

Urban Experience Committee
Agenda for 1:15 p.m. Monday, April 11th, 2022

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on April 11th, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Urban Experience Committee meeting is regularly held every 3rd Monday of each month at 1:15 p.m. unless otherwise posted.

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

AGENDA

I. Call to Order

II. Approval of [Minutes from March 14th, 2022](#)

III. Discussion Items

1. [SMC 10.39 Modifications: Special Events Cost Recovery](#) – Carly Cortright (20 minutes)
2. [Parking Study Implementation – Parking System Updates](#) – Jesten Ray (10 minutes)
3. [New Design Guidelines](#) – Dean Gunderson (10 minutes)
4. [Resolution to approve modification to TBD projects and funding for 2022](#) – Shauna Harshman (5 minutes)
5. [Approval of cycle 10 Traffic Calming applications](#) – Shauna Harshman (5 minutes)
6. [Interim Zoning Ordinance re Indoor Emergency Shelters in HI Zone](#) –Eric Finch// Jenn Cerecedes (15 minutes)
7. [Shelter Provider RFP](#) – Eric Finch/Jenn Cerecedes (15 minutes)

IV. Consent Items

1. [Value Blanket Contract with Wastequip Manufacturing Company, LLC](#) – Chris Avert, Public Works
2. [Two Multi-Family Tax Exemption \(MFTE\) Conditional Agreement\(s\)](#) – Kara Frashefski, Planning and Economic Development
3. [Amending Ordinance C-27577 to release an easement](#) – Eldon Brown, Developer Services Center
4. [Sunset Rezone – Zoning Map Change](#) – Donna deBit, Development Services Center
5. [Special Counsel Contract Amendment](#) – Michael C. Ormsby, City Attorney

V. Executive Session

Executive Session may be held or reconvened during any Urban Experience Committee meeting.

VI. **Adjournment**

Next Urban Experience Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. May 9th, 2022

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience
March 14th, 2022

Call to Order: 1:15pm

Recording of the meeting may be viewed here:

Attendance

Committee Members Present: CM Stratton (Chair), CP Beggs (Joined at 1:18pm), CM Kinnear , CM Wilkerson, CM Cathcart, CM Bingle (Joined at 1:33pm)

Staff/Others Present: Andrew Rolwes, Eric Finch, Garrett Jones, Colin Quinn-Hurst, Brian McClatchey, Jerrall Haynes, Kelsey Pearson, Giacobbe Byrd, Jeff Gunn, Scotty Nicol, Steve MacDonald, Spencer Gardner

Approval of Minutes

- Action taken
CM Kinnear motions, CM Wilkerson seconds. Minutes pass.

Agenda Items

Discussion items

1. Downtown Spokane Partnership Update – Andrew Rolwes
 - Action taken
Presentation and Discussion
2. CHHS/NHHS Update – Eric Finch
 - Action taken
Presentation and Discussion.
3. SBO to provide an additional \$132,895 in the park fund for the SEEK Grant – Garrett Jones
 - Action taken
Presentation and Discussion. CM's Stratton and Zappone sponsor out of committee.
4. SBO to appropriate \$1.3 million in the Park Fund for transfer to Park Cumulative Reserve department to provide an additional \$1.3 million appropriation in the Park Cumulative Reserve department for Parks Capital Improvement Program (CIP) and capital reserves – Garrett Jones
 - Action taken
Presentation and Discussion. CM's Stratton and Zappone sponsor out of committee.

5. Transit-Oriented Development Framework Study – Colin Quinn-Hurst
 - Action taken
Presentation and Discussion
6. Resolution committing the City to join HUD's House America initiative – Brian McClatchey
 - Action taken
Presentation and Discussion
7. Civil Rights Update – Jerrall Haynes
 - Action taken
Presentation and Discussion
8. Ask Civil Service – Kelsey Pearson
 - Action taken
Presentation and Discussion

Consent items

1. Two Multi-Family Tax Exemption Conditional Agreements – Teri Stripes
2. Value Blanket Contract with Cascade Engineering, Inc – Chris Averyt

Executive session

None.

Adjournment

The meeting adjourned at **2:43pm**

Prepared by:

Scotty Nicol, Legislative Assistant to Council Member Karen Stratton.

Approved by:

Karen Stratton, City Council Member.



Council Member Karen Stratton

Committee Agenda Sheet

Urban Experience

Submitting Department	Office of Neighborhood Services
Contact Name & Phone	Carly Cortright 625-6263
Contact Email	ccortright@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	SMC 10.39 Modifications: Special Events Cost Recovery
Summary (Background)	<p>SMC 10.39 currently outlines 100% public safety cost recovery for events in the right of way unless waived by City Council or Mayor. Historically, we have completely waived public safety costs for parades and have waived 40% of the costs for Bloomsday, Hoopfest, and Pig Out in the Park in recognition of their economic impact.</p> <p>Starting back in 2019, City Council asked for a cost recovery model that was more transparent and equitable for all events. We proposed a tiered approach in 2020 just before the COVID pandemic which forced the delay of adding the ordinance to Council agenda until 2021. The tiered approach was 25% for parades (free community events who have paid 0% traditionally), 50% for events with major economic impact, or the Big 3, (Bloomsday, Hoopfest, and Pig Out in the Park), and 75% for all other events. First Amendment or free speech events would remain capped at a \$500 total cost recovery. We also proposed increasing the application fee based on event size to help offset part of the staff time involved in reviewing and coordinating these events.</p> <p>In spring of 2021 this tiered approach was presented again, the major legacy events in Spokane that make up the majority of the costs associated with special events provided feedback that the unpredictable nature of how much the total cost would be (due to variations in staffing these events based on both police and fire seniority per union contract as well as potential security risks at time of the event), was too difficult to budget for non-profits often running on a shoe-string budget. Based on this feedback, we developed a flat-fee approach for these events, but based on the on-going COVID pandemic, the ordinance changes were suspended indefinitely in April 2021.</p> <p>We are bringing these changes forward again, this time with a phased-in approach to assist events with recovery following the COVID pandemic. The flat fee approach was based on the previous agreed to tier approach, but capped based on the 5 year average for those events plus a 20% increase to capture the increase in police wages as a result of their contract being settled. For example, for parades, 25% of the most recent 5 year average plus 20% was used to determine their flat fee as shown in the following table in the "2025" column. For the Big 3, this was 50% of their 5 year average. However, we are phasing in these costs over 4 years: 0% cost recovery in</p>

2022, 25% in 2022, 50% in 2024, and then starting in 2025 would be the ongoing flat fee charged.

This phased in approach not only recognizes the impacts of the pandemic on events, but also helps the parades secure funding to continue these events going forward. As previously determined, cost recovery for demonstration or free speech events will be capped at \$500. We are also recommending increases to the application fee based on size event from the current \$50 in recognition of the staff time involved in special events. Additionally, we are in the middle of a software implementation to streamline the application process for events as well as the approval process for staff, and the application fees will cover the cost of this software. The increase in application fees will help make sure we are able to continue to pay for this software based on their annual price increases. The majority of events will stay at \$50 or increase to \$100. For events with more than 1000 attendees, the price will increase to \$250, and for events with more than 10,000, the application fee will be \$500. This is consistent with other communities of our size as well.

EVENT	2022	2023	2024	2025
Bloomsday	\$ -	\$ 12,000	\$ 24,000	\$ 48,000
Hillyard Hi-Jinx Parade	\$ -	\$ 200	\$ 400	\$ 800
Hoopfest	\$ -	\$ 22,500	\$ 45,000	\$ 90,000
Jr. Lilac Parade	\$ -	\$ 875	\$ 1,750	\$ 3,500
Lilac Parade	\$ -	\$ 5,000	\$ 10,000	\$ 20,000
Pig Out in the Park	\$ -	\$ 4,125	\$ 8,250	\$ 16,500
St. Patrick's Day Parade	\$ -	\$ 1,375	\$ 2,750	\$ 5,500

Also, in making these changes to SMC 10.39, as previously presented in 2021, we also are recommending some other clean-up of the code in terms of language (references to codes that have since been repealed), better clarity on issuing authority (between the Chief of Police and the Parks Director depending on location of event), and appeals process for permit denials (which previously referred to a different section of the municipal code). None of these changes are a reflection of a change in practice, but simply codify existing procedure.

**Proposed
Council
Action &
Date:**

Approve Ordinance changes: First Reading April 25th; Final Reading May 2nd

Fiscal Impact:

Total Cost: Varies by year, but in 2019 cost was \$401,668 and city recovered \$147,495. Under proposal, in 2022 cost recovery would be ~\$23,500. In 2023, ~\$69,500; in 2024, ~\$115,500, and in 2025 and beyond, ~\$207,500.

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

Funding Source ☐ One-time ☒ Recurring

Specify funding source: funds are recovered for public safety costs from special event sponsors

Expense Occurrence ☐ One-time ☒ Recurring

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

Public Safety special event costs are typically in the form of overtime spent for personnel assigned to the event. Per the ordinance we can recover those costs from the events unless waived. This proposal, starting in 2023, would recover funds from events previously not charges, and while not 100% off-setting, is higher than in the past

Operations Impacts

What impacts would the proposal have on historically excluded communities?

None to minimal; we are proposing increasing the application fee, but should be minimal impact for majority of events. Demonstration, or 1st Amendment, events would still be capped at \$500 for max cost recovery.

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

N/A

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

We will continue to analyze cost of events compared to their cost recovery to determine if the flat fee charged is still consistent with intent.

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

N/A

ORDINANCE NO. C-_____

An ordinance relating to special events; amending Chapter 10.39 of the Spokane Municipal Code; SMC sections 4.04.020, 10.39.010, 10.39.020, 10.39.030, 10.39.040, 10.39.050 10.39.055, 10.39.070, 10.39.090, and 17G.050.070.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 10.39 SMC is amended to read as follows:

Chapter 10.39 Special Events (~~(--Parades--Demonstrations)~~)

Section 2. That SMC 10.39.010 is amended to read as follows:

10.39.010 Definitions

- A. "Applicant" is the person (~~((representing the entity, group or association who has the authority from the same to apply for the special event permit.))~~) applying for the special event permit on their own behalf or on behalf of a group.
- B. "Assembly" is a public gathering or group of people organized for the purpose of advocating causes, public celebration, expressing ideas or conveying a message to the public or public display.
- C. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).
- ~~((C-))~~ D. "Commercial special event" means any special event organized and conducted by any person or group that does not qualify as a tax-exempt nonprofit organization.
- ~~((D-))~~ E. "Demonstration" is a public gathering for the purpose of a public display or the redress of grievances.
- ~~((E-))~~ F. "Expressive activity" includes conduct, the sole or principal object of which is the expression, dissemination, or communication by verbal, visual, literary or auditory means of opinions, views or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.

~~((1. For purposes of this chapter, expressive activity does not include sport events, fundraising events or events the principal purpose of which is entertainment.))~~

~~((F.))~~ G. “Float” is any decorated parade entry.

H. “Issuing Authority” means the person who issues the special event permit. For all events held on public property, the issuing authority is the chief of police or his or her designee.

I. “Legacy Event” is a large-scale event with the following attributes:

- a. provides a long-term commitment to the City with an event that draws large numbers of visitors to the city on a recurring basis;
- b. brings a significant and sustained economic benefit to the City of Spokane, as independently-verified through increased revenues to the City,
- c. brings improved infrastructure and increases amenities to the areas surrounding the event.

A determination of what qualifies as a “legacy event” is made by the issuing authority.

~~((G.))~~ J. “Noncommercial special event” means:

1. ~~((any special))~~ special event organized and conducted by a group that qualifies as a tax-exempt nonprofit organization, or
2. ~~((a special))~~ special event whose principal purpose is expressive activity and does not involve fundraising.

~~((H.))~~ K. “Outdoor concert” is any organized event for the primary purpose of presenting live or recorded music or other amplified sounds for entertainment.

~~((I.))~~ L. “Parade” is any organized group marching or in procession, whether on foot, animal or vehicle.

~~((J.))~~ M. Special event” is a preplanned activity sponsored by groups or organizations that (1) involves the use of public property or facilities, (2) impacts public and/or private property, and (3) may require the provision of public safety services. Special events include parades, demonstrations, entertainment, celebrations, amusement, cultural recognition, amateur sports demonstrations, competitive events, assemblies and outdoor concerts.

