering or disabling any telematics device. Renter is responsible for the full replacement cost for any loss or

damage to the device. All hardware, software, and data will remain the property of PLC.

4. Payment. Renter agrees to pay Company all rental and other charges set forth in this Agreement covering the Vehicle(s) without deduction or set-off. All charges shall be paid at the time of the transaction or within seven (7) days of invoice. Renter agrees to pay a late charge of 1 1/2 percent per month or the maximum legally permissible amount on each billing not to exceed 1 1/2 percent per month for all sums not paid as provided herein. Renter agrees to pay all costs of collection incurred by PacLease or PLC, including reasonable attorneys' fees.

5. Insurance. Renter agrees to maintain insurance coverage during the term of this Agreement as follows:

(a) If Renter purchases insurance coverage offered through the Allen Insurance Group, the Vehicle will be covered by an automobile liability and/or property damage insurance policy issued by Wesco Insurance Company, a copy of which is available for inspection upon request from the Company. RENTER AGREES TO COMPLY WITH AND BE BOUND BY ALL TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY, WHICH ARE INCORPORATED BY REFERENCE HEREIN. The insurance coverage shall not exceed \$1,000,000 combined single limit for both bodily injury and property damage. Coverage is excluded for property owned by or in the possession of the Renter or for any injuries of any nature whatsoever to Renter, Renter's agents, employees, guests, members of Renter's household or other occupants of the Vehicle. Additional exclusions apply and breach of this Agreement may void insurance coverage. The Company is not an insurance broker and does not warrant that the insurance coverage offered is sufficient to protect Renter from liabilities that might arise. Renter is free to purchase additional insurance as may be determined necessary.

(b) If Renter declines liability insurance coverage offered through the Allen Insurance Group, Renter shall, at its sole cost and expense, maintain an automobile liability insurance policy with bodily injury and property damage liability limits of not less than \$1,000,000 combined single limit on a primary and not excess or contributory basis covering its liability for damages as a result of the maintenance, use, operation, storage, or transportation of the Vehicle. The insurance will be maintained with insurers licensed and authorized to do business in the states in which the Vehicle will be operated and with an "A.M. Best" rating of not less than B+ VII. The Company and PLC must be named as additional insureds without liability for premiums. The insurance must provide for prompt written notice to the Company and PLC of any failure to pay a premium and for at least thirty (30) days' prior written notice of cancellation or non-renewal of the policy and of any material change in or to the coverage. Renter shall furnish the Company with a certificate issued by the insurer or a licensed insurance broker confirming the required insurance coverage is maintained and in full force and effect.

(c) If Renter accepts physical damage insurance coverage offered by the Allen Insurance Group, Renter's liability for physical damage to the Vehicle shall be limited to the amount shown as the deductible in this Agreement.

(d) If Renter declines physical damage insurance coverage offered by the Company, Renter or Renter's insurer, as applicable, shall be liable for all loss or damage to the Vehicle.

6. Indemnity. RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND PLC FROM AND AGAINST THE FOLLOWING:

(a) ANY CLAIM OR CAUSE OF ACTION FOR DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR CAUSED BY RENTER'S POSSESSION, USE, OR MAINTENANCE OF THE VEHICLE, AND ANY SUCH CLAIM OR CAUSE OF ACTION WHICH THE OWNER OF THE VEHICLE MAY BE REQUIRED TO PAY AS A RESULT OF ANY STATUTORY MINIMUM FINANCIAL RESPONSIBILITY OBLIGATIONS.

(b) ANY AND ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCURRED BY THE COMPANY BECAUSE OF INJURY OR DAMAGE SUSTAINED BY ANY OCCUPANT, EITHER AUTHORIZED OR UNAUTHORIZED, OF SAID VEHICLE, INCLUDING WITHOUT LIMITATION RENTER, RENTER'S EMPLOYEES, AGENTS OR REPRESENTATIVES AND LOSS OR DAMAGE TO ANY CARGO OR OTHER PROPERTY IN OR CARRIED BY THE VEHICLE, INCLUDING CONSEQUENTIAL DAMAGES, AND FOR ANY LOSS OR DAMAGE TO ANY OTHER PROPERTY OF RENTER, ITS AGENTS OR EMPLOYEES, LEFT IN OR ON THE VEHICLE AT ANY TIME OR PLACE.

Kenworth Sales Company PacLease

6420 East Broadway

Spokane, WA 99212

(509) 535-5753

Hours of Operation

Mon-Fri :

Saturday: Closed

Sunday: Closed

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EMERGENCY SERVICE**

1-800-759-2979

(c) ALL LOSS, DAMAGE, COST AND EXPENSE RESULTING FROM RENTER'S VIOLATION OF THIS AGREEMENT.
 (d) RENTER'S INDEMNITY OBLIGATIONS SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7. Renter's Liability. Renter understands and agrees it shall be liable for:

(a) All loss or damage to the Vehicle occurring during the rental period.

In the event the Vehicle is lost or destroyed, the amount owed shall be the greater of the encumbered value of the Vehicle or the actual cash value.

(b) All damage to the Vehicle and related expenses caused by:

(1) Renter's breach of this Agreement; (2) Renter's failure to maintain adequate fluids, oil, coolant, DEF, and water levels in the Vehicle; (3) failure to properly and timely perform the regeneration process of the diesel particulate filter; and (4) Renter's neglect of any necessary service, maintenance, or repairs of the Vehicle, subject to first obtaining authorization from the Company or such work.

