

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
December 14, 2020

Committee members present in person, phone or video

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

Committee members absent

Council Member Lori Kinnear

The virtual meeting may be viewed by visiting: <https://vimeo.com/490885084>

Council President Beggs called the meeting to order at 10 a.m.

Review and approval of minutes

Council President Beggs asked for a motion to approve the minutes of the October 26, 2020, and November 23, 2020 meetings.

➤ **Action taken**

Council Member Burke moved to approve the minutes of the [October 26, 2020](#), and [November 23, 2020](#) meetings as presented; the motion was seconded by Council Member Wilkerson.

Discussion items

A. Council Requests

1. Consent items for discussion
2. Legislative update
3. Future state legislative transportation funding package

Katherine Miller reported that the state legislature is expected to put forth a request for projects which are shovel ready and could proceed quickly. For this reason, Katherine explained it will be a good idea for the city to have those project requests in mind which have undergone certain required steps, such as environmental and right-of-way review. The Fish Lake Trail project was cited as one example. This project involves two bridges on the Fish Lake side of the trail. The city does not own the trail but does own the right-of-way and currently maintains several miles of the trail. Council member Mumm questioned the city being involved on this project and for providing funds on a trail which is not within the city limits. Garrett

Jones explained a task force, including representatives from the city, county and state, has been formed to look at the project and its funding package options. The Fish Lake Trail is included in the Parks six-year capital plan. Mr. Jones explained there are a number of projects that are fully designed and have matching funds available, including Don Kardong Bridge and the south suspension bridge.

4. Spokane Regional Transportation Council Interlocal Agreement update Katherine Miller provided an update on the SRTC Interlocal Agreement. The state legislature enacted a new RCW requiring all Metropolitan Transportation Organizations to provide voting membership to tribes. Additional dialogue and negotiations will need to take place relating to the tribes' membership and the interlocal agreement. The next round of meetings is scheduled for the middle of January.

5. [ADU reform recommendation](#)

Kara Odegard, Spencer Gardner and Melissa Morrison provided an overview of the Accessory Dwelling Unit Reform joint recommendation developed by the Sustainability Action Subcommittee and Affordable Housing Workgroup. An ADU is a secondary house or apartment which shares the building lot of a larger, primary house. The goal of the recommendations is to remove regulatory barriers and make it easier for property owners to construct ADUs. Recommendations include code changes, simplifying dimensional limitations, building bonuses for ADU construction, eliminating some off-street parking requirements, eliminating some design requirements, and removing a requirement that the owner live on site. If supported by City Council, the recommendations will follow the Plan Commission process, including formal review and outreach. Spencer, who is a transportation planner, presented the benefits of ADUs, including: 1) increasing housing in Spokane without consuming land at the edge of town; 2) reducing commute distances; 3) leveraging existing infrastructure rather than having to create additional infrastructure; 4) ability to "age in place;" and 5) offering a variety of housing options in neighborhoods where there is a lack of diversity. Melissa presented companion recommendations which include partnering with local architectural design firms, developing education and outreach programs, exploring funding options, and partnering with local financial institutions. Council member Cathcart suggested making the policy as broad as possible by not placing limitations on the type of use, such allowing the unit to be used as a vacation rental. Michael added he would like to see alleyway access for these units, remove backyard setbacks and take a look at size limitations. Council member Mumm looks forward to the Plan Commission working their process. She believes there a lot the city could do without changing any of the ADU regulations. Council President Beggs suggested City Council schedule time to develop priorities so the Plan Commission will know the council's direction. He would also like to see community engagement included in this work.

6. [National League of Cities Leadership in Community Resiliency Grant](#)

Kara Odegard presented an update on the NLC grant. Funding from this \$10,000 grant would be used toward building an environmental justice framework for the Spokane Sustainability Action Plan.

B. Staff Requests

1. Article X PW Apprentice Program update

Jason Sandobal presented the Public Works Apprentice Program annual report. For all public works construction projects valued at \$600,000 or more, at least 15% of the labor hours must be performed by apprentices enrolled in the program. Of the 11 qualifying projects in 2020, there was 16% participation, 90,000 journeyman hours and 14,000 apprentice hours. Council President Beggs suggested Jason return to the March PIES meeting to provide his view on what is working best and what could be improved upon.

2. Intermodal Facility Utilization plan

Tonya Wallace introduced Dave Steele and Ariane Schmidt who presented a high level, directional presentation on options for the Intermodal building. Staff reviewed each floor plate outlining the potential costs and revenues associated with each floor. The first floor features Amtrak, SPD TAC teams and some rental area. The second floor includes Greyhound, rental space with kitchen facilities and open space. The third floor would not be designed for public access, and would offer space for the Spokane's Regional Transportation Management Center, Frontier Behavioral Health and some rental space. Staff is expected to return next month with details on the next steps.

3. City utility bill delinquencies

Marlene Feist provided data relating to the increasing number of delinquencies over the past nine months. The large number of delinquencies are attributed to the pandemic. The number of delinquencies has doubled since January and now total \$4.8 million. Marlene provided information how the city is addressing the issue which includes suspending late fees and water shutoffs, through partnership with SNAP and the Salvation Army offering the U Help assistance program, and raising more than \$150,000 for utility assistance. Repayment plans and deferrals have also been launched to help customers. Next steps involve continuing to promote interest-free payment arrangements, seek state and federal funding, considering another round of fundraising, and making operational changes to manage reduced cash flow and revenue.

4. [MOUs with Comstock and Cliff/Cannon Hill Neighborhood Councils regarding banner installation](#)

Carly Cortright provided an overview of this project which is part of the Community Engagement Grant process. Comstock and Cliff/Cannon Neighborhood Councils have chosen to display banners that represent the neighborhoods which will hang from light poles on major corridors throughout

their neighborhoods as part of neighborhood beautification. The intent is to replace hanging flower baskets that can be difficult to maintain.

5. Electric-powered SPD vehicles

Nathan Groh provided information he gathered from the Police Department. During graveyard shift, there is room for charging the proposed electric-powered vehicles.

Strategic Plan Session

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

- No report for this meeting.

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

- No report for this meeting.

C. Priority Strategy 3. Sustainable city

- No report for this meeting.

Consent items

1. Well Electric #4 Pump replacement (Engineering)
2. BrandSafway Services contract renewal – removal and replacement of insulation/cladding at WTE (Solid Waste Disposal)
3. Tourism Promotion Area ILA amendment No. 3 (Mike Piccolo)
4. Stormwater monitoring engineering consultant contract (Integrated Capital Management)
5. CDW Government (CDW-G) value blanket (IT)
6. Dell Marketing L.P. (Dell Financial, L.L.C.) value blanket (IT)
7. Software House International, Inc. (SHI) value blanket (IT)
8. Liquid deicer (Street)
9. Road salt (Street)
10. Hydrant truck body purchase (Fleet)

Executive session

None

Adjournment

The meeting adjourned at 11:38 a.m.

Prepared by:

Pamela Clarke

Approved by:



Chair

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment and Sustainability
October 26, 2020

Committee members present in person, phone or video

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

The recorded meeting may be view here: <https://vimeo.com/472385527>

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

Review and approval of minutes

Council President Beggs asked for a motion to approve the minutes of the September 28, 2020 meeting.

- **Action taken**
- Council Member Burke moved to approve the minutes of the September 28, 2020 meeting as presented. The motion was seconded by Council Member Wilkerson.

Discussion items

A. Council requests

1. Consent items for discussion

Item no. 9. Ice Kicker

Clint Harris explained the Streets Department is requesting a value blanket not to exceed \$100,000 per year for de-icer salt. Staff was asked to provide documentation relating to the product's sustainability and its environmentally-friendly qualities.

2. Legislative update (if needed)

3. Cook Street Project Overview – Mark Anderson of Spokane Public Schools presented conceptual drawings of the proposed pedestrian-friendly, community campus project designed to connect Northeast Community Center, the new Hillyard Library, On-Track Academy and Shaw Middle School. This project is a collaborative effort of the school district, Spokane Library, Partnership Policy Committee, the community center, STA, Children of the Sun Trail Planning, Walkability Group, and the Regional Health Department, among others. Street work is expected to begin this spring with all facilities scheduled to open by August 2021.

4. Capital Improvement Plan Amendments Resolution – City Council President Breean Beggs reviewed the proposed amendments resolution. Council approved the initial resolution in June. If the council approves the amended resolution it will return to the Plan Commission for concurrency and evaluation.

B. Staff requests

1. Street Design Standards and SMC's update – Inga Note provided an overview of changes made since August 2020 to the Street Design Standards. Changes include revised sidewalks, buffer zones dimensions, overly-wide local streets in certain areas, and requiring two ADA compliant curb ramps per corner in all new construction and reconstruction projects. For retrofit or preservation work, the priority is to use two curb ramps per corner. SMC updates involve removing SMC 17A.101.070-Delegation of Administration due to planned update and some changes to 17H.010 Engineering Standards in order to match street standards.
2. High System Reservoir – Katherine Miller reviewed some of the issues with the current system. There was some discussion relating to a possible option of a conservation plan which could involve restricting watering to every other day. If conservation measures are to be effective there would need to be guarantees that the plan was followed. She explained the city cannot keep up with the current water demands. At this time, the city is eating into the stand-by storage just to meet the community's needs. The stand-by storage requirements call for a certain amount of water to be maintained in the event of an emergency. Kyle Twohig provided an overview of the public outreach project relating to the proposed reservoir on the South Hill, and gave a review of the pros and cons relating to some of the potential sites. A cost analysis and a proposal on the top two site selections are scheduled to be presented to the Park Board and City Council. The Park Board will also be presented mitigation options for utilizing park property, including funding park improvements or providing funds to acquire new open space or conservation land. Construction time is estimated to take about 16-18 months if the tower was built at Hamblen Park.
3. Rate Setting – Scott Simmons spoke briefly about the rate setting process for the past five months. These ordinances will be briefed at the 3:30 p.m. Council Briefng today. He introduced Marlene Feist who provided a recap of the study sessions held previously. Marlene presented an overview of the proposed 2.9% general water and wastewater rate increases for 2021-2023.

4. Comcast Television Franchise – Marlene Feist presented an overview of a proposed updated, 10-year cable franchise with provider Comcast. The agreement includes six channels, two high-definition and four standard-definition channels.
5. Ordinance Amendments - Industrial Pretreatment Program – Raylene Gennett presented proposed ordinance amendments. Changes are consistent with state and federal updates and include updates to EPA pharmaceutical waste regulations and model pretreatment ordinance, wastewater hauler procedures, and state-required engineering report documents.
6. Consulting Contract for NW Spokane Stormwater Study – Mark Papich reviewed a proposed consulting contract with Osborn Consulting Engineers. The study is identified in the city’s six-year capital improvement program and is designed to determine the capacity of stormwater facilities in northwest Spokane.
7. MOU between Library & Public Works for CSO #26 – Kyle Twohig reviewed the proposed MOU which will transfer funds to the Library to finish landscaping and complete paving at the new CSO #26 tank located adjacent to the Downtown Library.
8. School District ILA – Kyle Twohig provided an overview of the proposed ILA between Spokane Public Schools and the city to accommodate the Engineering construction management office relocation.

Strategic initiatives session – Council President Beggs and Scott Simmons

Priority strategy 1: Rapidly accelerating street pavement maintenance projects

- TBD/I-976 Update – Clint Harris and Kevin Picanco provided an update on Transportation Benefit District/Initiative 976. CTAB plans to reconvene to work on the 2021 plan.

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

- No report this meeting.

Priority strategy 3: Sustainable city

- No report this meeting.

Consent items

1. On-Call Engineering Consultants (Engineering Services)
2. National Filter Media – Value blanket for the purchase of fabric filter bags (Waste to Energy)
3. Online Cleaning – Contract renewal for boiler blast cleaning (Waste to Energy)

4. WEMCO, Inc. – Contract renewal for bridge crane maintenance and inspections (Waste to Energy)
5. WEMCO, Inc. – Contract renewal for crane, hoist, trolley and lifeline maintenance and inspections (Waste to Energy)
6. Purchase of Mechanical Rodder (Fleet)
7. Purchase of Combination Cleaner Body (Fleet)
8. Purchase of Combination Cleaner Chassis (Fleet)
9. Ice Kicker (Streets)
10. Journal Technologies eSuite Amendment - eProbation module (IT)

Executive session

None

Adjournment

The meeting adjourned at 2:52 p.m.

Prepared by:

Pamela Clarke

Approved by:

Chair

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
November 23, 2020

Committee members present in person, phone or video

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

The recording of the meeting may be viewed here: <https://vimeo.com/482852927>

Council President Beggs called the meeting to order at 1:18 p.m.

Discussion items

A. Council Requests

1. Consent items for discussion
2. Legislative update (if needed)
3. Contract with Northeast PDA

Council Member Cathcart presented an overview of an agreement with the Northeast Public Development Authority stating the city will distribute \$100,000 funding to the Northeast PDA from the community investment funds to be used by the Authority for economic development purposes for infrastructure planning and project capital within the geographical boundaries of the Authority.

4. SPD fleet purchases

Tonya Wallace explained the request for City Council is not a request to purchase the vehicles, but is an SBO request to increase SPD's budget to replace money which was borrowed from the regular equipment plan for the purchase of four SPD vehicles which are grant-funded purchases. She explained city staff has completed extensive research and cost analysis on purchase options. Spokane Police Major Michael McNab presented a cost analysis on how electric vehicles can fit into the SPD fleet. Vehicles are used until the cost of maintenance exceeds replacement. Currently, SPD is about 90 vehicles behind in fleet rotation purchases. Using lifecycle cost analysis, it has been determined the upfront cost to purchase an electric vehicle would be approximately 26% more than the standard K8 SUV, 20% more than the K8 hybrid and 18% more than the Tahoe. Staff presented findings from a one-year pilot program conducted by the Fremont Police Department in California involving Tesla electric vehicles. Based on pilot program results, it was determined the Tesla was feasible for Fremont's patrol work. Major McNab explained the Tesla would not be feasible for SPD's patrol use, in part, due to the

amount of time required to charge the vehicle; however, the Tesla could be used for investigators and administrative use. Council encouraged staff to continue efforts to partner with Avista in developing infrastructure for charging stations. SPD recently added 14 K8 hybrids into its fleet. City Council voiced support for introducing electric vehicles into the City-wide fleet in hopes of reducing carbon footprint and saving taxpayers' dollars. Staff is expected to return to Council with details on how this project may be implemented. In addition, staff will also provide a five-year plan which includes infrastructure and fleet data.

5. Fleet leasing pilot project

Tonya Wallace provided an overview of the Fleet leasing pilot project which has been underway for about one and a half years. Benefits include the ability to save on maintenance expenses and the lease program is environmentally sustainable since the newer leased vehicles with improved gas mileage are replacing older purchased vehicles. The newer vehicles are also determined to be safer. Enterprise Fleet representatives Cody Bykonen and Joe Hatcher presented a high-level overview of the leasing project with the City. Parks and Recreation Budget and Finance Director Mark Buening reported the benefits Parks experienced in the past year while participating in the pilot lease program. Parks was able to replace five aging vehicles with safer, more efficient vehicles while saving on maintenance costs. Ms. Wallace explained with City Council's approval staff would like to continue the program by identifying the vehicles which need to be replaced and to begin the replacement process.

6. Fluoridation engineering study discussion

Scott Simmons opened the discussion regarding the fluoridation engineering study and introduced Katherine Miller who explained the process to select a consultant to study fluoridating the City's water supply. It could take up to two and a half year before construction may begin. The first step in selecting a consultant will be to develop a request for qualifications (RFQ) which is expected to take about two months. The selection process to determine the most qualified consultant is anticipated to take several more months. The study is estimated to cost between \$250,000 to \$500,000 and will take approximately 12-16 months to complete. After a scope of work is determined, the design process will begin which will take about six to eight months. Once the design is completed, construction may begin which involves building two stations per year.

B. Staff Requests

1. Update on 2020 unpaved streets project

Kyle Twohig provided an overview of the projects which rolled out this year. The first round of unpaved streets to be paved in the new program included Falls Avenue, Napa Street and Altamont Street. This project is expected to continue next year.

2. Update on 2020 carryover construction projects

Kyle Twohig provided an overview of the projects to carry over to next year. These projects include Hamilton signalization, South Gorge Trail Phase 2, NSC project at Cleveland, Jackson and Grace, grind/overlay at Indian Trail, Spokane Street

Preservation North at Nevada, Ben Burr pedestrian signals at 2nd and 3rd avenues, Post Street Bridge, and Geiger Boulevard Phase 2.

3. Residential street program

Marlene Feist presented an overview of the residential street repair program. Of the 2,200 lane miles of streets within the city of Spokane, about 1,400 miles are residential or non-arterial streets. More than 90% of the miles traveled are on arterials and less than 10% of miles traveled are on residential streets. This data directs how the funding system is determined. Ms. Feist reviewed the street funding strategy which includes focus on arterials and doubling investment in residential streets through other funds, including TBD and street maintenance dollars. Available funding from Streets budget and TBD totals \$8.9 million. Ms. Feist reviewed spending options which includes unpaved streets, sidewalks, Cook Street project, residential street repair, and additional investment in unpaved streets, sidewalks and other priorities. Next steps involve Council to confirm the following: 1) participation in the Cook Street project; 2) investment amount in the Unpaved Street Rehabilitation project; 3) investment amount in sidewalks; and 4) acknowledgement of capacity limitation that will stretch work out. Council President Beggs explained Council is seeking an SBO on the Cook Street project and to bring the project forward to the school district. He suggested Council work on a resolution on the four items identified by Ms. Feist.

4. Executive and Administrative SMC Code cleanup ordinance

Amber Richards reviewed the SMC Code Cleanup Ordinance which involves housekeeping changes proposed for the Administrative and Personnel section of the SMC designed to accurately reflect reporting structures and organizational changes within the Administrative branch.

Strategic Plan Session

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

- No report for this meeting.

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

- No report for this meeting.

C. Priority Strategy 3. Sustainable city

- No report for this meeting.