~~((J. Special event" is a preplanned activity (including a parade or demonstration) sponsored by groups or organizations that involves the use of or has an impact on public property or facilities and the provision of City public safety services in response thereto.))~~

~~((1. A special event also has to be held on public property for the purpose of entertainment, celebration, amusement, cultural recognition, amateur sports demonstrations, competition or similar activity and demonstrations, assemblies and outdoor concerts and the principal purpose of which is not expressive activity.))~~

~~((K.))~~ N. "Tax-exempt nonprofit organization" means an organization that is exempted from payment of income taxes by federal or state law and has been in existence for a minimum of six months preceding the date of application for a special permit.

~~((L. "Beer garden" is a completely fenced off area within the public right of way with a maximum occupancy of 50 people where only beer and wine are served (no spirits).))~~

Section 3. That SMC 10.39.020 is amended to read as follows:

10.39.020 Special Event Permit Approval Required

A. No person or group may sponsor, promote or conduct a special event ~~within the City that involves the use of or impacts public property or a city park~~ without a permit under this chapter. ~~((, in case the special event is on park property, without a permit under chapter 12.06 SMC.))~~

1. As provided in SMC 12.06A.040, permits for special events held in city parks are subject to the provisions of this chapter.
2. Permits for special events are issued by the Chief of Police or his or her designee, who is the issuing authority.
3. Persons or groups applying for a special event permit must submit an operational plan that addresses clean-up after the event, and shall reimburse the City for any costs associated with clean-up of the event.
4. Applicants shall commit to compliance with all laws, including rules and procedures set forth by the Parks Department for events in city parks.

~~((B. The permit under this chapter is in the nature of class III licenses as provided in chapter 4.04 SMC issued by the chief of police and/or fire chief.))~~

Section 4. That SMC 10.39.030 is amended to read as follows:

10.39.030 Application Process

A. Time for Filing.

1. The application for special event permit shall be filed ~~((with the City license officer not less than thirty calendar days before the time when it is proposed to conduct the special event))~~ proposed special event.
- ~~((2.))~~ ~~((If the special event is solely an expressive activity event, as defined by this chapter, then such application shall be filed with the City license officer not less than seven calendar days before the expressive activity event.))~~
- ~~((3.))~~ 2. ~~((Upon good cause shown and provided that no risk or burden to the City ensues, the chief of police has discretion to allow a later filing of the application.))~~ The issuing authority, upon finding that there is good cause and no burden to the City, may approve an application filed fewer than thirty days before the proposed event.

B. Contents of Application.

The applicant must file the application in writing on a form supplied by the City to the license officer, setting forth:

1. the name, telephone number and address of the applicant or the principals of the applicant;
2. the date and time of the event;
3. the probable number of participants;
4. the place or route of the event, including a map and written narrative of the proposed route;
5. a description of all public ways proposed to be blocked;
6. a description of the measures to be taken to protect participants and the general public from injury, including traffic control and crowd control, emergency medical services, fire and life safety services and emergency communication systems;
7. a description of the measures to be taken to ensure cleanup of any litter or damage resulting from the event;
8. the number and location of portable sanitation facilities;

9. a certification that the applicant will be financially responsible for any City fees or costs that may be imposed for the special event;
 10. a copy of the tax exemption letter issued for any applicant claiming to be a tax-exempt nonprofit organization;
 11. a description of the types and number of vehicles to be used in the special event;
 12. insurance and surety bond information;
 13. any other additional information required by special event regulations.
- C. The date of the special event shall not be confirmed until the special event permit is issued.
- D. The application for a special event permit is deemed complete when the applicant has provided to the City issuing authority all of the information required by this chapter.

Section 5. That SMC 10.39.040 is amended to read as follows:

10.39.040 Conditions Affecting the Special Event Permit Process

- A. ~~((The license officer may impose reasonable))~~ Reasonable and necessary conditions ~~provided by this chapter on~~ may be imposed with the issuance of the permit.
- B. Conditions imposed will ensure that the special event does not:
1. substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of the proposed route;
 2. cause an unreasonable conflict with construction or development in the public right-of-way or at a public facility;
 3. require the diversion of police and fire personnel and equipment from their normal duties without provisions for such;
 4. interfere with the movement of police, fire, ambulance and other emergency vehicles on the streets; and
 5. interfere with any other special event for which a permit has already been granted.

- C. The use of a float requires a permit from the fire department and is subject to conditions set forth in the fire code.
- D. The use of beer gardens on public right of way is acceptable if following conditions have been met (this condition does not apply to beer gardens in City parks and/or private property requiring a special event permit)
 - 1. A permit is required from the Washington Liquor Cannabis Board.
 - 2. Beer garden must close by 10 PM.
 - 3. Liquor Endorsement must be included on insurance coverage.
 - 4. Beer garden area must be clearly designated with a minimum of 4 foot high fencing surrounding the area; fencing, tables, chairs, etc. must be able to be removed quickly to allow passing of emergency vehicles.
 - 5. Clearly designated entrance/exit points.
 - 6. Two uniformed security guards must be posted at every entrance/exit point unless deemed unnecessary.
 - 7. No outside alcohol may be brought into beer garden and no alcohol may be removed.
 - 8. Wrist bands or other clearly visible identification system must be used to designate who is eligible to enter the beer garden area; no person under 21 will be allowed into the garden area.
 - 9. Only one beer garden allowed per event.

Section 6. That SMC 10.39.050 is amended to read as follows:

10.39.050 Denial of Permit – Revocation of Permit

- A. Denial. An application for special event permit will be denied if the applicant does not conform to the terms and conditions of this chapter. Denial of the special event permit shall be made in writing as soon as reasonably practicable.
- ~~((B.)) ((Denial of the special event permit shall be made by the chief of police or his designee in writing as soon as reasonably practicable.))~~
- B. ~~((Revocation.))~~
Revocation. The ~~((license officer))~~ issuing authority may revoke a special event permit and require the participants and spectators to disperse whenever the

permittee is failing to satisfy the conditions or obligations under the permit or whenever the special event becomes an imminent danger to public safety or there is present a danger of substantial public disturbance or disorder.

Section 7. That SMC 10.39.055 is amended to read as follows:

10.39.055 Violation

- A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the issuing authority (~~City of Spokane Police or Fire Department~~), they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.

Section 8. That SMC 10.39.070 is amended to read as follows:

10.39.070 Appeal of Denial or Revocation (~~of Special Event Permit~~)

~~((A denial of a special events permit may be appealed pursuant to SMC 4.04.100.))~~

- A. A person or group aggrieved by the denial or revocation of a special event permit may appeal that decision to the City's Hearing Examiner by filing a written appeal stating the grounds for appeal.
- B. The appeal must be filed with the City Clerk no later than fourteen calendar days following the denial or revocation, and a copy of the appeal must be served on the issuing authority.
- C. Upon filing of the appeal, the City Clerk shall forward the appeal to the City's Hearing Examiner pursuant to SMC 17G.050.070.
- D. Upon receiving an administrative appeal, the hearing examiner's office shall schedule a hearing on the appeal with the appropriate parties within thirty days of the date of the appeal unless the parties agree to extend the appeal date past thirty days.
- E. The appeal shall be conducted in accordance with the procedures set forth in SMC 17G.050.320.

Section 9. That SMC 10.39.090 is amended to read as follows:

10.39.090 Cost Recovery for Special Events

- A. Except when waived by the mayor or by city council resolution for any special event, the ~~((licensing officer))~~ issuing authority shall charge:
1. an administrative processing fee ~~((of fifty dollars))~~ per event paid at the time of application in the amount of:
 - a. \$50 for Small Event (0-50 attendees),
 - b. \$100 for Medium Event (51-1000 attendees), and
 - c. \$250 for Large Event (1001-10,000 attendees), and
 - d. \$500 for Extra Large Event (10,001 or more attendees).
 2. the cost of ~~the police officers and other~~ City personnel involved in traffic or crowd control, fire department response, facility or street support, clean up and repair, and the cost of City equipment and any other non-personnel expense involved in the special event as follows: ((-))
 - a. The following legacy events will be charged a flat fee as assessed in following table:

<u>Event</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025 and beyond</u>
<u>Bloomsday</u>	<u>\$0</u>	<u>\$12,000</u>	<u>\$24,000</u>	<u>\$48,000</u>
<u>Hillyard Hi-Jinx Parade</u>	<u>\$0</u>	<u>\$200</u>	<u>\$400</u>	<u>\$800</u>
<u>Hoopfest</u>	<u>\$0</u>	<u>\$22,500</u>	<u>\$45,000</u>	<u>\$90,000</u>
<u>Junior Lilac Parade</u>	<u>\$0</u>	<u>\$875</u>	<u>\$1,750</u>	<u>\$3,500</u>
<u>Lilac Parade</u>	<u>\$0</u>	<u>\$5,000</u>	<u>\$10,000</u>	<u>\$20,000</u>
<u>Pig Out in the Park</u>	<u>\$0</u>	<u>\$4,125</u>	<u>\$8,250</u>	<u>\$16,500</u>
<u>St. Patrick's Day Parade</u>	<u>\$0</u>	<u>\$1,375</u>	<u>\$2,750</u>	<u>\$5,500</u>
 - b. 75% of personnel costs for all other events
 3. any park reservation fees associated with a special event.
- B. The fees and costs shall be estimated in writing by the ~~((licensing officer))~~ issuing authority and given to the applicant prior to the issuance of the special event permit.
- C. The fees and costs shall be paid by the applicant to the City within thirty days from the receipt of the bill for such costs and fees.
- D. When a special event permit is sought for an expressive activity involving a demonstration, rally or march, as defined by this chapter, and the special event will not require temporary street closures, cost recovery shall be limited to the administrative processing fee.

- E. When a special event permit is sought for an expressive activity requiring street closure or other City services, personnel and equipment, the special event permit may be conditioned upon payment of estimated costs incurred by the City to a maximum amount of five hundred dollars.
 - 1. In no way will an indigent applicant's First Amendment rights be impaired in any fashion.
 - 2. The terms and conditions of a permit shall not infringe upon the rights of petition, assembly or free expression protected by the First Amendment of the U.S. Constitution and/or Article 1, Section 3, 4 and 5 of the Washington State Constitution.

Section 10. That SMC 4.04.020 is amended to read as follows:

4.04.020 Activities Requiring Registrations and Licenses

- A. A person, including principals and agents, needs a current and valid license issued under this chapter to begin or to continue, directly or indirectly, any activity provided for in Division II of Title 10 SMC, whether as a commercial business or for nonprofit or charitable purposes.
- B. Persons pursuing ordinary vocations and businesses on private property by private means need a class I license and registration, for such activities as:
 - 1. peddling merchandise, and
 - 2. solicitation of money or things of value.
- C. Persons conducting activities which have a potential to cause social or economic evil, or useful occupations which may under certain circumstances become a public or private nuisance offensive or dangerous to health, safety, morals, or good order, need a class II license for such activities as:
 - 1. maintaining places and devices of amusement, including teen clubs, cabarets, and entertainment facilities;
 - 2. keeping of animals;
 - 3. building relocation;
 - 4. certain contracting;
 - 5. commercial use and sale of fireworks;

6. private or special police;
 7. dealing in used goods;
 8. operating for-hire vehicles
- D. Persons claiming a private right in or making extraordinary use of public property need a class III license for such activities as:
1. moving buildings;
 2. operating cable television;
 3. certain contracting;
 4. collecting garbage or commercial recyclables (SMC 13.02.0204);
 5. distributing natural gas;
 6. maintaining mechanical newspaper vendors;
 - ~~((7. parades, special events, and demonstrations;))~~
 - ~~((8.))~~ 7. operating telephone and telegraph equipment;
 - ~~((9.))~~ 8. operating sidewalk cafes; and
 - ~~((10.))~~ 9. doing commercial tree work.

Section 11. That SMC 17G.050.070 is amended to read as follows:

17G.050.070 Jurisdiction

- A. The office of hearing examiner exercises all quasi-judicial powers and functions authorized by the city council.
- B. Specifically, the hearing examiner conducts public hearings and renders decisions on:
 1. Type III project permit applications including plats, planned unit developments, variances, certificates of compliance, rezones and conditional use permits;
 2. appeals from decisions of the director of planning services, engineering services, the building official and the responsible official under SEPA under the land use codes;

3. appeals from decisions of the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230;
 4. decisions appealed from the animal control agency on dangerous dog determinations. In addition, the hearing examiner is authorized to promulgate rules and procedures necessary to conduct the appeal hearings pursuant to SMC 10.03.020;
 5. appeals from the community advisory board and SMC 10.23A.070;
 6. appeals from the denial or revocation of special event permits issued pursuant to Chapter 10.39 SMC.
- ((6-)) 7. decisions and interpretations of the fire official relating to the fire code;
- ((7-)) 8. such other matters as the council may from time to time refer.