(c) All loss or damage to the Vehicle if it is used, operated, or driven in violation of this Agreement, or if the loss or damage results from collision with any structure because of insufficient height or width clearance.

(d) The value of all tires, tools, and accessories lost or stolen from the Vehicle.

(e) The fixed portion of the rental charge when the Vehicle is out of service due to an accident or misuse.

(f) All damages resulting from excessive or improper loading of the Vehicle.

(g) All damages resulting from operating the Vehicle off a public road, including wrecker charges to extricate the Vehicle.

(h) All fines or penalties, including forfeiture or seizure, resulting from Renter's use of the Vehicle.

8. Accidents. Renter must immediately notify the Company of any

accident, loss of, or damage to the Vehicle and shall promptly deliver to the Company any document received by Customer related to any claim or lawsuit. Renter shall cooperate with the Company and its insurer in the investigation and defense of any claim or suit.

9. Extended Rental. If the rental period is extended, Renter agrees to

pay the Company, on demand, the following:

(a) Mileage charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.

(b) Service and time charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.

(c) Any other amounts due hereunder.

10. Default. If Renter fails to pay promptly any rental payment or other amounts owing when due and such failure continues to remain uncured for a period of seven (7) days after receiving a Notice to Cure or fails to furnish and pay the charges for insurance provided in Section 4 or if any proceeding or case is instituted by or against Renter under any provisions of the U.S. Bankruptcy Code or any state insolvency law or for the appointment of a receiver, or if Renter makes an assignment for the benefit of creditors or becomes insolvent as that term is defined in the Uniform Commercial Code, or

12. Inspection and Repossession. Upon reasonable notice, the Company lawfully may inspect the Vehicle at any time during the rental term. Renter agrees that Company may download diagnostic and ECM data.

13. Subletting. Subletting or re-letting the Vehicle is prohibited and voids this Agreement.

14. FLORIDA. Florida regulations require that Renter acknowledge and agree that the Company or PLC may file consolidated fuel tax returns on behalf of its customers which may include the operations of Vehicles rented to Renter under a PacLease Rental Agreement which may, from

time to time, travel into and through the state of Florida, and that PacLease will be responsible for the fuel tax on the gallons of fuel consumed over Florida highways by vehicles rented to Renter under a

PacLease Rental Agreement, and for registering with the Florida Department of Highway Safety and Motor Vehicles, securing Florida fuel tax identification devices/ decals, reporting fuel used, reporting miles

traveled, and remitting the total tax accrued to the Florida Department of Highway Safety and Motor Vehicles, subject to the provision of this

Section, and that PacLease may receive fuel use tax refunds as a result of fuel tax overpayments in the State of Florida. Renter further acknowledges and agrees that all trip records, original fuel receipts, and

other records or documents relating to the use of the Vehicles become the property of PacLease. If the Renter fails to provide all trip records,

original fuel receipts, and other records or documents relating to the use of the Vehicle on a regular weekly basis, or at the end of the

rental period, whichever comes first, Renter will be held responsible for any fines or cost resulting from Renter's failure to provide PacLease

with proper trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle.

15. CALIFORNIA. Renter understands that when using a heavy-duty tractor to pull a 53-foot or longer box- type trailer on a highway

within California, the heavy-duty tractor must be compliant with sections 95300 95311, Title 17, California Code of Regulations, and that it is the responsibility of Renter to ensure the tractor and trailer are

compliant. The regulations may require the tractor and trailer to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S.

EPA) Verified SmartWay Technologies compliant prior to current or future use in California, or may entirely prohibit use of the tractor

in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay tractor. Renter is solely responsible for

compliance with all laws and regulations if operating within California. Renter acknowledges that vehicles rented outside of the state of California may not be compliant with all California Air Resources Board (CARB) requirements.

16. Miscellaneous Provisions.

(a) Renter agrees the provisions in this Agreement apply to any substitute Vehicle made available to Renter.

(b) No right of the Company under this Agreement may be waived

Kenworth Sales Company PacLease 6420 East Broadway Spokane, WA 99212 (509) 535-5753	Hours of Operation Mon-Fri : Saturday: Closed Sunday: Closed	PACCENTRAL 24 HOUR EMERGENCY SERVICE 1-800-759-2979
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if Customer breaches any material provision of this Agreement, or if in any proceeding in which Renter is involved any execution, writ, or process is obtained where the Vehicle(s) may be taken or confiscated, then Renter shall be in default under this Agreement. In the event of any such default, PacLease shall have all remedies provided by law and in equity and, at its sole option, shall have the right at any time to exercise concurrently or separately, any such remedy, including but not limited to termination of this Agreement and repossession of the Vehicle(s), and Renter shall be liable for all costs and expenses incurred by Company in pursuing such remedies, including reasonable attorney's fees.