Consent items

1. Recycled Materials - Value blanket renewal (Wastewater)
2. American Recycling - Revenue contract for the recycling of metals ash and scrap metal (Waste to Energy)
3. Foust Fabrication - Service contract for offsite grapple rebuilding (Waste to Energy)

4. Wemco Inc. - Value blanket for the purchase of OEM mechanical bridge crane parts (Waste to Energy)
5. Northstar Chemical - Value blanket renewal for the purchase of sodium hydroxide (Waste to Energy)
6. GPI Strategies - Sole source resolution and contract for computer based training (Waste to Energy)
7. Engineering consultant contract - Sewer lift station sewer assessment (Wastewater)
8. Consulting contract - Risk and resiliency analysis (Wastewater)
9. Media Services contract renewal (Water & Hydroelectric Services and Wastewater)
10. Parkwater Well Station - Purchase of vertical turbine replacement pumps & motors (Water & Hydroelectric Services)
11. Toby's Body and Fender - Auto body repair service contract renewal (Fleet)
12. Spokane House of Hose - Value blanket renewal (Fleet)
13. Kenworth Sales - Construction truck purchase (Fleet)
14. Kenworth Sales - Valve truck purchase (Fleet)
15. Compressed gases – Value blanket (City wide)

Executive session

None.

Adjournment

The meeting adjourned at 2:43 p.m.

Prepared by:

Pamela Clarke

Approved by:

Chair

Briefing Paper

PIES

Division & Department:	City Council
Subject:	ADU Reform
Date:	12/14/2020
Contact (email & phone):	Kara Odegard; kodegard@spokanecity.org
City Council Sponsor:	Michael Cathcart
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Comp Plan Chapter 3 (LU 3.6, 4.1, 4.2)
Strategic Initiative:	Innovative Infrastructure & Urban Experience
Deadline:	TBD – depending on when Council adopts Plan Commission’s 2021 work plan
Outcome: (deliverables, delivery duties, milestones to meet)	Include ADU Reform on Plan Commission Work Plan and implement education and outreach programs
Background/History:	
<p>Spokane’s ADU Code, while a step in the right direction, is out of date and does not include many of the best practices found in PNW cities of similar sized. And like many of our peer cities, Spokane is suffering from a lack of affordable middle housing. Loosening ADU restrictions will not solve all our housing issues, but by removing some of the current barriers, the City will provide property owners the ability to build more affordable housing options without the need to invest public dollars in additional infrastructure.</p>	
Executive Summary:	
<p>The Sustainability Action Subcommittee (SAS) & Affordable Housing Workgroup (AHW) recommend that Council adds the following ADU reforms to the 2021 Planning Commission work plan.</p>	
SMC Changes:	
<ol style="list-style-type: none"> 1. Increase the number of ADUs allowed from one per lot to two (subject to the bulk and coverage limitations of the underlying zone). Only one of the ADUs may be fully detached. The other ADU would have to be internal (e.g. a basement apartment) or would have to be above a detached accessory structure such as a garage. 2. Remove most of the dimensional limitations specific to the ADU section of code. Instead, the ADUs should simply be treated as appendages to the primary structure. ADUs will be constrained by the combined floor-area-ratio (FAR) and lot coverage of the underlying zone. To maintain the “accessory” nature of the ADUs, we recommend they are limited to 1,200 square feet or less. The combined square footage of all ADUs on the property cannot exceed 90% of the square footage of the primary structure. Detached ADU height is also limited to the height of the primary structure. 3. Add dimensional bonuses for an ADU as an incentive to create more housing. 4. Remove the requirement that a lot with an ADU be occupied by the owner. 5. Remove requirements for off-street parking. 6. Remove design requirements. 7. Allow the ADU to be subdivided from the primary structure via the City’s “Pocket Residential Development” ordinance. 	
Outreach & Equity Recommendation:	

In order to broaden access and capacity for greater participation in homeownership, specifically ADUs, the SAS/AHT recommends the City include the following education, outreach, and equity initiatives while adopting the SMC changes listed above:

1. Partner with local architectural design firms for pre-approved detached ADU plans
2. Develop education and outreach programs
3. Explore funding options to encourage building units for targeted income levels
4. Partner with local financial institutions to increase access to capital for broader participation

Budget Impact:

TOTAL COST:

Approved in current year budget? Yes No N/A

Annual/Reoccurring expenditure? Yes No N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Sustainability Action Subcommittee (SAS) & Affordable Housing Workgroup (AHW)



ADU Reform Recommendation

Nov 23rd, 2020

Introduction

The Sustainability Action Subcommittee (SAS) in collaboration with the City Council's Affordable Housing Workgroup (AHW) recommends Council adds ADU reform to the 2021 Plan Commission work plan. By reforming ADU code and making them easier to build, we help to address a housing shortage in a sustainable manner. Accessory Dwelling Units (ADUs) have been legal in Spokane for several years but there have been very few actually built. There are many reasons for this, but one is almost certainly the regulatory barriers that make them an unattractive option for many property owners.

With housing prices continuing to escalate out of reach of many families, it is important that city code provide for a variety of housing options to meet the needs and budgets of all people. Because ADUs are built on already-developed land and are smaller houses by design, they are an excellent option for lower-cost housing. Furthermore, because ADUs are generally built behind existing houses, the aesthetic qualities of single-family neighborhoods can be maintained while increasing the supply of houses in all parts of Spokane.

ADUs are also beneficial for the City's long-term budget outlook. They add taxable value to already-developed land that is serviced by existing roads and utilities. Using existing infrastructure is a more efficient use of taxpayer money than extending services at the outskirts of urban development. ADUs increase tax revenue for the city through voluntary, market-based decisions without adding to the infrastructure costs for roads, water, and sewer.

Leveraging the use of existing infrastructure for additional housing is not only financially advantageous, it also provides environmental benefits by increasing housing density within the urban growth boundary. ADU environmental benefits include less energy & water consumption, fewer building materials, and less land consumption than traditional single family homes. By creating more density within the city limits, ADUs also reduce the need for vehicle miles traveled and incentivize use of public transit ultimately reducing greenhouse gas emissions.

Summary of Proposed SMC Changes

1. Increase the number of ADUs allowed from one per lot to two (subject to the bulk and coverage limitations of the underlying zone). Only one of the ADUs may be fully detached. The other ADU would have to be internal (e.g. a basement apartment) or would have to be above a detached accessory structure such as a garage.

2. Remove most of the dimensional limitations specific to the ADU section of code. Instead, the ADUs should simply be treated as appendages to the primary structure. ADUs will be constrained by the combined floor-area-ratio (FAR) and lot coverage of the underlying zone. To maintain the “accessory” nature of the ADUs, we recommend they are limited to 1,200 square feet or less. The combined square footage of all ADUs on the property cannot exceed 90% of the square footage of the primary structure. Detached ADU height is also limited to the height of the primary structure.
3. Add dimensional bonuses for an ADU as an incentive to create more housing.
4. Remove the requirement that a lot with an ADU be occupied by the owner.
5. Remove requirements for off-street parking.
6. Remove design requirements.
7. Allow the ADU to be subdivided from the primary structure via the City’s “Pocket Residential Development” ordinance.

NOTE: For more details on the above recommendations, see below.

Equity Considerations

From a historic perspective, Single Family Zoning is rooted in a desire to exclude racial minorities, lower class whites, and religious minorities from upper middle class neighborhoods. The authoritative resource on this is [The Color of Law](#), which outlines the historical context behind the practice of redlining and other racist housing policies that are still impacting our society today. Once it became unconstitutional to explicitly segregate neighborhoods based on race, people discovered that you could achieve the same effect by simply requiring housing in some places to be more expensive. This is accomplished primarily by requiring larger lots and disallowing multiple units. The common term for this practice is **exclusionary zoning**.

It may be helpful to know that the City of Minneapolis and the State of Oregon have both loosened zoning to allow for compatible forms of multi-family housing in formerly single-family zones. The discussion in both places was focused on housing affordability and exclusionary zoning policy.

To return to the question of owner-occupancy requirements, it is critical for the discussion to acknowledge the history just cited. The animating principle behind limiting ADUs to owner-occupied properties is the same as what drove previous generations to create single family zoning in the first place. Exclusionary zoning is so commonplace now that we take it for granted that rich people and poor people simply don't live near each other without considering the ways in which city regulation has made it so.

There is nothing inherently wrong with living in a single family home. For many people, it is in fact the preferred form of housing. The key is that there's a difference between allowing single family homes to be built based on market demand and requiring that people live in single family homes through the zoning code. Our current zoning effectively requires people to live in a single family home, especially if they want to live in a neighborhood with good schools and services.

The most impactful step the city can take toward making housing more affordable and sustainable is simply allowing for greater housing choice in all neighborhoods of Spokane. Our work on ADUs is a small step in this direction.

Affordable Housing & Equity Recommendations:

The SAS & AHW recommends that the City includes resources and programs for low-income individuals in order to broaden access and capacity for greater participation in homeownership, specifically ADUs. Spokane should learn from cities like [Austin](#), [Denver](#), [Los Angeles](#), and [Portland](#) where programs aimed at making ADUs affordable to more homeowners have been developed.

Specifically, the SAS and the AHW recommend the City include the following education, outreach, and equity recommendations while adopting the SMC changes listed previously:

1. Partner with local architectural design firms for pre-approved detached ADU plans
2. Develop education and outreach programs
3. Explore funding options to encourage building units for targeted income levels
4. Partner with local financial institutions to increase access to capital for broader participation

The City of Seattle provides a useful framework for incorporating the above equity & outreach recommendations into their ADU policy. Spokane would not need to re-invent the wheel in this area.^{1,2}

SAS & Affordable Housing Workgroup Voting Results:

SAS

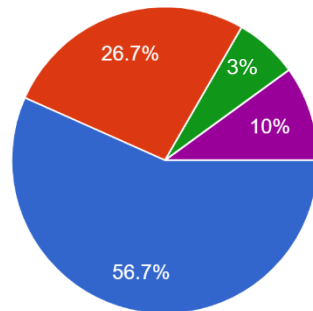
The voting members of the SAS approved this recommendation 27 to 3. According to SAS voting rules, when a member votes 1-4 they are indicated that the recommendations moves forward to Council. A 5 vote indicates the member does not approve moving this recommendation forward. In this case, 90% of the SAS was in favor of the recommendation

¹ [Seattle's Racial Equity Toolkit on policies for ADUs](#)

² [Seattle's ADUniverse Website](#)

Should the City of Spokane adopt ADU reform as presented by the SAS Planning & Land Use Workgroup?

30 responses



- 1. I can say an unqualified "yes" to the decision.
- 2. I find the decision acceptable.
- 3. I can live with the decision, but I'm not especially enthusiastic about it.
- 4. I do not fully agree with the decision, but I do not choose to block it.
- 5. I do not agree with the decision, and I feel we should explore other options.

Affordable Housing Workgroup

The policy recommendations outlined in this document were made in collaboration with the Affordable Housing Workgroup, which is in support of these ADU reforms. Additionally, the CHHS Affordable Housing Subcommittee was consulted as well, and they provided their support formally during their October 2020 board meeting.

Detailed SMC Recommendations:

1: Increase ADUs from one to two

The skyrocketing housing prices being experienced in Spokane and elsewhere are partly the result of the supply of housing not being enough to satisfy demand. This is especially true in desirable urban neighborhoods where developable land is almost non-existent. The only way to boost supply in these areas is by encouraging redevelopment. Given the low impact of ADUs compared to apartment buildings, it is in the City's interest to foster as much of this housing type as the market supports. **Keep in mind that ADUs are still subject to dimensional limitations (#2) so this doesn't mean building sizes or heights can exceed what has already been allowed in the underlying zoning. In addition, a detached ADU can't be more than 75% of the square footage of the primary structure, and cannot be taller than the primary structure.**

2. Change the dimensional limitations

The current ADU code places its own height and square footage limits on ADUs that are separate from the underlying zone. This means, for example, that an ADU developed in a RHD zone where large apartment buildings are allowed is limited to the same dimensions as an ADU developed in a RSF zone.

The proposed changes simplify these limitations. Instead, lot coverage is governed by the underlying zone and building size is limited to 90% of the size of the primary structure. The

additional square footage and lot coverage of any ADU is simply combined with the primary structure, the total of which must still meet that zone's requirements.

In addition, limitations relating to size and lot placement can be adjusted with approval of the Planning Department director. This allows some flexibility in isolated cases that don't fit typical development patterns.

For example, the RSF zone allows a maximum of 2,250 square feet of lot coverage for a 5,000 square foot lot. If you have a single-family home that covers 1,800 square feet, the total additional coverage of an ADU can only be 450 square feet.

Likewise, if that single-family home has two levels and a total of 2,200 square feet, the FAR of the primary building is 0.44 (2,200/5,000). In order to stay under the maximum 0.5 FAR in the RSF zone the additional ADU can only be 300 square feet (2,200 + 300 / 5,000 = 0.5).

Finally, on a lot with a single family home that is only 1000 square feet, the largest possible size for a detached ADU would be 750 square feet (75%).

(The above examples do not include the dimensional bonuses described in #3)

3. Dimensional bonuses

In recognition of the positive benefits of ADUs for adding naturally-affordable housing and the efficient use of taxpayer resources, we recommend the code be modified to create a dimensional bonus for ADUs. The bonus works by slightly increasing the allowable lot coverage and FAR for each ADU. 400 square feet of allowable lot coverage and an additional 0.1 of FAR are added to the maximums of the underlying zone in this recommendation.

4. Removal of owner-occupancy requirements

The current code requires that the owner of the lot reside on site for any permitted ADU. This has been a common feature of zoning codes around the country but has been eliminated in many cities that are taking a second look at their ADU regulations, including Seattle and Tacoma. Such a requirement has even been found unconstitutional in [North Carolina](#) (these requirements are rarely challenged in court).

First, it must be stated that there is a long history of communities in the United States using land use regulation as a covert method of racial and class-based segregation. The requirement for owner occupancy, while not necessarily driven by racial animus, has the effect of putting up walls between minority/poor populations and upper middle class neighborhoods.

An owner-occupancy requirement also dramatically increases uncertainty for a prospective ADU owner. Since an ADU is a significant investment, residents are unlikely to commit resources if they anticipate the need to change their housing situation if that change might run them afoul of city code. It is likely that this requirement is the single biggest barrier to ADU adoption in Spokane.

5. Off-street parking changes

The proposed changes eliminate the requirement to provide an off-street parking space for an ADU. Ask any developer, architect, or urban designer: parking requirements are a major impediment to new development in already-developed areas. This is especially true on tight urban lots where ADUs are most likely to be an attractive investment for homeowners. And those tight urban lots are in places where people are already more likely to get around without a car.

Parking is also not cheap. Depending on the configuration, parking could add thousands of dollars to the cost of an ADU. If affordable housing is an area of concern, City code should not be adding needless cost and regulation to ADUs.

During the 2020 legislative session, the State of Washington adopted HB [6617](#) which eliminates the off-street parking requirement for ADUs if the structure is located within $\frac{1}{4}$ of a high frequency transit stop. In this case high frequency is defined by a minimum of 15 minute intervals during peak hours.

6. Removal of design requirements

The current code mandates that an ADU match the design features of the main house. This creates major design challenges for ADUs since considerations like window sizing and orientation, and roof pitch become significantly more difficult in the small spaces of an ADU. The need to match the main house can either discourage an ADU project or, ironically, result in ugly, unfriendly buildings because the design elements of the main building don't translate well to the smaller ADU.

Additionally, the City can prevent the proliferation of "ugly design" by offering a series of pre-approved designs that are displayed on the City's website. Pre-approved designs offer aesthetically pleasing ADU options that will save the property owner both design and permit fees.

7. ADU lot subdivision

The ability to subdivide a lot, separating off the ADU for separate fee-simple ownership, is another huge improvement for flexibility. The City's Pocket Residential Development ordinance in [SMC 17C.110.360](#) is already tailor-made for this kind of subdivision. The subdivided lots are still subject to the bulk and density requirements of the parent lot so the subdivision would not allow increased development beyond what is already permitted. The advantage is that the ADU can be sold separately from the main house.

This also has the benefit of ensuring that some ADUs will continue to be owner-occupied properties, despite the removal of the owner occupancy requirement. In fact, it is possible that this change could *increase* the ownership rate of ADUs since the current code only allows ADUs to be used for rental housing.

As a lower-cost housing option, ADUs could be an excellent way to bring more people into home ownership.

This proposed change has raised some questions about how utilities would be handled for subdivision. Under current code, ADUs are built with a shared connection to the main utility

lines. The City has not developed a standard approach for dealing with utilities on Pocket Residential developments. In some cases, each individual lot provides its own utility connection. In other cases, a single connection is made with the submetering handled by a Home Owners' Association (HOA). The best way to handle utilities is an open question going forward, but at a minimum there is precedent at the City for serving multiple units on separate tax lots with a single utility connection.

A related code change is proposed to allow ADUs to connect to city utilities via a separate connection. This would be a choice made at the time of construction and would be subject to the regular fees and process for a new utility connection as set forth in SMC 13.04. The rationale for this is to make Pocket subdivision easier since it would not require a shared private utility via an HOA.

Concerns

As is customary with any SAS recommendation, there are additional impacts we think the City should consider. Voting members who opposed these ADU reforms have the following concerns:

1. By removing the owner occupancy requirement, we potentially open up more opportunity to speculators and developers. Owner occupancy allows some level of control of property owners who are concerned about the future of their neighborhood, to make decisions about additions of ADUs. By allowing developers and profit seekers in, they could inadvertently be pushing single family homeowners out.
2. Tree canopy – how do we encourage preservation of our urban canopy on property where trees may be removed to make room for an ADU. This is a real concern as it is in direct conflict with other SAS recommendations in promoting increase in urban canopy. This concern should be balanced with the potential for even more tree removal if housing is built on undeveloped lots or on the outskirts of the City limits.
3. Give-aways to developers – a few people expressed concern that this policy would primarily benefit developers by giving them too much freedom without requiring them to commit to social or environmental stipulations. One specific concern was that allowing property owners/developers to subdivide without meeting any regulatory requirements could incentivize haphazard development. Density needs to be approached through a regulated process.
4. Design Concerns – Some people have expressed concern that by lifting the design requirements the City is opening neighborhoods up for disrupting the character in certain neighborhoods. The example of the Logan neighborhood was cited where a loophole in City code allowed for property owners to build large, multi resident “additions” to their homes by putting a small, connecting “roof” between structures. This would not apply in the case of ADUs due to the size limitations.
5. Developer Exploitation – the concern that removing the owner occupancy requirement will allow developers to exploit a thriving rental market ultimately pushing out single-family homes was raised. As a compromise, one way to address this could be for the City to require the main home to be owner-occupied during the construction of the ADU. In the future, at time of sale, the new buyer of the home and ADU would once again need to occupy the main home for a minimum amount of

time, say one year. This would ease the burden of concern about the future for the homeowner while carrying forward the intent of the existing owner occupancy requirement.

