

**Public Infrastructure, Environment & Sustainability Committee
Agenda for 1:15 p.m. Monday, November 27, 2023**

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **1:15 p.m. on November 27, 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 mlovmaster@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 - 27 November 2023

1 **Call to Order**

2 **Approval of Minutes**

Approval of October 23, 2023, meeting minutes

3 **Discussion Items**

3.1 **Clark Lift Station Bypass ITB**

5 min
Brown, Frederick

Council President Kinnear

PW ITB 6007-23 was issued to procure the Clarke Ave Lift Station Bypass. Inland Infrastructure, LLC was selected as lowest responsive bidder.

The emergency electrical system needs to be updated; a bypass is required to do that work. Backup power is not automatically available to the station in the event of an outage.

3.2 **Warehouse Roof ITB**

5 min
Brown, Frederick

Council President Kinnear

PW ITB 6010-23 was issued to procure the Warehouse Roof Replacement. Guardian Roofing Company was selected as the winning contractor.

The Roof is leaking on this facility and needs to be replaced.

3.3 **Burner Boiler Controls Upgrade ITB**

5 min
Brown, Frederick

Council President Kinnear

PW ITB 6012-23 was issued to procure the burner and boiler controls upgrade contract. McKinstry was selected as the lowest responsive and responsible contractor.

These boilers were installed in 1990 and replacement controls are no longer available and are not functioning properly.

3.4 Water System Plan Approval

10 min
Davis, Marcia

Council Sponsor; CP Kinnear and CM Bingle
The updated Water System Plan has been reviewed by the Department of Health and the Department of Ecology and their comments have been addressed. The Water System Plan is ready for approval by City Council.

3.5 Highway Safety Improvement Program Grant

5 min
Note, Inga

Council Sponsor; CM Bingle Transportation safety grant for locations with serious/fatal crash history. Applications due in February 2024.

3.6 SBO - Solid Waste Disposal & Collect

5 min
Averyt, Chris

Council Sponsor; CP Kinnear

3.7 Golf Course Irrigation Conservation

5 min
Feist, Marlene

Council Sponsor; CP Kinnear
This ordinance would provide additional clarity around the Golf Course Irrigation Conservation Credit, providing specificity on what's available for different sized courses.

3.8 West Central Infrastructure Project

5 min
Quinn-Hurst, Colin

Council Sponsor; CM Stratton and CM Zappone
This is a contract with Kittelson & Associates, Inc. to assess neighborhood

needs, conduct economic impact analysis, engage residents, and develop project concepts for public infrastructure and multi-modal right-of-way improvements in the West Central Neighborhood.

3.9 Council Board and Commission Update

5 min
Byrd, Giacobbe

Council Sponsor: Kinnear and Wilkerson

On November 28, 2023, the General Election results will be certified by the County Auditor. Immediately following certification, Betsy Wilkerson will assume the position of City Council President currently held by Lori Kinnear and Paul Dillon will assume the position of District 2, Position 1 Council member currently held by Ryan Oelrich.

Lori Kinnear was appointed to the Airport Board and will need to be replaced on that board before the December 14, 2023, Airport Board meeting.

The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.

This resolution amends the assignment of City Council members to the various boards, commissions, and committees to replace Lori Kinnear with Betsy Wilkerson on the Airport Board and Police Pension Board and assign Paul Dillon to Ryan Oelrich's assignments.

3.10 Resolution repealing Resolution 2023-0043

5 min
Zappone, Zack

Council Sponsor: Zappone
Resolution repealing Resolution 2023-0043 adding redistricting to the February 2024 Special Election and establishing intent to create a Charter Review Committee in 2024.

3.11 SBO for SMC Recodification

5 min
Haugen, Erin

CM Cathcart & CM Bingle - This SBO is being created so that we can utilize the unused budget in PMO for contractual services related to the review and recodification of the SMC.

3.12 Streets Road Maintenance Update

15 min
Harris, Clint E.

Council Sponsor; CM Wilkerson
The Street Department will provide a review of the 2023 Road Maintenance cycle, via a presentation and opportunity for questions.

3.13 TRAC Shelter Extension Amendment

15 min
McCollim, Kimberley

CM Stratton and CM Cathcart
Extension amendment for TRAC and Salvation Army for four months (January – April 2024) and inclusion of 2023 safe air and warming center costs and budget not on the original February 2023 contract.

4 Consent Items

4.1 Haven Grind & Overlay

Buller, Dan

Council Sponsor: CP Kinnear
This briefing paper is an update to a briefing paper for the Haven G and O project which appeared on the April PIES agenda. Most of the information is the same but because it will have been more than 6 months since it appeared on PIES, this updated briefing paper is being submitted. This approximately 1-mile length project is fed funded (grant). Separately, there is a state funded (grant) sidewalk project on the west side of Haven from Heroy to Rockwell.

4.2 Outside Counsel Contract Amendment

Smithson, Lynden

Council Sponsor: CM Cathcart
Contract Amendment with KEATING, BUCKLIN & McCORMACK, INC. in the legal matter of Estate of David Shafer, et al. v. City of Spokane. This is a lawsuit against the City for the alleged wrongful death of David Shafer on October 23, 2019. Council Member Cathcart has agreed to sponsor.

4.3 SWD-Metals recycling contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle
Contract renewal with American Recycling for metals and metals/ash recycling services at the Waste to Energy Facility.

4.4 SWD-Compressor rental value blanket renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle
Value blanket renewal with Atlas Copco for the as-needed rental of compressors for the Waste to Energy Facility.

4.5 SWD-Activated carbon value blanket renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle
Value blanket renewal with Cabot Carbon for the as-needed purchase of activated carbon at the Waste to Energy Facility.

4.6 SWD-Emissions testing contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle
Contract renewal with DEECO, Inc. for the annual emissions testing required at the Waste to Energy Facility.

4.7 SWD-Bridge crane maintenance contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle
Contract renewal with WEMCO, Inc. for preventative maintenance and inspections of the Waste to Energy Facility's two bridge cranes.

4.8 SWD-Crane, hoist, trolley and lifeline maintenance contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle
Contract renewal with WEMCO, Inc. for the preventative maintenance and inspections of the Waste to Energy Facility's cranes, hoists, trolleys and lifelines.

4.9 5100 - Fleet Services - Toby's Body & Fender Contract Amendment

Prince, Thea, Giddings, Richard

Council Sponsor: CP Kinnear

Fleet Services would like to add \$75k to the total annual compensation for this contract.

Higher than anticipated usage and inflation have led to expenditures above the original contract dollar amount.

4.10 SWD-Analytical services contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle

Contract renewal with Anatek Labs, Inc. for testing of groundwater, leachate and other samples for the Waste to Energy Facility and landfills.

4.11 5300 Structured - Cohesity Replacement Nodes

Sloon, Michael

Council Sponsor: CM Bingle for new contract purchase with Structured Communication Systems for a Cohesity Node with support, three (3) years of Cohesity Dataprotect Subscription and Professional Services

4.12 Federally Funded Grind and Overlay P

Buller, Dan

Council Sponsor: Kinnear

This briefing paper is an update to a briefing paper for the above named projects which appeared on the April PIES agenda. Most of the information is the same but because it will have been more than 6 months since it appeared on PIES, this updated briefing paper is being submitted. These two projects, grind & overlay multiple arterials throughout the city as shown on the attached exhibits and includes ADA ramp replacement and full depth pavement repairs where needed.

4.13 MOA Between COS and NEPDA for ARP Gr

Papich, Mark

Council sponsor; CM Bingle

Spokane County awarded the NEPDA up to \$1,500,000 in ARP grant funds for reimbursement to the City of Spokane for the design and construction of the water transmission main in Freya between Garland and Wellesley. This MOA establishes the terms and conditions of reimbursement for design and construction costs during the project from the NEPDA to the City of Spokane.

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 in January, 2024.

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1 - Call to Order

2 - Approval of Minutes

Approval of October 23, 2023, meeting minutes

| For Decision

Attachments

[pies-minutes-2023-10-23.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
October 23, 2023

Call to Order: 1:16 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/877295747>

Attendance

Committee Members Present:

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

Committee Members Absent: None

Staff/Others Present:

Marlene Feist, Katherine Miller, Elizabeth Schoedel, Kristine Redmond, Eldon Brown, Jacqui MacConnell, Inga Note, Ryan Shea, Colin Quinn-Hurst, Kirstin Davis, Kristen Zimmer, Andrew Chanse, Garrett Jones, Nick Hamad, Spencer Gardner, Kim McCollim, Raylene Gennett, Marcia Davis, Rick Giddings, Eric Olsen, Jason Conley, Katie Kosanke, Aelx Gibilisco, Abbey Martin, Chris Wright, Erik Poulsen, Giacobbe Byrd, Nicolette Ocheltree, Mark Carlos, and Ginny Ramos.

Approval of Minutes

- Action taken
CM Cathcart moved to approve the minutes of the September 25, 2023 meeting; the motion was seconded by CM Zappone. The minutes were approved unanimously.

Agenda Items

Discussion items

1. Outside Counsel Contract Amendment
 - Action taken
CP Kinnear agreed to sponsor this item to move forward for formal Council consideration.
2. SBO- Q3 2023, Quarterly Range Change
 - Action taken
CM Wilkerson and CM Cathcart agreed to sponsor this item to move forward for formal Council consideration.

3. Amending Ordinance C-32457
 - Action taken
CM Wilkerson and CM Oelrich agreed to sponsor this item to move forward for formal Council consideration.
4. Ammo Value Blanket renewal
 - Action taken
CP Kinnear agreed to sponsor this item to move forward for formal Council consideration.
5. Inland Empire Way Study
 - Action taken
CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
6. WheelShare 2024 Request for Proposal
 - Action taken
CP Kinnear and CM Stratton agreed to sponsor this item to move forward for formal Council consideration.
7. Water - Sewer Rehabilitation Program
 - Action taken
CP Kinnear and CM Bingle agreed to sponsor this item to move forward for formal Council consideration.
8. Water Conservation Education and Out
 - Action taken
Presentation and discussion only, no action was taken.
9. GFCs October Update
 - Action taken
Presentation and discussion only, no action was taken.
10. Library Levy Lid Lift RES
 - Action taken
CM Zappone and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.
11. Park Ballot RES
 - Action taken
CM Zappone and CM Wilkerson agreed to sponsor this item to move forward for formal Council consideration.

Consent items

1. Purchase of High Performance Wheeled Fire Extinguishers & Covers
2. Evergreen StormH2O contract
3. DWSRF Loan Agreement - Spotted Road
4. RPWRF Emergency Elevator Repair
5. SWD-Kenworth truck lease extension
6. SWD-Contract renewal for boiler blasting services
7. SWD-Contract renewal for cylinder repairs
8. SWD-VB renewal for electrical crane parts

9. SWD-VB renewal/amendment for the purchase of HCL
10. SWD-Contract renewal for off-site grapple repairs
11. SWD-Value blanket renewal for VFD's
12. SWD-Contract renewal for on-site valve repairs
13. SWD-Contract renewal for analytical testing
14. SWD-Spokane County ILA Amendment

Executive session

None.

Adjournment

The meeting adjourned at 3:08 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 - Clark Lift Station Bypass ITB

Brown, Frederick

Council President Kinnear

PW ITB 6007-23 was issued to procure the Clarke Ave Lift Station Bypass. Inland Infrastructure, LLC was selected as lowest responsive bidder.

The emergency electrical system needs to be updated; a bypass is required to do that work. Backup power is not automatically available to the station in the event of an outage.

Attachments

[Briefing Paper Clark Lift Station Bypass ITB 6007-23_07102023 fb.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Fred Brown
Contact Email & Phone	fbrown@spokanecity.org
Council Sponsor(s)	CM Kinnear
Committee Date	November 27 th , 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award Clark Avenue Lift station Bypass Contract with Inland Infrastructure, LLC.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>PW ITB 6007-23 was issued to procure the Clarke Ave Lift Station Bypass. Inland Infrastructure, LLC was selected as lowest responsive bidder.</p> <p>The emergency electrical system needs to be updated; a bypass is required to do that work. Backup power is not automatically available to the station in the event of an outage.</p>
Proposed Council Action	Consent Agenda December 11 th , 2023
Fiscal Impact	
Total Cost: <u>\$353,350.75</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: Wastewater Management Maintenance 4320.43290.35148.54801.10090	
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 critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This proposal aligns with the City's Purchasing Policy.	

3.2

5 min

3.2 - Warehouse Roof ITB

Brown, Frederick

Council President Kinnear

PW ITB 6010-23 was issued to procure the Warehouse Roof Replacement. Guardian Roofing Company was selected as the winning contractor.

The Roof is leaking on this facility and needs to be replaced.

Attachments

[Briefing Paper Warehouse Roof ITB 6010-23_07102023 fb.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Fred Brown
Contact Email & Phone	fbrown@spokanecity.org
Council Sponsor(s)	CM Kinnear
Committee Date	November 27 th , 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to Warehouse Roof Replacement Contract with Guardian Roofing Company
Summary (Background) *use the Fiscal Impact box below for relevant financial information	PW ITB 6010-23 was issued to procure the Warehouse Roof Replacement. Guardian Roofing Company was selected as the winning contractor. The Roof is leaking on this facility and needs to be replaced.
Proposed Council Action	Consent Agenda December 11 th , 2023
Fiscal Impact	
Total Cost: <u>\$158,867.50</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: Wastewater Management CIP 4320.43290.35148.54801.10114	
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 critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This proposal aligns with the City's Purchasing Policy.	

3.3 - Burner Boiler Controls Upgrade ITB

Brown, Frederick

Council President Kinnear

PW ITB 6012-23 was issued to procure the burner and boiler controls upgrade contract.

McKinstry was selected as the lowest responsive and responsible contractor.

These boilers were installed in 1990 and replacement controls are no longer available and are not functioning properly.

Attachments

[Briefing Paper Burner Boiler Controls Upgrade ITB 6012-23 07102023 fb.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Fred Brown
Contact Email & Phone	fbrown@spokanecity.org
Council Sponsor(s)	CM Kinnear
Committee Date	November 27 th , 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award Burner and Boiler Controls Upgrade Contract with McKinstry
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>PW ITB 6012-23 was issued to procure the burner and boiler controls upgrade contract. McKinstry was selected as the lowest responsive and responsible contractor.</p> <p>These boilers were installed in 1990 and replacement controls are no longer available and are not functioning properly.</p>
Proposed Council Action	Consent Agenda December 11 th , 2023
Fiscal Impact Total Cost: <u>\$332,341.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Wastewater Management Maintenance 4320.43290.35148.54801.10088 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 critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This proposal aligns with the City's Purchasing Policy.	

3.4 - Water System Plan Approval

Davis, Marcia

Council Sponsor; CP Kinnear and CM Bingle

The updated Water System Plan has been reviewed by the Department of Health and the Department of Ecology and their comments have been addressed. The Water System Plan is ready for approval by City Council.

| For Decision

Attachments

[Nov 2023 PIES - Water System Plan Briefing Paper.docx](#)

[Resolution for WSP - 2023 adoption 111023.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Integrated Capital Management
Contact Name	Marcia Davis
Contact Email & Phone	mdavis@spokanecity.org 509-625-6398
Council Sponsor(s)	CP Kinnear and CM Bingle
Committee Date	11/27/2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Water System Plan
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane is required by the Washington State Department of Health (DOH) to develop a Water System Plan every 7 to 10-years (WAC-246-290-100). The previous Water System Plan was approved in 2016. The purpose of the Water System Plan is to demonstrate the City's water system is well positioned to provide efficient, high-quality service now and into the future with strong technical, managerial, and financial capacity.</p> <p>The DOH has reviewed the Water System Plan and verified their comments have been addressed. The DOH is prepared to approve the Water System Plan when they receive the resolution of Council's approval.</p> <p>A copy of the Water System Plan is located on the City SharePoint at 2023 Water System Plan Final.pdf</p>
Proposed Council Action	Approve Water System Plan by resolution
Fiscal Impact Total Cost \$0 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: N/A 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) N?A The plan describes current operations of the Water Department and how these operations will proceed in the future. No changes to operations staffing, work or methods was evaluated or described.	
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.

RESOLUTION

A RESOLUTION relating to the final adoption of the City of Spokane Water System Plan dated September 27, 2023, and submittal for final approval by the Washington State Department of Health.

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

WHEREAS, it is in the public interest to maintain a current Water System Plan to help ensure the continued, reliable delivery of safe drinking water at reasonable cost, protect the water resource and aquifer, facilitate economic growth, and foster coordination with adjacent water purveyors; and

WHEREAS, a Water System Plan provides guidance and planning information used by City staff in developing the 20-year capital facility plan for water (RCW 36.70A.070), financial projections for rate evaluations, and the annual Six Year Capital Program for Water update; and

WHEREAS, the Water System Plan was presented to City Council PIES Committee on April 9, 2023, final submittal to Washington State Department of Health, as required by state law; and

WHEREAS, neighboring jurisdictions and the Washington State Department of Health has reviewed the City's Water System Plan and provided comments in its letter dated July 24, 2023; and

WHEREAS, Washington State Department of Ecology provided comment in its letter dated May 10, 2023; and

WHEREAS, the Water System Plan dated September 27, 2023, has been revised to respond to comments received from both consistency review and Washington State Department of Health and is now ready to be approved in final form; and

WHEREAS, the City Council of the City of Spokane finds implementation of the Plan to be in the public interest; -- NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that the Water System Plan: _____, incorporated herein, is hereby adopted and approved.