11. Return of Vehicle. Renter agrees to return the Vehicle to the Company at the location and before the time specified in this Agreement, unless otherwise agreed in writing by the parties. If no time is specified for return of the Vehicle, Renter will return the Vehicle no later than seven (7) days after the Vehicle is rented. Vehicle shall be returned in the same condition as rented, normal wear and tear excepted.

except in writing by an authorized representative of the Company.
(c) If any provision of this Agreement is found to be unenforceable in any jurisdiction, the remainder of the Agreement shall not be affected.
(d) Renter acknowledges that Company is not the manufacturer of the Vehicle and that Company MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE WORKMANSHIP, DESIGN OR CONDITION OF THE VEHICLE, THE MERCHANTABILITY OF THE VEHICLE, OR ITS FITNESS FOR A PARTICULAR PURPOSE.
(e) THE COMPANY SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE RENTAL OF THIS VEHICLE.
(f) This Agreement remains effective until Renter performs all obligations, including but not limited to payment of all amounts due and return of Vehicle to the Company.
(g) Customer agrees that evidence of insurance provided by Renter to Company may be shared by Company with PacLease franchisees.
(h) Renter agrees that his/her electronic signature is the legally binding equivalent to Renter's handwritten signature and that it has the same validity and meaning as Renter's handwritten signature.
3504.PLC (R9-13)

Kenworth Sales Company PacLease
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4.6

4.6 - SWD-Contract renewal for boiler blasting services

Paine, David

Council Sponsors: CP Kinnear & CM Bingle
Contract renewal 4 of 4 with Online Cleaning for boiler blasting services at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Online Cleaning 2024.docx](#)

[23-199 Online Cleaning Services Renewal OPR 2019-0958.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for boiler blasting services at the WTE
Summary (Background)	<p>Prior to maintenance outages, precision blasting with explosives is done in the boilers to facilitate more efficient cleaning and repairs.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>On September 30, 2019 bidding closed to PW ITB 5096-19 for these services and Online Cleaning Services of Marysville, CA was the only response received. The initial contract was from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year extensions. This will be the final renewal beginning on January 1, 2024 and ending on December 31, 2024 with an anticipated annual cost not to exceed \$345,000.00 excluding tax.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact	
Total Cost: <u>\$345,000.00 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: 2024 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?	
The work is required to maintain the 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.



City of Spokane
CONTRACT RENEWAL
4 OF 4
Title: BOILER BLAST
CLEANING SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ONLINE CLEANING SERVICES, LLC** whose address is 2689 Highway 20, Marysville, CA 95901 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide the BOILER BLASTING CLEANING SERVICES for the City; and

WHEREAS, the original Contract provided for four (4) one (1) year renewals, with this being the final of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 23, 2019 and January 10, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on January 1, 2024 and shall run through December 31, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **THREE HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$345,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

ONLINE CLEANING SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

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

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

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

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

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

4.7

4.7 - SWD-Contract renewal for cylinder repairs

Paine, David

Council Sponsors: CP Kinnear & CM Bingle

Contract renewal 2 of 4 with Hydraulics Plus for the as-needed, off-site rebuilding of hydraulic and pneumatic cylinders used at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Hydraulics Plus.docx](#)

[23-192 Hydrotech Generator Repair Renewal OPR 2021-0786.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for off-site rebuild of hydraulic and pneumatic cylinders for the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders.</p> <p>On Oct. 18, 2021, bidding closed on IRFP 5525-21 for the off site rebuild of hydraulic and pneumatic cylinders using OEM parts and Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus, of Spokane Valley, WA, was the only response received. The initial contract award was for one year, spanning from Jan. 1, 2022 to Dec. 31, 2022, with the option of four (4) additional one-year renewals. This will be the second renewal and will span from Jan. 1, 2024 through Dec. 31, 2024 with a total annual cost not to exceed \$100,000.00 excluding taxes. Rates are to remain unchanged.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact Total Cost: <u>\$100,000.00 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: 2024 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?	The work is required to maintain the 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.



City of Spokane

CONTRACT RENEWAL
2 of 4

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

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on January 1, 2024 and shall end on December 31, 2024.

3. COMPENSATION.

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

4. DEBARMENT AND SUSPENSION.

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

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

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment

23-192

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

4.8

4.8 - SWD-VB renewal for electrical crane parts

Paine, David

Council Sponsors: CP Kinnear & CM Bingle

Value blanket renewal 4 of 4 with WEMCO, Inc. for the as-needed purchase of electrical crane parts for use at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Wemco Elec. Parts 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 , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal for the purchase of refuse crane electrical replacement parts.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2019, the WTE replaced its two refuse cranes, which were 28 years old, with WEMCO designed cranes. To respond quickly to any repair and maintenance needs, spare electrical parts need to be purchased as-needed.</p> <p>On September 24, 2019 bidding closed to RFQ 5165-19 for the purchase of these spare replacement parts. WEMCO Inc. of Spokane, WA was the only response received. The initial value blanket was for one year with the option of four (4) additional one-year renewals. This will be the last optional renewal from 11/15/23 through 11/14/24 with a total cost not to exceed \$49,000.00 plus tax.</p>
Proposed Council Action	Approval of value blanket renewal
Fiscal Impact Total Cost: <u>\$49,000.00 plus tax.</u> 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 checked="" type="checkbox"/> Recurring Specify funding source: 2024 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? The work is required to maintain the 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 renewal/amendment for the purchase of HCL

Paine, David

Council Sponsors: CP Kinnear & CM Bingle

Contract renewal/amendment 2 of 4 with Northstar Chemical for the purchase of hydrochloric acid (HCL) for use at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Northstar HCL 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 , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal/amendment for the purchase of Hydrochloric Acid (HCL)
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Hydrochloric Acid (HCL) is used for the regeneration of the resin in the demineralized water system that provides water to the boilers at the WTE.</p> <p>On September 30, 2019, bidding closed on ITB 5063-19 for the as-needed annual requirement of Hydrochloric Acid (HCL). Four (4) responses were received and Northstar Chemical, Inc. (Sherwood, OR) was the low cost bidder. The initial value blanket award was for three (3) years from Jan. 1, 2020 through Dec. 31, 2022, with the option of two additional one-year renewals and a total cost not to exceed \$130,000.00. This will be the second renewal and will span from Jan. 1, 2024 through Dec. 31, 2024 with an additional cost not to exceed \$100,00.00 plus tax.</p> <p>Rates are to remain unchanged for this renewal, however, the rates were increased from \$.24/lb to \$.398/lb in 2023 due to significant cost increases to the supplier for chemicals and logistics. Due to this cost increase, an additional \$25,000.00 is needed for the 2023 value blanket for a total annual cost of \$92,300 plus tax.</p>
Proposed Council Action	Approval of value blanket renewal and amendment
Fiscal Impact	
Total Cost: <u>\$25,000.00 addl. For 2023 VB, \$100,000.00 for 2024 VB</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 and 2024 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?	
The work is required to maintain the 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 - SWD-Contract renewal for off-site grapple repairs