6. Parking concerns – some people believe that all new construction should require off-street parking unless the occupant agrees to not own a car.
7. Single Family Zoning – by removing the owner occupant requirement and allowing for an ADU to be subdivided, raised the concern that this combination conflicts with existing RSF zoning ultimately leading to the potential increase in rental properties within RSF zoning and that it by-passes the comprehensive planning process.
8. One of the lead authors of this recommendation is a Planning Commissioner who sits on the commission this recommendation is being directed too. At least two member feels this is a conflict of interest.

Briefing Paper PIES

Division & Department:	City Council
Subject:	National League of Cities Leadership in Community Resiliency Grant
Date:	12/14/2020
Contact (email & phone):	Breean Beggs, bbeggs@spokanecity.org
City Council Sponsor:	Breean Beggs
Executive Sponsor:	
Committee(s) Impacted:	SAS
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Sustainability Action Plan
Strategic Initiative:	Sustainable Cities; Equity & Inclusion
Deadline:	12/23/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Notification
<u>Background/History:</u> Grant funding will assist the SAS Equity Workgroup in ensuring vulnerable communities are appropriately engaged in our Sustainability & Climate Action Planning.	
<u>Executive Summary:</u> This is a request to submit an application for a National League of Cities (“NLC”) grant which would provide \$10,000 to be used toward building an environmental justice framework for the Spokane Sustainability Action Plan. The funds could be used to hire a consultant, support a Community Based Organization (“CBO”) partner, necessary stipends, a workshop, really almost any relevant costs except for paying city staff. The benefit of the grant is more in the customized support we will receive, and in using it for seed money to take on bigger projects. From NLC: support from NLC = we meet regularly to troubleshoot, act as thought partners (now there is more of this with the addition of the Resilient Cities Network to our roster), help you through the RFQ process for a consultant, make recommendations for people we know and trust, draw your attention to other grants (and even co-apply... we did that this year with one city and they went on to win two more grants!)	
<u>Eligible Recipients:</u> <ul style="list-style-type: none"> • Cities and towns with a population of 5,000 or more are encouraged to apply. • Lead applicant must be a municipal government, represented by a department head, other city staff, or elected official (mayor, council member, commissioner, etc.). • Local nonprofits and community-based organizations may apply in partnership with a city. • Cities may apply on behalf of or in conjunction with a regional climate collaborative. 	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source:	

Other budget impacts: No matching dollars required; Revenue generated would be \$10,000 which would need to be spent on qualifying expenditures (partner, necessary stipends, a workshop, really almost any relevant costs except for paying city staff).

Operations Impact:

Consistent with current operations/policy?

Yes

No

N/A

Requires change in current operations/policy?

Yes

No

N/A

Specify changes required:

Known challenges/barriers:

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	NHHS - ONS
Subject:	MOU with Comstock and Cliff/Cannon Neighborhood Councils RE Banner installation
Date:	12/14/20
Contact (email & phone):	Carly Cortright ccortright@spokanecity.org 625-6263
City Council Sponsor:	
Executive Sponsor:	Carly Cortright
Committee(s) Impacted:	Urban Experience, PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	1/31/21
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of MOUs
<p><u>Background/History:</u> As part of the Community Engagement Grant process, Comstock and Cliff/Cannon Neighborhood Councils choose to have banners made that represent their neighborhoods to hung from light poles on major corridors through their neighborhoods as part of neighborhood beautification. The intent was to replace hanging flower baskets that can be difficult to maintain.</p> <p>In order to hang the banners, they will need to use City of Spokane infrastructure (poles). MOUs have been developed that outline a no-cost relationship between the City and both Comstock and Cliff/Cannon NCs in regards to hanging the banners. The NCs will need to have Street Department approval before making any modifications to the poles. The NCs will be responsible for installation and maintenance of the banners.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • MOU with Comstock to use city infrastructure (poles) to install banners • MOU with Cliff/Cannon to use city infrastructure (poles) to install banners • MOU outlines the neighborhood councils are responsible for installation and maintenance of banners, but that Street Department will approve the installation 	
<p><u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:</p>	



COMSTOCK



CLIFF CANNON

MEMORANDUM OF AGREEMENT
Between
the City of Spokane
and Comstock Neighborhood Council for
Banner Displays

This Memorandum of Agreement (“Agreement”) is made and effective on December_____, 2020, by and between the City of Spokane, a municipal corporation located in the state of Washington (“City”), and the Comstock Neighborhood Council (“Neighborhood Council”), a Neighborhood Council, established under the City of Spokane Charter Section VII.

WHEREAS, the City and the Neighborhood Council wish to coordinate and cooperate to hang banners from the light poles along the Grand Business Corridor between 29th Avenue and 38th Avenue and the perimeters of Comstock Park, located between 29th Avenue and 33rd Avenue and Post Street and Howard Street (“Banners”); and

WHEREAS, SMC 17C.240.246 provides for Community Banners to be permitted at City-designated locations provided the banner is not commercial advertising; has a principal purpose to promote a community or civic interest; complies with all sign code provisions; does not present a traffic hazard; and

WHEREAS, the Neighborhood Council has identified historic designs depicting the Comstock neighborhood, as depicted in Appendix “A” and which have been approved by City Planning Department, all of which do not obstruct the right-of-way; and

WHEREAS, the Parties agree the Neighborhood Council will maintain, install and care for the Banners; and

WHEREAS, the parties desire to memorialize their agreement as to the arrangements necessary to hang and maintain such Banners;

NOW, THEREFORE, the parties mutually agree as follows:

- 1. **The City’s Obligations.** The City shall:
 - (a) review Banner designs and mounting requirements timely & respond as applicable;
 - (b) cap water lines to the light poles used for previous flower baskets; and
 - (c) assist, as needed with coordination.

The City reserves the right to require any sight-obscuring vegetation or material be altered or removed so as to provide appropriate pedestrian or vehicular line of sight.

The City further reserves the right to require Neighborhood to follow pole specific mounting requirements.

2. **The Neighborhood Council Obligations.** The Neighborhood Council shall provide, store, install and maintain the Banners including, but not limited to, the following:

- (a) maintain the banners is good condition, without rips, tears, or other damage;
- (b) immediately repair or replace damaged or defaced banners;
- (c) store, install and maintain the Banners in compliance with City rules and regulations, to include SMC 17C.240.246;
- (d) use licensed, bonded, insured individual or company to hang the banners;
- (e) communicate with the City before the installation of banners to assure they do not create pedestrian or vehicular line of sight issues; and
- (f) not alter or modify light poles without written approval and inspection from Streets Department Director; and
- (g) the designated light poles located along the Grand Business Corridor between 29th Avenue and 33rd Avenue and perimeters of Comstock Park bordered between 29th Avenue and 33rd Avenue and Post Street and Howard Street selected for hanging banners are depicted in Attachment "B", any additional poles will need to be approved in writing by the Street Department Director.

3. **Safety.** Neighborhood Council and its members, agents, representatives, etc. shall take all necessary precautions while working in and around the light poles and installing or maintaining the banners, which or abut the public right of way. This includes, but is not limited to, obtaining any necessary permits from the City while working in and around the area and/or public right of way. The City does not assume liability for the safety of those volunteers working in and around to install the banners.

4. **Indemnification.** The Neighborhood Council, its representatives, agents and members agree to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Agreement by Neighborhood Council, their agents or employees to the fullest extent permitted by law, to include without limitation, any damage or injury caused by the banners or mounting of the banners.

5. **Assignment and Delegation.** No party may assign its rights or delegate its duties created under this Agreement without the other party's prior written consent, which the other parties shall not unreasonably withhold.

6. **Modification.** This Agreement shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

7. **Term.** The provisions of this Agreement shall remain in effect indefinitely from the date of signing. The City reserves the right to terminate this agreement for any reason upon thirty (30) days' notice, or immediately based upon any public health, safety, or welfare concerns.

8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Washington. Any dispute, or litigation arising from, or to enforce this Agreement shall be handled by a court of competent jurisdiction located in Spokane County, Washington.

9. **Entire Agreement.** This Agreement is fully integrated and constitutes the final, complete, and exclusive statement of the agreement between the parties.

10. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, transferees, employees, insurers, representatives, agents, and assigns.

Agreed to by the parties on the _____ day of December, 2020

Comstock Neighborhood Council
John Schram, Co-Chair

December _____, 2020

Comstock Neighborhood Council
Terryl Black, Co- Chair

December _____, 2020

City of Spokane

December _____, 2020

Approved as to form:

Attest:

Assistant City Attorney

Spokane City Clerk

Attachment A: Graphic showing approved Banners covered in agreement
Attachment B: Map and listing of light poles for Banners

DRAFT

MEMORANDUM OF AGREEMENT
Between
the City of Spokane
and Cliff/Cannon Neighborhood Council for
Banner Displays

This Memorandum of Agreement (“Agreement”) is made and effective on **December _____**, 2020, by and between the City of Spokane, a municipal corporation located in the state of Washington (“City”), and the Cliff/Cannon Neighborhood Council (“Neighborhood Council”), a Neighborhood Council, established under the City of Spokane Charter Section VII.

WHEREAS, the City and the Neighborhood Council wish to coordinate and cooperate to hang banners from the light poles along Monroe Street between 9th Avenue and 15th Avenue (“Banners”); and

WHEREAS, SMC 17C.240.246 provides for Community Banners to be permitted at City-designated locations provided the banner is not commercial advertising; has a principal purpose to promote a community or civic interest; complies with all sign code provisions; does not present a traffic hazard; and

WHEREAS, the Neighborhood Council has identified historic designs depicting the Cliff & Cannon neighborhood, as depicted in Appendix “A” and which have been approved by City Planning Department, all of which do not obstruct the right-of-way; and

WHEREAS, the Parties agree the Neighborhood Council will maintain, install and care for the Banners; and

WHEREAS, the parties desire to memorialize their agreement as to the arrangements necessary to hang and maintain such Banners;

NOW, THEREFORE, the parties mutually agree as follows:

1. **The City’s Obligations.** The City shall:

- (a) review Banner designs and mounting requirements timely & respond as applicable;
- (b) cap water lines to the light poles used for previous flower baskets; and
- (c) assist, as needed with coordination.

The City reserves the right to require any sight-obscuring vegetation or material be altered or removed so as to provide appropriate pedestrian or vehicular line of sight.

The City further reserves the right to require Neighborhood to follow pole specific mounting requirements.

2. **The Neighborhood Council Obligations.** The Neighborhood Council shall provide, store, install and maintain the Banners including, but not limited to, the following:

- (a) maintain the banners in good condition, without rips, tears, or other damage;
- (b) immediately repair or replace damaged or defaced banners;
- (c) store, install and maintain the Banners in compliance with City rules and regulations, to include SMC 17C.240.246;
- (d) use licensed, bonded, insured individual or company to hang the banners;
- (e) communicate with the City before the installation of banners to assure they do not create pedestrian or vehicular line of sight issues;
- (f) not alter or modify light poles without written approval and inspection from Streets Department Director; and
- (g) the 26 light poles along Monroe Street between 9th Avenue and 15th Avenue selected for hanging banners are depicted in Attachment "B", any additional poles will need to be approved in writing by the Street Department Director.

3. **Safety.** Neighborhood Council and its members, agents, representatives, etc. shall take all necessary precautions while working in and around the light poles and installing or maintaining the banners, which are in or abut the public right of way. This includes, but is not limited to, obtaining any necessary permits from the City while working in and around the area and/or public right of way. The City does not assume liability for the safety of those volunteers working in and around to install the banners.

4. **Indemnification.** The Neighborhood Council, its representatives, agents and members agree to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Agreement by Neighborhood Council, their agents or employees to the fullest extent permitted by law, to include without limitation, any damage or injury caused by the banners or mounting of the banners.

5. **Assignment and Delegation.** No party may assign its rights or delegate its duties created under this Agreement without the other party's prior written consent, which the other parties shall not unreasonably withhold.

6. **Modification.** This Agreement shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

7. **Term.** The provisions of this Agreement shall remain in effect indefinitely from the date of signing. The City reserves the right to terminate this agreement for any reason upon thirty (30) days' notice, or immediately based upon any public health, safety, or welfare concerns.

8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Washington. Any dispute, or litigation arising from, or to enforce this Agreement shall be handled by a court of competent jurisdiction located in Spokane County, Washington.

9. **Entire Agreement.** This Agreement is fully integrated and constitutes the final, complete, and exclusive statement of the agreement between the parties.

10. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, transferees, employees, insurers, representatives, agents, and assigns.

Agreed to by the parties on the _____ day of December, 2020

Cliff/Cannon Neighborhood Council
Patricia Hansen, Chair

December _____, 2020

City of Spokane

December _____, 2020

Approved as to form:

Attest:

Assistant City Attorney

Spokane City Clerk

Attachment A: Graphic showing approved Banners covered in agreement
Attachment B: Map and listing of light poles for Banners

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	Well Electric #4
Date:	12-14-20
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the Water System Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History:	
<ul style="list-style-type: none"> The Well Electric pumping station is located adjacent to Upriver Dam on the south side of the Spokane River. It consists of two 48' diameter wells in which are installed 6 pumps. This facility was originally constructed 1920s. Several of the pumps have since been replaced. Pump #4 is the original pump/motor. 	
Executive Summary:	
<ul style="list-style-type: none"> The #4 pump/piping to be replaced is an original 1920s pump. Replacement parts can no longer be obtained and after a 100 year service life, it is no longer functional. This project will replace the pump and associated electrical and piping. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/16/20

Type of expenditure: Goods Services

Department: Engineering

Approving Supervisor: Kyle Twohig

Amount of Proposed Expenditure: \$1,200,000

Funding Source: Water dept funds

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

Why is this expenditure necessary now?

To meet water demand during the summer, the city must have an adequate number of wells in service along with a number of wells on standby for redundancy purposes. This well has been out of service for a couple years. Getting this well back in service is essential to ensure adequate supply and redundancy.

What are the impacts if expenses are deferred?

If this well is not put back in service, there could be potential supply shortfalls in future summers.

What alternative resources have been considered?

There are none.

Description of the goods or service and any additional information?

Install replacement well pump, piping, electrical and controls.

Person Submitting Form/Contact: Dan Buller

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for Removal and Replacement of Insulation and Cladding at the WTE
Date:	December 14, 2020
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources: Maintaining our assets – Innovative Infrastructure: Managing our assets
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for insulation removal and replacement services at the WTE, without which, there will be no access for repairs and maintenance to the boilers and other equipment as well as thermal energy losses if insulation is not replaced.
Background/History:	
<p>During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages.</p> <p>On October 31, 2019 bidding on PW ITB 5130-19 closed for these insulation services. BrandSafway Services, LLC., of Pasco, WA was the only response received. The bid stipulated that the contract will be for one year with the option of four (4) additional one-year periods. The initial term was from February 1, 2020 through January 31, 2021 with a cost of \$100,000.00. This will be the first of the 4 one-year renewals from February 1, 2021 through January 31, 2022 with an annual cost not to exceed \$100,000.00 including tax.</p>	
Executive Summary:	
<ul style="list-style-type: none"> • Contract renewal #1 of 4 for removal and replacement of insulation and cladding at the WTE per PW ITB 5130-19 of which BrandSafway Services, LLC. of Pasco, WA was the only respondent. • Contract will run from February 1, 2021 through January 31, 2022 for a cost not to exceed \$100,000.00 including tax. • The rates have been increased by 3% for this renewal year based on cost of living and union increases. • Removal of insulation and cladding for boiler walls and other areas is necessary for allowing access during outages. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/30/20

Type of expenditure: Goods Services

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$100,000.00

Funding Source: SWD Budget: 4490-44100-37148-54803-34002

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

Why is this expenditure necessary now?

During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages.

What are the impacts if expenses are deferred?

If deferred, maintenance on the equipment would not be able to be performed, leading to possible equipment failure, costly repairs and loss of electrical generation revenue.

What alternative resources have been considered?

There are no known alternative resources.

Description of the goods or service and any additional information?

This is renewal #1 of 4 to OPR 2019-1094 with BrandSafway Services for removal and replacement of insulation and cladding at the WTE. It will span from 2/1/2021-1/31/2022. This is an annual reoccurring expenditure that was planned for in the 2021 budget.

Person Submitting Form/Contact: Michelle Dorgan X6555

FINANCE SIGNATURE:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons

E27A80F5A12B469...

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	City Council
Subject:	Tourism Promotion Area ILA Amendment No. 3
Date:	12/14/20
Contact (email & phone):	Mike Piccolo – mpiccolo@spokanecity.org
City Council Sponsor:	CP Beggs
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	Filed for Council Consideration 12/14/20
Outcome: (deliverables, delivery duties, milestones to meet)	
<p><u>Background/History:</u> The City of Spokane joined Spokane County and the City of Spokane Valley in February of 2004 in an interlocal agreement to form the Spokane County Tourism Promotion Area (TPA) pursuant to Chapter 35.101 RCW. The TPA interlocal agreement established a special assessed charge per room/per day to raise revenue to fund tourism promotion activities and created the Spokane Hotel and Motel Commission to provide advice on the expenditures of the special assessment revenue. The interlocal agreement has been amended twice since its original adoption in 2004.</p>	
<p><u>Executive Summary:</u> The current amendments include the following:</p> <ul style="list-style-type: none"> • An increase to the special assessment charge based on changes to state law adopted by the State Legislature in 2020. The amending includes a \$2.00 increase for a total of \$4.00 for Zones A, B and C and \$0.50 increase for a total of \$1.00 for Zone D. The additional charge commences April 1, 2021 and expires on July 1, 2027. (See Section 3 C on page 7 To consider the imposition of an “additional charge,” signatures of the persons who operate lodging businesses who would pay sixty percent or more of the proposed “additional charge” must be presented to the County Commissioners. The County Commissioners received a petition signed by more than sixty percent of the lodging business who would pay the proposed “additional charge.” • Additional quarterly reporting by the TPA Manger to the parties. (See Section 6 B on pages 9 and 10) • A revised termination provision that will enable any party to terminate the agreement by providing notice by March 31st of even numbered years with an effective date of termination of December 31 of that. Termination would not prevent the remaining parties to enter into a new interlocal agreement. (See Section 8 A on page 11) 	
<p><u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<u>Operations Impact:</u>	

Consistent with current operations/policy?

Yes

No

N/A

Requires change in current operations/policy?