Adopted and approved by City Council _____, 2023

City Clerk

Approved as to Form:

Assistant City Attorney

3.5

5 min

3.5 - Highway Safety Improvement Program Grant

Note, Inga

Council Sponsor ; CM Bingle Transportation safety grant for locations with serious/fatal crash history. Applications due in February, 2024.

| For Discussion

Attachments

[HSIP PIES Briefing_112723.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	11/27/23
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Highway Safety Improvement Program
Summary (Background)	<p>WSDOT has announced the next round of Highway Safety Improvement Program funds. The City of Spokane previously received funding for the Division Ped Hybrid Beacons (2020) and Arterial Ped Hybrid Beacons (2022).</p> <p>City staff screens project ideas based on crash history or a risk assessment. Likely project candidates will be presented at the meeting. Applications are due February 2, 2024.</p>
Proposed Council Action	none
Fiscal Impact	<p>Total Cost: <u>\$0</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 type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) 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 - SBO - Solid Waste Disposal & Collect

Averyt, Chris

Council Sponsor; CP Kinnear

| For Discussion

Attachments

[Briefing Paper - Solid Waste SBO.docx](#)

[SBO - Solid Waste Disposal _ Collection.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Solid Waste Disposal & Collection
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org 625-6540
Council Sponsor(s)	CP Kinnear
Committee Date	November 27, 2023
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5:00
Agenda Item Name	SBO – Solid Waste Disposal & Collection Year-end Budget needs
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Solid Waste Disposal and Solid Waste Collection is requesting Council’s approval of a SBO to transfer \$1,275,000 from the Solid Waste reserves to the following accounts:</p> <ul style="list-style-type: none"> • \$500,000 to Solid Waste Collections Operating Budget for Fleet Services • \$500,000 to Solid Waste Collections Recycling Budget for Fleet Services <p>October Fleet billings received in early November were three times the normal planned expenses due to a billing catch-up from the Fleet Department. Because of these billings we will be \$1,000,000 short.</p> <ul style="list-style-type: none"> • \$275,000 to Solid Waste Disposal for Insurance Premiums <p>There was a large insurance premium increase not known at time of 2023 budget adoption.</p>
Proposed Council Action	Approval of the SBO to create the necessary budget capacity for billings.
Fiscal Impact	<p>Total Annual Cost: \$1,275,000 Total Cost Remaining This Year: \$1,275,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Solid Waste Fund Reserves</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Budget in 2024 has been updated with increases.</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	N/A

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

N/A

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

N/A

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

N/A

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 Solid Waste Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$1,275,000
- A) Of the increased appropriation, \$1,000,000 is provided solely for Fleet Services for Solid Waste Collections operations and recycling.
- B) Of the increased appropriation, \$275,000 is provided solely for Insurance Premiums for Solid Waste Disposal.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from greater-than-expected billings from other Departments in the Solid Waste Fund and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

3.7

5 min

3.7 - Golf Course Irrigation Conservation

Feist, Marlene

Council Sponsor; CP Kinnear

This ordinance would provide additional clarity around the Golf Course Irrigation Conservation Credit, providing specificity on what's available for different sized courses.

Attachments

[Briefing Paper PIES Golf Course Irrigation Conservation Credit.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)	CP Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Resolution to ratify emergent support for Airway Heights
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Good water stewardship and conservation measures are a priority for the City and the Water Department. In 2009, the City Council adopted a Golf Course Irrigation Conservation Credit. Golf courses are significant users of water for irrigation, and this credit allows for a rate discount if a course uses less than 40 million gallons of water in a year.</p> <p>Several courses have achieved this goal and have received the credit over the years, including our own City courses where substantial irrigation upgrades have been installed. At this time, we believe some additional clarity around the credit is needed.</p> <p>This ordinance would clarify that full-length, 18-hole golf courses qualify for the credit if they use less than 40 million gallons of water in a year. A full-length 9-hole course also could qualify if they use less than 20 million gallons in a year. Additionally, the ordinance clarifies that Par 3 or mini golf courses are not eligible for the credit.</p>
Proposed Council Action	Pass updated Golf Course Irrigation Conservation Credit
<p>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.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all 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?

This ordinance clarifies the Golf Course Irrigation Conservation Credit so we are providing appropriate discounts based on size of course. Incentivizing conservation helps protect water resources and keep costs more affordable by lessening the need to expand infrastructure. Additionally, ensuring customers pay their fair share is critical for ensuring equity.

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?

This ordinance is consistent with the Council's direction around water conservation, drought response, and similar actions. It is also consistent with the Water System Plan.

3.8 - West Central Infrastructure Project

Quinn-Hurst, Colin

Council Sponsor; CM Stratton and CM Zappone

This is a contract with Kittelson & Associates, Inc. to assess neighborhood needs, conduct economic impact analysis, engage residents, and develop project concepts for public infrastructure and multi-modal right-of-way improvements in the West Central Neighborhood.

| For Discussion

Attachments

[Briefing Paper_PIES_WCIP_11.27.23.docx](#)

[23-233b Kittelson Assoc. Consultant Contract -.docx](#)

[Scope of Work - West Central.pdf](#)

[5897-23 RFQu -West Central Infrastructure Project -20230612.pdf](#)

[RES 2023-0019 WQTIF.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Planning & Economic Development Services
Contact Name	Colin Quinn-Hurst
Contact Email & Phone	cquinnhurst@spokanecity.org ; 509-625-6804
Council Sponsor(s)	CM Stratton and CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	West Central Infrastructure Project
Summary (Background) *use the Fiscal Impact box below for relevant financial information	This is a contract with Kittelson & Associates, Inc. to assess neighborhood needs, conduct economic impact analysis, engage residents, and develop project concepts for public infrastructure and multi-modal right-of-way improvements in the West Central Neighborhood.
Proposed Council Action	Approval
Fiscal Impact	
Total Cost: \$266,814 with \$33,186 set aside for Admin Reserve for a total amount of \$300,000.	
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: Planning General Fund	
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?	
The recommendations of this project would support improved accessibility for residents in a historically underserved neighborhoods. Through multi-modal facilities and public right-of-way improvements, the proposals of this project would connect sidewalk, bikeway and pathway networks, and provide arterial crossings and improvements throughout the West Central Neighborhood. These gaps in walk and bike facilities previously created barriers separating residents from parks, amenities and services. Recommended will also foster conditions supporting future development of a range of housing and commercial investments that would be more immediately accessible and available to nearby residents.	
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 West Central Infrastructure Project will build on baseline data identifying existing demographics and land-use characteristics within the West Central Neighborhood, focusing on measures of Social Vulnerability as provided by the Centers for Disease Control. The study will also identify gaps in	

accessible infrastructure, seeking direct feedback from neighborhood residents on resulting proposals through social mapping exercises, surveys and community meetings.

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

This project will assess baseline conditions at focus areas, addressing transportation patterns, gaps and conditions. The project will include multiple rounds of public engagement consisting of questionnaires, surveys, and online mapping activities, as well as public meetings and presentations. A Technical Advisory Committee made up of City, County, and agency representatives from the project area will provide guidance and feedback throughout the study. A Project Advisory Committee made up of residents and representatives of neighborhood organizations and businesses will also provide guidance and review throughout the project. Feedback obtained through these efforts will inform the selection of proposed solutions and policy recommendations. Subsequent investments, plans, policy changes and studies will be measured using these methods to determine changes as compared to baseline conditions.

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?

Chapter 3, Land Use:

- LU 2: Public Realm Enhancement
- LU 3: Efficient Land Use
- LU 4: Transportation
 - LU 4.6: Transit-Supported Development

Chapter 4, Transportation:

- TR 2: Transportation Supporting Land Use
- TR 5: Active Transportation
- TR 6: Commercial Center Access
- TR 7: Neighborhood Access
- TR 9: Promote Economic Opportunity

Chapter 7, Economic Development:

- ED 2: Land Available for Economic Activities
- ED 3: Strong, Diverse, and Sustainable Economy

This project also aligns with previous studies and plans conducted by the West Central Neighborhood, the City of Spokane, and the Spokane Transit Authority that propose investments in public infrastructure that improves accessibility and safe travel for all neighborhood residents. These studies include [Connect Spokane: A Comprehensive Plan for Public Transportation](#) (2022), the [Chestnut-Elm Neighborhood Greenway Study](#) (2022), the [Dutch Jake's Park Master Plan](#) (2016), the West Central Neighborhood Action Plan (May 2012), and the [West Central Neighborhood Assessment](#) (2005).



City of Spokane
CONSULTANT AGREEMENT
**Title: WEST CENTRAL
INFRASTRUCTURE PROJECT**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **KITTELSON & ASSOCIATES, INC.**, whose address is 202 East Spokane Falls Blvd., Suite 303, Spokane, Washington 99202 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide the Planning and Design Services of the West Central Infrastructure Project, and

WHEREAS, the Consultant was selected from a Request for Qualifications No. 5897-23 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on November 8, 2023, and ends on December 31, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the Parties.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **TWO HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED FOURTEEN AND NO/100 DOLLARS (\$266,814.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to Planning Services and Economic Development, Sixth Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

With respect to professional services, the Consultant shall indemnify, and hold the City and its officers and employees harmless from damages, liabilities, judgments or costs, including reimbursement of reasonable attorney's fees and litigation costs, to the extent such damages, liabilities, judgments or costs are caused by the Consultant's negligent acts, errors, omissions or willful misconduct in the performance of this Agreement. The Consultant's obligation to indemnify and hold harmless the City and its officers and employees does not include a duty to defend.

With respect to liability other than that arising out of professional services, the Consultant shall defend, indemnify and hold harmless the City, its officers and employees from damages, liabilities, judgments, or costs, asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or other tortious acts under this Agreement, including reasonable attorneys' fees and litigation costs.

Nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from damages, liabilities, judgments or costs based upon the negligence of the City, its agents, officers, and employees. If such damages, liabilities, judgments or costs are caused by or result from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees.

The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any

obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

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

23. TERMINATION.

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

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

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

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

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

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

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

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

KITTELSON & ASSOCIATES, 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:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – Scope of Work

23-233b

EXHIBIT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

WEST CENTRAL

SCOPE OF WORK

CONSULTANT TEAM

- Kittelson and Associates, Inc. (Kittelson)
- Cascadia Partners (Cascadia)
- Coffman Engineers (Coffman)
- SPVV Landscape Architects (SPVV)

CODESIGN TEAM

CO-DESIGN TEAM COMMUNICATION FRAMEWORK

The City project manager will provide regular, direct communication with Kittelson's project manager as well as final direction for the team.



PROJECT MANAGEMENT TEAM (PMT)

City Project Manager with representatives from:

- The City Planning and Economic Department
- The City Integrated capital Management Department (ICM)
- REACH West Central
- West Central Neighborhood Council (WCNC)
- West Quadrant Tax Increment Finance District Neighborhood Project Advisory Committee (NPAC)

The PMT will attend bi-weekly meetings covering project status, coordination items, and key outcomes from outreach efforts.



PUBLIC ADVISORY COMMITTEE (PAC)

Established with input from PMT to include:

- Residents
- Businesses
- Property owners
- Neighborhood agencies
- Non-profit organizations

The PAC will participate in collaborative work sessions that solicit local expertise and inform decisions. They will also meet to review draft deliverables and report back on how their input was incorporated.



TECHNICAL ADVISORY COMMITTEE (TAC)

Established with input from PMT to include:

- Spokane Transit Authority
- Spokane County
- Spokane Regional Transportation Council
- Staff representatives from City department

The TAC will meet at key project milestones to provide technical guidance and review deliverables.

THE NEIGHBORHOOD	OTHER AGENCIES	DECISION-MAKING BODIES
<i>We aim to reach as many people as possible by attending local events or other areas where people are already congregating, like transit stops and the community center. We will establish shared values and identify opportunities and barriers; garner feedback on proposed projects; and report back on how we incorporate their input.</i>	<i>This will include developers and work groups. We will engage these people as necessary to share specific technical information and inform the PAC and TAC.</i>	<i>This includes the Neighborhood Project Advisory Committee, who will receive updates at key milestones as determined by the PMT.</i>

KEY ASSUMPTIONS

- The project will be 18 months in duration.
- All work sessions will be hybrid (in-person with virtual option).
- The TAC will be invited to attend regular monthly meetings with the PMT at key milestones (called out under relevant tasks).
- PAC work sessions will be 2 hours in length.
- Utility and landscape assessments will only be conducted for the 8 to 12 concept designs as a level necessary to complete the 10% concept design.
- City will coordinate with Developer Services, Water Department, and Sewer Department to provide existing utility information (such as age, material, estimated condition) and as-built plans only within the estimated concept design limits.
- City will reserve rooms and pay any fees for in-person work sessions.

TASK 1 – PROJECT MANAGEMENT

Task Purpose: Adhere to schedule and budget and verify deliverables are meeting the needs of the community.

Kick Off Meeting. Consultant will prepare for and conduct a two-hour in-person kickoff meeting with the Project Manager and PMT. At that meeting Consultant will:

- Review and refine co-design process workflow and schedule.
- Define project limits/priority area
- Define rolls and responsibilities
- Identify members for the PAC and TAC

Work Plan/Schedule. Consultant will develop a work plan using an on-line scheduling system (Smartsheet) that identifies critical project milestones including review periods, task leads, percent complete, and any comments. The Work Plan will be developed using an on-line scheduling tool (Smartsheet) that allows all team members access to monitor progress and add comments. The work plan will be maintained and updated as necessary throughout the project. Potential changes in the project schedule will be communicated to and confirmed by the PMT as soon as Consultant is aware that they may need to occur.

Contract Administration. Consultant will hold hour long, monthly check ins with PMT covering project status, deliverables, coordination items, and key outcomes. Consultant will provide monthly invoices and progress reports to the City Project Manager.

Task 1 Deliverables:

- Kickoff meeting agenda, materials, and meeting notes.
- Draft and final work plan/schedule
- Emailed agendas and action items for PMT calls (18 – 1 per month – 18 months)
- Monthly invoices and progress reports (18)

TASK 2 – COMMUNITY AND STAKEHOLDER ENGAGEMENT

Task 2.1 Public Involvement Plan

Consultant will develop a Public Involvement Plan (PIP) that includes activities that are commensurate with the resources available for this task. The PIP will include:

- A summary of the most recent demographic data from the US Census and the SRTC Regional Equity Index.
- A matrix identifying the types of stakeholders that will be involved in the project, their roles and responsibilities, and their anticipated levels of involvement
- Communication framework
- Engagement tools/activities and objectives for each type of engagement
- Identification of partnership opportunities with community organizations, community leaders, and other partner agencies
- Equity and social justice considerations

As part of the PIP, Consultant will develop and maintain a contact/comment database in Excel. The database will be used to distribute project information and document comments

received on the project. It will be searchable based on key characteristics including comment source, contact information, comment type, response, and locality.

Consultant will present Draft PIP to the PAC at a work session for feedback. The feedback will be incorporated into a Final PIP.

Task 2.2 – In-Person and Virtual Engagement

The scope of work includes three community outreach events. Final outreach and engagement strategies will be selected in consultation with the PMT as part of the PIP and will be commensurate with the resources available.

- **Community Charrette #1.** The purpose of this event will be to share key findings from the Draft Preliminary Engineering Report. This will facilitate community consensus around project locations, design element selection, and project prioritization.
- **Community Outreach Event #2.** The purpose of this event is to report back to the community on how their comments are reflected in the refined list of potential TIF projects and locations based on feedback gathered during the charrette. The community will help prioritize projects informed by findings from the Development Feasibility Analysis.
- **Outreach Event #3.** The purpose of this event is to share draft conceptual design packages of priority projects to gather feedback and help refine final concepts.

To support the selected in-person and hybrid activities, Consultant will develop the following or their equivalent:

- **Community Charrette #1**
 - Draft and Final GIS-based Story Map with feedback forms for posting to relevant PMT, PAC and TAC websites and sharing with the community
 - Draft and Final Display Boards/Meeting materials
 - Draft and Final Interactive Map for community to identify “locations” of concern
 - Draft and Final Feedback Form/Survey – electronic and paper version
 - Draft and final social media post (1) for PMT, PAC, and TAC to use to advertise outreach events
 - Draft and Final Project Fact Sheet (for e-mail distribution by PMT, PAC and TAC)
 - Logistics for and attendance at two (2) existing community events or pop-up events or the equivalent (2 hours each)
 - Draft and Final meeting summary
 - Draft and Final meeting summary
- **Community Outreach Event #2**
 - Draft and Final GIS-based Story Map with feedback forms for posting to relevant PMT, PAC and TAC websites and sharing with the community
 - Draft and Final Display Boards/Meeting materials
 - Draft and Final Interactive Map for community to identify “locations” of concern
 - Draft and Final Feedback Form/Survey – electronic and paper version
 - Draft and final social media post (1) for PMT, PAC, and TAC to use to advertise outreach events
 - Draft and Final Project Fact Sheet (for e-mail distribution by PMT, PAC and TAC)
 - Logistics for and attendance at two (2) existing community events or pop-up events or the equivalent (2 hours each)
 - Draft and Final meeting summary

- Draft and Final meeting summary
- **Community Outreach Event #3**
 - Updated Draft and Final GIS-based Story Map for posting to relevant PMT, PAC and TAC websites and sharing with the community
 - Draft and Final Feedback Form – electronic and paper version
 - Draft and Final Display Boards/Meeting materials
 - Draft and final social media posts (1) and press release PMT, PAC and TAC members to use to advertise outreach events
 - Draft and final PowerPoint Presentation for use at outreach events
 - Draft and Final Project Fact Sheet (for e-mail distribution by PMT, PAC and TAC)
 - Logistics for and attendance at two (2) existing community events or pop-up meetings or the equivalent (2 hours each)

Consultant will provide a draft and final summary for each round of community engagement, highlighting key findings, for posting on the PMT, PAC and TAC relevant web page and electronic distribution.

Task 2 Deliverables

- Draft and final PIP
- Meeting agenda, presentation, and summary for one work session
- Draft and final StoryMap (3 - one for each engagement phase)
- Draft and Final Display Boards/Meeting materials (3 – one for each engagement phase)
- Draft and final Survey
- Draft and final media posts (3)
- Draft and final PowerPoint Presentation for use at outreach events (3 - one for each engagement phase)
- Draft and final Fact Sheet (3- one for each engagement phase)
- Draft and final engagement summaries (3- one for each engagement phase)

TASK 3 – PRELIMINARY DESIGN REPORT

Task 3.1 Existing Conditions

Consultant will summarize the planning history of areas within the West Quadrant Tax Increment Finance (WQTIF) district to inform development of an initial project list, project map and preliminary development of project illustrations.