Paine, David

Council Sponsors: CP Kinnear & CM Bingle

Contract renewal 3 of 4 with Foust Fabrication for as-needed off-site grapple repairs for the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Foust Fab.docx](#)

[23-191 Foust Fabrication Contract Renewal 2020-0866.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for off-site grapple repairs for the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The grapples used on the cranes at the WTE facility operate in a 24/7 environment transporting municipal solid waste. As part of the facilities maintenance program, the grapples are rotated out annually and refurbished. Without a backup grapple, a failure would result in an unplanned boiler shut down.</p> <p>On Oct. 16, 2020, bidding closed on ITB 5342-20 for this as-needed annual requirement for offsite grapple rebuilding. There were three (3) responses received; Foust Fabrication Co. (Colville, WA), K&N Electric Motors, Inc. (Spokane Valley, WA) and WEMCO Inc. (Spokane, WA). Foust Fabrication Co. was the lowest cost, responsive and responsible bidder and was awarded a one year contract, from Dec. 1, 2020 through Nov. 30, 2021 with the option of four (4) additional one-year renewals. This will be the third renewal and span from Dec. 1, 2023 through Nov. 30, 2024 with an additional cost not to exceed \$85,000.00 excluding taxes. Rates for this renewal are to remain unchanged.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact Total Cost: <u>\$85,000.00 plus tax</u> 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 checked="" type="checkbox"/> Recurring Specify funding source: 2024 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?	The work is required to maintain the 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.



City of Spokane
CONTRACT RENEWAL
3 of 4
Title: GRAPPLE REBUILD OFFSITE, AS NEEDED ANNUAL REQUIREMENT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **FOUST FABRICATION CO. d/b/a FOUST FAB & ERECTORS FOUST FABRICATION**, whose address is 1159 Orin Rice Road, Colville, Washington 99114 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to perform Grapple Rebuild Offsite, As Needed Annual Requirement for the City; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 1, 2020 and December 2, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on December 1, 2023 and run through November 30, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **EIGHTY-FIVE THOUSAND AND 00/100 (\$85,000.00)**, plus applicable sales tax, in accordance with the Pricing Sheet attached hereto, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

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

**FOUST FABRICATION CO., d/b/a FOUST
FAB & ERECTORS FOUST FABRICATION**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A - Certificate Regarding Debarment
- Attachment B – Pricing Sheet

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

ATTACHMENT B

4.11

4.11 - SWD-Value blanket renewal for VFD's

Paine, David

Council Sponsors: CP Kinnear & CM Bingle

Value blanket renewal 1 of 4 with Dykman for the as-needed purchase of variable frequency drives (VFD's) for use at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Dykman VFD 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 , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal for the purchase of variable frequency drives (VFD's) 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>*use the Fiscal Impact box below for relevant financial information</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. This will be the first renewal from December 15, 2023 through December 14, 2024 with an annual cost not to exceed \$80,000.00 plus tax.</p>
Proposed Council Action	Approval of value blanket renewal
Fiscal Impact	<p>Total Cost: <u>\$80,000.00 plus tax</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: 2024 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 (If N/A, please give a brief description as to why)	<p>What impacts would the proposal have on historically excluded communities?</p> <p>The work is required to maintain the 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.</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>The contractor is governed by WA L&I.</p>

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.

4.12

4.12 - SWD-Contract renewal for on-site valve repairs

Paine, David

Council Sponsors: CP Kinnear & CM Bingle

Contract renewal 4 of 4 with Bay Valve Service for on-site valve repairs at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Bay Valve 2024.docx](#)

[23-190 Bay Valve Service LLC - Contract Renewal OPR 2019-0957.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2024
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for on-site valve repairs at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility has many types of valves which are critical to the operation of the plant. On-site maintenance is required for safe and efficient operation. Any number of valve failures could result in a plant shutdown.</p> <p>On September 30, 2019 bidding closed to PW ITB 5133-19 for these valve repair services and Bay Valve Service, LLC of Longview, WA was the only response received. The initial contract was from Jan. 1, 2020 through Dec. 31, 2020 with the option of four (4) additional one-year renewals and an annual cost not to exceed \$300,000.00 including taxes. This will be the last renewal spanning from January 1, 2024 through December 31, 2024 with an additional cost not to exceed \$325,000.00 plus tax.</p>
Proposed Council Action	Approval of contract renewal.
Fiscal Impact Total Cost: \$325,000.00 plus tax 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: 2024 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? The work is required to maintain the 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.