The hearing examiner may refer any matter pending before him or her to the plan commission whenever there is involved a major question of policy.

- C. The hearing examiner has such other powers as are necessary to carry out the intent of this chapter, including to conduct pre-hearing conferences, to require the submittal of information, to schedule and continue hearings, to rule on all evidentiary, procedural and other matters, and to prescribe regulations and rules of procedure for the conduct of hearings and other proceedings authorized by this chapter, subject to the approval of the city council.
- D. The hearing examiner may include in a decision any conditions of approval that are necessary to insure that the proposal complies with all applicable zoning code criteria and comprehensive plan policies and does not adversely affect surrounding property or the area.
- E. The hearing examiner may revoke an approved permit for failure to comply with any such conditions, upon application by City officials or individuals with standing under [chapter 17G.060 SMC](#).

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective

Committee Agenda Sheet

Urban Experience

Submitting Department	Parking Services
Contact Name & Phone	Jesten Ray, 625-6819
Contact Email	jray@spokanecity.org
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>10 minutes</u>
Agenda Item Name	Parking Study Implementation – Parking System Updates
Summary (Background)	<p>The City of Spokane completed the Downtown Parking Study in 2019 which was a set of 20 recommendations. The purpose of the study was to provide the City of Spokane with a comprehensive six-year plan and package of recommendations designed to facilitate growth and activity downtown, while making parking more convenient and user-friendly for residents, businesses, employees, and visitors.</p> <p>In order to accomplish many of the goals and objectives in the study, there were some key foundational items that needed to be in place first.</p> <p>Parking has provided parking study updates at council workshops and committee meetings since completion of the 2019 study. This implementation update will cover parking system updates since fall of 2021 as well as changes that are coming in the next few months.</p>
Proposed Council Action & Date:	N/A
Fiscal Impact: Total Cost: N/A Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The City strives to offer a consistent level of service to everyone and to make parking easy, convenient, and accessible. These updates support the operations of Parking Services.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Parking does not collect data on race, ethnicity, gender, income level, disability, sexual orientation or other existing disparities.	

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

Parking Services follows the City's established procurement regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

These updates align with recommendations from the 2019 Downtown Parking Study.

Committee Agenda Sheet

URBAN EXPERIENCE COMMITTEE

Submitting Department	Planning and Economic Development Services
Contact Name & Phone	Dean Gunderson - 509-625-6082
Contact Email	dgunderson@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	New Design Guidelines
Summary (Background)	<p>Design Guidelines are used by the Design Review Board to “Ensure that projects subject to design review under the Spokane Municipal Code are consistent with <i>adopted design guidelines</i> and help implement the City's comprehensive plan” (from the Board’s mission statement, SMC 04.13.015). However, only two of the multiple project types requiring design review have adopted design guidelines. This project establishes the missing design guidelines for all such project types, these are:</p> <ul style="list-style-type: none"> Public Projects and Structures Skywalks over Public Rights-of-Way City-Wide (or Base) Guidelines <p>Additionally, this project proposes amendments to the Spokane Municipal Code to provide clarity and transparency to the design review process.</p> <p>The Plan Commission workshop on March 9, 2022 included public input to date and the draft of the guideline booklets and code revisions. The design guideline and code amendment priorities are to:</p> <ul style="list-style-type: none"> Add surety to the design review process Streamline the process for applicants, the public, and staff Provide adequate type-specific guidance for the Design Review Board
Proposed Council Action & Date:	This item is anticipated to be before council in late April/early May 2022.
<p>Fiscal Impact: None</p> <p>Total Cost:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

- *What are the outcomes the proposal seeks to achieve? How will the proposal seek to achieve outcomes that advance racial and social equity in the community?*

This project will advance social equity by improving aspects of the public realm such as enhanced pedestrian walkways, bike paths, open space, and encouraging connections in the pedestrian network. Further, the public realm improvements will work to ensure these pedestrian spaces are pleasant.

- *Are there impacts on specific geographic areas? What are the racial and socioeconomic demographics of those living in the area or impacted by the proposal?*

The Public Projects and Structures and Citywide design guidelines would apply to projects located anywhere in Spokane. The Skywalk design guidelines apply to skywalk structures located within public rights-of-way.

- *What benefits may result?*

Currently, only design review projects in the downtown and those mini-storage facilities adjacent to residentially zoned properties have design guidelines. By providing design guidelines for all development projects that qualify for design review, such developments can be equitably evaluated to ensure consistently high-quality improvements to the public realm.

- *What are potential unintended consequences?*

The risk of unintended consequences is minimal, as the new design guidelines and proposed code amendments are reflective of the community's expressed desires.

- *How have/will community members and stakeholders be involved? How will you partner with stakeholders for long-term positive change?*

Every measure has been taken throughout the process to ensure all city departments, stakeholders, and the public have had a chance to review the design guidelines and provide feedback and suggestions for improvement. As the design guidelines are principally a tool utilized by the city's Design Review Board, they are the principal stakeholders for this effort. As development projects often have design consultants serving as leads during design review, special effort was made to include the local representatives of the design professions during the crafting of the design guidelines (American Institute of Architects, American Society of Landscape Architect, and the American Planning Association).

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

Currently, the design review process for Public Projects and Structures, Skywalks, and all projects outside the downtown (or mini-storage facilities adjacent to residences) have no design guidelines – which leaves the design review recommendations for these project types open to allegations of being arbitrary and capricious in nature. This project rectifies this inequity. Further, during the first phase of this project the consultant conducted a “state of the practice” for design review in three cities (Seattle, Portland, and Boise). The findings of this investigation were used to assess the existing conditions of Spokane's design review and implement program improvements where needed. The design review program is constantly reviewed to ensure that it is fair and equitable.

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

Questions to consider:

- *Are there reporting requirements?*

A detailed staff report is written for every design review project's meeting, in which the project is evaluated against all applicable design criteria (plan policies, design guidelines, and design standards).

- *How will you evaluate and report on outcomes? Are there performance metrics that can be used to track progress or outcomes over time?*

For design review recommendations that are included in development projects (either by the applicant or added as conditions of permit approval), the public realm improvements should be self-evident.

- *Will there be an implementation strategy/plan/matrix? Monitoring program?*

The new design guidelines *are* the evaluation strategy, as they are the principle tool utilized during design review. Monitoring will be on-going to ensure that the thresholds for design review are appropriate to ensure adequate public realm improvements.

- *If impacts are not aligned with desired community outcomes, how will you re-align your work?*

As the design guidelines are a direct reflection of the community's expectations for the public realm, any necessary re-alignment will occur through regular design guideline updates.

- *How will you retain stakeholder participation and ensure internal and public accountability?*

During the design review process itself, every Design Review Board meeting is public and subject to the Open Meetings Act and Public Records Act. Every standard design review set of documents (applicant's submittal, staff report, submitted public comments, etc.) are part of the public record. The Neighborhood Councils of every project subjected to a standard design review located within that neighborhood are included in the public meeting notices and afforded opportunities to provide comment. Further, the Community Assembly has a liaison that serves on the Design Review Board as a full voting member.

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

The proposal is aligned with many City policies to ensure that projects subject to design review are evaluated with a consistent emphasis on public realm improvements. Current design criteria include all the built-environment policies contained in the Comprehensive Plan, applicable Subarea Plans & Neighborhood Plans, and all applicable design standards found in the Unified Development Code. Each of the proposed design guideline sets have multiple sustainability policies (for buildings/structures and site improvements).

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Shauna Harshman, 509.828.0185
Contact Email	sharshman@spokanecity.org
Council Sponsor(s)	Zack Zappone, Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 minutes</u>
Agenda Item Name	Resolution to approve modification to TBD projects and funding for 2022
Summary (Background)	<p>The Transportation Benefit District (TBD), created in 2010 established a \$20 annual vehicle fee to help pay for the preservation and maintenance of the City's existing transportation improvements, facilities, and programs set forth in the Six-Year Pavement Maintenance Program of the City's Comprehensive Street Program. Spokane's TBD also allocates a small portion of revenue generated, a minimum of ten percent, to implement the pedestrian program of the City's comprehensive Street Program, the Pedestrian Master Plan. The Citizen's Transportation Advisory Board (CTAB) was created in 2010 by Ordinance C-34648 to review and make recommendations for projects under consideration for TBD funding. Each year the CTAB reviews and brings forward a two-year Residential Street Maintenance Plan to better maintain the city's street system for all users.</p>
Proposed Council Action & Date:	After committee briefing will file for Council approval on April 25 th .
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Traffic Calming fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Any project constructed in a historically excluded community will increase connectivity, safety, and access to transportation options.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? At this time that information is not collected, but could be built into future process.	

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

At this time where pre and post data is available on pavement condition and will be used to measure effectiveness.

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

The Transportation Benefit District (TBD) created by Ordinance C34648, codified in Chapter 8.16 of the Spokane Municipal Code.

2022 Residential Project List

Chip = \$18
G&O = \$65

Proposed NorthEast Project List - District 1			New Estimate
Project Name	Work Type	Matrix	2022
Napa St from Empire to Rich Et Al	Chip	4.5	\$485,128
Augusta Ruby to Astor	Grind	8.7	\$589,333
Total Cost =			\$1,074,461

Proposed South Project List - District 2			
Project Name	Work Type	Matrix	2022
42nd Et Al *Note: Prep work done by Street Maint.	Chip	5.4	\$743,498
* Cedar St 4th to Sprague	Grind	9.2	\$845,693
*Project has some prep work already performed			Total Cost = \$1,589,191

Proposed NorthWest Project List = District 3			
Project Name	Work Type	Matrix	2022
* Bismark Et Al	Grind	7.7	\$1,234,206
*Project has some prep work already performed			Total Cost = \$1,234,206

Work Type		2022
Total Residential Chip Seal & Grind Projects		\$3,897,858
Residential Crack Seal - Misc Areas	Crack	\$400,000
Micro Overlay Pilot Program	Micro Overlay	
Infill Sidewalk Program	Sidewalk	\$550,000
Pave Unpaved Roadway Program	Unpaved	\$700,000
New Sidewalk Program	Sidewalk	\$600,000
Total Program Cost		\$6,147,858
TBD Funds		\$3,200,000
Street Maintenance		\$2,000,000
Rollover from last year		\$1,052,896
TOTAL Funds Available		\$6,252,896
Rollover to next year		\$105,038

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	City Council
Contact Name & Phone	Shauna Harshman, 509.828.0185
Contact Email	sharshman@spokanecity.org
Council Sponsor(s)	Karen Stratton, Zack Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5-10 minutes</u>
Agenda Item Name	Approval of cycle 10 Traffic Calming applications
Summary (Background)	<p>This resolution lists the Cycle 10 (2020) traffic calming projects that have been preliminarily approved by the Council Traffic Calming Subcommittee for design, engineering and construction using funding from the combined school radar and red light traffic cameras.</p>
Proposed Council Action & Date:	After committee briefing will file for Council approval on April 25 th .
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Traffic Calming fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Any project constructed in a historically excluded community will increase connectivity, safety, and access to transportation options.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? At this time that information is not collected, but could be built into future process.	

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

At this time where pre and post data is available on speeding or traffic volume they can be compared to measure effectiveness. Future process will include pre and post data collection to ensure solutions are effective.

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

Traffic Calming projects align with Chapter Four, Transportation, of the Comprehensive Plan. These projects also align with the bicycle and pedestrian master plans and neighborhood plans calling for greater safety and connectivity.

RESOLUTION NO. 2022-_____

A resolution regarding the approval of Cycle 10 applications and projects to be paid through the Traffic Calming Measures Fund.