Consultant will gather readily available demographic, land use, traffic, roadway, and crash data provided by the City for the study area. No new traffic counts will be collected. Using GIS, Consultant will develop the transportation network and conduct a high level multimodal technical analyses based on the data and aerial photography to include:

- A summary of available crash data (by mode of travel) by frequency and rate, highlighting locations with notable safety issues and identifying potential crash patterns and trends.
- A matrix of West Central streets including traffic volumes (daily and key peak periods), vehicle classifications, street widths, and speed limits, to the extent is available.

- Key destinations that generate pedestrian/bicycle volumes, especially for vulnerable users (older adults and children)
- Transit routes
- Sidewalks
- Overview of existing utilities and stormwater facilities in areas limited to identified concept designs. Includes site visit to each conceptual design site, research of City GIS database, review of City as-builts, and limited coordination with City Utility Departments and identified private utility purveyors.
- Overview of landscaping in area

Task 3.2 Evaluation Criteria

Consultant will develop a set of evaluation criteria to facilitate project selection and prioritization. The first set of criteria will be “fatal flaw” evaluation criteria that can efficiently rule out projects that aren’t feasible and help manage community expectations, which will let the team focus on projects that can be built. Example criteria might include:

- Does not meet community goals.
- Requires significant private property acquisition.
- Requires significant utility relocation.
- Doesn’t accommodate existing or future traffic.
- Creates an unsafe condition.

Remaining projects would then go through a more refined set of evaluation criteria that will be used to inform the alternative selection and project prioritization process. Criteria is expected to be a mix of quantitative and qualitative metrics related to:

- Connectivity key destinations.
- Level of stress (LTS) scores.
- Crash history.
- Roadway characteristics, such as traffic volumes and speed.
- Utilities.
- Drainage.
- Landscaping/Placemaking.
- Constructability.
- Planning-level costs.
- Operation and maintenance costs (i.e., landscaping, green infrastructure, signage, striping, and snow removal).
- Community support.

Key findings from the existing conditions analysis and the draft criteria will be reviewed at the regular PMT monthly meeting and the TAC will be invited to attend. There will also be a work session with PAC following the joint PMT/TAC meeting. Feedback from these work sessions will be used to refine finalize evaluation criteria.

Task 3.3 Develop the West Central Design Toolbox

Consultant will develop a Design Toolbox that will provide a menu of typical traffic calming and landscape elements that could be incorporated into a project. The menu of options will identify

the problem each “tool” addresses and outline its “pros” and “cons.” A joint work session will be held with PMT/TAC during the regular monthly meeting on the draft toolkit before it is finalized.

Task 3.4 Initial Project List

An initial list of projects will be developed based on information from the existing conditions analysis that identifies areas with contributing risk factors and projects previously authorized by the 2007 WQTIF ordinance (Ordinance C34032). A work session with PAC will be held to refine the initial project list.

Task 3.5 Preliminary Design Report

The Preliminary Design Report will compile previous tasks into a summary narrative with a matrix of recommended projects. Draft visualizations including maps, illustrations, and diagrams will be used to support communication with community members. The Draft Design Report will be used to begin conversations with the public as part of the Community Charrette #1 to review proposed projects and identify additional projects that should be considered.

Based on the community feedback from Charrette #1, the Consultant will conduct a field visit of up to 12 project locations, inviting members from the PMT, PAC, TAC. Consultant will prepare a checklist for the field review to document observations, challenges, and opportunities that could affect the design and implementation of any recommendations. Consultant will prepare a summary map of existing issues at each project area with pavement markings, signs, gaps in sidewalks, missing wheelchair ramps, utility, drainage, and landscape related concerns for use in refining the project list and to inform Concept Design packages.

The monthly meeting with the PMT will be used to refine the project list for the final Preliminary Design Report.

Deliverables

- Draft Preliminary Design Report including initial list potential project locations and types
- Design Elements Toolbox
- Final Preliminary Design Report including refined list of potential projects

TASK 4—DEVELOPMENT FEASIBILITY ANALYSIS

Consultant will lead a development feasibility and impact analysis to determine the market response and relative economic impact of potential projects identified in the Preliminary Design Report. The analysis will include:

- A literature review to understand the property value impacts of various public infrastructure investments.
- Up to five (5) interviews with local developers or general contractors to better understand market conditions, development and construction costs, and the impacts that certain types of infrastructure or project locations have had on the value of nearby properties.
- Three (3) investment scenarios. Based on the anticipated property value impacts identified, Consultant will estimate the impact of the public investments on local property values and the subsequent impact of changed property values on redevelopment potential, likely in the form of a residual land value analysis. Such an analysis will combine information like parcel sizes, development standards, allowed uses, property values, and construction costs

as well as estimate the residual land value remaining following redevelopment, with higher values meaning higher redevelopment pressure. The redevelopment analysis will yield information about the number of workers, residents, and new public and private investment that could result from each investment scenario. Using these outputs, Consultant will run each scenario through an input-output model, such as the Bureau of Economic Analysis (BEA) Regional Input-Output Modeling System (RIMS II).

- A fiscal revenue analysis to determine potentially increased tax revenue based on assumed levels of redevelopment and creating new taxable property value. This information will be presented in a "report card" for each of the three scenarios, communicating its performance across the analyses in a visual format that can be shared with a variety of audiences.
- A list of criteria by which to score development scenarios. These criteria will be used in tandem with the outputs from the economic impact, redevelopment, and fiscal revenue analysis. The intent of this approach is to analyze potential projects, not just against their impact on redevelopment potential, but also in terms of their impact on equitable development concerns.

Information will be presented as part of the Community Engagement Event #2 to assist with the project prioritization process.

A joint work session with the PMT, PAC and TAC (in addition to the regular monthly meeting) will be held to prioritize projects.

Deliverables

- Draft and Final Development Feasibility Analysis

Task 5 Draft and Final Concept Design Packages

Consultant will develop conceptual design packages for the top 8 to 12 priorities. The final number of conceptual design packages may vary slightly based on the complexity and extent of the top-ranked projects and be commensurate with the resources available for this task. Kittelson will prepare a horizontal concept plan (10% detail) using aerial photography as the base map for each improvement. The 10% concept will include a brief narrative and proposed improvements within the right of way, landscaping, utility notes, and drainage features at a level sufficient detail to provide planning-level opinion of cost estimates for each project, or grouping of projects, for incorporation into the City's Capital Facilities Plan and Six-Year Comprehensive Streets Program.

Consultant will lead a joint PMT/TAC joint work session during the regular monthly meeting to review draft conceptual design packages before finalizing.

Deliverables

- Draft and Final Conceptual Design Packages with planning level cost estimates and narratives

TASK 6—PRESENTATIONS, REPORT, AND FINAL DELIVERABLES

Kittelton will compile all previous deliverables into a concise public facing document, the Community Vision Report, with technical appendices. This report will convey the community's needs, with the intent to direct TIF money to these needs and communicate the importance to public representatives. It will also include next steps and strategies for implementing various recommendations with proposed timelines and identification of who should be responsible for each item or whose coordination is critical. Graphics and maps will clearly convey key findings from the analysis and project recommendations. The report will also include a summary of other potential funding opportunities to help accelerate implementation.

Consultant will develop a preliminary draft for review by the PMT during the regular monthly meeting. Based on feedback, a public review draft will be released. During the regular monthly meeting, a joint work session with the PMT and PAC will be held to review public comments prior to finalizing the report.

Deliverables

- Preliminary Draft
- Public Review Draft Report
- Final Report
- Draft and Final Presentation Materials
- Project Close Out Files (all files in Microsoft Word, Microsoft Excel, Adobe PDF, and CAD, as applicable)

Project Name: West Central
 Project Manager: Wende Wilber
 KAI Project Number:
 Date: October 9, 2023

LABOR ESTIMATE - West Central

Task	Notes	Staff	Steyn, Hermanus	Wilber, Wende	Foster, Nick	Semier, Conor	Gross, Nick	Wismer, Fred	Davies, Anthony	Parrish, Corrie	Rhyne, Steven	Marks, Jennifer	Milacek, McKenna	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			HJS	WLW	NMF	CMS	NHG	FSW	ARD	CNP	SJR	JZM	MSM		
001 Project Management															
	<i>Kick Off Meeting (2 hours - In person)</i>			4					3	2			4	13	\$2,875
	Work Plan/Schedule and updates			1						2			2	5	\$1,045
	<i>Monthly Check Ins PMT (hybrid) - 1 hour Meetings with Agenda and Action Item Summary</i>			18			4			4			32	58	\$12,130
	Monthly Progress Reports (18)		2	9										11	\$3,215
	Reimbursable Expense														\$10,813
	Task #001 - Subtotal		2	32	0		4	0	3	8	0	0	38	87	\$30,078
002 Community and Stakeholder Engagement															
	2.1 Public Involvement Plan														
	Draft Plan			0.5						1				1.5	\$358
	<i>Work Session with PAC - 2 hours</i>			3								3		6	\$1,350
	Final Plan									1				1	\$215
	Contact and Comment Database Set Up and Maintenance													0	\$0
	Engagement Activities													0	\$0
	Event #1													0	\$0
	StoryMap/Interactive Map and Display Boards			1						1	8			10	\$2,020
	Draft and Final Surveys (1)			0.5						1			2	3.5	\$688
	Attendance at 2 community meetings (or equivalent) - 2 hours each			8								8		16	\$3,600
	Draft and Final Flyer			0.5										0.5	\$143
	Social Media Post									1				1	\$215
	Draft and Final Meeting Summary			0.5						1			4	5.5	\$1,018
	Event #2													0	\$0
	StoryMap and Display Boards			1							2		2	5	\$995
	Draft and Final Comment Form (1)									2				2	\$430
	Attendance at 2 community meetings (or equivalent) - 2 hours each			8								8		16	\$3,600
	Draft and Final Flyer			0.5						1				1.5	\$358
	Social Media Post									1				1	\$215
	Draft and Final Meeting Summary									2			4	6	\$1,090
	Event #3													0	\$0
	StoryMap and Display Boards			1						2	2		2	7	\$1,425
	Draft and Final Comment Form (1)									1				1	\$215
	Attendance at 2 community meetings (or equivalent) - 2 hours each			8								8		16	\$3,600
	Draft and Final Flyer			0.5						1				1.5	\$358
	Social Media Post									1				1	\$215
	Draft and Final Meeting Summary									2			4	6	\$1,090
	Reimbursable Expense														\$38,125
	Task #002 - Subtotal		0	33	0		0	0	0	19	12	0	45	109	\$61,320
003 Preliminary Design															
	Existing Conditions														
	Data Gathering										2		6	8	\$1,370
	Analysis						4		6		12		24	46	\$8,390
	Evaluation Criteria														
	Draft Evaluation Criteria			1			2						2	5	\$1,045
	Draft and Final PowerPoint			1									4	5	\$945
	Work Session with PAC			3					3				3	9	\$1,995
	Design Toolbox														
	Draft Toolbox - Traffic calming and landscape elements					2	2		2	2	8		8	24	\$4,700
	Final Toolbox			1			1				4		4	10	\$1,920
	Initial Project List														
	Project List			1			2		2	2			6	13	\$2,565
	<i>Work session PAC</i>			3			2		3					8	\$1,930
	Preliminary Design Report														
	Draft Preliminary Design Report		2	2	2		2		4	4	16		32	64	\$12,180
	Neighborhood Walk Checklist						1			2			2	5	\$975
	Neighborhood Walk (12 project locations)			8					8				8	24	\$5,320
	Final Preliminary Design Report			1			2		2	3	8		16	32	\$5,950
	Reimbursable Expense														\$28,456
	Task #003 - Subtotal		2	21	2	2	18	0	30	13	50	0	115	253	\$77,741

LABOR ESTIMATE - West Central

Task	Notes	Staff	Steyn, Hermanus	Wilber, Wende	Foster, Nick	Semler, Conor	Gross, Nick	Wisner, Fred	Davies, Anthony	Parrish, Corrie	Rhyne, Steven	Marks, Jennifer	Milacek, McKenna	WORK TASK/ TASK HOURS	WORK TASK/ TASK COST
			HJS	WLW	NMF	CMS	NHG	FSW	ARD	CNP	SJR	JZM	MSM		
004	Development Feasibility Analysis														
	Literature review													0	\$0
	Interviews (5)			5										5	\$1,425
	Investment Scenarios									1				1	\$215
	Redevelopment and Fiscal Revenue Analysis									1				1	\$215
	Draft Development Feasibility Analysis			1						1				2	\$500
	<i>Joint Work Session with PMT/PAC/TAC</i>			3										3	\$855
	Final Development Feasibility Analysis									1				1	\$215
	Reimbursable Expense														\$28,950
	Task #004 - Subtotal		0	9	0	0	0	0	0	4	0	0	0	13	\$32,375
005	Concept Design Package														
	Draft Concepts			1		2	8	2	8	2	24		32	79	\$15,055
	Final Concept								2	2	12		24	40	\$7,100
	Reimbursable Expense														\$14,069
	Task #005 - Subtotal		0	1	0	2	8	2	10	4	36	0	56	119	\$36,224
006	Report														
	Preliminary Draft Report			2	2		2	2	4	4	8	16	24	64	\$11,580
	Draft and Final Presentation			1						1			4	6	\$1,160
	Public Review Draft			1			1		1	2	6	4	12	27	\$4,865
	Final Report			1					1	2	6		12	22	\$4,050
	Project Close out										1		1	2	\$355
	Reimbursable Expense														\$7,066
	Task #006 - Subtotal		0	5	2	0	3	2	6	9	21	20	53	121	\$29,076

	TOTAL HOURS	LABOR RATE	LABOR COST											TOTAL HOURS	TOTAL LABOR
	4			4	4	33	4	49	57	119	20	307		702	\$139,335
	\$325.00	\$285.00	\$245.00	\$285.00	\$215.00	\$245.00	\$215.00	\$215.00	\$215.00	\$190.00	\$150.00	\$165.00			
	\$1,300	\$28,785	\$980	\$1,140	\$7,095	\$980	\$10,535	\$12,255	\$22,610	\$3,000	\$50,655				

Rates shown above are for budgeting purposes only. Additional staff may be billed at the time services are performed.

TOTAL REIMBURSABLES	
	\$127,479
TOTAL KAI FEES	
	\$266,814

The Request for Qualifications and winning proposal is included below for reference.



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

REQUEST FOR QUALIFICATIONS

<p><u>RFQu NUMBER:</u> 5897-23</p> <p><u>RFQu TITLE:</u> West Central Infrastructure Project</p> <p><u>RFQu COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department</p> <p><u>PRE-PROPOSAL CONFERENCE:</u> THURSDAY, JUNE 22, 2023 <u>TIME:</u> – 10:30 A.M.</p> <p><u>QUESTION DEADLINE:</u> MONDAY, JULY 10, 2023</p> <p style="text-align: center;"><u>TIME:</u> 1:00 P.M.</p>	<p><u>PROPOSAL DUE DATE:</u> MONDAY, JULY 24, 2023</p> <p style="text-align: center;"><u>TIME:</u> 1:00 P.M.</p> <p><u>PROPOSAL SUBMITTAL:</u> All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.</p>
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1. GENERAL INFORMATION

1.1 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled to be held on **Thursday, June 22, 2023 at 10:30 a.m., local time, at City Hall, 808 W. Spokane Falls Blvd, Spokane, WA 99201 on the first floor in the Tribal Conference room or virtually via MS Teams, login information below.** All prospective Proposers should attend; however, attendance is not mandatory.

Here are the links to attend virtually:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 273 070 262 415

Passcode: 3mVHDx

Or call in (audio only)

[+1 323-618-1887,550767598#](tel:+13236181887550767598) United States, Los Angeles

Phone Conference ID: 550 767 598#

Questions and answers will be issued by Addenda through the City of Spokane's online procurement system portal <https://spokane.procurement.com>. The City shall be bound only to written answers to questions. Any oral responses given at the Pre-Proposal Conference shall be considered unofficial.

1.2 COMMUNICATION

All communication between the Proposer and the City of Spokane shall be with the Request for Qualifications Coordinator and submitted through the 'Clarifications' tab in the City's online procurement system portal: <https://spokane.procurement.com>. Any communication directed to other parties is prohibited.

1.3 PURPOSE AND BACKGROUND

The City of Spokane, through its Planning and Economic Development Department (hereinafter "City"), initiates this Request for Qualifications (hereinafter "RFQu") to solicit Proposals from a Firm (Consultant Team) to provide expertise in support of the planning and design of infrastructure improvements in the West Central Neighborhood portion of the West Quadrant Tax Increment Finance District (WQTIF).

This project carries out the priorities identified for the WQTIF district in originating legislation, Ordinance C34032 in 2007 and Ordinance C35870 in 2020, guided by the West Central Neighborhood Council, REACH West Central, and the WQTIF Neighborhood Project Advisory Committee (hereinafter "NPAC").

To address the West Central Neighborhood's condition as one of the most impoverished in Spokane and the State of Washington, the City of Spokane created the WQTIF district in 2007 to raise funds for public infrastructure and community development projects. The founding legislation authorized a

series of projects focused on streetscape improvements, traffic calming, and utility upgrades designed to support economic development within the district.

In 2009, West Central residents formed the West Central Planning Group to develop the West Central Neighborhood Action Plan, with the purpose of carrying out the neighborhood improvement projects identified by the WQTIF. In April 2022, the NPAC voted to expend WQTIF funds on this project to determine the feasibility and design of infrastructure improvements. Spokane City Council voted on and passed this funding proposal on February 27, 2023.

Through this RFQu, the City requests assistance to carry out a community-guided “co-design” process to identify and prioritize streetscape, street safety, and public space improvements within the WQTIF. The proposed participatory approach centers community members and project stakeholders, including representatives of community organizations, local business, and faith institutions, in the development of project concepts.

Each project concept will address selected intersections and corridor segments within the public right-of-way, focusing on improvements such as sidewalk enhancements, crosswalk treatments, bump-outs or curb extensions, street trees and landscaping, street furniture, benches, bus shelters, pedestrian lighting, and bicycle infrastructure. Each project concept will identify opportunities to coordinate with future underground water and sewer utility upgrades.