City of Spokane
CONTRACT RENEWAL
4 OF 4
Title: ON-SITE VALVE REPAIR SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BAY VALVE SERVICE, LLC**, whose address is 213 Douglas Street, Longview, Washington 98632 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform On-Site Valve Repair Services for the City; and

WHEREAS, the original Contract provided for 4 additional one-year renewals with this being the last of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated November 7, 2019 and November 20, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on January 1, 2024 and shall end December 31, 2024.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$325,000.00)**, plus applicable tax, in accordance with Contractors 2024 Rates attached hereto, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

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

BAY VALVE SERVICE, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Certificate of Debarment
- Bay Valve Service, LLC’s 2024 Rates

23-190

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

4.13

4.13 - SWD-Contract renewal for analytical testing

Paine, David

Council Sponsors: CP Kinnear & CM Bingle

Contract renewal 4 of 4 with Eurofins for analytical testing at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Eurofins 2024.docx](#)

[U2023-086 Eurofins TestAmerica - Contract Renewal OPR 2019-0983.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2024
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for analytical testing at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility’s environmental permits and regulations require routine testing of ash and residues remaining after the combustion process. Also, waste generated through facility operations, as well as soil and water from the facility’s storm water swales requires designation.</p> <p>On Sep. 13, 2019, bidding closed on IRFP 5152-19 for analytical testing services for ash, hazardous waste determinations and storm/swale water and soil testing. Test America was the winning bidder and awarded a one-year contract with the possibility of four (4) additional one-year renewals and an annual cost not to exceed \$39,000.00 including tax. In 2022, the contract was assigned to Eurofins Environment Testing Northwest, LLC. due to a change of ownership.</p> <p>This will be renewal #4 of 4 for analytical testing services and will run from November 1, 2023 through October 31, 2024 with an annual cost not to exceed \$35,000.00 including taxes. Due to the lifetime value of the contract, which is now \$196,000.00, this contract will require City Council approval.</p>
Proposed Council Action	Approval of contract renewal.
Fiscal Impact Total Cost: <u>\$35,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2024 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? The work is required to maintain the 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.



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

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

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

WHEREAS, the original Contract allowed for four (4) additional one-year renewals, this being number four (4), therefore the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on November 1, 2023, and shall end October 31, 2024.

3. COMPENSATION.

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

4. DEBARMENT AND SUSPENSION.

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

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

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

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate of Debarment
- Exhibit B - Contract Renewal 4th Year Option Year Pricing

U2023-086

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

4.14

4.14 - SWD-Spokane County ILA Amendment

Averyt, Chris

Council Sponsors: CP Kinnear & CM Bingle.

Amendment #4 to the Disposal Interlocal Agreement between the City of Spokane and Spokane County.

| For Information

Attachments

[Briefing Paper-County ILA Amendment #4.docx](#)

[U2023-048d Spokane Co. and COS ILA - Amendment - Extension 20231013v2 clea~.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Solid Waste Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org , 509-625-6540
Council Sponsor(s)	CP Kinnear, CM Bingle
Committee Date	October 23, 2024
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment #4 to the Disposal Interlocal Agreement between the City of Spokane and Spokane County.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2014, under Resolution No. 14-0131 and OPR 2014-0060, an Interlocal Agreement (ILA) outlining the transfer and disposal of solid waste between the City and County was finalized. The ILA laid the foundation for a smooth transition of the management of the Regional Solid Waste System from the City to the County, effective November 17, 2014. The City and County have worked together very effectively under the terms of that ILA, providing reliable solid waste transfer and disposal services to all the member jurisdictions of the Regional Solid Waste System.</p> <p>In 2017, the ILA was amended to adjust the disposal rate for the County, eliminate the termination clause and amend the term to five years with five 1-year extension options that will renew automatically on September 1st each year. The first 1-year extension began automatically on September 1, 2023.</p> <p>The provisions of this ILA amendment/extension include:</p> <ul style="list-style-type: none"> • An increase of the County’s disposal rate from \$57.07/ton to \$65.00/ton • Extension of the term to November 17, 2024 to align with the transfer stations operations contract.. • The addition of Waste Management as the bypass services provider and associated pricing.
Proposed Council Action	Council approval of Amendment #4 to the ILA
Fiscal Impact Total Cost: <u>Anticipated annual revenue of \$7,800,000.00 for both bypass and WTE tons</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 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.) Revenue generating	
Operations Impacts (If N/A, please give a brief description as to why)	

What impacts would the proposal have on historically excluded communities?

This proposal would ensure approved and permitted disposal of solid waste so that historically excluded communities are not impacted by a lack of services.

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 City and County Solid Waste System do not have access to this type of customer data in relation to solid waste.

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

Waste volumes and associated revenues are closely monitored on a monthly basis which allows the City and County staff to collaborate effectively and streamline procedures for weighing and tracking loads from the two County Transfer Stations. Also, the coordination of special services related to educational programs and promotion of waste reduction, recycling and composting have shown highly effective outcomes through this type of collaboration.

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 ILA amendment aligns with the Comprehensive Solid Waste Management Plan, which is a requirement under RCW 70A.205.040. The purpose of the requirement is to plan for solid waste and materials reduction, collection, handling and management services and programs throughout the state, as designed to meet the unique needs of each county and city in the state. This ILA formally establishes that relationship and other provisions of the plan between the City and County.



City of Spokane
INTERLOCAL AGREEMENT FOR SOLID WASTE AMENDMENT #4 & EXTENSION

THIS INTERLOCAL AGREEMENT AMENDMENT #4 / EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and SPOKANE COUNTY, a political subdivision of the State of Washington, "County", whose address for the transaction of business is 1116 West Broadway Avenue, Spokane, Washington 99260. Together referenced as the "Parties".