WHEREAS, the City Council has adopted Resolution No. 2014-0032 and 2010-0001 regarding the allocation of funds generated from automated traffic safety cameras; and

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

WHEREAS, neighborhoods have worked with city staff and City Council to finalize a list from Cycle 10 (2020) applications submitted to the City of Spokane; and

NOW, THEREFORE, BE IT RESOLVED that the list of approved traffic calming projects and funding for Cycle 10 (2020) are as follows:

District 1

- Bemis: RRFB on both sides of intersection of East Empire-Garland Ave and North Cook Street. \$294,993
- Chief Garry Park: Bump outs along Boone Avenue at Stone and Cook. \$368,347
- Logan: Sidewalk, enhanced crossings with luminaries and 20 when flashing units on Perry. \$464,430
- Whitman: Sidewalk on both sides of Pittsburg from Rowan to Central. \$722,967
- Minnehaha: Stop signs at Freya and Upriver with marked crosswalk on east leg. \$26,292
- Logan and Bemis: Illinois Avenue plazas adjacent to new trail. \$300,000
 - **District 1 total: \$2,177,029**

District 2

- East Central: RRFB and luminaries on south side of Altamont at 5th. \$132,527
- East Central: Curb bump outs at 5th/Haven and 5th/Fiske and installation of luminaries. \$372,416
- Grandview Thorpe: 17th/D Street curb bumpouts and one section of missing sidewalk. \$301,625
- Lincoln Heights: 29th at Rosauers RRFB at crosswalk with luminaries and tree trimming. \$159,340
- Lincoln Heights: Set aside funding for study of Altamont Street in the next four year project cycle. \$50,000

- Manito Cannon Hill: 29th/Manito RRFB, luminaries and tree pruning. \$147,145
- Comstock: Sidewalk on east side of Bernard, 37th to High Drive with crosswalk and bumpouts on north leg of 37th/Bernard. \$452,563
- West Hills: Restripe Government Way from four lanes to three between Greenwood and Riverside. \$309,682
- Peaceful Valley: Short bus bumpout on Main and Cedar. \$58,571
- Southgate: Curb line improvements at Thurston/Pittsburg. \$189,427
- Rockwood: Set aside funding for Greenway alignment on 18th Street study in the next four year project cycle of. \$50,000

○ **District 2 total: \$2,223,296**

District 3

- Audubon/Downriver: Crosswalk and luminaries at Lacrosse Ave and Northwest Blvd. \$163,088
- North Hill: Sidewalk on north side of Rowan, Monroe to ½ block east of Post Street. \$256,327
- North Indian Trail: Installation of sidewalk on north side of Shawnee from Moore to Indian Trail road. \$105,000
- North Indian Trail: Set aside funding for study in next four year project cycle of safety improvements along Indian Trail Road. \$100,000
- Five Mile Prairie: Restripe of Strong Road east of Cannon Street to Palm Place, a pedestrian island at Cannon Street with luminaries. \$116,994
- Audubon/Downriver: RRFB at Alberta/Longfellow. \$446,699

○ **District 3 total: \$1,188,108**

Citywide

- Mobile Speed Radar Program: Shifting logistics of unit placement from ONS to COPS. \$ 2,150
- Residential Street Murals: Fund Spokane Arts to administer a pilot program for three years and paint up to two street murals per neighborhood in the three year pilot program. \$672,750

○ **Citywide total: \$674,900**

Total Cost for all recommended projects to be charged to the Traffic Calming Measure Fund: \$6,263,333.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	NHHS/CHHS
Contact Name & Phone	Eric Finch and Jenn Cerecedes
Contact Email	efinch@spokanecity.org and jcerecedes@spokanecity.org
Council Sponsor(s)	CM
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	Interim Zoning Ordinance re Indoor Emergency Shelter in HI Zone
Summary (Background)	<p>An interim zoning ordinance concerning the siting of indoor emergency shelters; amending SMC 17C.130.100 and SMC 17C.130.110 on an interim basis; setting a public hearing; establishing a work program; and declaring an emergency. City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function. Indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones. City Council finds that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones. City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an emergency allowing this ordinance to become effective immediately upon adoption. City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until September 12, 2022 unless extended or cancelled at the public hearing described in Section 4 of this Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.</p>
Proposed Council Action & Date:	Approve interim zoning ordinance change April 11 th , 2022
Fiscal Impact: Total Cost: <u>0 – no costs or revenue impacts seen</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: N/A Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

No impacts seen.

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

There is no effects seen.

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

Ongoing monitoring related to the interim zoning use is on a case-by-case basis and will be reported as required.

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

This interim zoning ordinance is to facilitate the use of certain industrial zoned areas for other uses to meet emergency shelter and environmental shelter needs as defined in SMC 18.05.020.

Committee Agenda Sheet

Urban Experience

Submitting Department	NHHS/CHHS
Contact Name & Phone	Eric Finch and Jenn Cerecedes
Contact Email	efinch@spokanecity.org and jcerecedes@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15
Agenda Item Name	Shelter Provider RFP
Summary (Background)	<p>The CHHS department released an RFP for a new Shelter Operator. The intent of the RFP was to solicit applications from qualified organizations to operate a regional flex capacity shelter, which will include activations per the criteria set out in the Spokane Municipal Code (SMC) 18.05.020 with the capability to accommodate day-use, service connection, and overnight needs arising from seasonal weather and emergent environmental needs in accordance with the Center for Disease Control and Spokane Regional Health District guidelines.</p> <p>The RFP will close on April 1st and we expect to have a provider recommendation from the CoC by April 7th. We would like to present this recommendation at the Urban Experience Committee on April 11th and request a rules suspension to allow this agenda item to go to council for approval on April 11th. The reason for the rules suspension is to facilitate the stand up of this new shelter facility by April 18th</p>
Proposed Council Action & Date:	Approve RFP for Shelter Provider April 11 th , 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

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

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

Committee Agenda Sheet

Urban Experience

Submitting Department	Public Works/Solid Waste Collection & Disposal
Contact Name & Phone	Chris Averyt/509.625.6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A
Agenda Item Name	Value Blanket Contract with Wastequip Manufacturing Company, LLC
Summary (Background)	<p>The Solid Waste Collection & Disposal Departments own an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as “dumpsters”) that need to be replaced when they are no longer repairable. Solid Waste Collection provides dumpsters to commercial customers in addition to renting them out on a temporary basis to contractors and homeowners. Solid Waste Disposal utilizes their dumpsters onsite at the Waste to Energy Facility. Purchase of new metal dumpsters allows adequate inventory for replacement, size changes and new account growth.</p> <p>Bid # ITB 5596-22 was issued and only one response was received from a different vendor. The pricing on the bid response was significantly higher and the vendor noted that pricing would only be honored for twenty-four hours due to the volatility of the steel market. This value blanket contract with Wastequip will allow the Solid Waste Departments to purchase dumpsters through Sourcewell’s Cooperative Purchasing Contract # 040621-WQI, which was awarded to Wastequip in June 2021. To date, Wastequip’s current pricing for this contract has remained unchanged since August 2021. After looking at options, this contract was the most favorable to the City.</p> <p>The Sourcewell Contract expires June 2, 2025, with an option to be extended for up to one (1) year. We are requesting that the City contract align with these dates.</p>
Proposed Council Action & Date:	Consent Approval on 04/25/2022
Fiscal Impact: Total Cost: <u>\$550,000 estimated annually; purchased as needed.</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Solid Waste Collection’s Operating Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.): Solid Waste Collection & Disposal generate revenue through refuse/recycling services and disposal rates.	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

Expenses are tracked through FMS. This is a value blanket contract with purchases made as needed throughout the year based on account growth trends, onsite dumpster inventory counts, the age of existing inventory and whether that inventory can be refurbished vs. replaced. Dumpsters have an average estimated life span of ten (10) years due to usage, materials collected, inclement weather, and other environmental factors. Dumpsters are tracked by their assigned inventory number and records are kept on their service.

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

This purchase aligns with SMC 13.02.0200 Universal Service by the City, SMC 1302.0202 Compulsory Service and SMC 13.02.0340 Customers Must Use Only Approved Containers. These ordinances require that occupied properties within the city limits accept and pay for solid waste removal provided universally by the city. The city provides its customers dumpsters that are compatible with collection trucks.

This purchase also aligns with the City's Comprehensive Plan CFU 5.5 WASTE REDUCTION AND RECYCLING by purchasing dumpsters which can be refurbished to extend their useful life before replacement is necessary.

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Morrison Blvd., Suite 300, Charlotte, NC 28211 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation


and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

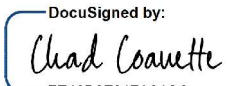
Sourcewell

Wastequip Manufacturing Company LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:57 PM CDT

DocuSigned by:

By: C78BB77820D1461...
John Defenbaugh
Title: President-Commercial
Date: 6/2/2021 | 2:32 PM EDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 6/2/2021 | 1:39 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name:	Wastequip Manufacturing Company LLC
Does your company conduct business under any other name? If yes, please state:	Wastequip LLC
Address:	841 Meacham Road Bid Location Statesville, NC 28677
Contact:	Marya Jenkins
Email:	mjenkins@wastequip.com
Phone:	800-424-0422 09587
Fax:	800-424-0422
HST#:	223191624

Submission Details

Created On:	Thursday February 18, 2021 14:24:47
Submitted On:	Tuesday April 06, 2021 11:17:52
Submitted By:	Marya Jenkins
Email:	mjenkins@wastequip.com
Transaction #:	7520c546-beb0-4e2b-9423-af6d89d3f024
Submitter's IP Address:	65.158.142.90

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Wastequip LLC	*
2	Proposer Address:	6525 Morrison Blvd, Ste 300 Charlotte, NC 28211	*
3	Proposer website address:	www.wastequip.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Defenbaugh, President, Commercial 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211 JDefenbaugh@wastequip.com 704.366.7140	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marya Jenkins, Bid/Contract Specialist 841 Meacham Road Statesville, NC 28677 MJenkins@wastequip.com 800-242-0422 Ext 09587	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina with manufacturing and service facilities throughout North America, the company has over 2,000 employees across North America.</p> <p>With locations throughout the United States, we serve our customer base on a local level while delivering economies of scale that smaller manufacturers cannot achieve. Since many of our brand companies serve sectors in which it can be difficult and costly to ship products from remote locations, this gives us a distinct advantage over competitors with a smaller footprint.</p> <p>Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision was to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service.</p> <p>Wastequip established an extensive North American manufacturing and service footprint. Over the course of three decades, Wastequip strategically purchased the top companies and best brands — from refuse trucks, to hoists, carts and tarping systems — and united them under the Wastequip name.</p>	*