1.4 MINIMUM QUALIFICATIONS

The selected Firm must be licensed to do business in the State of Washington. The Firm must have a minimum of five (5) years of experience in:

- Neighborhood-scale urban design and transportation planning, and
- Traffic engineering and civil engineering design work.

1.5 CONTRACT PERIOD

Any contract resulting from this RFQu will be 2 years. Contract is renewable upon mutual agreement.

1.6 ADDENDA

It is the responsibility of Proposers to check the City of Spokane’s online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Qualifications.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFQu are included herein by reference and attached to this RFQu as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question deadline	July 10, 2023 – 1:00 p.m.
Proposals due	July 24, 2023 – 1:00 p.m.
Evaluation, Negotiation, and Award	August, 2023
Begin contract work	August - September, 2023

The City reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFQu include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFQu.

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

Proposal – A formal offer submitted in response to this solicitation.

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

Request for Qualifications (RFQu) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQu is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES SUMMARY

This scope of work is yet to be developed into a final version, and some of the responsibilities of the Firm in sections may be shifted in whole or in part to the City to address budget constraints, best utilize Firm resources, and maintain overall project effectiveness and integrity. Unless otherwise stated, the work contained in the Scope of Services will be the responsibility of the Firm. The final scope of this contract work will be based on the Scope of Services provided here with flexibility during contract work to transfer tasks from the Firm to the City or from the City to the Firm depending on the needs of the project.

The City is seeking assistance for project selection and conceptual design of public infrastructure projects for the West Central Neighborhood, within the boundaries of the West Quadrant Tax Increment Finance (WQTIF) district. A core goal of this project is that selection, development, and design of the proposed projects will be determined through a collaborative design, or co-design, process in partnership with community stakeholders and representatives of local agencies, businesses, residents, and neighborhood organizations including but not limited to REACH West Central and the West Central Neighborhood Council. To this end, the Firm will conduct community outreach strategies, workshops, events, and charettes to determine infrastructure improvements that most effectively combine community support, potential for economic development impact, and cost-effective use of WQTIF funding. Insights from community outreach and development feasibility analyses will inform a set of conceptual designs, at approximately 10% design, for the selected projects. The City may expand and extend the scope of this contract for additional project-related work including additional design and community engagement if it is determined to be in the best interest of the City.

More information on the West Quadrant Tax Increment Finance district is available at:

<https://my.spokanecity.org/projects/west-quadrant-tax-increment-finance-district/>

The City of Spokane Comprehensive Plan is available at the following link:

<https://my.spokanecity.org/shapingspokane/comprehensive-plan/>

2.2 SCOPE OF SERVICES

Task 1 – Project Management

Following a project kick-off meeting with the Project Management Team, including representatives from the City Planning and Economic Development Department, the City Integrated Capital Management Department (ICM), REACH West Central, the West Central Neighborhood Council (WCNC), and the West Quadrant Tax Increment Finance District Neighborhood Project Advisory Committee (NPAC), the Firm will schedule regular bi-monthly project check-in meetings with the Project Management Team to maintain consistent communication on project progress and status of deliverables. Additional meetings may be convened as necessary for detailed feedback on each task and deliverable.

Using contact information provided by the Project Management Team, the Firm will form a Public Advisory Committee and a Technical Advisory Committee. The Public Advisory Committee will consist of stakeholders including residents and representatives of businesses, property owners, neighborhood-based agencies and neighborhood non-profit organizations. The Technical Advisory Committee will consist of representatives from local government agencies such as the Spokane Transit Authority, Spokane County, and the Spokane Regional Transportation Council as well as staff representatives from City departments. Both committees will provide feedback on key deliverables throughout the duration of the project.

The Firm shall produce agendas and minutes for all Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.

The Firm shall maintain up-to-date project financial records and submit monthly invoices with an associated progress report detailing percent complete on each task for the prior month and including a brief narrative of project work completed in the invoice timeframe, following a formatted project report template to be provided by the City of Spokane.

Task 1 Deliverables:

- Conduct Project Management Team kick-off meeting.
- Schedule Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.
- Produce agendas and minutes for all Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.
- Provide monthly invoices with progress reports.

Task 2 – Community Involvement

The Firm will plan and facilitate a collaborative community planning and design process to create a shared community vision for the build-out of specific packages of projects. The community engagement process will include the selection and refinement of project design elements. A Public Involvement Plan (PIP) will guide this engagement process and related outreach activities.

Elements of the PIP should include, but not be limited to:

- A charrette, or a similar strategy such as distributed charrette, following Task 2: Initial Review and Analysis. The charrette will present options for project locations and design elements to the community and facilitate community consensus around project locations, design element selection, and project prioritization. The charrette should involve strategies enabling participants to score and rank projects and associated design elements in order of importance. This process should involve project location maps and a “design element toolbox”, and result in a prioritized list of projects, including 3-5 “Priority Projects” for further development.

- A public workshop following Task 5 to evaluate Priority Project selections based on information provided by the Development Feasibility Analysis conducted in Task 5.
- A third public workshop following Task 6 to review the draft Conceptual Design Packages developed for Priority Projects.
- Identification of proposed outreach strategies and materials, including but not limited to, social media posts, flyers, and email blasts for the charrette and subsequent public workshops. Outreach materials will provide materials to the Project Management Team and Public Advisory Committee to assist in distribution, raise community awareness, and allow ample opportunity for community participation in planned events.
- Production of a Community Vision document based on charrette results, with updates following subsequent public workshops. The Community Vision document will present the community’s vision and goals for the projects, with a listing of projects in ranked order or a community-sourced ranking system to guide future deliverables.

Task 2 Deliverables:

- Public Involvement Plan.
- Charrette and public workshop agendas and minutes.
- Charrette and public workshop engagement materials, including maps of project locations, ranking and prioritization strategies for participants, and materials describing the Design Element Toolbox of potential treatments.
- Online outreach and engagement materials and strategies for each charrette and public workshop, including surveys, polls, or questionnaires as well as social media posts, flyers, and email blasts.
- A Community Vision document including the established project vision, associated project goals, and a prioritized set of projects with descriptions of selected design elements. The document should include justification for the inclusion of projects beyond those identified in Ordinance C34032.

Task 3 – Preliminary Design

The Firm will become familiar with the physical details and planning history of areas within the West Quadrant Tax Increment Finance (WQTIF) district to inform development of an initial project list, project map and preliminary development of project illustrations.

The starting point for Preliminary Design and a draft project list will be assessment of projects previously authorized by the 2007 WQTIF ordinance (Ordinance C34032):

These projects may be modified during the community outreach process, and possibly supplemented with additional infrastructure projects with a strong potential to foster neighborhood economic development. Any supplemental projects identified during the project must be located within the boundary of the West Central neighborhood portion of the WQTIF.

The Firm will also become familiar with information including project area geography, land use designations, and traffic counts, as well as relevant plans including the West Central Neighborhood Action Plan, the Bicycle Master Plan, the Pedestrian Master Plan, Chapter 4 – Transportation of the Comprehensive Plan, the Spokane Parks Master Plan, and the City of Spokane Six-Year Comprehensive Streets Program. The Firm will become familiar with all ordinances related to the WQTIF, such as Ordinance C34032 referenced above and Ordinance

C35879, adopted in 2020 to extend the end date of the WQTIF, and refer to these ordinances for guidance throughout the project.

Based on this background research, site visits, and initial meetings with the Project Management Team, Public Advisory Committee and Technical Advisory Committee, the Firm will produce Preliminary Design Report based on the physical conditions and planning context within the WQTIF. The Report will provide an initial list of potential projects and locations to be assessed through subsequent community engagement and further conceptual planning and design. The Preliminary Design Report will include planning-level project descriptions and draft visualizations such as maps, illustrations, and diagrams. This information will be formatted to support the community in the selection and design process.

To assist this report and facilitate subsequent community engagement around project selection and prioritization, the Report will include a list of design elements that could be combined to manifest each proposed project (a “Design Elements Toolbox”), detailing specific design treatments such as curb bulb-outs/extensions, tree planters and swales, raised crosswalks, or other traffic calming, pedestrian, bicycle, and/or transit accessibility improvements. Options included in the Design Elements Toolbox shall be informed by strategies in the National Association of City Transportation Officials’ (NACTO) guidance documents, the Federal Highway Administration (FHWA) Toolbox of Individual Traffic Calming Measures, the FHWA Bikeway Selection Guide, the FHWA Separated Bike Lane Planning and Design Guide, case studies of similar communities, and other related sources. The menu of options in the Design Elements Toolbox will provide the community with the resources to inform and guide project development.

In conjunction with the Preliminary Design Report, the Firm will provide reference data to further contextualize community decision making, including demographic data, information on existing community safety and transportation issues, and other data as appropriate. This data may be delivered within the Existing Preliminary Design Report, in online workshops, and/or as printed maps, at the discretion of the Project Management Team.

Task 3 Deliverables:

- Draft Preliminary Design Report including initial list potential project locations and types.
- Design Elements Toolbox, including designs of possible project implementation elements.
- Final Preliminary Design Report including refined list of potential projects and types to info

Task 4 – Development Feasibility Analysis

To ensure that Priority Projects support private sector development, a development feasibility analysis will examine development scenarios related to the projects. The analysis will include three primary elements: a limited economic impact analysis, a redevelopment analysis, and a fiscal revenue analysis. This task will identify the improvements most likely catalyze private investment in the neighborhood.

Task 4 Deliverables:

- Development Feasibility Analysis report document
- Public outreach
- Public workshop as described in Task 3 – Communication and Public Outreach Plan.

Task 5 – Draft and Final Conceptual Design Packages

Based on community prioritization and feedback from Task 2: Community Involvement, as informed by the results of the Development Feasibility Analysis, this task will translate a set of the top-ranked projects into initial design concepts at approximately 10% design level. Anticipating a set of between 8 and 12 design concepts, the final number of project concepts developed in this task will depend on the complexity and extent of the top-ranked projects. A Conceptual Design Package for each project will show sufficient detail to provide rough cost ranges for each project. Conceptual Design Packages may group a set of improvements according to type or location to assist in efficient project delivery. All Conceptual Design Packages will be of sufficient detail for

incorporation into the City's Capital Facilities Plan and Six-Year Comprehensive Streets Program, supporting the Integrated Capital Management and Engineering Departments in carrying out budgeting, funding, final engineering, and construction. A draft set of Conceptual Design Packages will be provided for community input and engagement prior to producing a set of final Conceptual Design Packages.

Task 5 Deliverables:

- Draft and Final Conceptual Design Packages, in PDF format, for a set of priority projects identified in the Development Feasibility Analysis and Community Involvement tasks.

Task 6 – Presentations, Report, and Final Deliverables

The Conceptual Design Packages, along with other project results and key deliverables, will be included in a Final Report, documenting all project processes and results.

The Firm will partner with the Project Management Team for a final public meeting presentation and final presentations to the Neighborhood Project Advisory Committee and up to two other decision-making bodies prior to release of the Final Report.

The Firm will carry out up to two rounds of revisions during this process to address feedback from final public review. The Firm will be responsible for consolidating comments into a series of action items for revisions or responses, documenting associated changes.

Conceptual Design Packages, in both PDF and CAD format, along with Word and PDF copies of all deliverables and the Final Report, will be provided to Planning and Economic Development Department and the Integrated Capital Management Department. The Final Report will include text and descriptive elements sufficient for including select projects in the City's Comprehensive Plan, Capital Facilities Plan, and Six-Year Comprehensive Streets Program.

Task 6 Deliverables:

- Presentation materials appropriate for communicating the Final Report and all associated deliverables and Conceptual Design Packages to neighborhood participants and decision-making bodies including the Neighborhood Project Advisory Committee.
- Draft Final Report containing all project deliverables.
- Revised Final Report addressing comments received during the final public review process.

3. PROPOSAL CONTENT

3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in sequential order and titled as: Letter of Submittal, Technical Proposal and Management Proposal.

3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months.
- D. Identification of whether the Firm has previously been awarded a contract with the City of Spokane and/or organizations which serve the West Central neighborhood.
- E. Confirmation that the Firm meets minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.
- F. Acknowledgement that the Firm will comply with all terms and conditions set forth in the RFQu, unless otherwise agreed by the City.

3.3 TECHNICAL PROPOSAL

Proposal content for this section shall include an understanding of the City’s requirements with a comprehensive proposed approach, methodology and work plan.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include any required involvement by City staff.
- C. Elaborate the Firm’s approach to community participatory design, outlining proposed methodology for participatory community engagement and specifying the proposed format and sequencing of community engagement events, providing ample support justifying the proposed process.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications and application of resources to convey the ability to perform the scope of services. Also include information to demonstrate that Firm meets the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.

- A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. If applicable, describe and demonstrate experience specifically in the following areas:
 - Experience working with disadvantaged communities.
 - Experience facilitating participatory community planning and design
 - Ability to translate neighborhood-level transportation and land use visions into pedestrian- and amenity-focused district design.
 - Ability to use urban analytics and undertake development feasibility analysis as part of a community-driven design and implementation process.

Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and

authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how the Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFQu. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procuware.com> by the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
6. Skip "Pricing Form" tab since no pricing is requested or allowed on a RFQu.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview

will be considered binding. The RFQu Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 50% Project Approach/Methodology Quality of Work Plan Project Schedule Deliverables/Understanding	35 Points 30 Points 15 Points 20 Points	100 Points
MANAGEMENT PROPOSAL - 50% Ability to conduct proposed work Experience working with underserved communities Key personnel experience/qualifications	25 Points 25 Points 50 Points	100 Points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFQu does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFQu may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFQu. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFQu ATTACHMENTS

Attached to this RFQu and incorporated herein by reference are the following background documents:

- Attachment 1 – Terms and Conditions



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

REQUEST FOR QUALIFICATIONS

<p><u>RFQu NUMBER:</u> 5897-23</p> <p><u>RFQu TITLE:</u> West Central Infrastructure Project</p> <p><u>RFQu COORDINATOR:</u> Connie Wahl, City of Spokane Purchasing Department</p> <p><u>PRE-PROPOSAL CONFERENCE:</u> THURSDAY, JUNE 22, 2023 <u>TIME:</u> – 10:30 A.M.</p> <p><u>QUESTION DEADLINE:</u> MONDAY, JULY 10, 2023</p> <p style="text-align: center;"><u>TIME:</u> 1:00 P.M.</p>	<p><u>PROPOSAL DUE DATE:</u> MONDAY, JULY 24, 2023</p> <p style="text-align: center;"><u>TIME:</u> 1:00 P.M.</p> <p><u>PROPOSAL SUBMITTAL:</u> All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.</p>
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1. GENERAL INFORMATION

1.1 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled to be held on **Thursday, June 22, 2023 at 10:30 a.m., local time, at City Hall, 808 W. Spokane Falls Blvd, Spokane, WA 99201 on the first floor in the Tribal Conference room or virtually via MS Teams, login information below.** All prospective Proposers should attend; however, attendance is not mandatory.

Here are the links to attend virtually:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 273 070 262 415

Passcode: 3mVHDx

Or call in (audio only)

[+1 323-618-1887,,550767598#](tel:+13236181887550767598) United States, Los Angeles

Phone Conference ID: 550 767 598#

Questions and answers will be issued by Addenda through the City of Spokane's online procurement system portal <https://spokane.procurement.com>. The City shall be bound only to written answers to questions. Any oral responses given at the Pre-Proposal Conference shall be considered unofficial.

1.2 COMMUNICATION

All communication between the Proposer and the City of Spokane shall be with the Request for Qualifications Coordinator and submitted through the 'Clarifications' tab in the City's online procurement system portal: <https://spokane.procurement.com>. Any communication directed to other parties is prohibited.

1.3 PURPOSE AND BACKGROUND

The City of Spokane, through its Planning and Economic Development Department (hereinafter "City"), initiates this Request for Qualifications (hereinafter "RFQu") to solicit Proposals from a Firm (Consultant Team) to provide expertise in support of the planning and design of infrastructure improvements in the West Central Neighborhood portion of the West Quadrant Tax Increment Finance District (WQTIF).

This project carries out the priorities identified for the WQTIF district in originating legislation, Ordinance C34032 in 2007 and Ordinance C35870 in 2020, guided by the West Central Neighborhood Council, REACH West Central, and the WQTIF Neighborhood Project Advisory Committee (hereinafter "NPAC").

To address the West Central Neighborhood's condition as one of the most impoverished in Spokane and the State of Washington, the City of Spokane created the WQTIF district in 2007 to raise funds for public infrastructure and community development projects. The founding legislation authorized a

series of projects focused on streetscape improvements, traffic calming, and utility upgrades designed to support economic development within the district.

In 2009, West Central residents formed the West Central Planning Group to develop the West Central Neighborhood Action Plan, with the purpose of carrying out the neighborhood improvement projects identified by the WQTIF. In April 2022, the NPAC voted to expend WQTIF funds on this project to determine the feasibility and design of infrastructure improvements. Spokane City Council voted on and passed this funding proposal on February 27, 2023.

Through this RFQu, the City requests assistance to carry out a community-guided “co-design” process to identify and prioritize streetscape, street safety, and public space improvements within the WQTIF. The proposed participatory approach centers community members and project stakeholders, including representatives of community organizations, local business, and faith institutions, in the development of project concepts.

Each project concept will address selected intersections and corridor segments within the public right-of-way, focusing on improvements such as sidewalk enhancements, crosswalk treatments, bump-outs or curb extensions, street trees and landscaping, street furniture, benches, bus shelters, pedestrian lighting, and bicycle infrastructure. Each project concept will identify opportunities to coordinate with future underground water and sewer utility upgrades.

1.4 MINIMUM QUALIFICATIONS

The selected Firm must be licensed to do business in the State of Washington. The Firm must have a minimum of five (5) years of experience in:

- Neighborhood-scale urban design and transportation planning, and
- Traffic engineering and civil engineering design work.

1.5 CONTRACT PERIOD

Any contract resulting from this RFQu will be 2 years. Contract is renewable upon mutual agreement.