WHEREAS, the Parties entered into an Interlocal Agreement Between the City of Spokane and Spokane County Regarding Transfer and Disposal of Solid Waste, (Agreement) on February 19, 2014 and subsequently amended on January 21, 2015 to provide an early buy out for the purchase of the Transfer Stations, on June 22, 2015 to provide for all by-pass waste delivered to the Waste-To-Energy Facility under current contract, and August 15, 2017 to provide an extension to the term of the agreement, update disposal rates and the termination clause; and

WHEREAS, the Parties agree to amend the Interlocal Agreement to reflect a change in the County Disposal Rate for solid waste and by-pass waste, amend the underlying contract to reflect the additional terms required as a result of a new by-pass waste contract with Waste Management, amend to add additional negotiated terms as contained in Attachments C and D, and extend the Interlocal Agreement to November 16, 2024; and

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

A. CONTRACT DOCUMENTS.

The Interlocal Agreement, dated February 19, 2014, any previous amendments, addenda and / or extensions / renewals thereto (collectively, "Agreement"), are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

B. EFFECTIVE DATE / EXTENSION.

This Interlocal Agreement Amendment / Extension shall become effective when fully executed and shall end November 17, 2024. Section 3 of the Agreement is hereby deleted.

C. AMENDMENT.

A. *Section 4H* of the Agreement is hereby amended to read as follows:

H. County Disposal Rate:

Solid Waste Delivered to WTE: For the period of this extension, the County shall pay to the City **SIXTY-FIVE AND NO/100 DOLLARS (\$65.00)** per ton for each ton of solid waste delivered from the Transfer Stations to the Waste to Energy Facility by the County.

By-pass Waste Delivered to Waste Management: For the period of this extension, the County shall pay to the City **FIFTY-EIGHT AND 95/100 DOLLARS (\$58.95)** per ton for each ton of By-pass solid waste delivered by the County to Waste Management from the Transfer Stations.

B. Section 4M of the Agreement is hereby amended to read as follows:

M. Non-processible Waste:

The CITY shall be responsible for identifying and disposing of any non-processible waste delivered to the Waste to Energy Facility. The CITY and the COUNTY further agree, that upon request of the CITY during times when the Waste to Energy Facility is unavailable to process waste, the COUNTY agrees to load waste (by-pass) from one or both County Transfer Stations into containers and deliver directly to a mutually agreed upon location for further transport and disposal at a landfill.

Replacement or Repair of Containers for By-pass Transportation. The COUNTY and its subcontractors, shall be liable for the repair or replacement of Containers/Trailers and Vehicles to the extent such is necessary because of the negligence of the COUNTY or County's Transfer Stations contracted operator, including but not limited to, overloading or improper loading of Equipment. If damage occurs to the equipment, the disposal provider for By-pass Waste will document the damage and send such documentation to the responsible Party. Once repairs are completed, disposal provider for By-pass Waste will invoice the responsible Party directly for reimbursement.

If a container or trailer is delivered by the COUNTY to the disposal provider for By-pass waste with external evidence (such as smoke or extreme heat) that the container or trailer might contain Unacceptable Waste, or might reasonably contain Unacceptable Waste and the disposal provider for By-pass waste takes steps it believes is necessary to protect its employees and the public from potential hazard, the COUNTY, or its subcontractors, is responsible for all costs and liability associated with managing Unacceptable Waste within the container.

"Unacceptable Waste" means Hazardous Waste and any waste, the acceptance and handling of which would cause a violation of any solid waste facility permits or applicable law.

C. Section 4D of the Agreement is hereby amended to read as follows:

D. County Flow Control:

The COUNTY shall maintain, and enforce within its jurisdiction, its Flow Control Ordinance for the duration of this Agreement, so long as the Flow Control Ordinance is legally enforceable. During the term of this Agreement, subject to the exceptions currently in effect contained in its Flow Control Ordinance and as otherwise provided in this Agreement, the COUNTY designates the Waste To Energy Facility to be the sole final disposal site for solid waste at all times the Facility is in operation. The COUNTY shall not, directly or indirectly, site or permit to be sited any solid waste disposal site other than the Waste To Energy Facility, and shall enforce the Flow Control Ordinance continuously; provided, however, that this requirement shall not apply to hazardous waste. The designation of the Waste To Energy Facility as the sole final disposal site for solid waste shall be made by the COUNTY concurrently with the effective date of this Agreement, but in no event later than November 17, 2014. This clause shall not apply to any municipality within Spokane County that does not execute an interlocal agreement with the COUNTY to participate in the County Regional Solid Waste System.

D. Section 4I of the Agreement is hereby amended to read as follows:

I. Billing:

The CITY shall bill the COUNTY monthly on or before the 20th of the month for the previous month.

The monthly bill shall be determined by multiplying the Solid Waste tonnage delivered by the COUNTY from the Transfer Stations to the Waste to Energy Facility by the applicable County Disposal rate- and multiplying the Solid Waste tonnage delivered by the COUNTY from the Transfer Stations to the by-pass waste receiving facility by the applicable County disposal rate.

The CITY shall be responsible for weighing Solid Waste as it enters the CITY's Waste To Energy Facility. The CITY can authorize weighing of the Solid Waste by the COUNTY as it leaves the COUNTY Transfer Stations inbound to the CITY's Waste To Energy Facility. The COUNTY shall provide to the CITY copies of the COUNTY's weigh tickets within 10 days for verification. The COUNTY shall weigh by-pass waste as it leaves the Transfer Stations. The CITY shall be responsible for receiving weigh tickets from the By-pass waste receiving facility for by-pass waste delivered from the COUNTY Transfer Stations. The PARTIES can mutually agree to other methods for weighing of the Solid Waste delivered to the Waste To Energy Facility or by-pass waste receiving facility by the COUNTY.