Yes

No

N/A

Specify changes required:

Known challenges/barriers:

**AMENDMENT NO. 3 AND RESTATED
INTERLOCAL COOPERATION ACT AGREEMENT
FOR ESTABLISHMENT OF
SPOKANE COUNTY TOURISM PROMOTION AREA**

THIS AMENDMENT NO. 3 AND RESTATED INTERLOCAL COOPERATION ACT AGREEMENT (“RESTATED INTERLOCAL AGREEMENT”) made and entered into among **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 W. Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “County,” the **City of Spokane**, a municipal corporation of the State of Washington having offices for the transaction of business at 808 West Spokane Falls Blvd. Spokane, Washington 99201, hereinafter referred to as the “City”, and the **City of Spokane Valley**, a municipal corporation of the State of Washington, having offices for the transaction of business at 10210 E. Sprague Avenue, Spokane Valley, Washington 99206, hereinafter referred to as “Spokane Valley” together referred to as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to the provisions of the RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington has the care of county property and the management of county funds and business; and

WHEREAS, in 2003, the Washington State Legislature recognized the importance of tourism promotion and passed Engrossed Substitute Senate Bill No. 6026, subsequently codified as chapter 35.101 RCW. Chapter 35.101 RCW authorized the establishment of a Tourism Promotion Area by a county and the levy of special assessments on lodging businesses to fund tourism promotion therein; and

WHEREAS, pursuant to the provisions of RCW 35.101.080, the Board of County Commissioners of Spokane County adopted Ordinance No. 04-0211 which established a Tourism Promotion Area having certain boundaries to include the unincorporated area of Spokane County, the City of Spokane, and City of Spokane Valley. Ordinance No. 04-0211 also established a Special Assessment on operators of Lodging Business within the Tourism Promotion Area on the furnishing of lodging; and

WHEREAS, Ordinance No. 04-0211, was subsequently amended under Resolution No. 08-0465 to modify the termination section, and was further amended under Resolution No. 09-0585 to modify certain special assessment fees identified therein; and

WHEREAS, pursuant to the provisions of RCW 35.101.040(2), the Parties entered into an interlocal agreement dated March 9, 2004 and entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” (“AGREEMENT”) wherein a Tourism Promotion Area was formed to include properties within the boundaries of the unincorporated area of Spokane County, the City of Spokane, and the City of Spokane Valley. The AGREEMENT was subsequently amended to

modify the termination section (“AMENDMENT NO. 1 AGREEMENT”) and further amended to recognize an increase in certain of the Special Assessments on operators of Lodging Businesses within the Tourism Promotion Area (“AMENDMENT NO. 2 AGREEMENT”); and

WHEREAS, Paragraph 3 of the AGREEMENT provides that any change in the Special Assessment rates for any zone as set forth therein shall be made only by amendment of the resolution of the Board of County Commissioners, with the approval of the City Council of the City of Spokane and the City Council of the City of Spokane Valley. No increase in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Board of County Commissioners of Spokane County except upon affirmative recommendation of the Spokane Hotel and Motel Commission; and

WHEREAS, the 2020 Washington State Legislature passed and the Governor signed Engrossed Substitute Senate Bill 6592 (“ESSB 6592”). ESSB 6592 authorized legislative authorities to impose an additional Tourism Promotion Area assessment charge of up to \$3 per night per stay on furnishing of lodging by a lodging business located in a Tourism Promotion Area (“additional charge”). Any “additional charge” expires July 1, 2027. To consider the imposition of an “additional charge”, signatures of the persons who operate lodging businesses who would pay sixty percent or more of the proposed “additional charge” must be presented to the Board of County Commissioners. The Board of County Commissioners of Spokane County received a petition signed by more than sixty percent of the lodging business who would pay the proposed “additional charge” in certain of the five (5) zones which provided as follows:

(Underlined and lined out language added.)

The Special Assessment to be imposed on the operators of those Lodging Businesses with room revenues during the preceding calendar year, which exceeded five hundred thousand dollars (\$500,000) is as follows:

Zone A: ~~\$2.00~~ \$4.00 per room/day (\$2.00 represents additional charge)

Zone B: ~~\$2.00~~ \$4.00 per room/day (\$2.00 represents additional charge)

Zone C: ~~\$2.00~~ \$4.00 per room/day (\$2.00 represents additional charge)

The Special Assessment to be imposed on the operators of those Lodging Businesses with room revenues during the preceding calendar year, which did not exceed five hundred thousand dollars (\$500,000) is as follows:

Zone D: ~~50 cents~~ \$1.00 per room/day (\$.50 represents additional charge.)

Zone E: \$0.00 per room or space/day

The additional charge identified above shall commence as of 12:01 a.m. April 1, 2021 and shall automatically expire at midnight on June 30, 2027. Upon the expiration of the additional charge, the previous charge shall be automatically reinstated as of 12:01 a.m. on July 1, 2027.

; and

WHEREAS, consistent with paragraph 3 of the AGREEMENT, the Parties desire to recognize the request of the lodging businesses to impose the additional charge as referenced in the immediately preceding recital which additional charge was adopted by the Board of County Commissioners after a public hearing; and

WHEREAS, in addition to the Parties desiring to recognize the request of the lodging businesses to impose the additional charge, the Parties also desire to add a termination section back into the AGREEMENT to provide as follows:

(Underlined language to be added.)

8 A. Duration and Termination of this Agreement: This Agreement shall continue in full force and effect until such time as (1) the Spokane County Tourism Promotion Area is disestablished by action of the Board of County Commissioners of Spokane County as provided in Section 7, above; or (2) the legislative body for Spokane County, or City of Spokane, or City of Spokane Valley takes formal action in the form of a resolution to give notice of termination of the Agreement. If this termination provision is invoked, a signed copy of the resolution giving notice of termination shall be delivered either by personal delivery or by regular United States mail delivery to each of the other parties, and shall occur no later than 4:00 pm on March 31, 2022, with an effective date of termination of December 31, 2022. Thereafter, a jurisdiction may invoke this termination provision in even numbered years, with notice to be provided no later than 4:00 pm on March 31 of that year. In the event March 31 falls on a Saturday or Sunday, the deadline shall be extended until 4:00 pm on the following Monday.

Following termination of this Agreement, Spokane County shall be responsible for utilizing any remaining unallocated revenue from Special Assessments for use for tourism promotion in Spokane County.

WHEREAS, in addition to the Parties desiring to recognize the request of the lodging businesses to impose the additional charge, and add a termination section back into the AGREEMENT, the Parties also desire to add an additional TPA Manager reporting requirement to provide as follows:

(Underlined language to be added.)

6. B. The TPA Manager will be responsible for administering the activities and programs of the Spokane County Tourism Promotion Area and to prepare an Annual Budget for the Spokane County Tourism Promotion Area to be reviewed and approved by the Spokane Hotel and Motel Commission and submitted to the Board of County Commissioners of Spokane County on or before November 1st of each year. The TPA Manager shall also act as staff to the Spokane Hotel and Motel Commission in conjunction with assisting it in determining what activities

and programs to recommend for funding from the Special Assessments. The TPA Manager, with information provided from the Spokane County Budget and Finance Office, shall provide to the Parties, on a quarterly basis, the aggregate amount of TPA Special Assessments collected from lodging businesses located within their respective boundaries.

: and

WHEREAS, this RESTATED INTERLOCAL AGREEMENT hereby replaces and supersedes in its entirety the agreement entered into among the Parties dated March 9, 2004 and entitled “INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” as amended by that agreement entered into among the Parties and entitled “AMENDMENT NO. 1 TO INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” as further amended by that agreement entered into among the Parties and entitled “AMENDMENT NO. 2 TO INTERLOCAL COOPERATION ACT AGREEMENT FOR ESTABLISHMENT OF SPOKANE COUNTY TOURISM PROMOTION AREA” and adds the above referenced amendments.

NOW, THEREFORE, for and in consideration of the promises set forth hereafter, Spokane County, Spokane and Spokane Valley hereby agree as follows:

1. Definitions. As used in this agreement, the following terms, unless the context otherwise dictates, shall have the following means:

1.1 “Agreement” shall mean this interlocal cooperation agreement between Spokane County, Spokane and Spokane Valley for the establishment of a Spokane County Tourism Promotion Area by Spokane County as authorized by RCW 35.101.040 (2).

1.2 “Lodging Business” means a business located within the Spokane County Tourism Promotion Area that furnishes lodging taxable by the state under chapter 82.08 RCW that has forty (40) or more lodging units.

1.3 “Operator” means the Operator of a Lodging Business, whether in the capacity of owner, general manager, lessee, sub lessee, mortgagee in possession, license or any other similar capacity.

1.4 “Room Revenues” means the gross per-night-charge (nights of stay) imposed for the rental of a room or combination of rooms for Lodging.

1.5 “Special Assessment” means the levy (charge) imposed by Spokane County on the Operators of a Lodging Business within the Spokane County Tourism Promotion Area and subsequently passed on to the guests of the Lodging Business, under the authority of RCW 35.101.050 for the purpose of providing for funding of tourism promotion in Spokane County.

1.6. “Spokane Hotel-Motel Association” means the Spokane Hotel-Motel Association, Inc., a Washington non-profit corporation.

1.7 “Spokane Hotel and Motel Commission” means the Spokane Hotel and Motel Commission, established by Spokane County, whose members are appointed by the Board of County Commissioners of Spokane County, the City Council of the City of Spokane, and the City Council of the City of Spokane Valley to provide recommendations to the Board of County Commissioners of Spokane County on proposed uses and projects of the Spokane County Tourism Promotion Area; pursuant to the provisions of RCW 35.101.130 (1) as provided in this Agreement.

1.8 “Spokane Metropolitan Area” means Spokane County, including the entire areas within the jurisdiction of Spokane and Spokane Valley and the unincorporated area of Spokane County.

1.9 “Spokane County Tourism Promotion Area” means the Tourism Promotion Area created by the resolution of the Board of County Commissioners of Spokane County pursuant to the authority of chapter 35.101 RCW, as authorized by the resolutions of the City Council of the City of Spokane and the City Council of the Spokane Valley adopting the terms of this Agreement.

1.10 “TPA Manager” shall mean a tourism destination marketing organization or other similar organization employed by the Board of County Commissioners to administer the operation of the Tourism Promotion Area.

1.11 “Tourism Promotion” means activities and expenditures designed to increase tourism and convention business, including but not limited to, advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists, and operating tourism destination marketing organizations.

1.12 “Transient Basis” means the rental of a room or rooms for dwelling, lodging, or sleeping purposes by the Operator of a Lodging Business for a period of thirty (30) consecutive calendar days or less, counting a portion of a day as a full calendar day.

1.13 “Zone” or “Zones” means the distinct geographic subarea or subareas within the Spokane County Tourism Promotion Area as established by resolution of the Board of County Commissioners of Spokane County and as set forth in Exhibit “B” attached to this Agreement.

1.14 “Annual Budget” shall mean the Spokane County Tourism Promotion Area budget for a fiscal year, as adopted or amended by the Board of County Commissioners of Spokane County, after the receipt of a recommendation from the Spokane Hotel and Motel Commission, identifying all estimated revenue from Special Assessments for the fiscal year, and providing for all proposed uses of Special

Assessment revenue for the purpose of providing tourism promotion in Spokane County for the ensuing fiscal year.

2. Tourism Promotion Area to be Established by Spokane County.

A. It is hereby understood and agreed by Spokane County, Spokane and Spokane Valley that Spokane County, pursuant to the authority of RCW 35.101.040(2) RCW, shall establish a “Tourism Promotion Area” designated the Spokane County Tourism Promotion Area to include the unincorporated area of Spokane County and the entire area within the corporate limits of Spokane and Spokane Valley.

B. It is hereby understood and agreed by Spokane County, Spokane, and Spokane Valley that the purpose of permitting the Board of County Commissioners and Spokane County to form the Spokane County Tourism Promotion Area under RCW 35.101.040 (2) is to provide revenue to fund tourism promotion within Spokane County which will benefit the Operators of Lodging Businesses in Spokane County, Spokane and Spokane Valley.

3. Levy of Special Assessments on Lodging Businesses within the Spokane County Tourism Promotion Area.

A. The Board of County Commissioners of Spokane County will levy Special Assessments on the Operators of Lodging Businesses within the Spokane County Tourism Promotion Area in accordance with the zones and levels of Special Assessments as set forth in Resolution No. 4-0140.

B. It is understood and agreed by and between Spokane County, Spokane and Spokane Valley that the Spokane County Tourism Promotion Area shall include the following five (5) zones:

Zone A. Zone A encompasses those Lodging Businesses located within the area of the incorporated city limits of the City of Spokane defined as follows: Downtown core bordered by Interstate 90 to the south, Hamilton Street to the east, Indiana Avenue to the north, and Monroe Street to the west.

Zone B. Zone B encompasses those Lodging Businesses located within the area of the incorporated city limits of Spokane and the City of Spokane Valley except those Lodging Businesses located in Zone A.

Zone C. Zone C encompasses all Lodging Businesses located outside Zones A and B, but within the unincorporated area of Spokane County.

Zone D. Zone D encompasses all Lodging Businesses with room revenue under \$500,000 per year, situated within the Spokane County Tourism Promotion Area, regardless of their specific location.

Zone E. Zone E encompasses Lodging Businesses located within the Tourism Promotion Area, as that term is addressed in WAC 458-20-166 as it presently exists or may be hereinafter amended, other than hotels, motels, and bed and breakfast facilities. Lodging Businesses within this zone, as addressed in WAC 458-20-166, would include only (i) trailer camps and recreational vehicle parks which charge for the rental of space to transients for locating or parking house trailers, campers, recreational vehicles, mobile homes, and tents; (ii) educational institutions which sell overnight lodging to person other than students; (iii) private lodging houses, dormitories and bunkhouses operated by or on behalf of businesses and industrial firms or schools solely for the accommodation of employees of such firms or student which are not held out to the public as a place where sleeping accommodations may be obtained; and (iv) guest ranches or summer camps which, in addition to supplying meals and lodging, offer special recreational facilities and instruction in sports boating, riding, outdoor facilities and instruction in sports, boating, riding, and outdoor living.

The charge(s) imposed under this section are not a tax on the “sale of lodging” for the purposes of RCW 82.14.410.

C. It is understood and agreed by and between Spokane County, Spokane and Spokane Valley that the Operators of Lodging Businesses within the Spokane County Tourism Promotion Area operating in the above-described zones will be subject to Special Assessments to be levied as follows:

- Zone A: ~~\$2.00~~ \$4.00 per room/day. \$2.00 represents additional charge.
- Zone B: ~~\$2.00~~ \$4.00 per room/day. \$2.00 represents additional charge.
- Zone C: ~~\$2.00~~ \$4.00 per room/day. \$2.00 represents additional charge.
- Zone D: ~~\$0.50~~ \$1.00 per room/day. \$0.50 represents additional charge.
- Zone E: \$0.00 per room or space /day.

The additional charge identified above shall commence as of 12:01 a.m. April 1, 2021 and shall automatically expire at midnight on June 30, 2027. Upon the expiration of the additional charge, the previous charge shall be automatically reinstated as of 12:01 a.m. on July 1, 2027.

D. Any change in the Special Assessment rates for any zone as set forth hereinabove shall be made only by amendment of the resolution by the Board of County Commissioners, with the approval of the City Council of the City of Spokane and the City Council of the City of Spokane Valley. No increase in the Special Assessment rates for any zone or change in the boundaries of any zone shall be made by the Board of County Commissioners of Spokane

County except upon the affirmative recommendation of the Spokane Hotel and Motel Commission.

4. Use of Special Assessment Revenues For the Promotion of Tourism and Convention Business in Spokane County.

A. It is understood and agreed that all of the revenues from Special Assessments collected by Spokane County from Lodging Businesses within the jurisdiction of Spokane County, the City of Spokane, and the City of Spokane Valley shall be allocated by the Board of County Commissioners of Spokane County in accordance with the Annual Budget for the Spokane County Tourism Promotion Area. The Spokane Hotel and Motel Commission shall make a recommendation to the Board of County Commissioners on all Annual Budgets. The Board of County Commissioners shall have the ultimate authority to set and approve all Annual Budgets.

B. The revenues from the Special Assessments levied by Spokane County on the Operators of Lodging Businesses situated within the Spokane County Tourism Promotion Area shall be used for the following purposes only:

(1) The funding of all activities and expenditures designed to increase tourism promotion and convention business within Spokane County as specified in the Spokane County Tourism Promotion Area Budget; and

(2) The marketing of convention and business that benefit local tourism and the Lodging Businesses in Spokane County; and

(3) The marketing of Spokane County to the travel industry in order to benefit local tourism and the lodging businesses situated within the Spokane County Tourism Promotion Area; and

(4) The marketing of Spokane County to recruit major sporting events in order to promote local tourism and to benefit the Lodging Businesses within the Spokane County Tourism Promotion Area.

5. Establishment of the Spokane Hotel and Motel Commission.

A. It is understood and agreed that the Board of County Commissioners of Spokane County shall, pursuant to the authority of RCW 35.101.130(1) create an eleven (11) member Spokane Hotel and Motel Commission to advise the Board of County Commissioners of Spokane County on the expenditure of Special Assessment revenues by the Spokane County Tourism Promotion Area to fund tourism promotion in Spokane County.

B. Members of the Spokane Hotel and Motel Commission shall be selected by the Board of County Commissioners of Spokane County, the City Council of Spokane and the City Council of Spokane Valley from a list of nominees prepared by the Spokane Hotel and Motel

Association. All nominees for membership on the Spokane Hotel and Motel Commission must be Operators of Lodging Businesses within Spokane County or employed by the Operator of such a Lodging Business. One *ex officio* member of the Commission may be appointed from the members of the Board of Commissioners of Spokane County; one *ex officio* member may be appointed from the members of the City Council of the City of Spokane; and one *ex officio* member may be appointed from the members of the City Council of the City of Spokane Valley. *Ex officio* members of the Spokane Hotel-Motel Commission may participate in all discussions regarding proposed activities and programs by the Spokane County Tourism Promotion Area for the promotion and marketing of tourism in Spokane County but shall not have voting rights.

C. The Board of County Commissioners of Spokane County shall appoint two members, and one *ex officio* member of the Spokane Hotel and Motel Commission, to represent the County of Spokane; the City Council of the City of Spokane Valley shall appoint two members, and one *ex officio* member, of the Spokane Hotel and Motel Commission to represent the City of Spokane Valley; and the City Council of the City of Spokane shall appoint four members, and one *ex officio* member, of the Spokane Hotel and Motel Commission to represent the City of Spokane. Any vacancy, on the Spokane Hotel and Motel Commission, arising from a resignation or other cause, shall be filled by the appointing agency, from the list of nominees prepared by the Spokane Hotel and Motel Association, within 30 days from the date the “vacancy occurs”.