1.6 ADDENDA

It is the responsibility of Proposers to check the City of Spokane’s online procurement system <https://spokane.procureware.com> for Addenda or other additional information that may be posted regarding this Request for Qualifications.

1.7 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFQu are included herein by reference and attached to this RFQu as Attachment 1.

1.8 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question deadline	July 10, 2023 – 1:00 p.m.
Proposals due	July 24, 2023 – 1:00 p.m.
Evaluation, Negotiation, and Award	August, 2023
Begin contract work	August - September, 2023

The City reserves the right to revise the above schedule.

1.9 DEFINITIONS

Definitions for the purposes of this RFQu include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFQu.

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

Proposal – A formal offer submitted in response to this solicitation.

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

Request for Qualifications (RFQu) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQu is to permit Firms to submit qualifications and, if requested, project methodology and plan for evaluation.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES SUMMARY

This scope of work is yet to be developed into a final version, and some of the responsibilities of the Firm in sections may be shifted in whole or in part to the City to address budget constraints, best utilize Firm resources, and maintain overall project effectiveness and integrity. Unless otherwise stated, the work contained in the Scope of Services will be the responsibility of the Firm. The final scope of this contract work will be based on the Scope of Services provided here with flexibility during contract work to transfer tasks from the Firm to the City or from the City to the Firm depending on the needs of the project.

The City is seeking assistance for project selection and conceptual design of public infrastructure projects for the West Central Neighborhood, within the boundaries of the West Quadrant Tax Increment Finance (WQTIF) district. A core goal of this project is that selection, development, and design of the proposed projects will be determined through a collaborative design, or co-design, process in partnership with community stakeholders and representatives of local agencies, businesses, residents, and neighborhood organizations including but not limited to REACH West Central and the West Central Neighborhood Council. To this end, the Firm will conduct community outreach strategies, workshops, events, and charettes to determine infrastructure improvements that most effectively combine community support, potential for economic development impact, and cost-effective use of WQTIF funding. Insights from community outreach and development feasibility analyses will inform a set of conceptual designs, at approximately 10% design, for the selected projects. The City may expand and extend the scope of this contract for additional project-related work including additional design and community engagement if it is determined to be in the best interest of the City.

More information on the West Quadrant Tax Increment Finance district is available at:

<https://my.spokanecity.org/projects/west-quadrant-tax-increment-finance-district/>

The City of Spokane Comprehensive Plan is available at the following link:

<https://my.spokanecity.org/shapingspokane/comprehensive-plan/>

2.2 SCOPE OF SERVICES

Task 1 – Project Management

Following a project kick-off meeting with the Project Management Team, including representatives from the City Planning and Economic Development Department, the City Integrated Capital Management Department (ICM), REACH West Central, the West Central Neighborhood Council (WCNC), and the West Quadrant Tax Increment Finance District Neighborhood Project Advisory Committee (NPAC), the Firm will schedule regular bi-monthly project check-in meetings with the Project Management Team to maintain consistent communication on project progress and status of deliverables. Additional meetings may be convened as necessary for detailed feedback on each task and deliverable.

Using contact information provided by the Project Management Team, the Firm will form a Public Advisory Committee and a Technical Advisory Committee. The Public Advisory Committee will consist of stakeholders including residents and representatives of businesses, property owners, neighborhood-based agencies and neighborhood non-profit organizations. The Technical Advisory Committee will consist of representatives from local government agencies such as the Spokane Transit Authority, Spokane County, and the Spokane Regional Transportation Council as well as staff representatives from City departments. Both committees will provide feedback on key deliverables throughout the duration of the project.

The Firm shall produce agendas and minutes for all Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.

The Firm shall maintain up-to-date project financial records and submit monthly invoices with an associated progress report detailing percent complete on each task for the prior month and including a brief narrative of project work completed in the invoice timeframe, following a formatted project report template to be provided by the City of Spokane.

Task 1 Deliverables:

- Conduct Project Management Team kick-off meeting.
- Schedule Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.
- Produce agendas and minutes for all Project Management Team, Public Advisory Committee and Technical Advisory Committee meetings.
- Provide monthly invoices with progress reports.

Task 2 – Community Involvement

The Firm will plan and facilitate a collaborative community planning and design process to create a shared community vision for the build-out of specific packages of projects. The community engagement process will include the selection and refinement of project design elements. A Public Involvement Plan (PIP) will guide this engagement process and related outreach activities.

Elements of the PIP should include, but not be limited to:

- A charrette, or a similar strategy such as distributed charrette, following Task 2: Initial Review and Analysis. The charrette will present options for project locations and design elements to the community and facilitate community consensus around project locations, design element selection, and project prioritization. The charrette should involve strategies enabling participants to score and rank projects and associated design elements in order of importance. This process should involve project location maps and a “design element toolbox”, and result in a prioritized list of projects, including 3-5 “Priority Projects” for further development.

- A public workshop following Task 5 to evaluate Priority Project selections based on information provided by the Development Feasibility Analysis conducted in Task 5.
- A third public workshop following Task 6 to review the draft Conceptual Design Packages developed for Priority Projects.
- Identification of proposed outreach strategies and materials, including but not limited to, social media posts, flyers, and email blasts for the charrette and subsequent public workshops. Outreach materials will provide materials to the Project Management Team and Public Advisory Committee to assist in distribution, raise community awareness, and allow ample opportunity for community participation in planned events.
- Production of a Community Vision document based on charrette results, with updates following subsequent public workshops. The Community Vision document will present the community’s vision and goals for the projects, with a listing of projects in ranked order or a community-sourced ranking system to guide future deliverables.

Task 2 Deliverables:

- Public Involvement Plan.
- Charrette and public workshop agendas and minutes.
- Charrette and public workshop engagement materials, including maps of project locations, ranking and prioritization strategies for participants, and materials describing the Design Element Toolbox of potential treatments.
- Online outreach and engagement materials and strategies for each charrette and public workshop, including surveys, polls, or questionnaires as well as social media posts, flyers, and email blasts.
- A Community Vision document including the established project vision, associated project goals, and a prioritized set of projects with descriptions of selected design elements. The document should include justification for the inclusion of projects beyond those identified in Ordinance C34032.

Task 3 – Preliminary Design

The Firm will become familiar with the physical details and planning history of areas within the West Quadrant Tax Increment Finance (WQTIF) district to inform development of an initial project list, project map and preliminary development of project illustrations.

The starting point for Preliminary Design and a draft project list will be assessment of projects previously authorized by the 2007 WQTIF ordinance (Ordinance C34032):

These projects may be modified during the community outreach process, and possibly supplemented with additional infrastructure projects with a strong potential to foster neighborhood economic development. Any supplemental projects identified during the project must be located within the boundary of the West Central neighborhood portion of the WQTIF.

The Firm will also become familiar with information including project area geography, land use designations, and traffic counts, as well as relevant plans including the West Central Neighborhood Action Plan, the Bicycle Master Plan, the Pedestrian Master Plan, Chapter 4 – Transportation of the Comprehensive Plan, the Spokane Parks Master Plan, and the City of Spokane Six-Year Comprehensive Streets Program. The Firm will become familiar with all ordinances related to the WQTIF, such as Ordinance C34032 referenced above and Ordinance

C35879, adopted in 2020 to extend the end date of the WQTIF, and refer to these ordinances for guidance throughout the project.

Based on this background research, site visits, and initial meetings with the Project Management Team, Public Advisory Committee and Technical Advisory Committee, the Firm will produce Preliminary Design Report based on the physical conditions and planning context within the WQTIF. The Report will provide an initial list of potential projects and locations to be assessed through subsequent community engagement and further conceptual planning and design. The Preliminary Design Report will include planning-level project descriptions and draft visualizations such as maps, illustrations, and diagrams. This information will be formatted to support the community in the selection and design process.

To assist this report and facilitate subsequent community engagement around project selection and prioritization, the Report will include a list of design elements that could be combined to manifest each proposed project (a “Design Elements Toolbox”), detailing specific design treatments such as curb bulb-outs/extensions, tree planters and swales, raised crosswalks, or other traffic calming, pedestrian, bicycle, and/or transit accessibility improvements. Options included in the Design Elements Toolbox shall be informed by strategies in the National Association of City Transportation Officials’ (NACTO) guidance documents, the Federal Highway Administration (FHWA) Toolbox of Individual Traffic Calming Measures, the FHWA Bikeway Selection Guide, the FHWA Separated Bike Lane Planning and Design Guide, case studies of similar communities, and other related sources. The menu of options in the Design Elements Toolbox will provide the community with the resources to inform and guide project development.

In conjunction with the Preliminary Design Report, the Firm will provide reference data to further contextualize community decision making, including demographic data, information on existing community safety and transportation issues, and other data as appropriate. This data may be delivered within the Existing Preliminary Design Report, in online workshops, and/or as printed maps, at the discretion of the Project Management Team.

Task 3 Deliverables:

- Draft Preliminary Design Report including initial list potential project locations and types.
- Design Elements Toolbox, including designs of possible project implementation elements.
- Final Preliminary Design Report including refined list of potential projects and types to info

Task 4 – Development Feasibility Analysis

To ensure that Priority Projects support private sector development, a development feasibility analysis will examine development scenarios related to the projects. The analysis will include three primary elements: a limited economic impact analysis, a redevelopment analysis, and a fiscal revenue analysis. This task will identify the improvements most likely catalyze private investment in the neighborhood.

Task 4 Deliverables:

- Development Feasibility Analysis report document
- Public outreach
- Public workshop as described in Task 3 – Communication and Public Outreach Plan.

Task 5 – Draft and Final Conceptual Design Packages

Based on community prioritization and feedback from Task 2: Community Involvement, as informed by the results of the Development Feasibility Analysis, this task will translate a set of the top-ranked projects into initial design concepts at approximately 10% design level. Anticipating a set of between 8 and 12 design concepts, the final number of project concepts developed in this task will depend on the complexity and extent of the top-ranked projects. A Conceptual Design Package for each project will show sufficient detail to provide rough cost ranges for each project. Conceptual Design Packages may group a set of improvements according to type or location to assist in efficient project delivery. All Conceptual Design Packages will be of sufficient detail for

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A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written.

B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate.

- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months.
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Proposal content for this section shall include an understanding of the City’s requirements with a comprehensive proposed approach, methodology and work plan.

- A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.
- B. Provide a detailed description of the work plan with all proposed tasks, services, activities, and other items necessary to accomplish the scope of the project as described in the Scope of Services section. Include a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Include any required involvement by City staff.
- C. Elaborate the Firm’s approach to community participatory design, outlining proposed methodology for participatory community engagement and specifying the proposed format and sequencing of community engagement events, providing ample support justifying the proposed process.

3.4 MANAGEMENT PROPOSAL

Proposal content for this section shall include experience, capabilities, qualifications and application of resources to convey the ability to perform the scope of services. Also include information to demonstrate that Firm meets the minimum qualifications as identified in Paragraph 1.3 “Minimum Qualifications”.

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 - Ability to translate neighborhood-level transportation and land use visions into pedestrian- and amenity-focused district design.
 - Ability to use urban analytics and undertake development feasibility analysis as part of a community-driven design and implementation process.

Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Provide details describing project team, team assignments, allocation of resources, lines of authority, and responsibility. Identify person within the Firm that will have prime responsibility and

authority for the work. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Describe how the Firm will respond proactively to issues and project scope changes. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years up to a maximum of ten (10) contracts that relate to the Firm's ability to perform the services needed under this RFQu. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

4. PROPOSAL SUBMISSION AND EVALUATION

4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procurement.com> by the due date and time. **Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.** Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
6. Skip "Pricing Form" tab since no pricing is requested or allowed on a RFQu.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. Commitments made by the Firm at the oral interview

will be considered binding. The RFQu Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.

4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

TECHNICAL PROPOSAL – 50% Project Approach/Methodology Quality of Work Plan Project Schedule Deliverables/Understanding	35 Points 30 Points 15 Points 20 Points	100 Points
MANAGEMENT PROPOSAL - 50% Ability to conduct proposed work Experience working with underserved communities Key personnel experience/qualifications	25 Points 25 Points 50 Points	100 Points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFQu does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFQu may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFQu. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

5. RFQu ATTACHMENTS

Attached to this RFQu and incorporated herein by reference are the following background documents:

- Attachment 1 – Terms and Conditions



Agenda Sheet for City Council Meeting of:

02/27/2023

Date Rec'd	2/15/2023
Clerk's File #	RES 2023-0019
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	KEVIN FREIBOTT X6184
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0650 - WQTIF FUNDS FOR WEST CENTRAL PUBLIC IMPROVEMENTS

Agenda Wording

A resolution acknowledging the recommendation of the Neighborhood Projects Advisory Committee and confirming the use of West Quadrant TIF Funds for public improvements in West Central.

Summary (Background)

This resolution acknowledges the unanimous recommendation of the Neighborhood Project Advisory Committee and would confirm the use of West Quadrant Tax Increment Financing funds for the design, planning, and implementation of various public improvements in the West Central neighborhood.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 300,000
Select	\$
Select	\$
Select	\$

Budget Account

3501 West Quad TIF funds
#
#
#

Approvals

Dept Head	GARDNER, SPENCER
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	RICHMAN, JAMES
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	UE 2/13/2023
Council Sponsor	CMs Stratton & Zappone
Distribution List	
	kfreibott@spokanecity.org
	rbenzie@spokanecity.org
	jchurchill@spokanecity.org
	sgardner@spokanecity.org
	smaacdonald@spokanecity.org

Additional Approvals

Purchasing	

Briefing Paper

Urban Experience Committee

Division & Department:	Planning & Economic Development Department
Subject:	West Quadrant TIF Funds for Design/Plan in West Central
Date:	January 30, 2023
Author (email & phone):	Kevin Freibott, Senior Planner, x6184, kfreibott@spokanecity.org
City Council Sponsors:	CM Stratton and CM Zappone
Executive Sponsor:	Steven MacDonald
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan – Economic Development Policies and Goals West Quadrant TIF Enacting Ordinance (C34032 & C35879) Neighborhood Project Advisory Committee
Strategic Initiative:	
Deadline:	n/a
Outcome: (deliverables, delivery duties, milestones to meet)	Resolution to commit Tax Increment Financing to a design/plan/build project in West Central

Background/History:

The West Quadrant TIF encompasses parts of the West Central, Riverside, and Emerson-Garfield neighborhoods and was formed by City Council in 2007 for the purpose of incentivizing and funding, in part, public improvements in those neighborhoods.

In 2022 a local non-profit organization called REACH West Central made a proposal to the City via the City's Neighborhood Project Advisory Committee (NPAC) for the use of \$300,000 in TIF funds for "work on community outreach, design, and feasibility analysis for projects" within the TIF district. Following several months deliberation, the NPAC voted unanimously to recommend City Council allocate the requested funds to that project.

Since the vote by the NPAC, staff has coordinated between multiple departments and built a proposed process by which the money can be used to secure the services of a professional consultant(s), which will develop a number of public improvement projects in the West Central neighborhood that can be funded and implemented by TIF funding potentially in combination with other funding sources.

Executive Summary:

The original REACH West Central proposal is attached as well as a draft Resolution for consideration by City Council in a future Legislative session. The Resolution has been deemed to be acceptable to earmark these funds for the stated purpose as the City budget already includes sufficient expenditure of TIF funds to accomplish the task.

Work under this proposal would be overseen by the Planning & Economic Development department in close coordination with the Integrated Capital Management department. An RFQ is anticipated to be issued to select the appropriate firm to conduct the work once the Resolution has been approved by Council.

Note that this effort is not to exceed \$300,000, and as of the date of this the fund has a balance of \$1,478,756.36.

Budget Impact:

Approved in current year budget? Yes No
Annual/Reoccurring expenditure? Yes No

If new, specify funding source: Tax Increment Financing (Account 3501)
Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? Yes No
Requires change in current operations/policy? Yes No

Specify changes required:

Known challenges/barriers:

RESOLUTION NO. 2023-0019

A resolution acknowledging the recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing district and accepting the use of \$300,000 in tax increment funding for design, planning, and implementation of public improvements in the West Central neighborhood portion of the West Quadrant Tax Increment Financing area.

WHEREAS, the City of Spokane formed a West Quadrant Tax Increment Financing (“WQTIF”) area to help provide funding for public improvement projects in and around the Kendall Yards planned unit development (“PUD”) area, and designated project types within the area, along with estimated costs for those projects within the life of the WQTIF; and

WHEREAS, City of Spokane Resolution 2007-0101 formed the Neighborhood Project Advisory Committee (“NPAC”) to make recommendations for the use of funds received in the WQTIF area, composed of residents of the West Central, Riverside, and Emerson-Garfield neighborhoods; and

WHEREAS, the NPAC meets regularly to review fund balances, proposed projects, potential allocations and to prioritize projects; and

WHEREAS, the NPAC met on October 6, 2021 and heard a request from REACH West Central for an allocation of WQTIF funds to fund the design, planning, and implementation of public improvements in the West Central Neighborhood; and

WHEREAS, the NPAC continued to discuss and consider the proposal by REACH West Central during their regular meetings in the month of December 2021 and the months of January, February, and April 2022; and

WHEREAS, the NPAC has determined that the proposed actions are within the WQTIF project area and are among the types of projects for which allocation of the WQTIF funds is authorized by ordinance C34032, as amended by ordinance C35879, the requested allocation is an authorized use of the WQTIF funds; and

WHEREAS, the NPAC unanimously recommended the City Council approve the use of funds for the proposed project in the amount of \$300,000, and recommended expanding the possible projects to be addressed by the funds to any public improvements in the West Central neighborhood portion of the TIF.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council adopt the recommendations of the WQTIF area NPAC allocating tax increment funds for proposed design, planning, and implementation of a range of any allowed public improvements in the West Central Neighborhood portion of the TIF (see **Exhibit A**).