The COUNTY shall advise the CITY in writing within ten (10) business days of invoice receipt if it has any questions, needs further information, or disputes the bill. The COUNTY will reimburse the CITY for the monthly billing within sixty (60) calendar days of invoice receipt for all portions of the bill which are not disputed. Any dispute between the PARTIES as to any billing shall be resolved pursuant to the Dispute Resolution Section. If a billing not subject to dispute is outstanding for more than three (3) months, it shall, at the sole discretion of the CITY, accrue interest at the current local government investment pool rate until paid.

E. Additional Agreed Terms:

By-pass Waste. The COUNTY shall be responsible for (i) loading By-pass Waste at the Transfer Stations into Containers provided by the disposal provider for By-pass Waste in compliance with all Applicable Laws and other Contract Standards, including but not limited to U.S. Department of Transportation requirements; (ii) transportation and delivery of loaded Containers of By-pass Waste from the Transfer Stations to the Receiving Facility; and (iii) transportation and delivery of empty Equipment from the Receiving Facility to the Transfer Stations.

Title. Title to and liability for Unacceptable Waste shall remain with the COUNTY at all times. If the COUNTY through the Transfer Stations delivers Unacceptable Waste to the disposal provider for By-pass waste or the Waste to Energy Facility, the Unacceptable Waste may be returned to the Transfer Stations or the COUNTY may be required to remove and dispose of the Unacceptable Waste at the COUNTY's expense. The County shall indemnify, hold harmless and pay or reimburse the CITY for any and all costs, liabilities, damages and/or fines incurred as a result of or relating to the tender or delivery of Unacceptable Waste to the disposal provider for By-pass waste or other failure to comply or conform to this Contract, including costs of inspection, testing and analysis. Title to Contract Waste shall pass to the upon acceptance at the Disposal Site.

F. The Agreement is further amended to include the following attachments, C & D:

Exhibit C – Special terms and conditions with respect to City’s selection of option under RCW 70A.205.040(4) in conjunction with comprehensive solid waste management plan update; and

Exhibit D – Special terms and conditions with respect to Parties’ obligations with regard to the County Regional Solid Waste System.

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.

PASSED AND ADOPTED this _____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON**

Attest:

MARY L. KUNEY, CHAIR

Ginna Vasquez
Clerk of the Board

JOSH KERNS, VICE-CHAIR

AL FRENCH, COMMISSIONER

AMBER WALDREF, COMMISSIONER

CHRIS JORDAN, COMMISSIONER

Approved as to form:

Deputy Civil Prosecuting Attorney

CITY OF SPOKANE

Attest:

By _____
Signature Date

City Clerk

Type or Print Name

Approved as to form:

Title

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit C and Exhibit D – as stated in Section 3.

U2023-048d

EXHIBIT "C"

**SPECIAL TERMS AND CONDITIONS WITH RESPECT TO CITY'S SELECTION OF
OPTION UNDER RCW 70A.205.040(4) IN CONJUNCTION WITH COMPREHENSIVE SOLID
WASTE MANAGEMENT PLAN UPDATE**

**B.1: CITY'S SELECTION OF OPTION UNDER RCW 70A.205.040(4) IN CONJUNCTION WITH
COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN**

The CITY hereby selects the following option as provided for in RCW 70A.205.040(4)(c) in conjunction with its solid waste management, namely:

Authorize the COUNTY to prepare a plan for the CITY's solid waste management for inclusion in the Comprehensive Solid Waste Manage Plan.

With regard to this option, the CITY:

- a. Authorizes the COUNTY to prepare a plan for the CITY's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter RCW 70A.205 applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2010- Publication No. 10-07-005),
- b. Agrees to provide information to the COUNTY in conjunction with the preparation of the draft SCCSWMP or any amendments, revisions or updates thereto,
- c. Agrees to provide timely comments on any draft SCCSWMP or any amendments, revisions or updates thereto,
- d. Agrees to timely adopt the draft SCCSWMP or any amendments, revisions or updates thereto and in writing notify the COUNTY,
- e. Authorizes the COUNTY to submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to Washington State Department of Ecology ("WDOE") for its approval under RCW 70A.205.055, and
- f. Agrees that when the SCCSWMP or any amendment, revisions or update thereto is finally adopted by WDOE it shall be binding upon the CITY in its solid waste management.

With regard to this option, the COUNTY:

- a. Shall prepare a plan for the CITY's solid waste management as well as any amendments, revisions or updates thereto for inclusion in the SCCSWMP consistent with chapter 70A.205 RCW, applicable WAC regulations and Guidelines for Development of Local Comprehensive Solid Waste Management Plan and Plan Revisions (February 2012- Publication No. 10-07-005),

- b. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto to the Solid Waste Advisory Committee for its review and comments,
- c. Shall submit the draft SCCSWMP or any amendments, revisions or updates thereto on behalf of the CITY and COUNTY to WDOE for its approval under RCW 70A.205.055, and
- d. Shall pay for all costs of preparing the SCCSWMP or any amendments, revisions or updates thereto.