D. It is understood and agreed that the initial members of the Spokane Hotel and Motel Commission shall serve staggered terms, with one member serving a one-year term, two members serving for two-year terms, and three members serving for three-year terms. The length of the term for each individual member of the initial Spokane Hotel and Motel Commission shall be chosen by lot at the first meeting of the Commission. Thereafter, all members subsequently appointed to the Spokane Hotel and Motel Commission shall serve for three-year terms.

6. Contract For Management of Spokane County Tourism Promotion Area.

A. The Board of County Commissioners shall contract with a TPA Manager. The contract shall be awarded consistent with all applicable Spokane County laws, ordinances and regulations. The contract shall require the TPA Manager to comply with all applicable provisions of law, including chapter 35.101 RCW and with all Spokane County resolutions and ordinances as well as all regulations lawfully imposed by the state auditor or other state agencies.

B. The TPA Manager will be responsible for administering the activities and programs of the Spokane County Tourism Promotion Area and to prepare an Annual Budget for the Spokane County Tourism Promotion Area to be reviewed and approved by the Spokane Hotel and Motel Commission and submitted to the Board of County Commissioners of Spokane County on or before November 1st of each year. The TPA Manager shall also act as staff to the Spokane Hotel and Motel Commission in conjunction with assisting it in determining what activities and programs to recommend for funding from the Special Assessments. The TPA Manager, with information provided from the Spokane County Budget and Finance Office, shall

provide to the Parties, on a quarterly basis, the aggregate amount of TPA Special Assessments collected from lodging businesses located within their respective boundaries.

C. The Annual Budget for the Spokane County Tourism Promotion Area shall consist of:

(1) A list of the Lodging Businesses subject to Special Assessments and an estimate of the revenue to be received from all such Lodging Businesses; and

(2) A statement of the proposed budget for all Spokane County Tourism Promotion Area activities and programs recommended by the Spokane Hotel and Motel Commission to be funded from Special Assessments during the ensuing fiscal year; and

D. All Special Assessments received by Spokane County from the Washington State Department of Revenue and any interest therein shall be deposited by Spokane County in a special account. Payments to the TPA Manager will be made as provided for in the agreement between the Spokane County and the TPA manager. Provided, however, no Special Assessment shall be dispersed in any fiscal year until after the adoption of that year's fiscal Annual Budget. Provided further, Spokane County shall not expend in any fiscal year Special Assessments in excess of the approved fiscal Annual Budget.

7. Modification or Disestablishment of the Spokane County Tourism Promotion Area.

A. The Board of County Commissioners of Spokane County, by appropriate action, may modify the provisions of the resolution establishing the Spokane County Tourism Promotion Area or provide for the disestablishment of the Spokane County Tourism Promotion Area, after adopting a resolution of intention to such effect. Such resolution of intention shall describe the change or changes proposed, or indicate that it is the intention to disestablish the Spokane County Tourism Promotion Area, and shall state the time and place of a public hearing to be held by the Board of County Commissioners of Spokane County to consider the proposed action.

B. If the Operators of Lodging Businesses which pay over forty percent (40%) of the Special Assessments levied within the Spokane County Tourism Promotion Area file a petition with the Clerk of the Board of Spokane County Commissioners requesting the Board of County Commissioners of Spokane County to adopt a resolution of intention to modify or disestablish the Spokane County Tourism Promotion Area, the Board of County Commissioners of Spokane County shall adopt such resolution and act upon it as required by law. Signatures on such petition shall be those of a duly authorized representative of the Operators of Lodging Businesses in the Spokane County Tourism Promotion Area. In the event of failure on the part of the Board of County Commissioners to modify or disestablish the TPA the participating local governments reserve the right to withdraw from this agreement upon three (3) months notice to the other participating local governments.

C. In the event the resolution proposes disestablishment of the Spokane County Tourism Promotion Area, the Board of County Commissioners of Spokane County shall disestablish the Spokane County Tourism Promotion Area; unless at such public hearing, protest against disestablishment is made by the Operators of Lodging Businesses paying over fifty percent (50%) of the Special Assessments in the Spokane County Tourism Promotion Area.

8. Miscellaneous Provisions:

A. Duration and Termination of this Agreement. This Agreement shall continue in full force and effect until such time as (1) the Spokane County Tourism Promotion Area is disestablished by action of the Board of County Commissioners of Spokane County as provided in Section 7, above; or (2) the legislative body for Spokane County, or City of Spokane, or the City of Spokane Valley takes formal action in the form of a resolution to give notice of termination of the Agreement. If this termination provision is invoked, a signed copy of the resolution giving notice of termination shall be delivered either by personal delivery or by regular United States mail delivery to each of the other parties, and shall occur no later than 4:00 pm on March 31, 2022, with an effective date of termination of December 31, 2022. Thereafter, a jurisdiction may invoke this termination provision in even numbered years, with notice to be provided no later than 4:00 pm on March 31 of that year. In the event March 31 falls on a Saturday or Sunday, the deadline shall be extended until 4:00 pm on the following Monday.

Following termination of this Agreement, Spokane County shall be responsible for utilizing any remaining unallocated revenue from Special Assessments for use for tourism promotion in Spokane County.

B. Waiver. No officer, employee, or agent of Spokane County, Spokane, or Spokane Valley has the power, right, or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement by Spokane County, Spokane, or Spokane Valley shall be held to be a waiver of any other or subsequent breach. Failure of Spokane County, Spokane, or Spokane Valley to enforce any of the provisions of this Agreement or to require performance of any of the provisions herein, shall in no way be construed to be a waiver of such conditions, nor in any way effect the validity of this Agreement or any part hereof, or the right of Spokane County, Spokane or Spokane Valley to hereafter enforce each and every such provision.

C. Records. All records prepared, owned, used or retained by the TPA Manager in conjunction with operating or administering the activities and programs of the Spokane County Tourism Promotion Area as provided for under the terms of this Agreement shall be deemed records of Spokane County, Spokane, and Spokane Valley and shall be made available by the TPA Manager upon request to Spokane County, Spokane, or Spokane Valley, State Auditor or their authorized representatives.

D. Property and Equipment. Spokane County Shall be the owner of all property and equipment purchased by the TPA Manager from Special Assessment Revenues. Provided,

however, in the event of the termination of the Agreement with the TPA Manager, Spokane County agrees to make the property and/or equipment available to the successor TPA Manager for its use in conjunction with providing similar services. Provided further, in the event of disestablishment of the Spokane County Tourism Promotion Area, all property and equipment purchased by the TPA Manager from Special Assessment Revenues shall be retained by Spokane County and used for any lawful purpose.

E. Integration. This Agreement contains all of the terms and conditions agreed upon by Spokane County, Spokane, and Spokane Valley concerning the establishment of the Spokane County Tourism Promotion Area by the Board of County Commissioners of Spokane County and the collection of Special Assessments from Operators of Lodging Businesses within the entire area, including the area within the jurisdictions of Spokane and Spokane Valley. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this Agreement has been made to induce the officials of Spokane County, Spokane, or Spokane Valley to execute this Agreement.

F. Severability. In the event any provision of this Agreement shall be declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

G. Execution of Agreement. This Agreement shall become effective immediately after it is duly adopted by the Board of County Commissioners of Spokane County, the City Council of Spokane, and the City Council of Spokane Valley and shall be filed with the County Auditor of Spokane County, the City Clerk of Spokane, and the City Clerk of Spokane Valley, and the Secretary of State of the State of Washington.

H. Litigation. In the event litigation is brought against the TPA or any party to this Agreement the TPA Manager shall cause legal counsel to be employed for the purpose of defending or prosecuting the matter. The cost of the legal counsel shall be paid by the TPA. The parties reserve the right to monitor and participate in any litigation as solely determined by the party.

IN WITNESS WHEREOF, the City of Spokane, the City of Spokane Valley, and Spokane County have executed this **RESTATED INTERLOCAL AGREEMENT** by their duly authorized officials pursuant to all requirements of law.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

ATTEST:

JOSH KERNS, Vice-Chair

Ginna Vasquez, Clerk of the Board

MARY L. KUNEY, Commissioner

DATED: _____

CITY OF SPOKANE

By: _____

Its: _____

ATTEST:

Approved as to form:

City Clerk

Assistant City Attorney

CITY OF SPOKANE VALLEY

DATED: _____

By: _____

Title: _____

ATTEST:

Approved as to form:

City Clerk

Office of City Attorney



November 6, 2020

Spokane Board of County Commissioners
City of Spokane Council Members
City of Spokane Valley Council Members

To Whom it May Concern:

The TPA came into existence driven by the local hotel community in 2004. At that time, the local hotel/motel industry took the risk of assessing fees in addition to the lodging tax to create a tourism marketing fund for the benefit of the regional hotel/motel industry. As part of the establishment of the fund and the current interlocal, the Spokane Hotel and Motel commission was also established, represented by a cross section of people in the hotel/motel industry and representing the three jurisdictions collecting the fund. This was to be the committee that recommends how the TPA funds are used. We believe the funds are best used on a regional basis, supporting the two marketing organizations that benefit tourism.

Included on the agenda for the Spokane Hotel and Motel Commission's (aka TPA Commission) Special Meeting on October 14, 2020 and again on November 5, 2020 was discussion of the City of Spokane Valley's requested language change to the Interlocal Agreement between the City of Spokane, City of Spokane Valley and unincorporated Spokane County.

The requests are:

- (1) For the reinsertion of termination language.
- (2) Adding a quarterly revenue reporting requirement, broken out by jurisdiction to be sent to all parties.

The Spokane Hotel and Motel Commission agrees to requested changes from the City of Spokane Valley.

Sincerely,

SPOKANE HOTEL AND MOTEL COMMISSION

Valerie Santillanes, Commission Chair representing Spokane County
Travis Tramp, Commission Vice-Chair representing City of Spokane
Andy Rooney, Commissioner, representing City of Spokane Valley
Dan Zimmerer, Commissioner, representing City of Spokane
Dean Feldmeier, Commissioner, representing City of Spokane
Denise Vickerman, Commissioner, representing Spokane County
Jody Sander, Commissioner, representing City of Spokane Valley
Meredith Rainville, Commissioner, representing City of Spokane

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	Engineering Consultant Contract for Stormwater Monitoring with Equipment Operating and Maintenance Services
Date:	12/14/2020
Author (email & phone):	bfredrickson@spokanecity.org & 625-6008
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Capital Facilities Plan update for the City's Comprehensive Plan
Strategic Initiative:	Innovative infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract with Smart Cover Systems
Background/History:	
<p>As part of the 20-year capital facility for stormwater, the stormwater models need to be developed. The stormwater models are used to estimate stormwater infrastructure requirements for future expansion of impervious areas, identify system vulnerabilities and deficits. The results of the model will be used to determine system needs and new capital facilities. The MRSC roster, the City's procurement for Public Works, was used to choose a consultant to assist City staff in this work. Three proposals were received and the most qualified was selected.</p>	
Executive Summary:	
<ul style="list-style-type: none"> • 15 stormwater outfall sites will be monitored and maintained for three years. • 3 proposals were received. A selection committee of City staff rated and ranked the proposals and negotiated with the top consultant. • Smart Cover Systems was selected as the most qualified consultant. • \$250,000 contract to be spent over three years with the ability to extend up to five years. • Work on this contract is scheduled to start in February 2021. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

**STORMWATER MONITORING WITH
EQUIPMENT, OPERATING AND
MAINTENANCE SERVICES
RFP# 5351-20**



PREPARED FOR
City of Spokane

PREPARED BY
Paris Neofotistos
Vice President, SmartCover

Brogan Quist
Regional Manager, SmartCover

December 1st, 2020

November 9, 2020

Ms. Connie Wahl
City of Spokane
RFP Coordinator, Purchasing Department

RE: RFP 5351-20 Letter of Submittal

Ms. Wahl:

On behalf of SmartCover, I am pleased to submit this proposal for providing stormwater monitoring with equipment, operating and maintenance services. The contract would be written with --

Hadronex, Inc. DBA SmartCover Systems ("SmartCover")
2110 Enterprise Street, Escondido, CA 92029
(760) 291-1980, sales@smartcoversystems.com

The legal status of the Firm is an incorporated company and the facility of operations would be from principal offices in Escondido, CA. There are no 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.

We understand the scope of work will include stormwater monitoring equipment, installation and ongoing operation, maintenance and project management services. We have put together a competitive turnkey services proposal with pricing detailed for the minimum three (3) year term stated in the RFP, five (5) years as stated in Addendum 1 and optional renewals up to a maximum of seven (7) years. We have taken no exceptions and will fully comply with all terms and conditions set forth in the Request for Proposal.

In addition to the technology and equipment, we're confident the data gathered by our system and analytics from our cloud-based software will provide a robust supplement to assist with calibrating the City of Spokane's capital facility planning and modeling as part of the City's Growth Management Act (GMA) requirements.

If you have any questions, please don't hesitate to contact me directly at (760) 207-8348 or via email at bquist@smartcoversystems.com.

Kind Regards,



Brogan Quist
Regional Sales Manager
SmartCover

TECHNICAL PROPOSAL SCOPE OF WORK, METHODOLOGY & EQUIPMENT

SCOPE OF WORK

We understand the scope of work includes stormwater monitoring equipment, installation and ongoing operation, maintenance and project management services of 15 to 20 municipal separate storm sewer system MS4 outfall basins for a minimum of three (3) years and up to a maximum of seven (7) years. In addition to the technology and equipment, we're confident the data gathered by SmartCover and analytics from our cloud-based software will provide robust supplemental data to assist with calibrating the capital facility planning and modeling as part of the City's Growth Management Act (GMA) requirements.

SmartCover will support City Staff and sites with the following:

- Project Management
- Monitoring Equipment
- Installation and Maintenance
- Data Transmittal and Software

SmartCover's core business is to provide equipment and services for stormwater monitoring. SmartCover has worked with hundreds of Municipality's across North America delivering these services to quantify the impact of wet weather on CSO and SSO events and to provide data and analytics for modeling and capital planning purposes.

SmartCover welcomes the opportunity to support the City with continuous, real-time monitoring of stormwater at the City designated 15 to 20 municipal separate storm sewer system MS4 outfall basins locations especially during wet weather. Using our proprietary technology, we'll deliver the AI-based analytics in easy to read reports from a secure dashboard with turnkey service to capture the data needed to calibrate the stormwater models and help estimate the model results of smaller basins. In support of the GMA requirements we're prepared to:

- Install remote sensor monitors at designated sites
- Daily collection of flow data at 15-minute intervals, or less

- Provide analytics of the data in easy to read, web-based dashboard
- Stored electronically and shared with the City on a real-time, daily basis
- Conduct a trial of equipment, communication and data storage system to vet and review data accuracy
- Maintain the system for the duration of the contract



Encompassing around 60 square miles in Eastern Washington, 20 miles west of Idaho and south of the Canadian border, we understand Spokane represents the largest city between Seattle and Minneapolis and between Calgary and Salt Lake City. Spokane is notorious for the Spokane River's hydroelectric potential and rugged beauty. The region experiences short warm, dry and mostly clear summers and very cold, mostly

cloudy winters. The rainy period is known to last 11 months, with most rainfall during November. The rainless period of the year lasts for 1 month, from July to August. Among the wet days, there is distinction between those that experience rain alone, snow alone, or a mixture of the two.

Adapting to Scope Change: SmartCover is a nimble and resilient company, we are able to adapt to changes in the scope of services. After all, when it's your job to protect a community from sewage contamination -- you're in the business of monitoring the unseen and adapting to unknowns on a regular basis. In addition, the long-term relationship we have with our local representative extends our presence with offices in Washington, and a local network of SmartCover certified field technicians who will be at the ready to respond.

METHODOLOGY & SYSTEM EQUIPMENT

SmartCover's approach and methodology is to provide systems that utilize ultrasonic sensors (no components submersed in the wastewater under normal operating conditions) to accurately measure stormwater levels at every CSO outfall structure. Coupled with SmartRain™, our proprietary software for data fusion, we are able to integrate with localized weather data from the National Oceanic and Atmospheric Administration (NOAA);

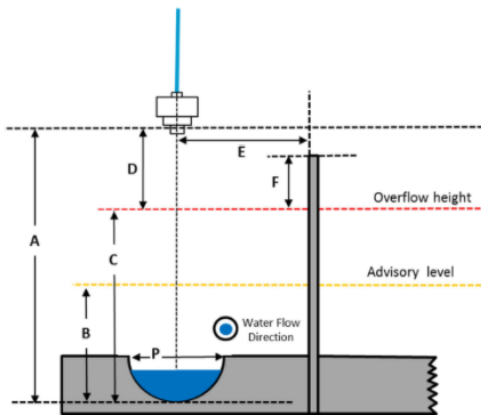
this provides an easy method to view and understand the relationship of collection system level or flow changes affected by rain.

On behalf of the City of Spokane, we will deploy a SmartCover system, which includes:

- Remote Field Unit(s)
- Communications
- Data Handling and Analysis
- System Installation, Activation & Maintenance
- Active Site Management

Flow Calculations: Data is gathered to measure flow for pipes, weirs, flumes, large diameter pipes consistent with Manning's flow parameters, CSO applications and other open-channel flow applications.

CSO Outfall Structures: At properly designed CSO outfall structures with weirs, the SmartCover system can provide a highly accurate and real-time measurement of CSO flow volumes during an incident using its SmartWeir application. SmartWeir uses the highly



The SmartWeir™ application of SmartCover® technology requires the sensor to be properly positioned to measure flow based on ASTM, ISO, and USBR standards.

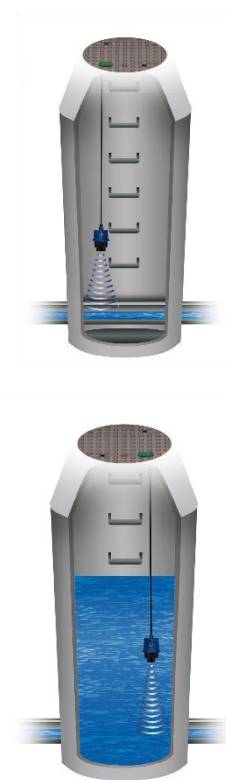
reliable and accurate SmartCover ultrasonic flow monitoring sensor behind the weir in a location that enables weir flow to be calculated based on weir design. Classic weir formulas developed, tested and approved by ASTM, ISO, and USBR are used to generate real-time weir flow data. In locations where weir overflows are sporadic, the start time, end time, and incident flow volume can be logged and reported in real-time. A graphic of a typical SmartWeir application is shown.