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

City Clerk

Approved as to form:

Assistant City Attorney



Neighborhood Project Advisory Committee (NPAC)
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Subject: Proposal for West Quadrant TIF Funds

January 2022

Dear Members of the NPAC,

REACH West Central (REACH), with the support of the West Central Neighborhood Council (WCNC), has worked for more than two years on a plan for economic revitalization in the area of the West Central neighborhood that lies within the West Quadrant TIF (WQTIF) district. Our first efforts were aimed at securing a 15-year extension of the WQTIF end date, from 2032 to 2047, and the broadening of allowable funding to include permanently affordable housing in all three of the neighborhoods within the WQTIF district. As you know, the new extension ordinance was approved by the Spokane City Council in October 2020, and is awaiting approval from the Spokane County commissioners.

Those efforts have now been followed by planning for broad community outreach and feasibility analysis for the projects in West Central authorized by the 2007 WQTIF ordinance. The first phase of our work has been funded by grants to REACH from the Greenstone Foundation and the Smith-Barbieri Progressive Fund. Using this funding, in June 2021 REACH retained Woodsong Associates, a community development and planning firm, to begin this work.

The attached proposal will allow completion (with input from West Central residents and businesses, City of Spokane staff, and nonprofit agencies working in West Central) of the work on community outreach, design, and feasibility analysis for projects that have been authorized by the 2007 WQTIF. This work is both urgent and vitally important, given that the West Central neighborhood, and particularly the area covered by the WQTIF, has one of the highest levels of poverty in the state of Washington, and has suffered significant negative economic impacts from the Covid-19 pandemic in the form of job losses, family displacement, and business closures.

We thank you for your consideration of our proposal, and urge your prompt review and your recommendation to the Spokane City Council to approve this funding proposal.

Signed,

Morgan Thomas

Chair, REACH West Central

Attachments:

- *Exhibit A: Public Involvement Plan (PIP) Executive Summary*
- *Exhibit B: About REACH West Central*



Proposal for West Quadrant TIF Funds

REACH West Central, with support from the West Central Neighborhood Council (WCNC), has prepared this proposal for funding from the West Quadrant Tax Increment Financing (WQTIF) district for approval by the Neighborhood Project Advisory Committee (NPAC).

This proposal has been created with a focus on completing the projects within West Central authorized by Ordinance C34032, in order to promote and facilitate economic growth and stability within the community, by encouraging investment in job-producing private development to expand the tax base of the neighborhood.

This proposal is for up to \$300,000 in funding for planning, concept design, feasibility studies, and community outreach required to implement projects authorized by Ordinance C34032:

1. West Broadway Neighborhood Center Streetscape Improvements

The original language from Ordinance C34032 describes this project’s scope as: “Broadway, Ash to Chestnut, 4 blocks of streetscape improvements, including decorative concrete or paver sidewalks, trees, period lighting, permanent street furniture, bike and pedestrian infrastructure, underground utilities, median construction and infrastructure for future streetcar route.”

2. Chestnut / Elm Streetscape Improvements

The original language from Ordinance C34032 describes this project’s scope as:

“Traffic calming on Elm, Cannon, and Chestnut, 3 blocks from Bridge to Dean, including crosswalk treatments, street furniture, lighting, bike and pedestrian infrastructure and improvements.”

3. Maxwell & Elm Employment Center

The original language from Ordinance C34032 describes this project’s scope as: “On Sinto for five blocks from Chestnut to Maple: sidewalks, bump-outs, trees, and crosswalk treatments. Also, water and sewer upgrades to current commercial and industrial standards for the incubator site.”

4. Traffic calming

The original language from Ordinance C34032 describes this project’s scope as: “Broadway to Nora, Maple and Ash, 4-6 blocks, including sidewalks, bump-outs, trees, crosswalk treatment, benches, and bus shelters.”

The goal of the design phase of work is to identify specific project elements to recommend, and to complete initial feasibility analysis and schematic design work to allow projects to proceed to construction (i.e., “shovel-ready”), in order to produce maximum benefit for economic development purposes.

To this end, we envision the funds being expended for work including community outreach and development of feasibility analysis and schematic design for the included projects. Ideally, analysis and design would be completed in sufficient detail to allow solutions with the most potential to catalyze new development, facilitate new investment by small businesses, and expedite redevelopment of nearby sites.

To help produce a scope of work, schematic design, and feasibility analysis for each of these projects that can



achieve community revitalization goals, this funding proposal includes a suggested Public Involvement Plan (PIP), the executive summary for which is attached. The aim is to create a vision for each project, with collaborative input from the West Central community and City of Spokane staff, to identify the set of deliverables needed to advance each project from planning to implementation, including capital project design, permitting, engineering, and construction.

To ensure that funded projects will result in the desired investment in job-producing private development to expand the tax base of the neighborhood, we suggest that the scope of the feasibility analysis should also consider related community and economic development activities, including those on the other side of the property line from the public Right Of Way (ROW). This consideration may include, but is not limited to, an audit of the applicable controlling documents and an analysis of possible uses.

We believe that this preliminary feasibility and design work will enable leveraging of construction funding from outside sources, in addition to the future use of WQTIF funds.

We anticipate working with community partners such as the West Central Neighborhood Council, Community Frameworks, Habitat for Humanity, Spokane Low Income Housing Consortium (SLIHC), Spark Central, West Central Community Center, Our Place, the Native Project, and the Greenstone Corporation, as well as City of Spokane staff, to finalize and execute the Public Involvement Plan (PIP) that is summarized in Exhibit A.

The West Central neighborhood is home to many disadvantaged residents. Successful planning in the neighborhood must work closely with organizations that intimately understand the challenges residents face and that have earned their trust. In support of this reality, this funding proposal is made with the understanding that REACH West Central, with the support of the West Central Neighborhood Council (WCNC) and other West Central community partners, wishes to have an advisory role in this planning process in order to represent the voice of neighborhood residents. This could involve such activities as:

- Input into the scope of work for the request for proposals (RFP) for potential planning consultants;
- Inclusion in the process of interviewing potential planning consultants; and
- Participation in any technical committee guiding and reviewing the work of the planning consultant during the execution of the contract.

The NPAC has recently revised its Policies and Procedures document to include, among its Duties and Powers, “ensur[ing] that one or more public participation process(es)...has occurred” before neighborhood improvement projects are implemented. During the work on revising the committee’s policies and procedures, the members expressed dismay that previous planning efforts in West Central had not always included a rigorous public participation process. Allowing REACH, with the support of the WCNC, to act as a neighborhood representative in this planning process would indeed ensure that residents of the neighborhood are included in decision making.

We thank you for your careful consideration of this proposal, and look forward to discussing it with you at your earliest convenience.



Summary of REACH West Central Public Involvement Plan (PIP)

The Public Involvement Plan is intended to be a template for community engagement for projects within Spokane's West Central neighborhood; it can guide the process of planning for healthy, connected, and inclusive communities within the neighborhood. The intent is to ensure an open and equitable process to provide residents and other concerned parties meaningful opportunities to help shape the quality of change and growth in the West Central community.

Overview

The West Central neighborhood has suffered from underinvestment for decades, and is one of the most impoverished areas not only in the city of Spokane, but also in the state of Washington. This continues to be the case in the context of a current housing crisis. As the city of Spokane grows, more people, especially low-income communities of color, immigrants, and renters who have been disproportionately impacted by myriad socio-economic issues, will become increasingly vulnerable to displacement pressures in neighborhoods such as West Central.

The 2012 West Central Neighborhood Action Plan references the City of Spokane's Comprehensive Plan goal:

"Growth will be managed to allow a mix of land uses that fit, support, and enhance Spokane's neighborhoods, protect the natural environment, and sustain the downtown area and broaden the economic base of the community."

Despite this aspiration, little action has occurred to fulfill it in West Central in the near-decade since 2012. REACH West Central (REACH) intends to help bring catalytic funding into the neighborhood, from the West Quadrant TIF as well as from other funding sources, to achieve the goals of the 2012 Neighborhood Action Plan. These include safety improvements to the transportation system, interventions to stabilize the housing market, and initiatives to increase livability and equity outcomes in the neighborhood.

Towards this end, over the next several years REACH will help to seek funding to support the following tasks in West Central as a part of a strategic initiative:

- Plan for a healthy, connected, and inclusive community with a full range of housing choices permanently affordable to neighborhood residents; thriving business districts; healthy built environments; and strong social networks and institutions;
- Help build capacity of community-based organizations that work with low-income households and communities of color such as the West Central Neighborhood Council; Spark Central; Our Place; the West Central Community Center; and others to advise project decisions, build organizational relationships, and develop deeper ties among community members;
- Decrease the urban heat island effect through tree planting and other urban greening efforts;
- Plan for and implement a set of transportation interventions to calm traffic; increase the availability and safety of options for walking, bicycling, and transit riding; and support neighborhood economic development.

Project Goals

Building from the major goals of the 2012 West Central Neighborhood Action Plan and Spokane's Comprehensive Plan, the following draft project goals are proposed. These will be refined through the community engagement process.

1. Improve public health outcomes for people living and working in the neighborhood;



Exhibit A: Public Involvement Plan (PIP) Executive Summary

2. Plan for a safe, accessible, affordable, healthy, and socially inclusive neighborhood that allows the most vulnerable households to remain in place and build wealth;
3. Commit existing resources and develop new, long-term resources for permanently affordable housing;
4. Prevent residential and cultural displacement by preserving existing unregulated affordable rental housing, strengthening tenant protections, and providing anti-displacement services;
5. Increase housing choices for all household types and incomes by developing opportunity sites for new construction of equitable, pedestrian-focused development, and by regulating land use and zoning to create permanently affordable and market-rate housing;
6. Create conditions for more robust commercial main streets and a full range of commercial and business services in West Central;
7. Promote local small business opportunities in tandem with economic development efforts.

Public Involvement Plan

The goal of the Public Involvement Plan (PIP) is for communities in West Central to be stronger and more empowered to help shape growth and change than they were before the planning process began. This means providing an interactive, ongoing public discussion that will be mutually accountable, transparent, and engaging for those most vulnerable to the burdens of neighborhood change.

The finalized PIP document will help to direct a set of specific engagement practices, including:

- Distributed community charrette
- Temporary installations as community feedback loops
- Community walking tours
- Community training and dialogues on equity and fair housing
- Ongoing outreach to stakeholders
- Website and social media
- Physical notifications, meeting notices, media releases

REACH West Central sees community involvement as a partnership with the City of Spokane that values residents' wisdom, leveraging meaningful, accessible, and effective participation to deliver social justice and equity with transparency and accountability.

Conclusion

Political and community momentum has been building to see the West Central neighborhood transform into a more vibrant and accessible version of what it is today, a place that helps to unite surrounding neighborhoods. The time is now right to consider how to complete the neighborhood's transformation into a vibrant, inclusive, safe, and equitable place for people to live, work, play and learn.



Exhibit B: About REACH West Central

What is REACH West Central?

REACH West Central is a 501c3 community development corporation that was started in 2017 by residents of West Central who were aware that the neighborhood has, at least in part, been passed over for development funding due to a lack of capacity.

Historically, it has been difficult for residents of low-income areas like West Central to make their voices heard in the decisions that affect them. One of the goals of REACH is to help create capacity, thus allowing the neighborhood to more effectively engage with the City of Spokane and with funding organizations.

Rather than duplicating the efforts of other groups, REACH's mission is to collaborate with and provide support to organizations that share our goals. To further this mission, REACH has several areas of focus:

- Fostering economic development
- Helping to create sustainable housing
- Promoting arts and culture
- Improving the environment and quality of life in West Central.

REACH is a member of the Spokane Low Income Housing Consortium and the West Central Community Coalition. We have additional partnerships with Community Frameworks and Habitat for Humanity, as well as with the West Central Community Center and Spark Central.

EIN: 82-4593760

**NOTICE OF CITY COUNCIL PUBLIC HEARING
PROPOSED RESOLUTION
USE OF WEST QUADRANT TIF FUNDING IN WEST CENTRAL
(Proposed Resolution 2023-_____)**

Notice is hereby given that there will be a public hearing before the City of Spokane City Council on **Monday, February 27, at 6:00 p.m.** in the City Council Chambers, Lower Level of City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.* (See note below.) This hearing may be continued to a later date. This public hearing is to consider a Council Resolution acknowledging a recommendation of the Neighborhood Project Advisory Committee for the West Quadrant Tax Increment Financing (WQTIF) area for the use of WQTIF funds for the design, planning, and implementation of public improvements in the West Central Neighborhood portion of the WQTIF area.

Written comments and oral testimony at the public hearings for these proposed actions will be made part of the public record. Any person may submit written comments on the proposed actions to kfreibott@spokanecity.org or call for additional information at:

*Planning & Development Department
Attn: Kevin Freibott, Senior Planner
808 West Spokane Falls Boulevard
Spokane, WA 99201-3329
Phone (509) 625-6500*

More information on the process: The City Council will be briefed on the proposed Resolution on Monday, February 20, 2022 at 3:30 p.m. There is no public testimony at the briefing. Final consideration of the proposed Resolution is scheduled for Monday, November 21, starting at 6 p.m. At this meeting there will be opportunity for public testimony. The public may also submit written comment to the City Council at citycouncil@spokanecity.org. The City Council may continue this public hearing to a following meeting at their discretion.

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 also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) 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 Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or

msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

3.9 - Council Board and Commission Update

Byrd, Giacobbe

Council Sponsor: Kinnear and Wilkerson

On November 28, 2023, the General Election results will be certified by the County Auditor. Immediately following certification, Betsy Wilkerson will assume the position of City Council President currently held by Lori Kinnear and Paul Dillon will assume the position of District 2, Position 1 Council member currently held by Ryan Oelrich.

Lori Kinnear was appointed to the Airport Board and will need to be replaced on that board before the December 14, 2023, Airport Board meeting.

The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.

This resolution amends the assignment of City Council members to the various boards, commissions, and committees to replace Lori Kinnear with Betsy Wilkerson on the Airport Board and Police Pension Board and assign Paul Dillon to Ryan Oelrich's assignments.

| For Discussion

Attachments

[Briefing Paper Boards and Commissions update.docx](#)

[2023 Boards and Commissions Updates RES.docx](#)

[Boards and Commissions Appointments_2023.pdf](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson & Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Boards and Commissions Updates RES
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On November 28, 2023, the General Election results will be certified by the County Auditor. Immediately following certification, Betsy Wilkerson will assume the position of City Council President currently held by Lori Kinnear and Paul Dillon will assume the position of District 2, Position 1 Council member currently held by Ryan Oelrich.</p> <p>Lori Kinnear was appointed to the Airport Board and will need to be replaced on that board before the December 14, 2023, Airport Board meeting.</p> <p>The City Council's rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards.</p> <p>This resolution amends the assignment of City Council members to the various boards, commissions, and committees to replace Lori Kinnear with Betsy Wilkerson on the Airport Board and Police Pension Board and assign Paul Dillon to Ryan Oelrich's assignments.</p>
Proposed Council Action	12/4/2023
Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	

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

N/A

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

This resolution complies with City Council Rules.

RESOLUTION NO. 2023-_____

A Resolution amending the appointments of Council Members to boards and commissions.

WHEREAS, the City Council’s rules of procedure provide that a majority of the City Council can confirm nominations of the full slate of Council Members to inter-governmental committees or boards; and

WHEREAS, the City Council by this resolution intends to amend the assignment of City Council members to the various boards, commissions, and committees, to ensure that the City of Spokane is well-represented across the wide array of subject areas in which the Council works across the region and in which they interact with members of the public.

NOW THEREFORE, BE IT RESOLVED that the City Council adopts Attachment ‘A’ to this resolution as the assignment of Council members to the various boards, commissions and committees for 2023.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts 2024 appointments via resolution except for the Airport Board, on which the Council Member appointed shall serve the remainder of Lori Kinnear’s term, which runs through December 31, 2025, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that this resolution and its accompanying attachment supersede all prior assignments of City Council members to the various boards, commissions, and committees for 2023.

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

City Clerk

Approved as to form:

Assistant City Attorney

Committee/Board	2023	2023 Totals (inc. committee chairs/vice)	
Council President Pro-Tem	Michael Cathcart	Bingle	10
Standing Council Committees		Cathcart (incl. pro tem)	15
Urban Experience	Chair: Stratton; Vice: Zappone	NONE	11
Finance & Administration	Chair: Wilkerson; Vice: Cathcart	Stratton	10
Public Infrastructure, Environment & Sustainability	Chair: NONE; Vice: Bingle	Wilkerson	14
Public Safety & Community Health	Chair: Cathcart; Vice: NONE	Zappone	12
Boards and Commissions		Dillon	6
911 Integrated Response Committee	N/A		
Aging and Long Term Care	Stratton		
Airport Board	Wilkerson		
Association of Washington Cities Board	Wilkerson, Zappone		
Budget	Wilkerson, Cathcart, Zappone		
BROADLINC Governing Board	Cathcart		
Community Assembly	Rotates		
Community Health and Human Services	Stratton, Wilkerson		
C.O.P.S. Liaison	N/A		
Council Staff Lead/Liaison - Equity Subcommittee	Wilkerson		
Council Staff Lead/Liaison - Housing Action Subcommittee	Cathcart		
Council Staff Lead/Liaison - Sustainability Action Subcommittee	NONE		
Council Office Strategic Planning Working Group	Zappone, Cathcart, Wilkerson		
Docketing	N/A		
Downtown Spokane BID Board (Liaison Member)	Bingle		
Downtown Spokane Partnership (Liaison Member)	Cathcart		
Fire Pension (must include Finance Chair)	Cathcart, Wilkerson		
Growth Management Act Steering Committee of Elected Officials	Cathcart, NONE, Stratton		
GMA SCEO Subcommittee	NONE		
Human Rights Commission	Stratton		
Investment Committee	Wilkerson		
Legislative Team	Zappone, Bingle, Wilkerson		
Library Board	Dillon		
Lodging Tax Advisory Committee (PFD)	Dillon		
Lodging Tax Advisory Committee (1.3%)	Dillon		
Mayor's Economic Advisory Committee	Rotates		
MFTE Review & Update Committee	N/A		
Neighborhood Council Working Group	Cathcart, Zappone, NONE		
Park Board	Bingle		
Park Board Exec Committee	Bingle		
Parking Advisory Committee	Stratton, Dillon		
Partnership Policy (Schools, Parks, Libraries)	Bingle, Zappone		
Plan Commission	Dillon		
Plan Commission - Transportation Sub.	Bingle		
Priority Spokane	Stratton		
Police Advisory Committee	Cathcart		
Police Pension	Cathcart, Wilkerson		
Recovery Plan Workgroup	Wilkerson, Zappone, Bingle		
Salmon Restoration Lead Entity Community Advisors	Stratton		
Spokane Arts	Stratton		
Spokane Employees Retirement Board	Bingle		
Spokane Regional Solid Waste Liaison Board	Bingle		
Spokane Regional Transportation Council	Wilkerson, Zappone		
Spokane Transit Authority (all members are alternates)	NONE, Stratton, Wilkerson, Zappone		
Strategic Planning Committee	NA		
TPA Commission/Hotel Motel Commission	Zappone		
Traffic Calming/PhotoRed	Cathcart, Zappone, NONE		
University District PDA	NONE		
University District Development Association	NONE		
Visit Spokane	Dillon		
West Plains PDA/S3R3	NONE		
The Yard PDA	Cathcart		

3.10

5 min

3.10 - Resolution repealing Resolution 2023-0043

Zappone, Zack

Council Sponsor: Zappone

Resolution repealing Resolution 2023-0043 adding redistricting to the February 2024 Special Election and establishing intent to create a Charter Review Committee in 2024.