8	What are your company's expectations in the event of an award?	As a possible incumbent awardee, Wastequip expects to: 1. Continue to increase awareness in the marketplace regarding our Sourcwell contract, our products and services by offering total product purchase solutions using our Sourcwell contract and teaming with other Awarded Sourcwell Vendors. 2. Continue to promote Sourcwell within our existing customer base and expand this offering to newly acquired divisions within Wastequip. 3. Continue to improve upon our dealer networks understanding of Sourcwell and how to utilize our Sourcwell contract to gain the competitive advantage. 4. Continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attachment labeled: 2. RFP 040621 Wastequip Q9 Financial Strength and Stability This attachment includes our 2020 unaudited financials and current bond rating letter.	*
10	What is your US market share for the solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that most of Wastequip's business units enjoy a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
11	What is your Canadian market share for the solutions that you are proposing?	Most of our divisions do a very small amount of business in Canada therefore we do not track our Canadian market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b). Wastequip is best described as a manufacturer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wastequip has all requisite permits and licenses to operate in each local facility and service area. While there are no particular national licenses or certifications required to be held in our industry, Wastequip has implemented QUALITY ASSURANCE PROGRAM built on the same structure as ISO. 1.The purpose of our Kanban implementation is to produce exactly what the customer wants, when the customer wants and in the quantity the customer wants. 2. Our WPS system is a 5 step process for organizing our workplace. This organization establishes a workplace standard/normal condition. It creates a standardized, safe and better working environment. It enables us to work more effectively. It encourages ownership and teamwork and creates visual management tool by enabling quick recognition of abnormalities in order to take actions to return or improve the standard. 2. Wastequip operates facilities that are OSHA compliant. 3. Wastequip products offer full compliance with the following American National Standards Institute (ANSI) Standards to ensure consistent quality: ANSI Z245.30 – 2008 Waste Containers-Safety Requirements and Z245.60-2008 Waste Containers-Compatibility Dimensions ANSI Z245.2-2013 Stationary Compactors and Z245.5-2013 Baling Equipment ANSI Z245.1 Mobile Wastes and Recyclable Materials Collection Wastequip employees from several divisions have or are currently serving on National Waste and Recycling Association committees or subcommittees.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 - Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. 2019 - Wastequip was recognized by Charlotte Magazine as the Best Company to Work For 2019 - Kristin Kinder, Wastequip's VP of Research and Waste Stream Sustainability, was recognized by Waste360 for 40 Under 40. 2019 - Henry Retamal, Wastequip's President of Operations, was recognized by Waste360 for 40 Under 40. 2018 - Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. 2018 - Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year. 2017 - Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year	*
17	What percentage of your sales are to the governmental sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 6% of our total sales were to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 1% of our total sales were to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell: National Co-Operative Contract; \$9.44 M; \$15.2 M; \$13.9 M Houston Galveston Area Council (HGAC): National Co-Operative Contract; \$762K; \$924K; \$1.06 M Texas BuyBoard: National Co-Operative Contract; \$944K; \$1.48 M; \$821K	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Huntsville	Darrel Luker	936-581-6417	*
City of Nacogdoches	Cary Walker	936-559-2582	*
Calcasieu Parish	LJ Wimberly	337-721-3760	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CITY OF ALBUQUERQUE	Government	Arizona - AZ	Provide refuse equipment	Varies	\$1.72M	*
CITY OF MISSION	Government	Texas - TX	Provide refuse equipment	Varies	\$796K	*
CITY OF HARLINGEN	Government	Texas - TX	Provide refuse equipment	Varies	\$708K	*
CITY OF LOGAN	Government	Utah - UT	Provide refuse equipment	Varies	\$525K	*
LOWER VALLEY WATER DISTRICT	Government	Texas - TX	Provide refuse equipment	Varies	\$479K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSM). Our direct Wastequip employed sales network consist of the following:</p> <p>Wastequip Steel Group to include compaction equipment consists of (18) RSM's that cover the continental US, Hawaii, Alaska, and Canada and (8) Customer Services Representatives (CSR)</p> <p>Confab Steel Group consists of (3) RSM's that cover the lower US West Coast and Hawaii and (6) CSR's</p> <p>Galbreath Mobile Group consists of (5) RSM's that cover the continental US and Canada and (3) CSR's</p> <p>Amrep Mobile Hoist Group consists of (5) RSM's that cover the continental US and Canada and (8) CSR's</p> <p>All groups are supported by our Wastequip Bid Team and our Wastequip Call Center Inside Sales Team members. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an acceptable level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff.</p>
24	Dealer network or other distribution methods.	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <p>1. Wastequip/Confab Steel Groups offer approx. fourteen (14) Preferred Dealers who employ sales and service staffs.</p> <p>2. Galbreath Mobile Group touts a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US.</p> <p>3. Amrep Mobile Hoist Group offers a geographically diverse independent third party dealer network consisting of (6) dealers with (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.</p>
25	Service force.	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <p>Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment.</p> <p>Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance.</p> <p>All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements.</p> <p>Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Wastequip prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts as well as multi-location organizations. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. Wastequip's Customer Service Representative (CSR) handle customer needs prior to, during, and after orders are placed with our company. Our goal for standard product order entry is to have customers' orders submitted, entered, and confirmed with ship dates within 48 hours of receiving the Purchase Order. Non-Standard or Special Products go through a similar process that includes engineering, sales drawing submittal for approval, and then from approval on to confirmed ship date.</p> <p>At Wastequip we want all customers to have a great experience with our products – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo:</p> <p>Commitment:</p> <ul style="list-style-type: none"> • We will treat all customers with respect (regardless of size) • We will follow up with customers upon receipt of order to ensure satisfaction • We will resolve any issues quickly <p>Support:</p> <ul style="list-style-type: none"> • We will provide a dedicated Customer Service Representative (CSR) for each participating member • We will respond quickly on quotes (same-day response in most cases) • We will provide an order confirmation (within 48 hours in most cases) • We will call customers with shipping & delivery information and provide early notification should there be any issues with orders 	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	All Wastequip Groups are able to fully serve all 50 states and U.S. Territories	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	All Wastequip Groups are able to fully serve Canadian Provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.</p> <p>Wastequip's Amrep Mobile Hoist Group currently has a stronger presence in the Western Region of the United States. In 2018 an Eastern production facility was opened in Salisbury N.C. to manufacture for the Eastern market. Since 2018 Amrep has been widening its reach and presence in the Central and Eastern U.S.</p> <p>Wastequip's Amrep Group intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited.</p> <p>There are no current contracts nor relationships that limit our ability to serve the aforementioned markets.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No specific contract requirements or restrictions would apply.</p> <p>Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Please see attached 7. RFP 040621 Wastequip Q32 Marketing Plan Samples</p> <p>Within selected media channels, Wastequip will announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Wastequip will advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News.</p> <p>Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate.</p> <p>Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.</p>	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>***CONFIDENTIAL INFORMATION***</p> <p>Facebook: Wastequip utilizes both paid and organic posts to promote partnerships, product release, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary).</p> <p>LinkedIn: This platform allows Wastequip to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration.</p> <p>Wastequip website properties: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip." Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services.</p> <p>Banner ads: Wastequip tracks site visits and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Wastequip uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns.</p> <p>The Wastequip YouTube channel allows interested users (customers, consumers) to actually view a variety of products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products.</p> <p>Wastequip uses Twitter to share more news oriented content or retweet relevant waste industry news content.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Wastequip believes the Sourcewell role in promoting the contract is similar to Wastequip's. Based on the success we have enjoyed with Sourcewell for the past 11 years we believe we have a good understanding of and appreciation for Sourcewells' promotion of our contract to its member agencies. Wastequip will continue to share the responsibilities.</p> <p>1. Networking - In light of the current COVID pandemic and networking opportunity limitations, Wastequip and Sourcewell should share and exchange information in order to help each organization to promote the contract. Our organizations can share newsletters, participate in e-mail networks, or meet at seminars and conferences once open to the public events occur.</p> <p>2. Multisector Collaborator - Sourcewell and Wastequip should continue to work together to look for ways to expand product offerings based on Sourcewell Member needs, if those needs were not initially included into the RFP. Sourcewell and Wastequip should work together to offer more in depth dealer/distributor network training.</p> <p>By sharing the above listed responsibilities Wastequip's aim is to strengthen the relationship between our Regional Sales Managers with the Sourcewell professional staff. We also look forward to more pro-active marketing of this contract through our Wastequip Marketing team using electronic media, shows and meetings.</p> <p>The Wastequip Bid Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in bid/contract packages as deemed necessary. This will extend the reach of Sourcewell into markets that Sourcewell currently may not serve and aide in bringing awareness to those markets.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, due to the special requirements of the products Wastequip manufactures, our products are not currently available for e-procurement to municipal/government entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Wastequip Steel Group offers specific Sales and Compaction Technical training consisting of the following:</p> <ol style="list-style-type: none"> 1. Compaction Sales Training: Training is provided at no charge and consists of basic overview of compaction operation and usage. Nine classroom training modules cover fundamentals, process, applications, waste flow analysis, equipment types, feeding recommendations, electrical requirements, location analysis, site surveys, and available equipment options. Sales Training can be geared for 1 day or broken into smaller multiple sessions. 2. Compaction Technical Training: Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is \$350 per student and each attendee receives a service training manual, training competitions certificate and an electric volt meter. The curriculum includes the following: <ol style="list-style-type: none"> 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features
37	Describe any technological advances that your proposed products or services offer.	<p>Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. Wastequip's commitment and continued investment into product innovation will lead to continuous improvement in every phase of waste management.</p> <ol style="list-style-type: none"> 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers desire to operate compressed natural gas (CNG) powered vehicles.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Wastequip, we're focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to:</p> <ul style="list-style-type: none"> • Helping define the future of the waste industry with progressive thinking and leadership • Developing products with consideration for the environmental impact to future generations • Employing a diverse workforce, providing development opportunities and valuing diverse perspectives • Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip <p>As part of the CORE program, Wastequip is committed to creating more sustainable products, processes and facilities, without sacrificing our legendary quality. Future generations are counting on us to create better products, and to do so more responsibly.</p> <p>As a manufacturer, identifying efficiencies in how we source materials and manufacture and distribute our Steel and Galbreath products is among our most environmentally impactful opportunities.</p> <ul style="list-style-type: none"> • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we've currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants will LED lighting. • Distribution efficiency: We're continuously innovating our products. Recently, we've been employing nesting improvements in the distribution of our steel containers, allowing us to nest and ship up to 50% more product on each truckload. <p>Additionally, our employees designed "solar powered" signage in Tyler, TX facility — and many plants and offices are equipped with motion sensing lights, and have been upgraded to use newer LED ballasts to reduce energy consumption and waste. As we have acquired new Steel facilities, we have also replaced welding gas tanks that could be prone to leakage.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None for the products offered in this proposal.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE). However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBE's as subcontractors on a case by case basis in a concerted attempt to meet the encouraged goals of our municipal/governmental customers.</p> <p>While Wastequip does not possess certification as a disadvantaged business, we do seek to employ and do business with disadvantaged businesses. We use a WMBE's or SBE's to purchase office supplies, work with many disadvantaged businesses to perform work on projects, and are constantly seeking ways in which we may employ or do business with disadvantaged companies in both special projects and daily business.</p> <p>As in many projects, there are several possibilities for use of disadvantaged businesses. We are always prepared to search for specific businesses that may provide the following:</p> <ol style="list-style-type: none"> 1. Utilization of teaming partners for specific government set aside project opportunities 2 Over-the-road trucking of products to the our municipal/government customers (typically 53 foot trailers)

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>1. The entire Wastequip product line streamlines purchasing for Sourcewell member agencies. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition.</p> <p>2. With the awarded Sourcewell Contract #081716 for Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services, Wastequip is available to offer Sourcewell Members a Sole Source full product solution transaction as it relates to the Galbreath hoist product line.</p> <p>3. Galbreath touts many value add items including a full staff of Engineers, including design a group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensuring the latest technological developments are being utilized in the design of our products.</p> <p>4. Other branches of Engineering include Application, to support ensuring the correct product is used for the customer's application, and manufacturing, who in tandem with the OPEX group work towards instituting the best processes which maximize efficiencies and control customer costs.</p>	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Yes, specific products, parts and labor are covered.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. No, however, all equipment under warranty must be used in accordance with the Owner's manual or guidelines to include preventative maintenance, if required. Wastequip warranties shall not apply to any unit, which has been subject to misuse, misapplication, negligence, alteration or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Compaction Products: Yes, Wastequip will reimburse our service providers for their travel time or mileage incurred when performing warranty service. Galbreath Mobile Products: No, Wastequip does not reimburse our service providers as the product is expected to be taken to the service facility for any warranty work.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Wastequip has service providers located in all 50 states to perform any required warranty repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Wastequip will cover warranty service for items made by other manufacturers that are sold with our manufactured equipment. Original equipment manufacturers warranty will apply and any service needed will be coordinated with OEM.	*