In CSO outfall pipes without weir structures, SmartCover's proprietary SmartFLOE Flow

Estimation System provides a low-cost, low maintenance, highly reliability means for flow measurement when proper and accurate inputs are provided (pipe diameter, slope, etc.). Flow Level Optimized Estimation (FLOE) is SmartCover's proprietary approach to using the well-proven Manning's equation to provide users with a cost-effective means to acquire data for estimating flow rates in open channels.

Designed for Sewers: Engineered to withstand the harshest most toxic environment on Earth, the SmartCover system was designed for long-term use in sewers. Since our inception over 15 years ago, the company has been relentlessly focused on reliability and longevity under the most extreme conditions. SmartCover stands behind our technology and as part of our turnkey services, will replace any failed component at no additional charge throughout the life of our agreement with the City.

Resilient Sensor Design: Our remote field units meet IP-68 standards and are capable of surviving immersion in sewage water at a depth of six (6) feet for at least 24 hours. The patented design uses both ultrasonic and pressure measurement to determine water levels BELOW and ABOVE the sensor with the following performance specifications:



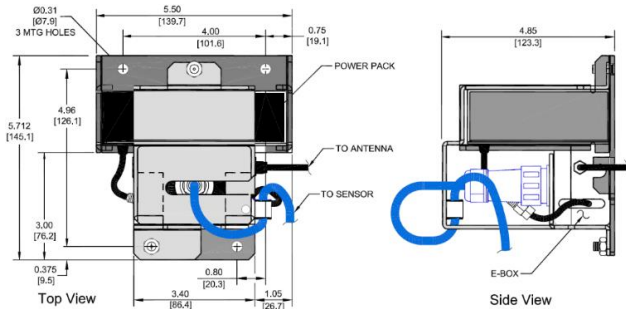
- Ultrasonic resolution no more than 0.1"
- Pressure resolution no more than 0.5"
- Level accuracy on narrow inverts
- Ultrasonic transducer range: 0-79"
- Ultrasonic transducer resolution: 1/10"
- Submersion level maximum depth: 34.5'
- Submersion level sensing resolution: 1/2"
- Sealed pressure transducer
- Built-in algorithm to minimize false distance readings
- Total dynamic range of 0 inches to 30 feet
- Fully potted and capable of withstanding 10G of force
- Does not require field calibration
- Temperature compensated
- Small enough (less than 4" x 4" x 6") and physically independent of the system control box
- Positioned easily anywhere in a sewer manhole, or similar infrastructure, with a connecting cable; may be positioned up to 300 feet from the system control box

Full Visibility During Wet Season: The SmartCover system features the patented SubSonic® Dual Sensor -- the foundation of our technology solution suite. With the accuracy of ultrasonic and the

expanse of a pressure sensor, this technology creates full dynamic range -- from the bottom of the channel to the cover -- inside a manhole. Not only does the dual sensor provide visibility from the bottom of the invert to the manhole cover, the powerful combination of ultrasonic and pressure monitoring gives you steady visibility during water surges. The SubSonic embeds a pressure sensor into the housing of an ultrasonic sensor allowing measurement of valuable rising water level data detected from the outset and continue beyond the point when the ultrasonic sensor becomes submerged. This helps to better understand rapidly changing water levels and, in turn, allows a more timely, cost-

effective response with more accurate resource allocation when facing costly inflow and infiltration (I&I).

Field Site Hardware: With SmartCover, the City will experience a turnkey stormwater solution with easy installation, no confined space entry, off grid longevity, mobile app, smart device reporting and done-for-you analytics triggering alarms at the City's monitored outfalls.



Your SmartCover system includes the following basic remote field unit hardware components delivered for each field installation site.

- One (1) E-Box system control
- One (1) SubSonic Distance Sensing Module (DSM) with connecting cable
- One (1) Communications antenna for direct connection to the satellite network
- One (1) PowerPack, a proprietary high-power, density lithium thionyl chloride battery
- One (1) Bracket kit for mounting to the underside of the manhole cover
- One (1) Installation kit containing all hardware and accessories necessary to mount a single system

System Control

The E-Box is the system control containing the digital satellite radio, computer, modem, and signal processing components. It is fully potted and can be completely submerged in water, IP-68 rated. It is housed in an, ABS enclosure and shock tested to 10 G's.



Sensor

The SubSonic® Dual Sensor combines ultrasonic distance and pressure measurements. It is enclosed and sealed in an ABS housing. It is fully potted and completely waterproof, meeting IP-68 standards. The crystal-controlled oscillator sensor is self-calibrating for temperature fluctuations. Two distance ranges are available:

- Standard range senses between 0" and 79"
- Long range senses 11" to 240"

Cable

There are two standard cable lengths of 15' and 25'. Custom lengths are available, application dependent, up to 300'. Our Application Engineers are available to assist the City to determine the correct sensor alignment, range, and optimal cable length.

Battery

The SmartCover "PowerPack" is a high power-density battery system designed for reliable, consistent delivery of power in the harsh wastewater environment. The housing is a urethane coated pack containing lithium thionyl chloride primary batteries.



E-Series Antenna

Our E-Series antennas include the "E-Square" and the "E-Dot" types. Both are traffic rated and designed to mount directly to the manhole cover or vault lid. They communicate directly to the satellite network and do not require any intermediary devices for boosting signals. The antenna is secured to the top of the manhole cover using a high strength, two-part acrylic adhesive specifically designed for high stress, structural applications.



The E-Square antenna is similar to a road-reflector used in areas where there is no opportunity for dislocation, such as snow plows. The enhanced visibility is helpful in remote areas.



The E-Dot antenna is used in areas where snow plow operation occurs and are designed to be mounted below the manhole profile. They can also be used other areas where a conspicuous bright green antenna may not be desirable.

Mounting Bracket Kit

The mounting bracket is a ruggedized, corrosion resistant assembly designed to protect and secure system components. The bracket is secured with two stainless steel bolts whereby the installer drills two 1/4" holes into the cover. The bracket is designed in such a manner such that **NO CONFINED SPACE ENTRY IS REQUIRED FOR INSTALLATION**. The hard-anodized aluminum housing protects the PowerPack and the E-Box control. The sensor is connected to the E-Box and suspended via a cable, typically over the invert.





Data Transmission: SmartCover uses the high performance and very secure Iridium® satellite network for the system's communications backbone. Iridium is a state-of-the-art communications system consisting of 66 Low Earth Orbiting (LEO) satellites. It has global, redundant coverage and is known to provide superior connectivity to that of terrestrial systems such as GSM, GPRS and other cell phone-based systems. It is used by the U.S. military for its security and reliability factors. The satellites are in orbit across the globe and assure connectivity is achieved requiring but a small fraction of visibility of the available horizon. As a result, your SmartCover system is able to communicate in challenging locations with such impediments as tree canopies, overpasses, or buildings or deep topographical ravines and canyons.



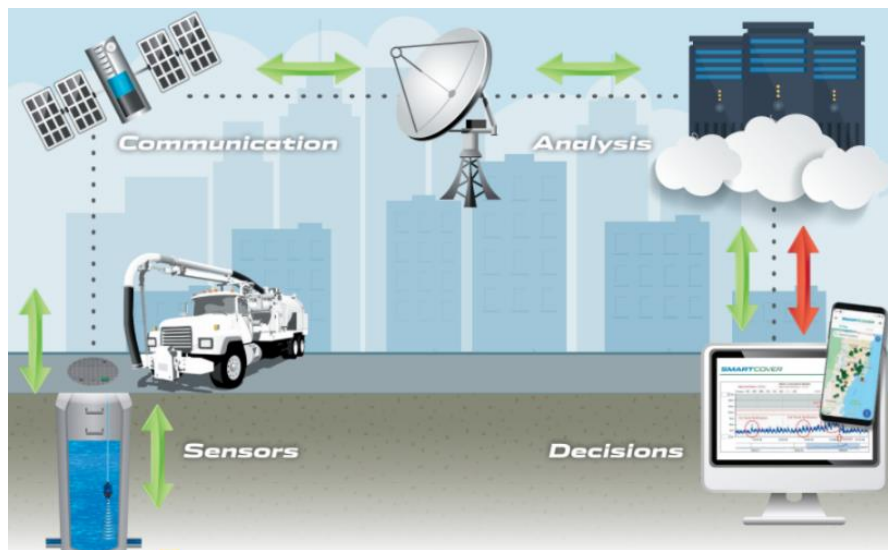
Data Reliability: SmartCover production data is stored in two separate commercial data centers located in San Diego County. Backups are stored at a third location on SmartCover Systems property and at a dedicated backup service provider as well. This gives SmartCover various redundancies, making the data available in case of any issues with data loss. This is protected by standardized encryption methods to grant access. The SmartCover System has a very high connectivity to Iridium (explained below), at over a 99% connectivity rate.

Communications Stability: Unlike cellular communications, which change hardware and protocols every few years (i.e. 2G, 3G, 4G), the SmartCover system transmits data acquired from remote monitoring sites and transmits via a low earth orbit satellite communication system, delivered to redundant, secure servers with 2048-bit key encryption and then accessed via the cloud on any web browser device. Impervious to power outages during periods of volatility and heavy rainfall, when flooding is prevalent, the SmartCover communications architecture is steadfast. SmartCover uses the Iridium® satellite network, supported by the U.S. Department of Defense, with military level reliability and longevity; the network is expected to keep the same protocols for the next 20 years.



Cybersecurity is Top of Mind: Your data is highly secure. SmartCover servers use 2048-bit encryption, located in a climate controlled, secure facility with emergency power to prevent any interruptions and redundancy. Servers store all historical communication data. Being a “cloud” based system, data is available at all times through a dashboard on a computer, tablet or phone. Data is easily accessed through any web browser to the server via encrypted data. Notifications are also sent directly to the designated account administrators.

Communications Architecture: The diagram illustrates the structure of the



SmartCover communications architecture. The remote units communicate directly to an orbiting satellite, the signals are relayed to earth link stations, and then to SmartCover secure servers.

Two-Way Wireless Communications: Bi-directional, wireless communications gives remote access to all your sites. The City will have the ability to control and modify sensor thresholds, reports and notification settings remotely. This featured benefit of your SmartCover system provides significant efficiencies since your data acquisition, alarms and system setting changes are enabled remotely, saving time and resources. For example, the alarm level settings can be accessed via the website dashboard to be changed or disabled. Changes to these settings are communicated from SmartCover servers through the satellite directly to the sensor at the designated site.

Professional Services: Included with your service is our “Active Site Management” (ASM) -- a comprehensive support service for your SmartCover system. It includes software

support, satellite connectivity and ongoing technical support with the elements described below.

Website Hosting: initial set-up and ongoing hosting of all software and customer data. Note that all data is owned by the customer.

Website/Software Upgrades: from time to time new features and tools are added at no charge including such features supporting improved analytical tools, improved graphical tools and new reports.

Website Maintenance: maintaining the secure servers on which your website resides and providing free upgrades to the websites as they become available.

Standard Reports: support you in the preparation of reports for management or regulators.

Technical Telephone Support: offered by our Customer Service with a real, live person from 5am – 5pm, PT/8am – 8pm ET supplemented by local representatives.

Management Oversight: automatic notifications of alarms, advisories and alerts are issued. Ongoing monitoring of proper operation of all installed systems including battery voltage, the radio signal strength and the communication to/from the systems. Coordination of appropriate service to repair any components in the field.

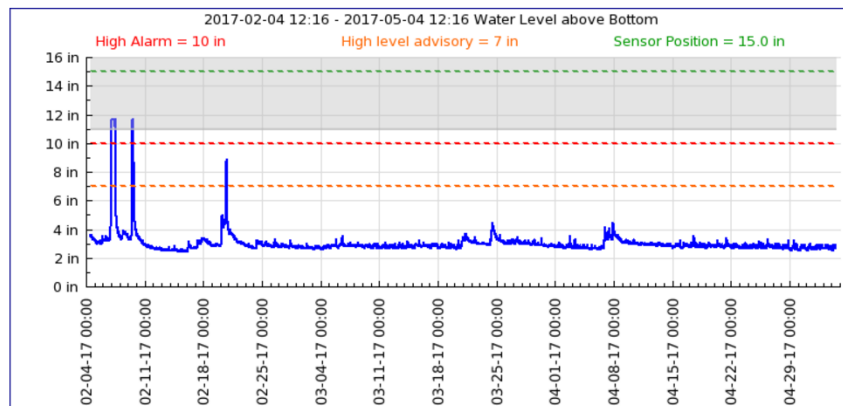
Alarm Processing: maintaining the infrastructure of the alarm contact system.

After Hours Support: available on an as-needed basis. Contact us for details.

Wireless Communications Connectivity: access to the two-way, wireless satellite network.

Graphs and Data:

The City may access any site by clicking on the map or on the address location. As an example, the graph below illustrates level in inches (y-axis), date/time (x-axis), flow levels (blue line), the alarm setting (red line), and the advisory level (orange line). The green line shows the sensor position.



(red line), and the advisory level (orange line). The green line shows the sensor position.

Notifications and Alarms: SmartCover maintains the infrastructure of the notification and alarm contact system. With SmartCover, timely alarms are triggered during rapidly rising water levels. Wet weather flows are compared to dry weather flows -- these data patterns are used to prevent spills from happening.

If the remote unit measures water *above* the alarm level, an alarm notification is immediately sent to the designated users using a pre-established communication protocol (i.e., text message to a mobile device or an email message). Alarms are sent through cell phones or pagers via Short Message Service (SMS); sent through smart phones, smart

devices, or computer via email messaging. Alarms will continue to be sent until acknowledged. The system will continue to monitor, regardless if the alarm has been acknowledged.

Alarm level signals are sent to the City based on a pre-established protocol via smart phone, digital pager and/or email. It is possible to have alarms sent to a central control room as well. The SmartCover includes high-level and low-level alarms that are set by the City. **Customers are also able to be notified if the manhole has been opened or rotated. This is possible through the SmartCover patented "TILT" alarm. This alarm can be turned on or off remotely. SmartCover also includes a tool called "SmartTrend" (explained on page 13). If the tool picks up an abnormal change in data (due to the manhole being rotated or put back in the wrong position), an email is sent to the customer and the SmartCover customer service team.** Once activated, The City staff is responsible for acknowledging all notifications. There are three notification levels:

Alarms: could be high water event (surcharge), low levels or an intrusion. Action is required.

Advisories: detection of an anomaly, i.e rise or fall. Inspection advised.

Alerts: maintenance notice, i.e. low voltage battery, communication gap. Maintenance suggested.



Data Handling and Analysis:

SmartCover monitors continuously 24 hours per day, seven (7) days per week. The company has cumulatively acquired more than 15,000 years of data and experience with this basic measurement protocol to assure users that this methodology is extremely sound, robust and reliable for ongoing data acquisition, AI-based analytics, and notification functions.

Measurement Frequency: The following are the default measurement frequencies for delivered systems. Measurement frequencies can be changed between once per minute to once per hour, based on the application need. Our Application Engineers will work with you to determine the proper measurement frequency for your application.

The frequency of measure is customized for your collection system and each site within your system. SmartCover measurement readings are taken every 5 minutes and recorded every 10 minutes, which meets the requirement for 15-minute measurements. The default measurement for the system is described below:

- Measurement occurs every five (5) minutes to check for an alarm. IF there is no alarm, the system takes another measurement in five (5) minutes and records it. This equates to a measurement recording every 10 minutes under non-alarm conditions.
- Readings are “batched” and sent once every sixty (60) minutes via satellite to the server and stored for user access to observe trending and analysis.
- During alarm conditions, measurement AND data transmission occurs every five (5) minutes.
- This is a user adjustable input, and can be customized with different timing for each field location.
- If the measurement is below the pre-set alarm level, then the cycle begins again.

Data Quality Control: As mentioned above, the SmartCover System uses both ultrasonic and pressure sensors to measure the water level, and provide estimated flow readings. To make sure we are getting the best measurement, the ultrasonic sensor takes 9 “mini” measurements. The system then picks the MEDIAN measurement, which gets rid of any outliers. The SmartCover System also has a set of “traps”, which enable the system to send out maintenance “alerts”. This is in place so our team and the customer know that there is a problem with the sensor and/or the data that is being received. This is all done automatically.

Dashboard User Interface: The website user interface (UI) is designed to be easily understood and intuitive to operate. Your dashboard is accessed by designated users through a secure portal and with a username and password. Again, our Customer Service team is able to provide assistance in real-time from 5am – 5pm PT and after hours or during any emergency situations. Upon login, a map of your system appears with easy to read icons:

System Map Symbols

The system map has five, color-coded symbols for ease of viewing and management:

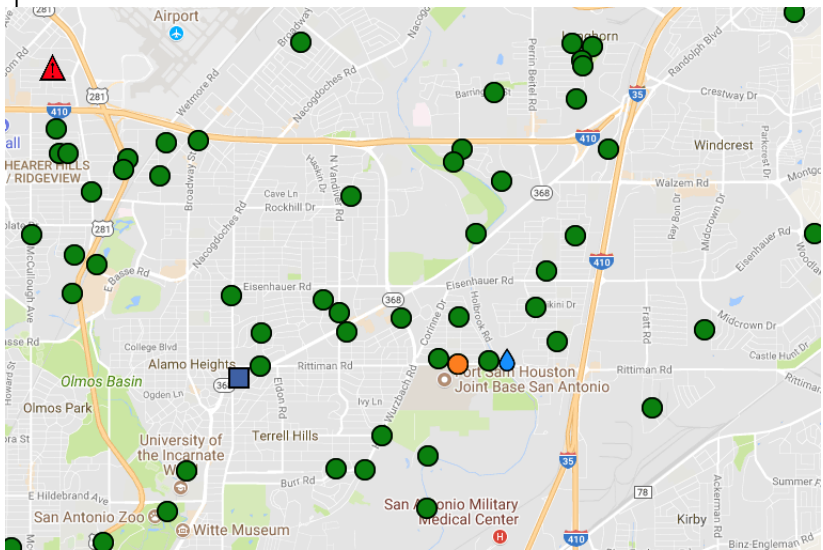
GREEN (circle) – All is well. Indicates the site does not have any alarms, maintenance alerts or advisories.