The COUNTY will seek financial aid from WDOE for preparing the SCCSWMP or any amendments, revisions or updates thereto as provided for in RCW 70A.205.080. Provided, however, the PARTIES agree that any moneys expended by the COUNTY in preparing the SCCSWMP or any amendments, revisions or updates thereto in excess of WDOE financial aid, at the sole option of the COUNTY, shall be included in establishing any "gate fee" to be charged to individuals disposing of solid waste at COUNTY owned transfer stations and ultimately reimbursed to the COUNTY. The COUNTY shall maintain records of any all costs incurred in preparing the SCCSWMP or any amendments, revisions or updates thereto.

(This space intentionally left blank.)

EXHIBIT "D"

SPECIAL TERMS AND CONDITIONS WITH RESPECT TO PARTIES' OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

C. 1: CITY'S OBLIGATION WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The CITY joins the County Regional Solid Waste System. The CITY hereby covenants, agrees and contracts to exercise its police and contractual powers and authority as may now or hereafter be recognized in contract or at law to direct the deposit of Solid Waste generated within its geographical boundaries to the County Regional Solid Waste System. In conjunction with this obligation, the CITY will adopt and enforce the COUNTY's Flow Control Ordinance within its jurisdiction. During the term of this Agreement, subject to the exceptions currently in effect contained in the Flow Control Ordinance, the CITY (i) shall designate the County Regional Solid Waste System as its sole disposal site at all times, and (ii) shall enforce the Flow Control Ordinance continuously. In executing this Agreement, the CITY is designating the County Regional Solid Waste System as its sole disposal site at all times as required by the preceding sentence.

C. 2: COUNTY'S OBLIGATIONS WITH REGARD TO THE COUNTY REGIONAL SOLID WASTE SYSTEM

The COUNTY shall own, maintain and operate the County Regional Solid Waste System. The COUNTY shall additionally establish and maintain an enterprise fund for the County Regional Solid Waste System. All revenues, expenditures, liabilities, and assets, including Transfer Stations, belonging to the Regional Solid Waste System will be accounted for in the enterprise fund in compliance with Generally Accepted Accounting Principles. In the unlikely event that the County Regional Solid Waste System is ever dissolved, all assets within the enterprise fund will be transferred to the Landfill Closure Fund and used to mitigate landfill closure liabilities and expenses.

The COUNTY shall establish and set the gate fee to be charged for the delivery of all solid waste to the Transfer Stations. The City of Spokane shall establish and set the gate fee to be charged for the delivery of all solid waste to the WTE. The Transfer Stations gate fee may include a component to address the cost of closure, postclosure and cleanup of pre-existing landfills. For the purpose of this section, the terminology pre-existing landfills shall mean COUNTY owned Solid Waste disposal sites that have been closed and includes Colbert Landfill, Greenacres Landfill, Mica Landfill, as well as the County owned portion of the Old Marshall Landfill.

The COUNTY shall establish and maintain a Solid Waste Advisory Committee as provided for in RCW 70A.205.110. The SWAC and its composition/membership will be established by the Board of County Commissioners. Each Signatory Regional City/Town shall have representation on the SWAC during the term of its Agreement with the COUNTY.

The purpose of the SWAC shall be to create a forum for discussion between the COUNTY and the participating jurisdictions concerning the System and to create a body to which information concerning the System can be provided. The SWAC shall have no independent decision-making authority. The SWAC shall have the following responsibilities along with any additional responsibilities directed by the COUNTY:

- (1) assist in the development of programs and policies concerning solid waste handling and disposal,
- (2) review and comment upon proposed rules, policies, or ordinances prior to their adoption, and
- (3) review and make a recommendation to the COUNTY on the amount of the Gate Fee to be charged by the COUNTY for disposal of solid waste by customers at the Transfer Stations. In conjunction with making any recommendation on the Gate Fee, the SWAC shall include at least the following cost factors: (i) disposal costs; (ii) the acquisition costs of the Transfer Stations; (iii) operating and debt service reserves; (iv) debt service; (v) the operation and maintenance expenses of the Transfer Stations; (vi) Landfill Closure costs; and (vii) County Regional Solid Waste System Program costs, including but not limited to programs to educate and promote the concepts of waste reduction and recycling pursuant to RCW 70A.205.070, litter control programs, and moderate-risk waste management pursuant to chapter RCW 70A.300

The COUNTY shall provide a statement of County Regional Solid Waste System income and expenses to the SWAC for each fiscal year upon closure of the financial records or on such other periodic basis as necessary for the SWAC to make a recommendation on the amount of the Gate Fee. The COUNTY shall provide the SWAC with three (3) months advance notice of any proposed change in the Gate Fee. Failure of the SWAC to make a recommendation to the COUNTY on any change to the Gate Fee after notice shall not preclude the COUNTY from enacting any change to the Gate Fee.

C. 3: POTENTIAL FUTURE TRANSPORT AND DISPOSAL OPTIONS

During the term of this Agreement, the COUNTY plans to further investigate the cost-effectiveness of various alternatives for Solid Waste disposal.

C. 4: EVALUATION OF COMMUNITY CLEAN-UP PROGRAM

During the term of this Agreement, the COUNTY plans to investigate and evaluate the development of a "Community Clean-up Program" as a service provided under the Spokane County Regional Solid Waste System.

C. 5: PAYMENTS FROM THE CITY OF SPOKANE

Any payments received by the COUNTY from the City of Spokane pursuant to Section 4.J. ("Utility Taxes") of the City/County Agreement shall be shared proportionately, after the deduction of all appropriate and reasonable administrative costs, based upon the tons of solid waste delivered to the County Regional Solid Waste System from the COUNTY and the signatory regional cities.

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 November 27, 2023.