47	What are your proposed exchange and return programs and policies?	<p>Product Return Policy</p> <p>a) All returns must be authorized by Wastequip prior to shipping and acceptance. Product must be returned in the same condition as shipped by Wastequip, which may include original packaging, and Buyer must include a copy of the Invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Wastequip after 30 days of Invoice date, without applicable Warranty Registration or proof of purchase or ownership. Go To Parts' supplementary Return Policy can be found by clicking here a hard copy of which is available upon request. If there is any conflict between the Go To Parts Return Policy and the Product Return Policy contained in this Section 5, the terms of the Go To Parts Return Policy shall control.</p> <p>b) A Return Authorization Number must be obtained from Wastequip within five (5) days of receipt of Product and before such Product may be returned for credit. No Product shall be returned to Wastequip without Wastequip's written consent. If any portion of the Product delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Wastequip shall have the right in its discretion either to replace such defective Product or to refund the portion of the purchase Price applicable thereto. Any returned Product shall become the property of Wastequip; Buyer, Buyer's customer or end-user is not authorized to otherwise dispose of, sell or recycle such Product, parts or components. In no event shall Wastequip be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages.</p> <p>c) Buyer is responsible for prepayment of, and all other related freight costs associated with returning Products to Wastequip unless previously agreed to in writing by Wastequip. Buyer is responsible for any missing or damaged Product. Risk of loss or damage to Product shall pass from Buyer to Wastequip upon physical receipt by Wastequip.</p> <p>d) Special order or non-stock items or other Product specified by Wastequip are not eligible for return.</p> <p>e) Any and all Product claimed defective or as a warranty matter must include a written explanation of how the Product was stored, maintained, installed and/or operated, as further described herein. Buyer must complete a Warranty Claim Form, where applicable.</p> <p>f) If, in Wastequip's judgment, a returned Product is not defective or not shipped in error, Wastequip may apply a service charge of 20% and/or a restocking fee up to 20% of the Product purchase price.</p> <p>g) Wastequip reserves the right to dispose of, return to Buyer (at Buyer's cost of freight and related charges), allow Buyer retrieval within seven (7) calendar days, or any other remedy, in Wastequip's discretion, for any attempted Product returns in contravention of the Wastequip Terms.</p>	*
48	Describe any service contract options for the items included in your proposal.	Wastequip does not offer any service contract options for the items included in our proposal. Any service contract option would be provided by an outside third party and be provided at customers expense.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment shall be due as stated on the Wastequip Invoice for the Product. All payments shall be made in U.S dollars. Payment Terms are set at Net 30 Days with Approved Credit	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Wastequip makes available financing solutions for state and local governments through 3rd party financial institutions. Most recently, Wastequip has teamed with NCL Government Capital, an existing Sourcewell Contract holder (#011620-NCL), to offer financing options to Sourcewell Member agencies. Through our financing options Wastequip offers Fixed Interest rates that are based on the credit quality of the governmental entity and terms that are up to 10 years with annual payments in arrears. Additional information can be found by visiting our financing web page at: https://www.wastequip.com/about-us/financing	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>***CONFIDENTIAL INFORMATION***</p> <p>Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information, and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member. After which, the system tracks the status of the opportunity and provides ongoing updates if information had been changed.</p> <p>Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly submission.</p> <p>Wastequip offers Sourcewell Member direct from Wastequip purchases and Sourcewell Member direct from Authorized Wastequip dealer purchases. With Wastequip direct purchases, purchase orders are placed directly with Wastequip and processed and tracked as indicated above. With Sourcewell Member direct from Authorized Wastequip dealer purchases, the Sourcewell Members submits a purchase order directly to our Authorized dealer. Our Wastequip dealer then provides Wastequip with a purchase order for the Sourcewell Member order and the order is processed and tracked as indicated above.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments with no additional fees charged. Our preferred method of payment is Wire, ACH, or Check.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Wastequip is offering the below product group specific pricing models. Each price guide will include a listing of options available as upgrades to the base pricing for that specific product line. All products will be identified by model numbers. Wastequip Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Wastequip Steel Container Pricing Confab Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Confab Steel Container Pricing Wastequip Compaction products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Compaction Pricing Galbreath Mobile products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Galbreath Mobile Pricing Amrep Mobile products are offered on a product line item. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Amrep Mobile Pricing	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members. Wastequip Steel Container Products: Special Market Pricing Confab Steel Container Products: Special Market Pricing Wastequip Compaction Products: 5% to 20% off Catalog List Pricing Galbreath Mobile Products: 5% to 20% off Catalog List Pricing Amrep Mobile Products: Special Market Pricing	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Wastequip is offering the following sourced good solutions: 1. Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or Wastequip Authorized Dealer will provide the Sourcewell Member with quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost plus max of 20% basis. These items will not include the 1.5% proposed administrative fee. 2. Sourcewell Member direct purchase from Wastequip: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee. 3. Sourcewell Member direct purchase from Authorized Wastequip Dealer: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. These items will be P.O.R. to Sourcewell Member at a Dealer Cost plus max of 20% basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. This cost will not include the 1.5% Administrative Fee.</p> <p>2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes.</p> <p>3. Surcharges: Steel costs continue their historic rise, with hot rolled steel increasing nearly 150% since September 1, 2020 to the current all-time high. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continue to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option to our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote. This surcharge provides Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.</p>	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Wastequip has locations throughout the U.S., which allows us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With over 24 manufacturing facilities, Wastequip can stock and ship product from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location.</p> <p>1. Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. Sourcewell Member is responsible for offloading equipment at time of delivery unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>The Wastequip/Confab Group is able to ship steel containers from 17 steel manufacturing facilities. Compaction equipment can be shipped from 7 manufacturing/finishing facilities ensuring Wastequip is able to provide the most economical freight rates to our customers. Wastequip/Confab steel slant and flat top containers are nestable meaning one container nests inside another container, therefore saving on freight charges. Our Confab Group also offers a double deck delivery trailer option for delivery in California only. This allows for small steel container to be shipped unstacked, fully assembled and ready to use.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>***CONFIDENTIAL INFORMATION***</p> <p>Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member/Authorized Dealer. After which, the system tracks the status of the opportunity and provides ongoing updates.</p> <p>Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly fee submission.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Wastequip is proposing a 1.5% administrative fee. For Sourcewell Member direct to Wastequip purchases, the administration fee will be incorporated in the Sourcewell Member Price. For Sourcewell Member direct purchases through an Authorized Wastequip dealer, the administration fee will be incorporated in the price to the dealer not to the Sourcewell Member. Please note that freight, installation, surcharges and other "Total Cost of Acquisition" costs will not include this fee.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>1. Wastequip Steel Container product offering consist of the following:</p> <ul style="list-style-type: none"> Environmental Containers Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Scrap Bins Self Dumping Hoppers Side Load Containers Container Factory Options <p>2. Confab Steel Container product offering consist of the following:</p> <ul style="list-style-type: none"> Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Self Dumping Hoppers Side Load Containers Container Factory Options <p>3. Wastequip Compaction product offering consist of the following:</p> <ul style="list-style-type: none"> Stationary Compactors Pre-Crusher Compactors Self-Contained Compactors Apartment Compactors Pak-Man Compactors Accu-Pak Compactors Vertical Balers Container Lifters Compaction Factory Options <p>4. Galbreath Mobile product offering consist of the following:</p> <ul style="list-style-type: none"> Cable Hoists Hook Hoists Container Delivery Units Trail Hoist Trailers Pup Trailers Roll Off Trailers Tarps Mobile Factory Options <p>5. Amrep Mobile product offering consist of the following:</p> <ul style="list-style-type: none"> Cable Hoists Chain Hoists Pup Trailers Transfer/Pull Trailers Tarps Mobile Factory Options <p>Additional product information can be found by visiting our website at www.wastequip.com</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Wastequip believes that the following subcategory of solutions should be included:</p> <ol style="list-style-type: none"> 1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcwell Members. These factory options are enhancers to our standard products. 2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item. 3. Services: Wastequip can provide additional services to Sourcwell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers.	*
67	Knuckleboom and grapple loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid	*
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. For decades, Amrep® has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product.	*
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems.	*
70	Refuse and recyclable material balers and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures Wastequip®-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Wastequip will measure our performance of an awarded contract by the following methods: 1. Comparing a Previous Year to Current Year Sales Analysis 2. Track and monitor Quote activity 3. Continue to emphasize the value and importance of the Sourcewell contract during sales meetings/calls 4. Maintain onboard sale training for new associates and refresher training for existing associates.
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	1. Wastequip compactors are equipped with AMS (Automatic Maintenance Scheduler) that notifies you when preventative maintenance is due based on actual usage. With AMS you don't have to guess when maintenance is due or try and keep track as an indicator light illuminates when maintenance should be scheduled while still allowing you to operate the compactor. The light is reset after maintenance is performed. 2. Wastequip's guided ram system has been incorporated into high cycle compactors. This system suspends the ram off the floor and significantly reduces friction and wear. The use of ultra high molecular weight (UHMW) guide shoes provides a long lasting, low noise, low vibration solution to traditional floor riding rams. The guided ram system extends the life of the equipment and allows Wastequip to offer an industry leading warranty on our self-contained compactors. 3. The incorporation of SSAB high strength steels including Hardox and Strenx in our roll-off containers as well as in high wear areas of other equipment increase life expectancy and decrease maintenance costs.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2. RFP 040621 Wastequip 09 Financial Strength and Stability.pdf - Monday April 05, 2021 14:47:13
- [Marketing Plan/Samples](#) - 7. RFP 040621 Wastequip 032 Marketing Plan Samples.pdf - Monday April 05, 2021 14:52:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 9. RFP 040621 Wastequip 042 Warranty.pdf - Monday April 05, 2021 14:47:25
- [Pricing](#) - 11. RFP 040621 Wastequip Price Offerings Zip.zip - Tuesday April 06, 2021 07:05:22
- [Upload Additional Document](#) - 16RFP0~1.PDF - Tuesday April 06, 2021 11:16:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Defenbaugh, Commercial President, Wastequip LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1

Committee Agenda Sheet

Urban Experience – April 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Kara Frashefski, 509-625-6146
Contact Email	kmoweryfrashefski@spokanecity.org
Council Sponsor(s)	CMs Cathcart and Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Two Multi-Family Tax Exemption (MFTE) Conditional Agreement(s)
Summary (Background)	<p>Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. SMC 08.15 Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that both the Cleveland Multifamily & Regal Multifamily Conditional applications meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Areas identified in SMC 08.15.030.</p> <p>Once the projects are constructed, both intend to finalize as 12-yr exemptions meeting the income and rent restrictions.</p> <p>These Conditional Agreements authorize the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreements, which will ultimately result in the issuance of a final certificate of tax exemptions to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Seeking approval of the MFTE Conditional Agreement(s) for:</p> <p>Cleveland Multifamily at the April 25, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for one 23-unit building at 155 E Cleveland Ave.</p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs of all phases: \$5.2M Located in the Logan neighborhood. <p>Regal Multifamily at the March 21, 2022 City Council Meeting. Project Details: The applicant applied for a Conditional MFTE Agreement for one 12-unit building at 2520 & 2528 N Regal St.</p> <ul style="list-style-type: none"> Property is zoned RMF and the proposed use is allowed. Estimated Construction Costs: \$2M Located in the Minnehaha neighborhood.
<p>Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p>	

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

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

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (*Expires January 1, 2058.*)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW [84.14.021](#), must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW [84.14.020](#) since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) **All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the**

reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

- (a) The number of tax exemption certificates granted;
- (b) The total number and type of units produced or to be produced;
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;
- (d) The actual development cost of each unit produced;
- (e) The total monthly rent or total sale amount of each unit produced;
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

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

Section 08.15.100 Annual Certification and Affordability Certification

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section 8

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

Comprehensive Plan Land Use Policies:

- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

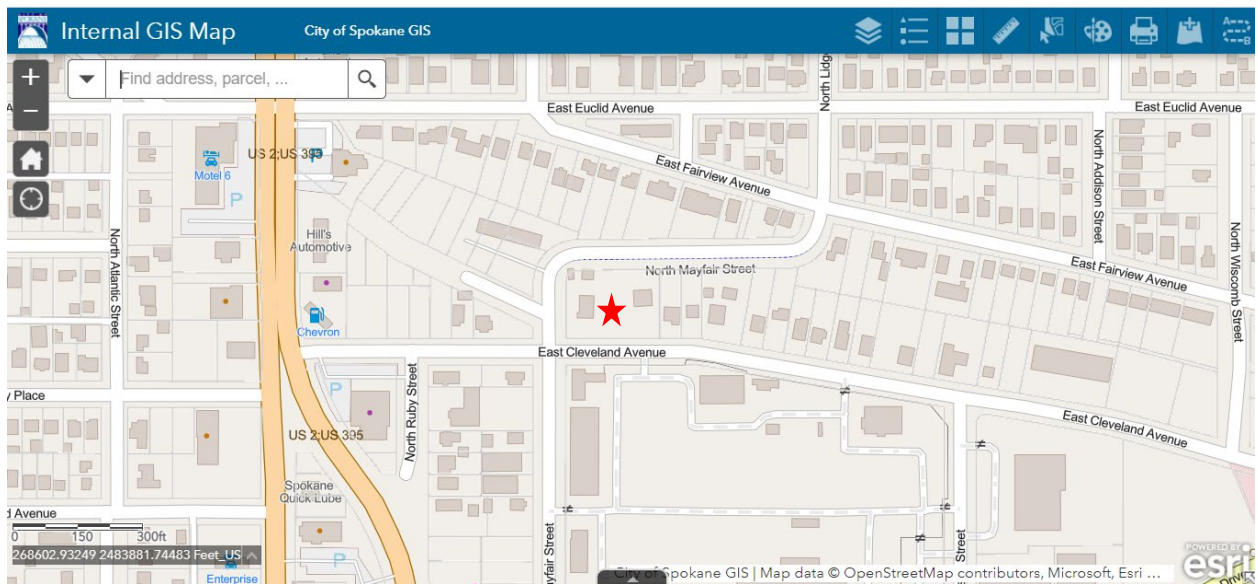
Comprehensive Plan Housing Policies:

- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:

- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement

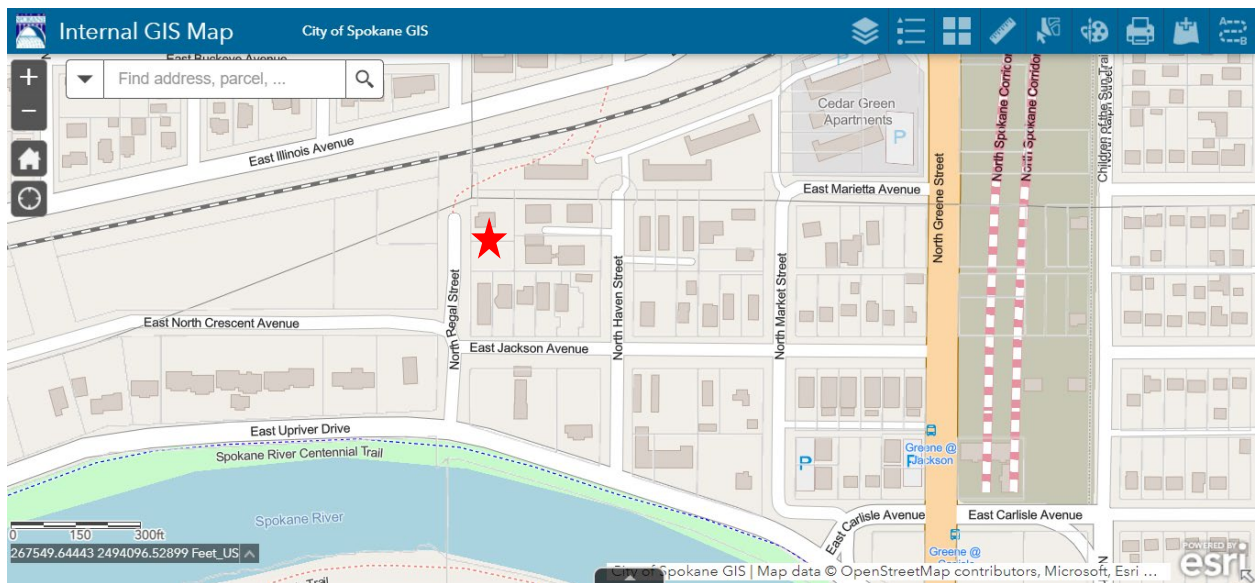
Site & Location: Cleveland Multifamily



Site & Location: Regal Multifamily

35102.3615

2528 N REGAL ST



MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 155 E Cleveland Avenue investments LLC, as "Owner/Taxpayer" whose business address is PO Box 48282, Spokane WA 99228.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

MORGANS JM RES B3TO18 L19TO22 B6 &VAC STP S OF&ADJ L19 -20.

Assessor's Parcel Number(s) 35082.0919, commonly known 155 E Cleveland Avenue.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 23 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287

adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

155 E Cleveland Avenue Investments LLC

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Regal Residences LLC, as "Owner/Taxpayer" whose business address is 1312 W 9th Avenue.

W I T N E S S E T H:

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, the City has, through Chapter 8.15 SMC, enacted a program whereby property owner/taxpayers may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner/Taxpayer is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, the Owner/Taxpayer is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, the Owner/Taxpayer has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

PETER SAPRO'S RIVERSIDE ADD LTS 5 & 6 BLK 36 EXC S67FT TOG W/ S1/2
VAC MARIETTA AVE N OF & ADJ TO SD LTS EXC WLY 15FT THEREOF.

Assessor's Parcel Number(s) 35102.3615 & 35102.3616, commonly known as 2528 & 2520 N Regal St.

WHEREAS, the City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; --
NOW, THEREFORE,

The City and the Owner/Taxpayer do mutually agree as follows:

1. The City agrees to issue the Owner/Taxpayer a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner/Taxpayer shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner/Taxpayer intends to construct on the site, approximately 12 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner/Taxpayer agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner/Taxpayer agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner/Taxpayer's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner/Taxpayer's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner/Taxpayer's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner/Taxpayer is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner/Taxpayer agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner/Taxpayer acknowledges and agrees that the units shall be used primarily for multi-family housing for permanent residential occupancy as defined in SMC 8.15.020 and RCW 84.14.010 and any business activities shall only be incidental and ancillary to the residential occupancy. Any units that are converted from multi-family housing for permanent residential occupancy shall be reported to the Spokane County Assessor's Office and removed from eligibility for the tax exemption. If the removal of the ineligible unit or units causes the number of units to drop below the number of units required for tax exemption eligibility, the remaining units shall be removed from eligibility pursuant to state law.

10. To qualify for the twelve-year tax exemption, the Owner/Taxpayer commits to renting or selling at least twenty percent of the multiple family housing units as affordable housing units to low and moderate-income households in addition to the other requirements set forth in the Agreement. The Owner/Taxpayer is further required to comply with the rental relocation assistance requirements set forth in RCW 84.14.020 (7) and (8).

11. If the Owner/Taxpayer converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner/taxpayer intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner/Taxpayer shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

12. The Owner/Taxpayer will have the right to assign its rights under this Agreement. The Owner/Taxpayer agrees to notify the City promptly of any transfer of Owner/Taxpayer's ownership interest in the Site or in the improvements made to the Site under this Agreement.

13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner/Taxpayer, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

15. The Owner/Taxpayer acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner/Taxpayer further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner/Taxpayer agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

17. The parties agree that this Agreement, the Final Certificate of Acceptance of Tax Exemption and the construction of the multiple family residential housing units referenced above shall be subject to the applicable provisions of Chapter 84.14 RCW and Chapter 8.15 SMC that exist at the time this agreement is signed by the parties. The parties may agree to amend this Agreement and the Final Certificate of Acceptance of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW as set forth in ESSSB 5287

adopted by the Washington State Legislature during the 2021 Regular Session effective July 25, 2021.

18. The Owner/Taxpayer acknowledges that RCW 84.14.020 (6) authorizes an extension of the exemption period for an additional twelve-years beyond the exemption period authorized in the Final Certificate of Tax Exemption conditioned upon compliance with the Owner renting or selling at least twenty percent of the multiple family housing units as affordable housing units for low-income households as set forth in RCW 84.14.020 (6) and providing the rental relocation assistance requirements and notice provisions set forth in RCW 84.14.020 (7) and (8). It is the Owner/Taxpayer's responsibility to make a timely request the extension as set forth in RCW 84.14.020 (6). The City shall not be responsible if the Owner/Taxpayer fails to make a timely request for the extension.

19. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or Chapter 8.15 SMC

20. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2022.

CITY OF SPOKANE

Regal Residences LLC

By: _____
Mayor, Nadine Woodward

By _____
Its: _____

Attest:

Approved as to form:

City Clerk

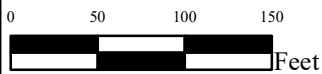
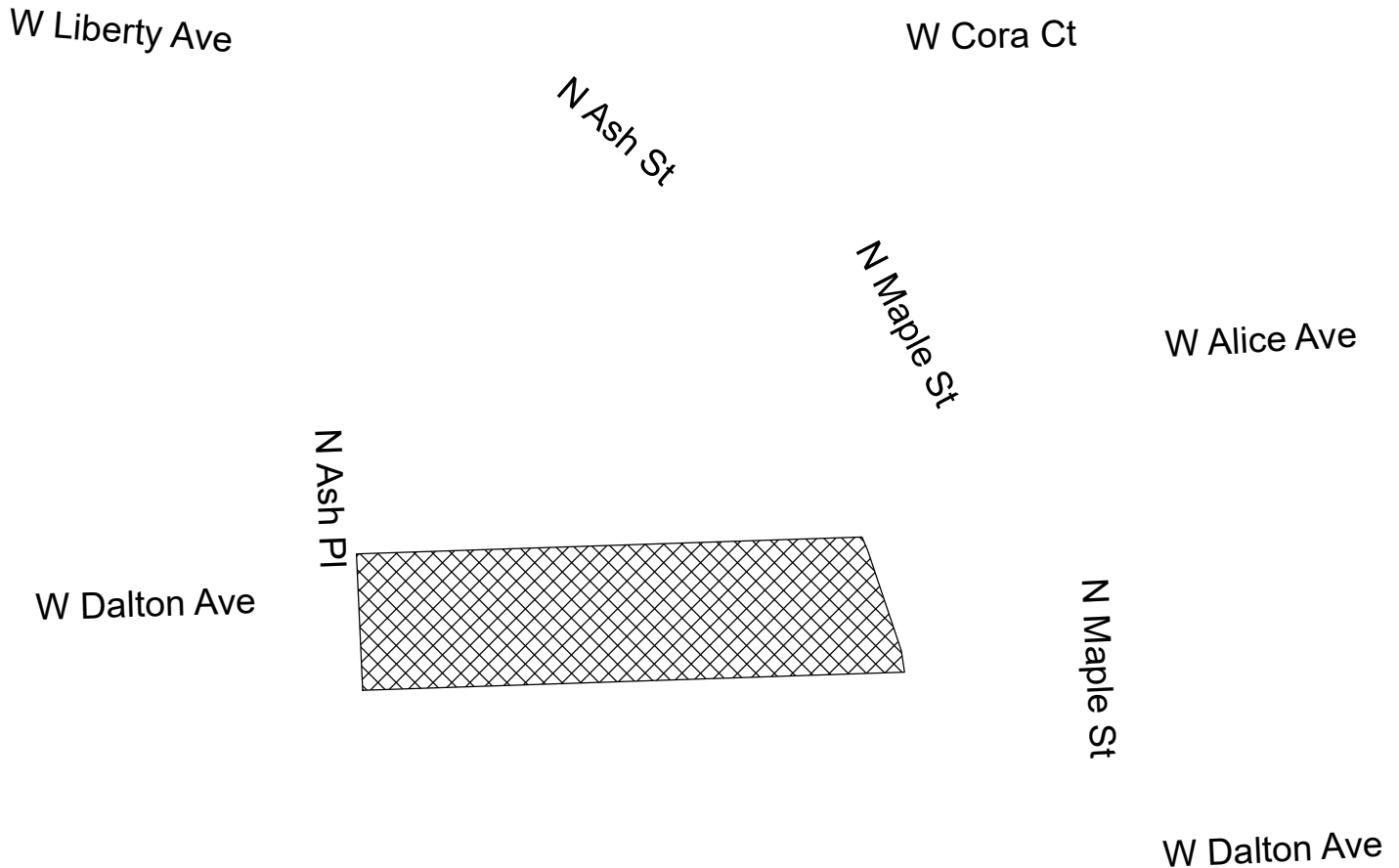
Assistant City Attorney

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	Karen Stratton, Zack Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amending Ordinance C-27577 to release an easement
Summary (Background)	<p>Property owners have submitted a short plat for review. During review it was discovered that (1) of the lots is encumbered by an easement that was reserved in Ordinance C-27577 when the street was vacated.</p> <p>The property owners wish to release the easement in order to make the lot buildable. We have checked with the easement holder (Avista) and they are ok with releasing a portion of the easement as shown on the attached map.</p>
Proposed Council Action & Date:	Precedes taking this application to a public hearing before City Council
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.	



Ordinance C-27577 Easement Modification



Right-of-way Description:
Dalton Ave between Ash Place
and Ash Street.