ORANGE (circle) – “Advisory”. The Advisory is an email message of an anomaly. (rise or fall)

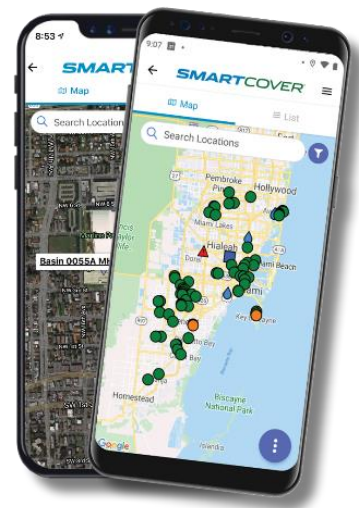
BLUE (square) – “Alert” - maintenance action, ie. battery has low voltage or lack of communication within the expected interval.

RED (triangle) – “Alarm” It could be high water event (surcharge) or an intrusion. Action is required.

GRAY (circle) –The data for this site is archived and accessible.



Mobile Application: Mobile access to your SmartCover system is available with a complimentary mobile application available for both iOS and Android devices, certified for download from the Apple App Store and Google Play. Updates are automatic at no cost without requiring software upgrades. The mobile UX is accessible using the same secure login as your website dashboard for unlimited account users. The app is free to active accounts allowing easy, remote access to your sewer status.



SmartTrend®: This is our analytical, patented software tool working behind-the-scenes to notify and enable users to anticipate events at installation locations. SmartTrend® automatically scans each remote site to assess data trends and changes in water level patterns. Should it see an “anomaly”, it provides users an Advisory email message. This important feature means that users have the most advanced predictive method available identifying future issues such as SSO days or even weeks before they occur.

Product Improvements: SmartCover is continuously improving, adding new features and functions. Product improvements are backwards compatible to existing satellite systems.

There is no additional charge for these improvement and automatic updates are included with your annual turnkey services.

Plug and Play: Truly plug and play, the turnkey system is stand-alone and requires no additional sensors, communications, power, analysis, database storage, or user interface other than that provided intrinsically by the system itself.

Unlimited Data, Users, Notifications: Originating from within the industry, and sensitive to creeping fees, SmartCover does not “nickel and dime” our customers. The company has made a concerted effort to maintain competitive pricing with recurring renewal packages to streamline costs. In addition, we don't charge you for items that don't cost us anything.

Infrastructure Entry Notification: A micro-electromechanical system (MEMS) device is built into the patented design. In addition to alarming for high water levels, the system also reports when a manhole cover or hatch is opened, providing a way to detect authorized or unauthorized infrastructure entry – this feature has proven useful for tracking illegal dumping, as well as a management tool for field service and inspection time stamp validation.

Patented Design and Methods: The SmartCover suite of products are covered by multiple method and design patents. The purchase of hardware and data services from SmartCover is inclusive of the cost for and constitutes an implied license to practice US Patents 7,292,143; 7,589,630; 7,598,858; 7,944,352; 7,948,215; 8,607,654; 9,297,684; 9,482,568; and 10,612,228 at the locations where SmartCover units are installed with active site management activation.

No Confined Space Entry: The remote field sensors are designed to easily mount onto manhole covers or hatches and may be installed without confined space entry as defined by OSHA 29 CFR 1910.146b. The standard, patented SmartCover deployment configuration, unlike other manhole monitoring systems, does not require any part of the body (hands, head, etc.) to break the plane of the infrastructure cover for installation or service of the system.

Highly Rated Customer Service: A commitment to service by our Founders -- who are from the industry and for the industry – SmartCover’s world-class customer service operates with a real, live person from 5am – 5pm, PT/8am – 8pm ET. Measured by customer interviews and Net Promoter Score surveys, customer satisfaction results in an extremely low (<1%) turnover per year.

Proactive Support: Notifications from your system are monitored and a member of Customer Service team will proactively reach out to the City staff as needed.

Modular Design Provides Deployment Flexibility: Sensor and local electronics can be separated by as much as 500 feet. This is important for locations in Spokane where flooding may occur and the antenna and electronics need to be positioned remotely for performance in extreme conditions.

Integrated Data & Analytics: Data fusion with rain, tidal, stream and/or river levels and analysis are a fundamental part of the product. SmartCover overlays local weather data from the NOAA to augment and further customize the reports specific to Spokane’s environmental conditions.

Predictive AI-Based Analytics: Patented, done-for-you data analytics software identifies trends in water level data and tells a story about the pipes up and downstream from the monitored location.

Application Programming Interface: SmartCover has an application programming interface (API) for integration with the City of Spokane utilizing a JSON Web Token (JWT) for authentications and endpoints return data in JSON format.

MANAGEMENT PROPOSAL TEAM EXPERIENCE, CITY RESOURCES & REFERENCES

SmartCover is a pioneering technology solution provider serving the wastewater industry. We're driven by the mission to preserve and protect our environment, communities and quality of life throughout North America. In this section we'll provide you with the team assignments, resources and schedule for delivery of your project.

What sets SmartCover apart is the unwavering level of assurance and peace of mind we grant our customers, even in the most unpredictable situations. This level of security is not only made possible by our superior technology, but by our attentive customer support, meticulous research and development team and our deep sense of empathy and understanding of what municipalities go through every day.

Founders Are One of You: The company was founded in 2005 by Greg Quist, Ph.D. and David Drake, E.E. — two local elected water officials with technology backgrounds who were passionate about water. Encouraged by discussions with wastewater operators, they recognized a pressing challenge related to the detection of blockages and sewer spill prevention. Operating for over 15 years, SmartCover has active installations at more than 450 public and private utilities throughout North America with an excess of 200,000,000 hours of operational experience. The company is responsible for saving an estimated 25,000 spills.

Experience Serving Spokane: SmartCover has had the pleasure of working with the City of Spokane for the past two years on a trial basis for sewer operations. Since 2018, our system has been tried and tested with a consistent record of reliability monitoring level data at a few different locations within the City.

Strong Pacific Northwest Presence: To support delivery, SmartCover has an established, 5+ year relationship with PumpTech with two offices in Washington: Moses Lake and Bellevue. Since 2012, SmartCover and PumpTech have been serving Washington-state Municipalities with service and scope similar to what we are proposing for the City of

Spokane. PumpTech fulfills a range of services including, installation, maintenance, and repair work for SmartCover.

PumpTech Inc.

209 S. Hamilton Road, Moses Lake, WA 98837 USA
Tel: (509) 766-6330



12020 SE 32nd Street, Suite 2 Bellevue WA 98005 USA
Tel: (425) 644-8501
Website: pumptechnw.com

Team 100% Committed to Spokane: Your SmartCover team consists of professionals with experience spanning astrophysics, economics, chemical engineering, electrical engineering, computer engineering, signal processing, software development, systems integration, sensor technology, finance, water and wastewater operations, and government affairs.

TEAM ASSIGNMENTS

The SmartCover is committed to the success of the project and support will be available as needed to support the City. Below is a summary of the team assigned to the City of Spokane.

Project Management

Brogan Quist will be the main City of Spokane contact and project manager for the length of this project. He is responsible for organizing and leading the SmartCover team to deliver the scope of work for this project. This includes fabrication, delivery and working with our local, certified service team, who will inspect and custom install each SmartCover system at the City's selected locations. After the installations are complete and confirmed, Brogan will organize a series of remote, website-based trainings with City of Spokane personnel and establish desired alarm setpoints for each site, frequency and format of data communications, and cadence for operational reviews. Brogan will also lead the regular program review meetings on SmartCover's side.

Maureen Fox supervises our Inside Sales team and is responsible for the ongoing communication and coordination with the City's purchasing department and our delivery team. She's been with SmartCover for more than five years and

is your contact point for contracts, insurance, sole source letters, renewals, multi-year plans and any time you aren't able to reach Brogan.

Paris Neofotistos is part of the SmartCover technical advisory team that will review operational and system data to provide support for the City of Spokane program. He is also the second point of contact for the City.

Installation & Maintenance

Jim Joyce is the City of Spokane's main local contact with our Manufacturer's Representative PumpTech, our Washington-based SmartCover certified service company. Jim has worked directly with SmartCover customers across the Pacific Northwest for several years. Jim will oversee the field work being performed by PumpTech and their field service team.

Shane King will be the primary field technician involved in both the installation and maintenance of the City of Spokane's SmartCover systems. Shane will coordinate and work directly with the City staff in the field as needed. Shane will also communicate and coordinate directly to the SmartCover customer service team during installations and maintenance trips, to make sure the units are functioning correctly before site departure.

Customer Support & Delivery

Dave Rees leads our Engineering team and will help manage the overall user experience (UX) throughout the project. He will be involved with supporting required data transfer protocols and any new updates that will be added to the website to assist the City of Spokane. His team oversees the mobile app development; which Spokane can download at no cost once the City of Spokane customer website portal is up and running. Dave's team is responsible for designing and developing UX and user interface design (UI) of our website, graphs, reports, notifications, and mobile app.

Drew Arner leads our Customer Service team, oversees delivery and is directly responsible for every phase of the installation and service process. His Customer Service team will make sure the installations completed by PumpTech meet our high standards. Drew will also manage the creation of your user profiles and dashboard.

Technical Advisors

Greg Quist is SmartCover CEO, and co-inventor of the system. He is part of the SmartCover technical advisory team that will review operational and system data to provide support for the City of Spokane program.

David Drake is a SmartCover Co-Founder, and one of the inventors of the technology system. He will assist in any developments with the system throughout the project. David works with our research and development team, patents and customer satisfaction review board where we continually review customer feedback for updates and enhancements to our system.

TEAM BACKGROUND

Please find below professional backgrounds for each member of the assigned team members.

Brogan Quist **Regional Sales Manager**

Brogan Quist is the Western Regional Sales Manager for SmartCover. His territory includes the 11 "Western States", as well as parts of the Midwest, Canada, Alaska, and Hawaii. Brogan earned his B.S from Westmont College in Business and Economics. After graduating in 2012, he took a full-time position at SmartCover, and has been with the company for over eight years. Before joining SmartCover full time, Brogan spent several summers working at the company, with various duties spanning from customer service calls and field visits/installs/maintenance, to quality control testing of remote field units before they were installed in the field. Brogan enjoys fishing, hiking, golf, and spending time with friends and family. He resides in San Diego, CA.





Paris Neofotistos
Vice President of Sales, North America

Paris is our Vice President of Sales. He is an experienced leader with more than 25 years in the industry with the last two decades focused on the municipal and industrial water and wastewater treatment markets. He oversees and manages our global sales operation with a network of regional managers and channel partners across North America. Accountable for driving and accelerating growth for the company, he focuses on strategic planning and developing the market for our innovative solutions. He works with end users to identify new applications and lends his engineering and technical expertise to our R&D team to support the development and commercialization of new solutions. Prior to joining SmartCover, Paris was VP of Sales at Axine Water Technologies where he led and built their commercial organization. He previously spent 14 years in various leadership roles at USP Technologies (Danaher subsidiary), an environmental services company, and 5 years at Infilco Degremont (Suez subsidiary). Paris earned his Bachelor of Science degree in Chemical Engineering from Virginia Tech. He is an innovator and inventor holding two patents and has authored and presented many technical papers throughout his career. He resides outside Richmond, VA.



Maureen Fox
Inside Sales Supervisor

Maureen has been with SmartCover for over five years and is an experienced account manager with a demonstrated history of working in the environmental services, wastewater, biotech, and pharmacy industries. She is detailed-oriented, highly organized, and supervises our Inside Sales team where she oversees a multi-million dollar purchasing and documentation effort. She contributes to the company leadership, sales, marketing, customer feedback, and quality control task forces. Her background includes diverse experiences working with nude mice in cleanrooms, primary and immortal cell lines, assay development, antiviral oligonucleotides, protein, RNA, and DNA extraction. Maureen earned her M.S. in Applied Molecular Biology and a B.S. in Biology from the University of Maryland. She is also a Certified Pharmacy Technician. Maureen resides in Southern California but is often found hiking in one of America's National Parks.



David Rees
Chief Technology Officer

Dave Rees has nearly 20 years of experience in the world of software development and engineering, with a focus on online transaction processing, system architecture and user interfaces. Dave has worked for EarthKAM, SAIC, eBet Technologies and Sportech where he led teams responsible for 24/7 online operations, high availability and performance under demanding customer load with an excellent track record of meeting performance requirements, minimizing downtime and while managing customer relations. He oversees the engineering department and actively supports all facets of product quality and value engineering, software development, systems engineering and management, and user interface.

Dave earned his B.S. in Computer Science from University of California San Diego. He serves on the Board of the San Dieguito Youth Softball League and enjoys coaching his children's softball and baseball teams.



Drew Arner
Director of Customer Service

Drew started his career coordinating and organizing a fleet of trucks and drivers responsible for the daily shipment of wholesale fresh flowers from San Diego and Los Angeles to customers across the United States. Today, he oversees the SmartCover installation and customer support team. His logistics and operations expertise has guided the evolution of the processes, systems and automation of the delivery, installation and case management supporting thousands of field units across North

America. Over the past eight years, Drew has been involved in every single SmartCover account doing field work, traveling to support installations, and/or training with his technical and field knowledge. He leads the cross-departmental coordination between sales, delivery, quality assurance, finance, administration and account management. Originally from Alabama, Drew moved to California to enjoy the surf and sand. He currently resides in the San Diego area with his active, school-aged daughter.

Jim Joyce
PumpTech Product Specialist

Jim is a mechanical engineer and specialty product applications engineer with more than 30 years in water, wastewater treatment and conveyance systems. At PumpTech he is responsible for day to day management of customer relationships and engineers across Northwest Washington. He is a specialty products applications engineer, technical instructor assisting with customer and employee education classes with an emphasis in chemical pumping, ultraviolet water purification, sand filtration, and other process applications. His business acumen was accumulated on the job as an entrepreneur when he was an independent sales representative for process instruments and controls,



specializing in sensor sales and applications for level, flow, pressure, temperature and analytical instrumentation. He has also worked with water and wastewater treatment equipment as a Tank Gauging and Inventory Control Specialist. Jim earned his B.S. in Mechanical Engineering from the University of Washington.

Training and Certifications

ABS Pumps and High-Speed Turbo Compressors - Cornell Pump School
DeNora Disinfection Products – Enaqua
UV Disinfection Systems – Grundfos
Dosing Pumps and Disinfection Systems
LobePro Pump Systems – Enaqua – SolarBee
Milltronics Level and Flow Measurement Systems
Vaughan Pumps and Rotamix Systems
Varec Gas Safety and Tank Gauging Systems



**Shane King, CDL, Electrician 7A
Lead Service Technician**

Shane has more than 25 years of experience with installation, repair and maintenance of pumps and peripheral devices from a variety of manufacturers. This includes non-clog dry pit pumps, grinders, submersible and vertical turbine, close-coupled, split case, progressive cavity, screw, diaphragm, and chemical injection metering pumps. His experience also includes pressure control, pump control valves, control panels with voltages from 16VAC to 480 VAC, machining, fabrication and component design as needed. Shane's trained eye is skilled to read and review wiring schematics and blueprints, he is able to program and calibrate equipment per manufacturer's instructions and is trained with several different manufacturers. He is experienced with voltmeter, amp meter, mega ohm meter, power meter, process meter, metal lathe, end mill, threading machine, drill press, hydraulic press, grinders, MIG, TIG and stick welders, plasma cutter, oxyacetylene torch, hydraulic punch, shear and brake, vibration analyzer and dial indicators. His professional background includes work as an Operator at the Cedar Water Treatment Facility and Maintenance with the Naval Nuclear Power Unit.

Training and Certifications

Naval Nuclear Power School
Nuclear Field A School
Naval Certification: pump repair, machinery shaft alignment, air conditioning and refrigeration
Class B CDL License
Electrician 7A License
Universal HVAC License
Pump & Irrigation Combo (03) License



**Gregory M. Quist, PhD, Co-Founder
President & CEO**

Dr. Greg Quist is the Co-Founder, President and CEO of SmartCover, leading strategy and operations. Greg has been an elected water official with the Rincon del Diablo MWD Board of Directors since 1990, where he served for the past 27 years in various roles including President and Treasurer. Rincon's Board appointed Greg to the San Diego County Water Authority Board in 1996 for 12 years where he led a coalition of agencies to achieve more than \$1M per year in water delivery savings. He's currently the Chairman of the Urban Water Institute. With a background in the areas of metamaterials, numerical analysis, signal processing, pattern recognition, wireless

communications, and system integration, Greg has worked as a technologist, manager and executive at Alcoa, McDonnell-Douglas, and SAIC. He has held top-level government clearances. He started and successfully spun off several high-tech companies, primarily in real-time detection and water technology. He holds 14 patents and has several pending. Greg received his undergraduate degree in Astrophysics with a minor concentration in Economics from Yale College where he played football and baseball. He earned his Ph.D. in Physics from the University of California Santa Barbara. Greg enjoys vinification, fly fishing, hiking, golf, basketball, and tennis. He resides and tends to his vineyard in Escondido, CA.

**David Drake, Co-Founder
Chief Innovation Officer & Industry Icon**

David Drake is the Co-Founder of SmartCover and designated an Industry Icon by Water & Wastes Digest. He has served as a Member of the Board of Directors of Rincon del Diablo Municipal Water District since 2006. He also served as a Member of the Board of Directors of the San Diego County Water Authority for nine years. He was elected to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) and serves on the Workers Compensation Committee. He was also the Chairman of the City of Escondido Planning Commission. He is a graduate of the FBI Justice Department Citizen's Academy and served as the President of the San Diego FBI InfraGard Chapter. David holds 12 U.S.



patents and seven foreign patents. In 2005, he and Dr. Gregory Quist formed Hadronex Inc. d.b.a. SmartCover. David has over 40 years of experience in radar systems, communications, software development, computer systems architecture and integration. He has done extensive work in data acquisition, signal processing, cryptography and image processing. He has a B.S. in Electrical Engineering from CalTech. He worked at the Jet

Propulsion Laboratory, Oak Industries, Digital Equipment, Mitchell International as CIO, and SAIC. His interests include water systems, astronomy, seismology, and amateur radio. David, and his wife Ginny have lived in Escondido, CA since 1980.

CITY RESOURCES

Ideally, SmartCover becomes an extension of your City staff. We'll involve your team as needed to coordinate installation, maintenance, traffic management and ongoing reporting. We work with hundreds of utilities across the United States and are familiar with the intricacies of resource allocation, work order systems, and advance notice requirements for community outreach.

Installation & Activation: It is most important to note that SmartCover installation **does not require confined space entry, per OSHA 1910.146**. Because of the unique and patented design, a SmartCover remote field installation is inexpensive and takes less than one hour for physical installation. An existing manhole cover or alternative infrastructure cover may be used for installation. The antenna is mounted to the top of the cover or lid and the mounting bracket to the bottom of the cover, hatch or lid.