Attachments

[BP - Rescission of Resolution 2023-0043 \(Redistricting\).docx](#)

[RES Rescind Resolution for Charter Change \(v1 11-22-23\).docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Resolution repealing Resolution 2023-0043 regarding redistricting provisions in the City Charter, and calling for the creation of a City Charter Review Committee
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On July 24 the City Council adopted Resolution 2023-0043, requesting the Spokane County Auditor hold a special election in conjunction with the scheduled election on February 13, 2024, to submit a proposition for amendments to the Spokane City Charter relating to the city council redistricting process.</p> <p>The attached resolution would repeal Resolution 2023-0043. In lieu of a proposition to change the city charter specifically with respect to the redistricting provisions, the resolution calls for creation of a “City Charter Review Committee” to review the charter and make recommendations for technical corrections and substantive changes to the City Charter, in anticipation of consideration by the city voters in November 2024. .</p> <p>To ensure the redistricting proposal does not appear on the February 13, 2024 ballot, it must be adopted by the City Council and delivered to the Spokane County Auditor no later than December 15, 2023.</p>
Proposed Council Action	Adoption of Resolution Repealing Resolution 2023-0043
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</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</p> <p>Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why) N/A	
	<p>What impacts would the proposal have on historically excluded communities?</p> <p>Communities will be represented in the Charter Review Process and historically excluded communities will participate in the process. The City Council Equity Subcommittee will also be included.</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

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

The Charter Review process will include various stakeholders that will provide input.

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?

T

he City of Tacoma implemented a Charter Review process that takes place every 10 years to ensure that the Charter is up to date and in alignment with changing policies, and make recommendations to the City Council who will determine which recommendations to forward to the voters. This resolution calls for a process following that example.

RESOLUTION NO. 2023-_____

A resolution rescinding prior Resolution 2023-0043 referring a matter to the voters of the City of Spokane, and directing the City Clerk to advise the Spokane County Clerk to remove the proposition from the February 13, 2024, ballot, and calling for creation of a City Charter Review Committee.

WHEREAS, on July 24, 2023, the city council adopted resolution 2023-0043, a resolution requesting the Spokane County Auditor hold a special election in conjunction with the scheduled special election on February 13, 2024, to submit to the electors of the City of Spokane a proposition regarding amendments to the Spokane City Charter adding a new section 62 and repealing sections 59 and 60, all relating to the city council redistricting process; and

WHEREAS, there has not been a comprehensive review of the Spokane City Charter since creation of a City Charter Review Committee in 2008; and

WHEREAS, it is customary in other jurisdictions to review their charters every ten years for technical inconsistencies and substantive corrections; and

WHEREAS, the City Council wishes to repeal Resolution 2023-0043 to allow for more comprehensive review of technical and substantive provisions of the Spokane City Charter, in anticipation of referral of such changes to the voters of Spokane for consideration in November 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that Resolution 2023-0043 is repealed, effective immediately, and

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December 15, 2023;

BE IT FURTHER RESOLVED that the City Council requests that there be convened a "City Charter Review Committee" consisting of City Council members, senior administration officials, and community stakeholders to review the City Charter and make recommendations for technical and substantive changes to the City Charter no later than July 1, 2024, in anticipation of referral of such changes to the voters of Spokane for consideration in November 2024.

ADOPTED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

3.11

5 min

3.11 - SBO for SMC Recodification

Haugen, Erin

CM Cathcart & CM Bingle - This SBO is being created so that we can utilize the unused budget in PMO for contractual services related to the review and recodification of the SMC.

| For Discussion

Attachments

[Briefing Paper - SMC Recodification Project SBO.docx](#)

[SBO - SMC Recodification Project.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Office of Performance Management (PMO)
Contact Name	Dusty Fredrickson
Contact Email & Phone	dfredrickson@spokanecity.org x6482
Council Sponsor(s)	CM Cathcart & CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5:00
Agenda Item Name	SBO for Recodification of the Spokane Municipal Code
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>It is a standard practice at all levels of government to perform a comprehensive review of the government’s code/laws for consistency and conflicts within and with other levels of government.</p> <p>Many changes, removals, and additions to the Spokane Municipal Code (SMC) have occurred since the last time a review was completed and it is important for the City to complete a comprehensive review of the SMC within the SMC itself and in relation to state law; the Revised Code of Washington (RCW).</p> <p>Employees in multiple City departments will participate in this exercise, but it will also be beneficial to hire a third party to manage and oversee the review process. The City intends to contract with a vendor/firm to provide this service.</p> <p>It is expected that some changes will be necessary in order to maintain consistency throughout the SMC and to ensure there are no conflicting chapters/sections within the SMC itself. It will also be important to ensure that the SMC is compliant with all relevant section of the RCW. After updates are made the City Council will recodify the SMC.</p> <p>There are salary savings in PMO due to vacancies throughout 2023. This SBO is being created so that we can utilize the unused budget for contractual services related to the review and recodification of the SMC.</p>
Proposed Council Action	Approval of this SBO to create budget capacity for this project.
<p>Fiscal Impact</p> <p>Total Annual Cost: \$220,000 Total Cost Remaining This Year: \$220,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Salary Savings</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts (If N/A, please give a brief description as to why)
<p>What impacts would the proposal have on historically excluded communities? It's not likely that this will make a direct impact, but any changes may indirectly impact these communities.</p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? As a legal and process exercise there won't be very much, if any, data collected.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Refining the SMC aligns with all City initiatives, even if it is only indirect.</p>

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 Office of Performance Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease appropriation by \$220,000.
 - A) Of the decreased appropriation, \$220,000 is removed from bases wages.
- 2) Increase appropriation by \$220,000.
 - A) Of the increased appropriation, \$220,000 is provided solely for contractual services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to contract with a vendor to review the Spokane Municipal Code for consistency and to address conflicting Chapters and/or Sections, 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

3.12

15 min

3.12 - Streets Road Maintenance Update

Harris, Clint E.

Council Sponsor; CM Wilkerson

The Street Department will provide a review of the 2023 Road Maintenance cycle, via a presentation and opportunity for questions.

| For Discussion

Attachments

[1100 - Streets 2023 Year in Review for City Council.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 509-625-7744
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Streets Maintenance Year in Review Discussion
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The Street Department will present on the accomplished work performed during the 2023 road maintenance season.
Proposed Council Action	Discussion
Fiscal Impact N/A Total Cost: <small>Click or tap here to enter text.</small> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <small>Click or tap here to enter text.</small> Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

3.13

15 min

3.13 - TRAC Shelter Extension Amendment

McCollim, Kimberley

CM Stratton and CM Cathcart

Extension amendment for TRAC and Salvation Army for four months (January – April 2024) and inclusion of 2023 safe air and warming center costs and budget not on the original February 2023 contract.

Attachments

[TRAC TSA Briefing Paper 15NOV2023 final.docx](#)

[2023-0017 TRAC Amendment B.docx](#)

[Attachment A - REVISED Debarment Suspension and FFATA Certification Form.pdf](#)

[2023.11.15 PIES TRAC Funding.pdf](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Community Housing and Human Services (CHHS)
Contact Name	Kim McCollim
Contact Email & Phone	kmccollim@spokanecity.org ; x6443
Council Sponsor(s)	TBD – recommend CMs Karen Stratton, Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	TRAC winter extension and warming center amendment
Summary (Background)	<p>Extension amendment for TRAC and Salvation Army for four months (January – April 2024) and inclusion of 2023 safe air and warming center costs and budget not on the original February 2023 contract. The purpose is to ensure uninterrupted emergency shelter services through winter and allow for a new transition plan to be created in 1Q 2024 that includes wind-down and transition scope and costs. Scaled to start transition mid-month April. New effort and administration priorities are required to transition to closure and movement of people and services from May through summer.</p> <p>This amendment includes warming center costs, summer and winter surge, and higher number at TRAC consistently (low/mid 300's to high 300s daily) which results in higher variable costs (meals, laundry, portable facilities, consumables) during the winter months. The 2023 dollars are already planned/available (not a new dollar request) and just need to be added to the existing contract. Breakdown of the funding is described below:</p> <p>2023 Funding:</p> <ul style="list-style-type: none"> • \$350,000 Criminal Justice • \$380,000 Local Dollars (Local will actually increase by \$543,000, as we are using up all our local dollars and carrying forward an additional \$163,000 in ARPA funding. This is just a shift in timing to meet the 2024 needed funding estimates) <p>\$730,000 for 2023 Increase.</p> <p>2024 Funding:</p> <ul style="list-style-type: none"> • \$892,263 Commerce Inflationary Fund • \$2,307,737 ARPA <p>\$3,200,000 for 4 months of 2024</p> <p>Total Contract increase of \$3,930,000.</p>
Proposed Council Action	Approve amendment for limited extension
<p>Fiscal Impact</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Click or tap here to enter text.</p>	

Expense Occurrence One-time Recurring

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

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

What impacts would the proposal have on historically excluded communities?
This is a continuation of services that support our most vulnerable populations.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
CMIS is the system of record for local, State, and Federal reporting

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

CMIS

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 has prioritized homeless sheltering services especially during times of extreme weather.



City of Spokane
AGREEMENT AMENDMENT B
Title: TRAC Shelter Amendment

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

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

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

WHEREAS, additional time is required, and thus the Original Agreement time for performance needs to be formally extended by this written document; and

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

WHEREAS, additional funding has been made available under the Criminal Justice and Local Funding, Commerce Inflationary Funding and ARPA; and

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

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated January 9, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. PERIOD OF PERFORMANCE.

This Agreement Amendment shall become effective on November 1, 2023 and will go through April 30, 2024. April 2024 will serve as a transition month in provider and/or service levels.

3. Amendment

Section No. 3 – BUDGET. The total amount City shall pay GRANTEE is increased by **THREE MILLION NINE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$3,930,000.00)** for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **THIRTEEN MILLION SEVENTY THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$13,070,586.00)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 20} of the original Agreement):

Attachment B – SERVICES TO BE PERFORMED, SECTION 1.b.1. Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to three hundred and fifty adults in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.

<u>Category</u>	<u>Amount</u>
SHELTER OPERATIONS 2022	\$1,097,322.00
SHELTER OPERATIONS 2023	\$4,543,264.00
SHELTER OPERATIONS AMENDMENT A	\$3,500,000.00
SHELTER OPERATIONS AMENDMENT B	\$3,930,000.00
TOTAL	\$13,070,586

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

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment 1 – Suspension & Debarment and FFATA Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

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

Go to next page.

Federal Funding Accountability and Transparency Act (FFATA) Certification

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

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

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

Yes If yes, answer question 2 below.

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

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

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

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

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

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

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

By: _____
Title: _____
Date: _____

AGREEMENT BETWEEN
CITY OF SPOKANE ("CITY") AND The Salvation Army ("GRANTEE")
IN CONJUNCTION WITH THE TRENT RESOURCE AND ASSISTANCE CENTER

1. Grantee The Salvation Army 30840 Hawthorn Blvd. Rancho Palos Verdes, CA 90275		2. Amendment Amount \$3,930,000 Total Amount \$13,070,586		3. Tax ID 94-1156347 4. UEI# LEAD00FNL8M8	
5. Grantee's Program Representative Cynthia Foley 222 E. Indiana Ave Spokane, WA 99207 NA Cindy.Foley@usw.salvationarmy.org			6. City's Program Representative Adam Schooley 808 W. Spokane Falls Blvd. Spokane, WA 99201 509-625-6053 aschooley@spokanecity.org		
7. Grantee's Contract Representative Cynthia Foley 222 E. Indiana Ave Spokane, WA 99207 NA Cindy.Foley@usw.salvationarmy.org			8. City's Contract Representative Eric Finch 808 W. Spokane Falls Blvd. Spokane, WA 99201 509-625-6455 efinch@spokanecity.org		
9. Grantee's Financial Representative Jill Moffat, Finance Assitant Controller 111 Queen Ave. N Seattle, WA 98109 206-281-1266 NA			10. City of Spokane Internal Items TRAC SHELTER 000768		
11. Grantor Award # N/A		12. Start Date 11/1/2023		13. End Date 4/30/2024	
14. Federal Funds See Next Page		CFDA # See Next Page	Federal Agency See Next Page	Program Title See Next Page	
15. Total Federal Award See Next Page		16. Federal Award Date See Next Page		17. Research & Development? N/A	
18. Indirect Cost Rate 25.50%			19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder		
20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiciton <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit					

(FACE SHEET)

4 - Consent Items

4.1

4.1 - Haven Grind & Overlay

Buller, Dan

Council Sponsor: CP Kinnear

This briefing paper is an update to a briefing paper for the Haven G and O project which appeared on the April PIES agenda. Most of the information is the same but because it will have been more than 6 months since it appeared on PIES, this updated briefing paper is being submitted. This approximately 1-mile length project is fed funded (grant).

Separately, there is a state funded (grant) sidewalk project on the west side of Haven from Heroy to Rockwell.

| For Information

Attachments

[Haven G O Sidewalk Update PIES Briefing Paper \(11-27-23\).docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Committee Date	11-27-23
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Haven Grind & Overlay, Haven Sidewalk
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> This briefing paper is an update to a briefing paper for the above named project which appeared on the April PIES agenda. Most of the information is the same but because it will have been more than 6 months since it appeared on PIES, this updated briefing paper is being submitted. This approximately 1-mile length project is fed funded (grant). Separately, there a state funded (grant) sidewalk project on the west side of Haven from Heroy to Rockwell. These two projects will be bid as a single project due to their proximity and be constructed in the 2024 construction season. They will be coordinated with other area projects including another G&O project on Market St. See attached exhibit.
Proposed Council Action	None at this time. Following bid opening, we will bring construction contracts for both projects to council for approval. These projects are planned to advertise in November, 2023 and be constructed in the spring/summer/fall of 2024.
Fiscal Impact	
Total Cost: The G&O & sidewalk project together are expected to cost about \$1.9M.	
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: Federal grant (majority) & arterial street fund (what isn't covered by the grant)	
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 citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

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

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

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.

4.2

4.2 - Outside Counsel Contract Amendment

Smithson, Lynden

Council Sponsor: CM Cathcart

Contract Amendment with KEATING, BUCKLIN & McCORMACK, INC.in the legal matter of Estate of David Shafer, et al. v. City of Spokane. This is a lawsuit against the City for the alleged wrongful death of David Shafer on October 23, 2019. Council Member Cathcart has agreed to sponsor.

| For Decision

Attachments

[Shafer Briefing Paper-10.26.23.docx](#)

[23-231 Keating Bucklin Shafer Contract Amendment.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Legal
Contact Name & Phone	Lynden P. Smithson, 6283
Contact Email	lsmithson@spokanecity.org
Council Sponsor(s)	Council Member Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Special Counsel Contract Amendment
Summary (Background)	<p>The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of <u>Estate of David Shafer, et al. v. City of Spokane</u>. This is a lawsuit against the City for the alleged wrongful death of David Shafer on October 23, 2019.</p> <p>This amendment will increase the contract by \$100,000 for a total contract amount of \$200,000.00.</p>
Proposed Council Action & Date:	December 11th
Fiscal Impact:	<p>Total Cost: <u>\$100,000.00</u></p> <p>Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source: Risk</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts	<p>What impacts would the proposal have on historically excluded communities? N/A</p> <p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A</p> <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A</p> <p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A</p>



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 801 Second Avenue, Suite 1210, Seattle, Washington 98104-1576, as ("Firm"), individually hereafter referenced as a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter of THE ESTATE OF DAVID SHAFER, ET. AL. V. CITY OF SPOKANE, and

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

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

1. CONTRACT DOCUMENTS.

The Contract dated November 8, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2023.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**.

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.

**KEATING, BUCKLIN & MCCORMACK,
INC., P.S.**

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

4.3

4.3 - SWD-Metals recycling contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle

Contract renewal with American Recycling for metals and metals/ash recycling services at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-American Recycling.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	November 27, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for metals recycling at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>At the Waste to Energy Facility, ferrous metals are removed from the ash for recycling prior to disposing of the ash at the landfill. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.</p> <p>On November 4, 2019 bidding was closed to RFP 5176-19 for the processing, transportation and purchase of the WTEF metals. American Recycling Corporation of Spokane Valley, WA, was the only response received. The RFP stipulated that the term of the agreement would be for one year from January 1, 2020 through December 31, 2020 and may be renewed for four (4) additional one-year periods. This will be the last renewal from January 1, 2024 through December 31, 2024. The revenue received for the materials is determined by a formula based on market prices on the 15th of the previous month. This contract renewal will also be amended to include a 40% ash weight deduction per incinerator load. Based on recent market trends, it is anticipated that this should generate approximately \$150,000.00 in annual revenue.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact Total Cost: <u>\$150,000.00 revenue</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.) 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? 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.