The antenna is mounted and secured with a high strength, MIL-spec grade, two-part adhesive and a hole is drilled to feed the antenna wire to the underside where the system controller is located. The bracket may be mounted to the underside by drilling to two holes into the cover or lid. Two stainless steel screws secure the bracket. The sensor is connected to the controller and it is suspended and aligned to the flow target area (i.e., the invert) providing a means to monitor water flow in the channel.

On-site testing of the communication link is performed to ensure that the unit is operational. Installation can take place on-site, or offsite with a replaced manhole cover. Typically, the Customer will provide traffic control as required by local regulations and safety of field personnel.

After the physical installation of the SmartCover remote field unit, the following actions bring full functionality to the system. Our certified technicians assist with all installation activation as part of our standard service protocol.

Activation: City Actions

Upon receipt of a Purchase Order, the City will receive a site survey form to obtain the site-specific information necessary to perform the SmartCover service set-up. Proper system operation is dependent upon receipt of all required and accurate information. Site information is used as part of installation where satellite configuration is tested to verify proper alignment and function.

Activation: SmartCover Actions

SmartCover Customer Service assures and supports your website dashboard completion including a private account and database on our secure server. Your dashboard is configured with your field locations, applications, and users, including various user access levels. Registration of the wireless transmission with the network and settings for the customer default system operational parameters is performed. The system automatically monitors the proper operation of all installed systems including battery voltage, the radio signal strength and the communication to and from the field units. Our Customer Service team coordinates directly with PumpTech, your local service agent for the appropriate service to maintain or repair your system. Next, PumpTech will be in touch with City staff to discuss the scheduling as needed.

Training: Training is provided by SmartCover after completion of the installation. In addition, we provide ongoing, remote training as needed for the duration of the monitoring relationship.

Ongoing Maintenance Description:

As part of this response, SmartCover is offering a "white glove" service for City of Spokane. This means that our pricing model includes all warranties for parts, as well as the labor needed to troubleshoot, repair and maintain the units. The annual cost to maintain each unit in this offering is \$600 a year, per site. This cost is mentioned again in the pricing section on page 28. The maintenance needed for each site would include any "alert", which come in the form of: "Communications", "Low Power", and "Sensor Issue". This would also include any sort of "calibration work", such as adjusting the sensor to make sure we are reading the water level. Whether there is an "Alert" or if there is an adjustment that needs to be made, the cost to go out to the site still falls under the \$600 per year, per unit.

Ongoing Maintenance Process:

This section has been added to show the details behind how maintenance work is viewed and completed. The process starts with an "alert", which can be sent as an email directly to the customer. This alert also goes directly to the SmartCover customer service team. Finally, PumpTech will also be signed up for alerts, so the entire team sees each alert come in for visibility. Once the alert is sent out, the next actions are to set up a time to repair and/or check on the system. SmartCover Systems will work with PumpTech to make sure the alert is recognized. Next, PumpTech will work with Spokane to set up a time to go to the site. Depending on the site (traffic control, access, etc.), Spokane may need to be at the site during maintenance. Other sites could be done by PumpTech on their own. PumpTech will then coordinate with the SmartCover customer service team to make sure the unit is operating during and after the site visit and that the work performed is documented.

References: Below is list of active Washington contracts during the last three years and three (3) references you are encouraged to contact.

- Alderwood Water & Wastewater District, WA
- City of Centralia, WA
- Walla Walla, WA
- Clark Regional Wastewater District, WA
- City of Granite Falls, WA
- Midway Sewer District, WA
- Skyway Water & Sewer District, WA
- Terrace Heights Sewer District, WA

Alderwood Water & Wastewater District

Contract Period: 7+ years

Contact Name:

Mike Oleson

Field Operations Manager

(425) 787-0250

moleson@awwd.com

Work Accomplished: SmartCover system is deployed near an apartment complex to monitor levels at specific manholes. This specific location has been used to gather data, as well as alarm the customer if there are abnormal high levels.

Skyway Water & Sewer District

Contract Period: 7+ years

Contact Names:

Cynthia Lamothe

General Manager

(206) 772-1580

cynthial@skywayws.org

Brian Hendrickson
Superintendent
(206) 772-1580
brianh@skywayws.org

Work Accomplished: Multiple units installed at locations to monitor sewer level. Remote field unit located by Lake Washington monitor to prevent SSOs and two sites monitor levels during both dry and wet weather conditions. The strategic deployment helps plan and view capacity throughout the system.

Walla Walla

Contract Period: 3+ years

Contact Name:

Frank Nicholson
City Engineer
(509) 527-4509

fnicholson@ci.walla-walla.wa.us

Work Accomplished: SmartCover is being used at multiple locations. One location is specifically installed near a correctional facility to monitor flows and levels coming out. Other sites around their system are used to monitor and track capacity flow during wet and dry weather.

COST PROPOSAL PRICING, TASK MANAGEMENT & DELIVERY SCHEDULE

SmartCover has endeavored to provide a competitive services proposal that fully meets the requirements of the RFP. We have provided turnkey service pricing based on the requirement for 15 monitoring stations. This turnkey service includes labor warranty for each site, each year. In addition to remote management and diagnostics of alerts and alarms, SmartCover estimates one maintenance visit per year, per site but there was no limit set in our original turnkey service pricing. This comes out to about \$600 per system, per year. Our infographic below shows the annual pricing for 15 monitoring sites with a per unit annual price broken out in order to allow the City to easily calculate annual costs if a different number of units are actually required. Pricing is shown for a three-year contract. Pricing for additional years and/or units can be quoted during or after the three-year contract is complete.

Stormwater Monitoring
City of Spokane
Based on 15 Field Locations

	Year 1	Year 2	Year 3
Turn Key Service <i>No capital investment</i>	\$74,051	\$48,742	\$48,742
Per Unit <i>Annual</i>	\$4,937	\$3,249	\$3,249

Note: Applicable taxes have not been added to pricing

Delivery Schedule: Upon receipt of a Purchase Order and with receipt of complete engineering and site information from the City of Spokane, the following is the estimated implementation schedule:

Task	Responsible	Completion
City of Spokane awards contract to SmartCover	Spokane	Week 0
Project kickoff meeting	Both	Week 1
SmartCover begins fabrication of City of Spokane units	SmartCover	Week 1
City provides details of each CSO outfall location and provides access for site visits	Spokane	Week 3
SmartCover units shipped to local installation partner	SmartCover	Week 5
Installation, testing and activation of SmartCover units at selected City CSO outfall structures	SmartCover	Week 7
City of Spokane training and first project review meeting	SmartCover	Week 8



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11-2-2020 Type of expenditure: Goods Services

Department: Integrated Capital Management

Approving Supervisor: Katherine Miller

Amount of Proposed Expenditure: \$250,000

Funding Source: Utility Rates -IC

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

Why is this expenditure necessary now?

The stormwater models are used to estimate stormwater infrastructure requirements for future expansion of impervious areas, identify system vulnerabilities and deficits. As part of the 20-year capital facility for stormwater, the stormwater models must be developed accurately. Monitoring data is required to confirm model accuracy.

What are the impacts if expenses are deferred?

The update to the 20 year facilities planning would be delayed and put the City further behind in prioritizing capital stormwater needs.

What alternative resources have been considered?

Using ArcGIS mapping tools to estimate model inputs. This can miss represent stormwater loading in the system to any given area resulting in an undersized facility or in a grossly oversized facility.

Description of the goods or service and any additional information?

Three proposals were received from the City's RFQ. Smart Cover Systems was selected as the most qualified consultant. The work will include: monitoring equipment, installation, maintenance, data transfer services, software, notification system and project management for 15 monitors for three years with the ability to extend for two additional years.

Person Submitting Form/Contact: Beryl Fredrickson

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Scott Simman

Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Innovation and Technology Services Division
Subject:	CDW Government (CDW-G) Value Blanket
Date:	December 14, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Infrastructure Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket Utilizing various budget accounts per Department/Division orders.
Strategic Initiative:	Sustainable Resources
Deadline:	December 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase technology equipment (hardware and software) from CDW Government (Vernon Hills, IL), without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Background/History:	
<p>The City of Spokane currently utilizes CDW-G for hardware and software purchases for various departments. The City of Spokane Innovation and Technology Services Division has utilized the King County Directors' Association (KCDA) Agreement #AEPA 018-A for its selection of CDW-G. In addition, the following contracts will be used to procure the reasonable pricing: HP products through National IPA CO-OP Contract #2018011-01; Panasonic NVP computer equipment through WA State Contract #05815-011 (MNWNC-124); various hardware/software through GSA Federal Contract #47QTCA18D004K, Schedule 70.</p>	
Executive Summary:	
<ul style="list-style-type: none"> • Approval to purchase technology equipment (hardware and software) from CDW Government (Vernon Hills, IL) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. • January 1, 2021, through December 31, 2021. Requesting \$100,000.00, plus tax and shipping. • Current 2020 - \$100,000.00, plus tax and shipping. 	
Budget Impact:	
<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impact:	
<p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Dell Marketing L.P. (Dell Financial, L.L.C.) Value Blanket
Date:	December 14, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Infrastructure Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket Utilizing various budget accounts for individual Division/Department orders, but primarily from ITSD 5310 Capital Replacement funds.
Strategic Initiative:	Innovative Infrastructure
Deadline:	December 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase PC, laptop, and mobile data hardware equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Background/History:	
<p>The City of Spokane currently utilizes Dell Marketing L.P. (Dell Financial, L.L.C.) (Austin, TX) for PC, laptop, and mobile data hardware equipment purchases for various departments. The purpose of the new equipment is for efficiencies, improved service, high-speed connectivity, future capacity, and aligns with the City of Spokane's standard for PC, laptop, and mobile data equipment. The City of Spokane Innovation and Technology Services Division has utilized Washington State Contract #05815-003/MNWNC-108 for its selection of Dell Marketing L.P. (Dell Financial, L.L.C.).</p>	
Executive Summary:	
<ul style="list-style-type: none"> • Approval to purchase PC, laptop, and mobile data hardware equipment from Dell Marketing L.P. (Dell Financial, L.L.C.) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. • January 1, 2021, through December 31, 2021. Requesting \$400,000.00, plus tax and shipping. • Current 2020 - \$750,000.00, plus tax and shipping. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper

Public Infrastructure Environment and Sustainability Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Software House International, Inc. (SHI) Value Blanket
Date:	December 14, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Public Infrastructure Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Value Blanket Utilizing various budget accounts from Divisions and Departments that place orders. The majority of the purchases will be from ITSD budgeted funds in 5300.
Strategic Initiative:	Sustainable Resources
Deadline:	December 31, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to purchase software products including maintenance and support subscriptions/upgrades from Software House International, Inc., (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval.
Background/History:	
<p>Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts with pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible. We will utilize Master Agreement No. ADSP016-130651, Washington State Master Contract No. 06016 with Software House International Corp. for various software purchases.</p> <p>For 2021, ITSD intends to continue purchasing VMware, Azure, Bluebeam, Autoturn, DocuSign, Microcall, Symantec, Nuance, Mindjet, Tenable, Netmotion, KnowBe4, Microsoft Premier, Smarsh, and other necessary software for which SHI provides best pricing and service.</p>	
Executive Summary:	
<ul style="list-style-type: none"> Approval to purchase software products including maintenance and support subscriptions/upgrades from Software House International, Inc., (SHI) without bringing each purchase over the City Purchase Limit (\$50,000.00) to City Council for approval. January 1, 2021, through December 31, 2021. Requesting \$1,500,000, plus tax and shipping. This is an increase from the 2020 (\$1,200,000) and is based on price increases and additional licensing. 	
Budget Impact:	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Liquid Deicer
Date:	12/14/2020
Contact (email & phone):	Clint Harris
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for the purchase of Liquid Deicer via a Blanket Order. Used by the Street Department to address seasonal Winter conditions.
<u>Background/History:</u> <i>This material is used by the street department during the winter months to address slick and hazardous road conditions on the City's roadways. This is a product vended and purchased via a WSDOT pricing contractor, currently GMCO (Formerly Roadwise).</i>	
<u>Executive Summary:</u> <i>Impact</i> <ul style="list-style-type: none"> The total cost to the City is not to exceed \$1.4 million annually. <i>Action</i> <ul style="list-style-type: none"> Approval of the renewal of the expiring Blanket Order for liquid deicer <i>Funding</i> <ul style="list-style-type: none"> Funding for this is included in the 2021/2022 Street Operation and Maintenance Budget. 	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/30/2020 **Type of expenditure:** Goods Services

Department: Street Department

Approving Supervisor: Clint Harris

Amount of Proposed Expenditure: \$1.4 million.

Funding Source: Streets 2021 Budget

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

Why is this expenditure necessary now?

Expiring Blanket Order for Winter Maintenance Supplies.

What are the impacts if expenses are deferred?

Inability to purchase materials for Winter road management of seasonal conditions.

What alternative resources have been considered?

Other products are used in tandem with liquid deicer for the maintenance of Winter road management

Description of the goods or service and any additional information?

This request is to purchase liquid deicer for the purposes of de-icing roadways.

Person Submitting Form/Contact: Jon Klapp

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons

Scott Simmons (Dec 2, 2020 15:28 PST)

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Road Salt
Date:	12/14/2020
Contact (email & phone):	Clint Harris
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for the purchase of Road Salt on an “as needed” basis to use on the City Streets in the winter.
Background/History: <i>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes. Salt Distributors Inc. is the supplier. This was quoted out in 2018 with an original one year Value Blanket Order with four one year renewals available. This is the third renewal.</i>	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> The total cost to the City is not to exceed \$135,000 annually. <i>Action</i> <ul style="list-style-type: none"> Approval of the renewal of the Value Blanket Order <i>Funding</i> <ul style="list-style-type: none"> Funding for this is included in the 2021/2022 Street Operation and Maintenance Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	









Street Department Liquid Deicier Expenditure Control Form

Final Audit Report

2020-12-02

Created:	2020-12-02
By:	Jon Klapp (jklapp@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoTI53BH61QBviOM3Pw-Z56evZ3JLLg3y

"Street Department Liquid Deicier Expenditure Control Form" History

-  Document created by Jon Klapp (jklapp@spokanecity.org)
2020-12-02 - 9:27:51 PM GMT- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2020-12-02 - 9:28:31 PM GMT
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)
2020-12-02 - 9:36:47 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2020-12-02 - 9:36:56 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Scott Simmons (smsimmons@spokanecity.org) for signature
2020-12-02 - 9:36:58 PM GMT
-  Email viewed by Scott Simmons (smsimmons@spokanecity.org)
2020-12-02 - 10:04:38 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Scott Simmons (smsimmons@spokanecity.org)
Signature Date: 2020-12-02 - 11:28:43 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2020-12-02 - 11:28:43 PM GMT



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 11/30/2020 **Type of expenditure:** Goods Services

Department: Street Department

Approving Supervisor: Clint Harris

Amount of Proposed Expenditure: \$135,000.00 including tax

Funding Source: Street Department 2021 Budget

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

Why is this expenditure necessary now?

Expiring Value Blanket Contract for Winter Maintenance Supplies.

What are the impacts if expenses are deferred?

Inability to purchase materials for Winter road management of seasonal conditions.

What alternative resources have been considered?

Other products are used in tandem with road salt for the maintenance of Winter road management

Description of the goods or service and any additional information?

This request is to purchase white road salt for the purposes of de-icing roadways.

Person Submitting Form/Contact: Jon Klapp

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Scott Simmons

Scott Simmons (Dec 2, 2020 15:29 PST)








Street Department Road Salt Expenditure Control Form

Final Audit Report

2020-12-02

Created:	2020-12-02
By:	Jon Klapp (jklapp@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXq0ea1hNy4yTlzVM3G8ZPav49JcID6t_

"Street Department Road Salt Expenditure Control Form" History

-  Document created by Jon Klapp (jklapp@spokanecity.org)
2020-12-02 - 9:25:05 PM GMT- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature
2020-12-02 - 9:25:53 PM GMT
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)
Signature Date: 2020-12-02 - 9:37:56 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Scott Simmons (smsimmons@spokanecity.org) for signature
2020-12-02 - 9:37:57 PM GMT
-  Email viewed by Scott Simmons (smsimmons@spokanecity.org)
2020-12-02 - 10:04:57 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Scott Simmons (smsimmons@spokanecity.org)
Signature Date: 2020-12-02 - 11:29:01 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2020-12-02 - 11:29:01 PM GMT

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee


Division & Department:	Finance, Fleet Services
Subject:	Purchase of Hydrant Truck Body
Date:	December 14, 2020
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> The Water Department would like to purchase a Hydrant Truck. The Body will be purchased from Freightliner Northwest, Spokane, WA, using Bid 4401-17. Total purchase price is \$149,766.64, including tax.	
<u>Executive Summary:</u> <u>Impact</u> <ul style="list-style-type: none"> The Hydrant Truck will replace a unit that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of a Hydrant Truck Body for the Water Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for this is included in the Water Department budget. 	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

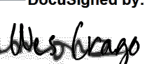


Expenditure Control Form

All Expenditures \$100,000 or more

Today's Date: 5/11/2020	Type of expenditure: Goods
Department: Water Department	
Approving Supervisor: Loren Searl	
Amount of proposed Expenditure: \$980,000 from water rates	
Funding Source: \$980,000 from water rates	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
This is the replacement of four large service trucks. The design, bid, purchase process can take 6 months to complete. This request is to begin this process so it can be completed by the end of the year.	
What are the impacts if expenses are deferred?	
If the process is not started in the near future we may not be able to meet the time line to complete a good design and fair bid package by the end of the year.	
What alternatives resources have been considered?	
Three of the vehicles are not in great shape but can continue to be used but one truck has been taken off the road already. This request is to begin the process with the understanding that should we have a larger budget shortfall we would not complete the purchase at the end of the year. The truck that has been taken off the road is a hydrant maintenance vehicle that needs done as soon as possible.	
Description of the goods or service and any additional information.	
This is the replacement of three vehicles. 1 Mobile Chlorine Truck \$180,000 - 1 Construction Truck \$250,000 - 1 Valve Truck \$300,000 and 1 Hydrant Truck \$250,000	
Person Submitting Form/Contact: Loren Searl	
CITY ADMINISTRATOR APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>	BUDGET APPROVAL: Yes <input type="checkbox"/> No <input type="checkbox"/>

DocuSigned by:

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DocuSigned by:

 9C36E3376992442...