4.4

4.4 - SWD-Compressor rental value blanket renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle

Value blanket renewal with Atlas Copco for the as-needed rental of compressors for the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Atlas Copco 2024.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	November 27, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Value blanket renewal for compressor rentals at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Compressor rentals are required for the WTE to support maintenance operations during scheduled/unscheduled outages; as well as support operations in the event of a compressor failure. RFQ 5119-19 was issued for these rental services and closed to bidding on September 30, 2019. Atlas Copco of Arlington, WA was the only response received and was determined to be a responsive and responsible bidder.</p> <p>The initial value blanket was from January 1, 2020 spanning thru December 31, 2020 with the option of four (4) additional one-year renewals. This will be the final renewal and will span from January 1, 2024 through December 31, 2024 with an annual cost not to exceed \$135,000.00 including taxes. The facility is in the process of installing newly purchased compressors which will make it so that this expense will not be needed going forward, however, this value blanket is needed until they are operational.</p>
Proposed Council Action	Approval of value blanket renewal
Fiscal Impact Total Cost: <u>\$135,000.00</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: SWD 2024 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.

4.5

4.5 - SWD-Activated carbon value blanket renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle

Value blanket renewal with Cabot Carbon for the as-needed purchase of activated carbon at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Cabot Carbon 2024.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	November 27, 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 activated carbon at the WTE.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Activated Carbon is required in the operation of the WTE Facility. The Air Operating Permit for the WTE Facility requires that the pollution control equipment reduces mercury, dioxins and furans that could potentially be released into the atmosphere. Activated Carbon injected into the flue gas aids in this reduction and is required to maintain compliance with Title V of the Air Operating Permit. On November 16, 2021 bidding closed on RFQ 5541-21 to procure activated carbon for use in the WTE facility. Two bids were received and Cabot Norit Activated Carbon of Marshall, TX, was selected as the lowest cost bidder.</p> <p>The initial term of the value blanket was for one (1) year with the possibility of four (4) one-year renewals; from January 1, 2022 through December 31, 2022. This will be the second renewal, from January 1, 2024 through December 31, 2024 with an anticipated cost not to exceed \$105,000.00 excluding tax. Pricing for this term will remain unchanged at \$1.19/lb.</p>
Proposed Council Action	Approval of value blanket renewal
Fiscal Impact Total Cost: <u>\$105,000.00 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: SWD 2024 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.

4.6

4.6 - SWD-Emissions testing contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle

Contract renewal with DEECO, Inc. for the annual emissions testing required at the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-DEECO 2024.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	November 27, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for air quality emissions testing at the WTE.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Annual emissions testing, including the annual Relative Accuracy Test Audit (RATA) of the continuous emission monitoring system, is required by the operating permits for the WTE.</p> <p>On July 29, 2022, bidding closed on IRFP #5616-22 for these testing services. Two responses were received; DEECO, Inc. (Raleigh, NC) and Alliance Tech Group (Salt Lake City, UT). DEECO, Inc. was determined to be the most qualified and most cost effective respondent. The contract award was for one year with the option of four (4) one-year renewals from January 1, 2023 through December 31, 2023 with a total cost not to exceed \$135,278.00. This will be the first renewal from January 1, 2024 through December 31, 2024 with a total cost not to exceed \$140,000.00 plus tax.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact Total Cost: <u>\$140,000.00 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: SWD 2024 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.

4.7

4.7 - SWD-Bridge crane maintenance contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle

Contract renewal with WEMCO, Inc. for preventative maintenance and inspections of the Waste to Energy Facility's two bridge cranes.

| For Information

Attachments

[Briefing Paper-WEMCO Bridge Crane 2024.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	November 27, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for preventative maintenance/inspections on the bridge cranes at the WTE.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility recently completed the installation of two new 9-ton, top-running, double-girder bridge cranes. These cranes are used for continuously loading refuse into the furnace for incineration. Even though the cranes are new, they still require preventative maintenance and quarterly inspections to ensure they continue operating safely.</p> <p>On September 30, 2019 bidding closed on PW ITB 5105-19 for these services and WEMCO, Inc., of Spokane, WA was the only response received. The initial contract ran from January 1, 2020 through December 31, 2020, with the option of four (4) additional one-year renewals. This will be the last renewal running from January 1, 2024 through December 31, 2024 with an annual cost not to exceed \$100,000.00 including tax.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact Total Cost: <u>\$100,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SWD 2024 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.

4.8

4.8 - SWD-Crane, hoist, trolley and lifeline maintenance contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle
Contract renewal with WEMCO, Inc. for the preventative maintenance and inspections of the Waste to Energy Facility's cranes, hoists, trolleys and lifelines.

| For Information

Attachments

[Briefing Paper-WEMCO Trolley-Lifeline 2024.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	November 27, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for crane, hoist, trolley and lifeline preventative maintenance and inspections at the WTE
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The WTE Facility utilizes cranes in many different areas, including double girder top-riding cranes, in-house monorail cranes and two lifeline cranes in its operations. All of this equipment requires quarterly inspections and as-needed repairs by certified inspectors and technicians.</p> <p>On September 30, 2019 bidding closed on PW ITB 5101-19 for these services on all of the cranes excluding the two new refuse-handling bridge cranes. WEMCO, Inc. of Spokane, WA was the only response received. The initial contract award spanned from January 1, 2020 through December 31, 2020, with the option of four (4) additional one-year renewals and a cost not to exceed \$60,000.00 including tax. This will be the last renewal and will span from January 1, 2024 through December 31, 2024 with an additional cost not to exceed \$70,000.00 including tax.</p>
Proposed Council Action	Approval of contract renewal
Fiscal Impact Total Cost: <u>\$70,000.00</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: SWD 2024 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 - 5100 - Fleet Services - Toby's Body & Fender Contract Amendment

*Prince, Thea,
Giddings, Richard*

Council Sponsor: CP Kinnear

Fleet Services would like to add \$75k to the total annual compensation for this contract.

Higher than anticipated usage and inflation have led to expenditures above the original contract dollar amount.

| For Information

4.10

4.10 - SWD-Analytical services contract renewal

Paine, David

Council Sponsors: CP Kinnear, CM Bingle

Contract renewal with Anatek Labs, Inc. for testing of groundwater, leachate and other samples for the Waste to Energy Facility and landfills.

| For Information

Attachments

[Briefing Paper-Anatek 2024.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	November 27, 2023
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for analytical services for groundwater, leachate and other samples for the WTE and Landfills.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Testing of groundwater, leachate and other various items is a requirement for operation of the City's Waste to Energy Facility and Landfills. In July of 2021, based on their response to RFP 5480-21, Anatek Labs, Inc. was awarded a two-year contract for these services, with the option of three (3) one-year renewals.</p> <p>The initial contract award, from 11/1/2021 – 10/31/2023 was for \$90,000.00 (\$45,000.00 annually). This will be the first of the allowed renewals for an estimated amount not to exceed \$45,000.00. Due to the lifetime amount of the contract being \$135,000.00, City Council approval is now needed.</p>
Proposed Council Action	Approval of contract renewal.
Fiscal Impact Total Cost: <u>\$45,000.00</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: SWD 2024 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.

4.11

4.11 - 5300 Structured - Cohesity Replacement Nodes

Sloon, Michael

Council Sponsor: CM Bingle for new contract purchase with Structured Communication Systems for a Cohesity Node with support, three (3) years of Cohesity Dataprotect Subscription and Professional Services

| For Information

Attachments

[Structured PIES Briefing Paper.docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability (PIES) Committee

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 11/27/2023
Agenda Item Name	5300 Structured – Cohesity Replacement Nodes
Summary (Background)	New contract purchase with Structured Communication Systems for a Cohesity Node with support, three (3) years of Cohesity Dataprotect Subscription and Professional Services. This purchase is needed to replace the current Cohesity Nodes that have reached their end of life. The cost of the entire purchase will be \$259,434.26 plus applicable sales tax. Utilizing WA State DES Contract # 05116 (NASPO contract# AR2472) providing government pricing and selection of the vendor.
Proposed Council Action & Date:	Pass/Approval from Council on December 11 th , 2023.
<p>Fiscal Impact: \$259,434.26 plus sales tax Total Cost: \$259,434.26 plus sales tax 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: 5310-73100-94180-56409</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Not applicable – annual hardware/software maintenance	
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? Not applicable – annual software/hardware maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software/hardware maintenance	
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? Not applicable – annual software/hardware maintenance	

4.12

4.12 - Federally Funded Grind and Overlay P

Buller, Dan

Council Sponsor: Kinnear

This briefing paper is an update to a briefing paper for the above named projects which appeared on the April PIES agenda. Most of the information is the same but because it will have been more than 6 months since it appeared on PIES, this updated briefing paper is being submitted. These two projects, grind & overlay multiple arterials throughout the city as shown on the attached exhibits and includes ADA ramp replacement and full depth pavement repairs where needed.

Attachments

[Fed Funded G Os Update PIES Briefing Paper \(11-27-23\).docx](#)

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Committee Date	11-27-23
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Market/Monroe/29 th , 29 th /Washington/Monroe/Lincoln G&O Projects
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> This briefing paper is an update to a briefing paper for the above named projects which appeared on the April PIES agenda. Most of the information is the same but because it will have been more than 6 months since it appeared on PIES, this updated briefing paper is being submitted. These two projects grind & overlay multiple arterials throughout the city as shown on the attached exhibits and includes ADA ramp replacement and full depth pavement repairs where needed. Total length of street between both projects is approx. 5.5 miles These projects are mostly fed funded (grant). These projects will be coordinated with various other area projects.
Proposed Council Action	None at this time. Following bid opening, we will bring construction contracts for both projects to council for approval. These projects are planned to advertise in November, 2023 and be constructed in the spring/summer/fall of 2024.
Fiscal Impact	
Total Cost: <u>Market/Monroe/29th – engineer’s est is approx. \$4.8M, 29th/Washington/Monroe/Lincoln engineer’s est. is approx. \$6.5M</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: Federal grant (majority) & arterial street fund (what isn’t covered by the grant)	
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 citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

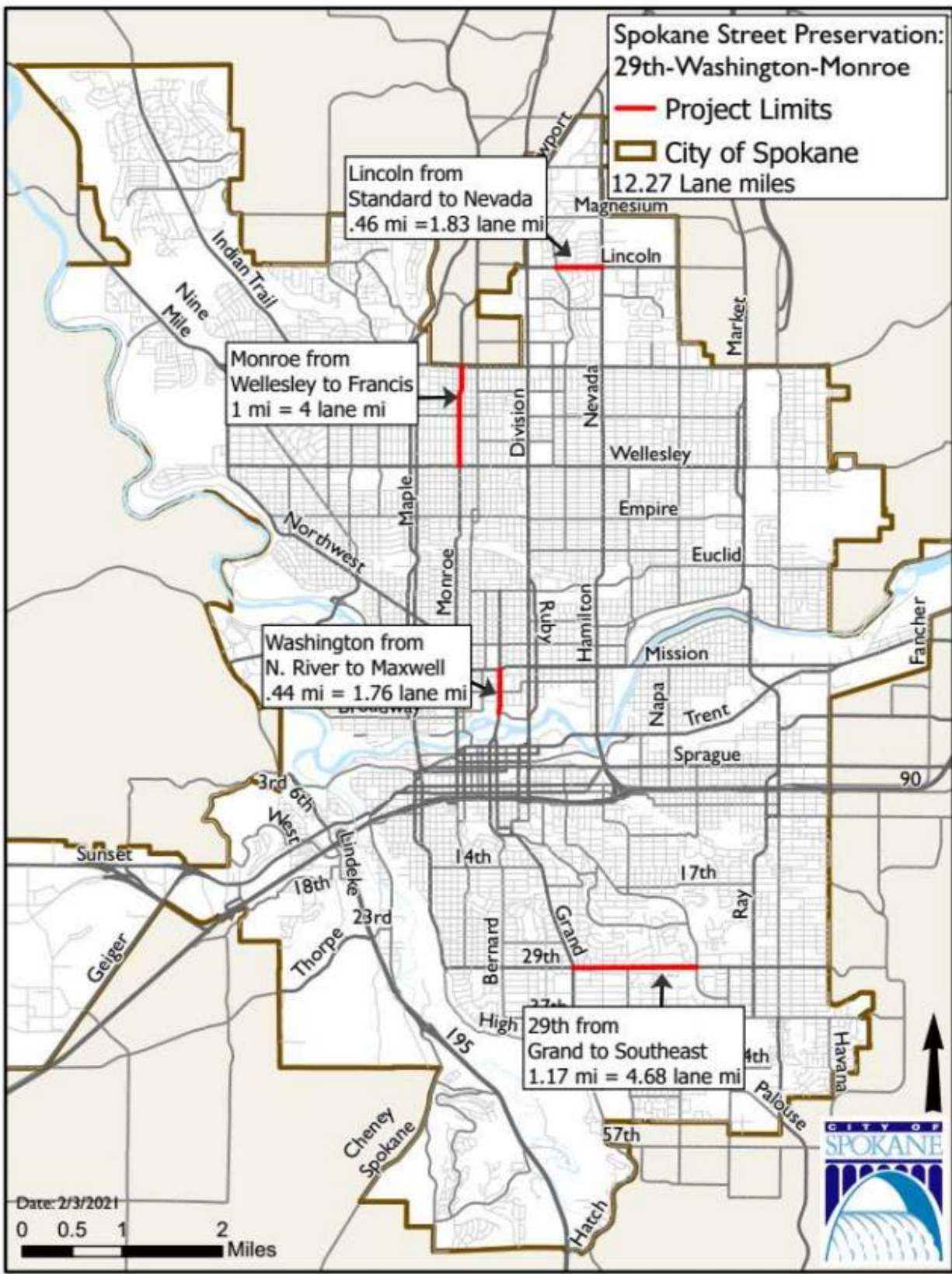
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

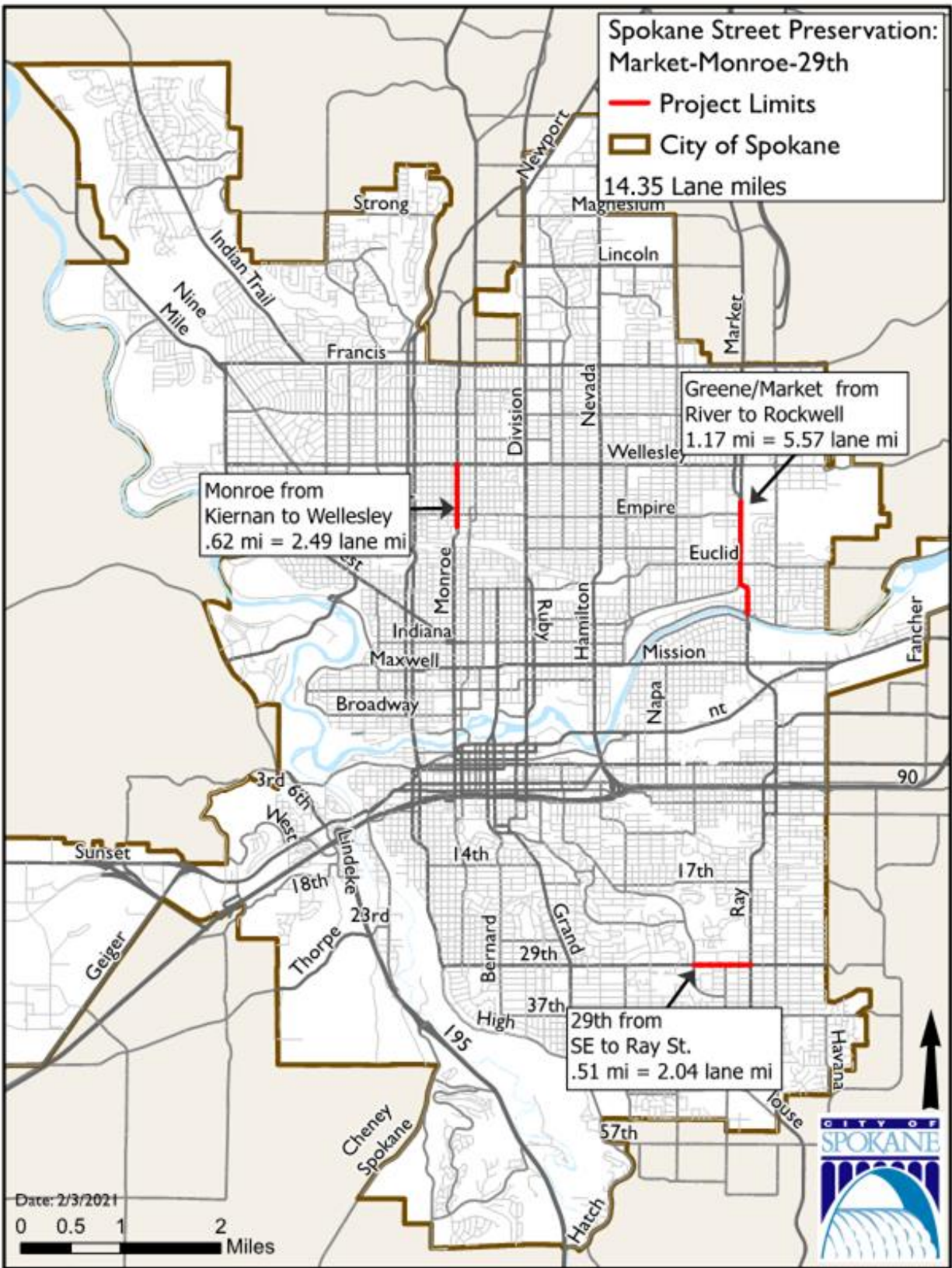
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.





4.13

4.13 - MOA Between COS and NEPDA for ARP Gr

Papich, Mark

Council sponsor; CM Bingle

Spokane County awarded the NEPDA up to \$1,500,000 in ARP grant funds for reimbursement to the City of Spokane for the design and construction of the water transmission main in Freya between Garland and Wellesley. This MOA establishes the terms and conditions of reimbursement for design and construction costs during the project from the NEPDA to the City of Spokane.

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 in January, 2024.