Easement Retained:
South half of the east 168.37'

Legend

-  Original Easement Reservation
-  Easement Release Area

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

Committee Agenda Sheet

Urban Experience

Submitting Department	Development Services Center
Contact Name & Phone	Donna deBit – 625-6637
Contact Email	ddebit@spokanecity.org
Council Sponsor(s)	CM Betsy Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Sunset Rezone – Zoning Map Change
Summary (Background)	<p>Site location – 2921 W 8th Ave, 2918 W 8th Ave. and 2937 W 7th Ave. (Parcel no. 25234.1102, 25234.1004, 25234.1003)</p> <p>A rezone request to change the zoning at the above addresses from NR-35 and NR-55 (Neighborhood Retail with a height limit of 35ft to Neighborhood Retail with a height limit of 55ft) was approved by the Hearing Examiner on February 8, 2022. This rezone does not change the allowable uses to be built in this location, only the allowable height of a structure. This rezone was processed as a Type III application with a public hearing held on January 26, 2022 and February 3, 2022.</p> <p>With City Council's approval, the zoning map will be updated to reflect this change.</p>
Proposed Council Action &	May 2022; as soon as possible following Council Committee Meeting

Date:	
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <i>The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. SMC 17G.060.170(C)(2)</i> <u>Relevant Facts:</u> In Chapter 3, Land Use, of the City’s Comprehensive Plan:	

*Goal LU 3 Efficient Land Use states: *Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*

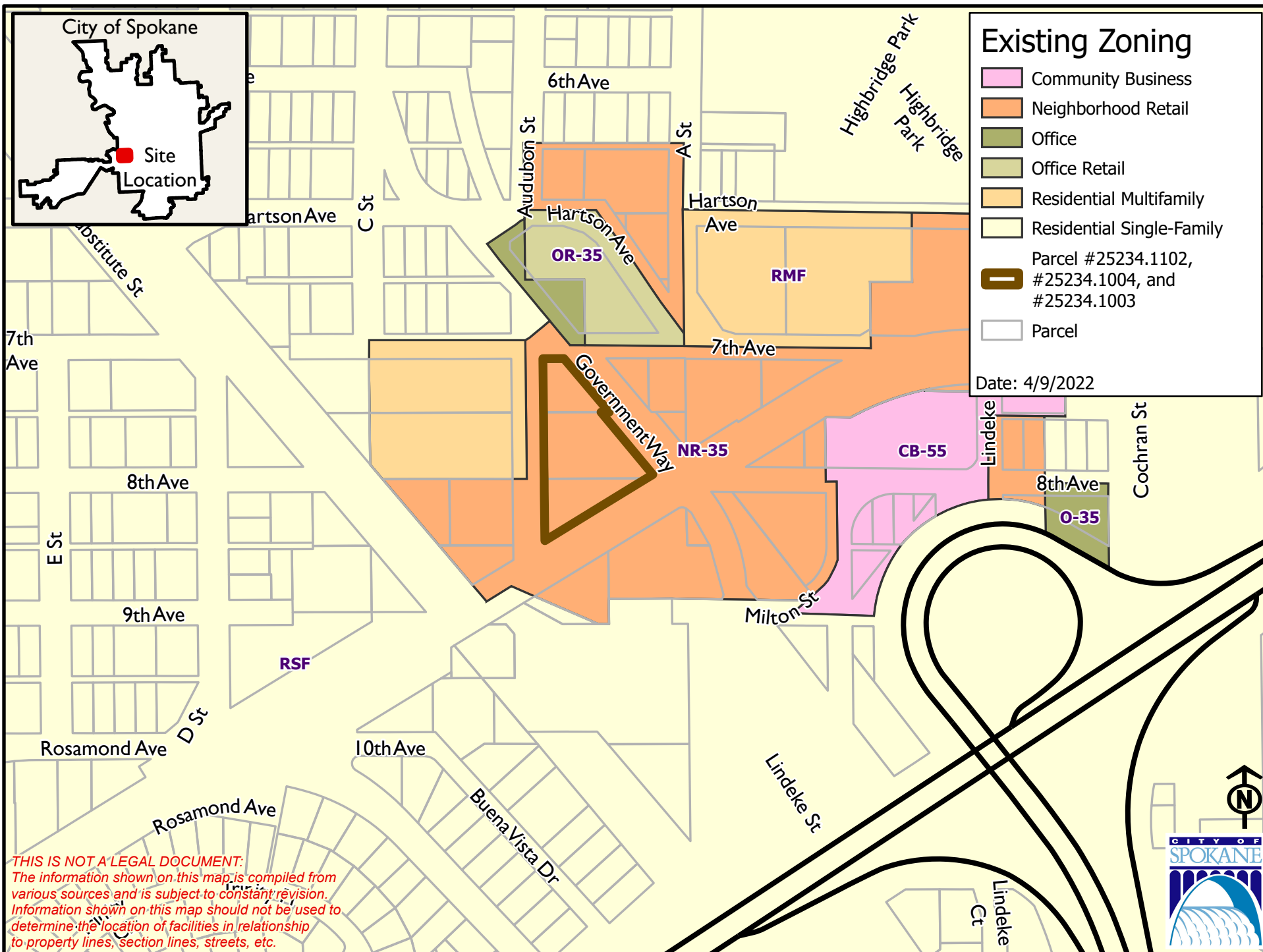
*Goal LU 5 Development Character states: *promote development in a manner that is attractive, complementary, and compatible with other land uses.*

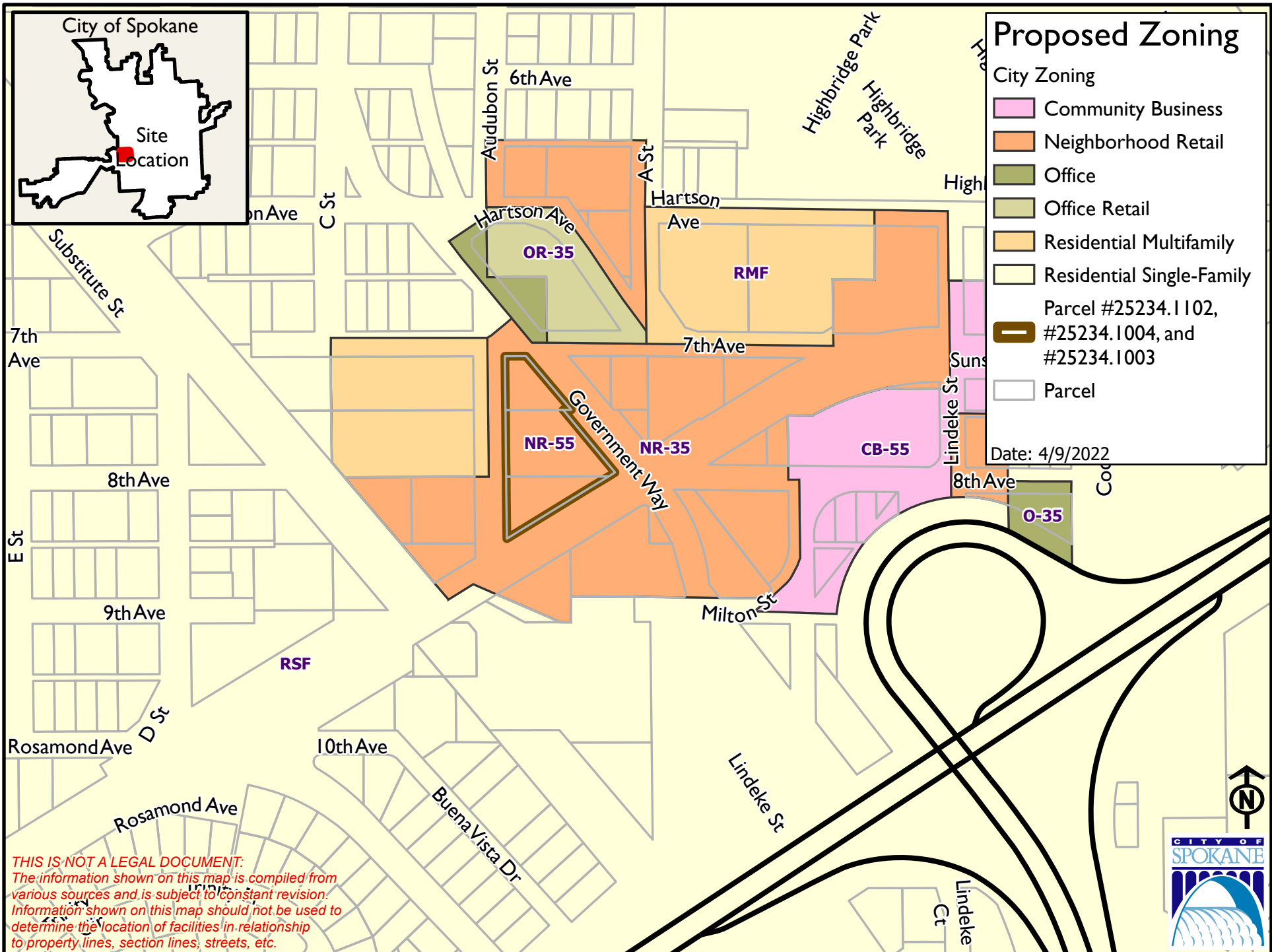
*Policy LU 5.1 Built and Natural Environment states: *Ensure that developments are sensitive to the built and natural environment (for example, air and water quality, noise, traffic congestion, and public utilities and services), by providing adequate impact mitigation to maintain and enhance quality of life.*

*Policy LU 5.5 Compatible Development states: *Ensure that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types.*

*H 1.18 Distribution of Housing Options states *promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.*

Staff Discussion: Increasing the height to 55 feet at this site would allow for a mixed use of retail and residential uses at an allowed density to make the project cost effective and include underground parking. Staff agrees with the applicant that high density residential uses are a need in the community, and that this location is particularly appropriate considering the access to public transportation and the surrounding zoning.





CITY OF SPOKANE HEARING EXAMINER

Re: Rezone Application by Land Use Solutions) FINDINGS, CONCLUSIONS,
and Entitlement to rezone properties located) AND DECISION
at Government Way and Sunset Boulevard)
from NR 35 to NR 55.) FILE NO. Z21-318REZN

SUMMARY OF PROPOSAL AND DECISION

Proposal: The Applicant, Dwight Hume, Land Use Solutions and Entitlement, seeks to rezone three lots located at the intersection of Government Way and Sunset Boulevard from NR-35 (Neighborhood Retail with a 35-foot height limit) to NR- 55 (Neighborhood Retail with a 55-foot height limit). The proposed rezone does not change the uses allowed at this location, only the allowable height of a structure. This is a Type III application process.

Decision: Approved, with conditions.

FINDINGS OF FACT **BACKGROUND INFORMATION**

Applicant/ Land Use Solutions and Entitlement
Agent: c/o Dwight Hume
9101 N. Mt. View Lane
Spokane, WA 99218

Property Gib & Susan Brumback
Owner: 2937 W. 7th Avenue
Spokane, WA 99224

Property Location: The site is located west of Government Way and north of Sunset Boulevard, adjacent to the intersection of these roads. The properties are addressed as 2921 W. 8th Avenue, 2918 W. 8th Avenue, and 2937 W. 7th Avenue, Spokane, Washington. The properties are designated as Tax Parcel Nos. 25234.1102, 25234.1004, and 25234.1003.

Zoning: All three parcels are zoned Neighborhood Retail 35 (NR-35)

Comprehensive Plan Map Designation: The property is designated as Mini Center in the City of Spokane Comprehensive Plan (CP).

Site Description: There are three vacant parcels, totaling 1.43 acres in size. The site is a triangular area bounded by South Audubon Street, South Government Way, and West Sunset Boulevard. The site is generally flat with a basalt underlayment. There are no improvements on the property. There are no critical areas or environmentally sensitive areas on the site.

Surrounding Conditions and Uses: Land located to the east and south is zoned NR-35 and designated as Mini Center in the CP. Land to the west is zoned Residential Multi-Family (RMF) with a Residential 15-20 CP designation. Land to the north is zoned Residential Single Family

(RSF) with Residential 4-10 CP designation. To the north, there is also an area that is zoned and designated as office.

PROCEDURAL INFORMATION

Authorizing Ordinances: Spokane Municipal Code (SMC) 17C.120, Commercial Zones and SMC 17G.060.170, Decision Criteria.

Notice of Community Meeting: Mailed: September 6, 2021
Posted: September 6, 2021

Community Meeting: September 21, 2021

Notice of Application/Public Hearing: Mailed: January 11, 2022
Posted: January 11, 2022

Public Hearing Date: February 3, 2022

Site Visit: February 3, 2022

State Environmental Policy Act (SEPA): A Determination of Nonsignificance (DNS) was issued by the City of Spokane on January 19, 2022. Any appeal of the DNS was due on February 2, 2022. No appeal was filed.

Testimony:

Donna deBit, Assistant Planner
City of Spokane Planning & Development
808 West Spokane Falls Boulevard
Spokane, WA 99201

Dwight Hume
Land Use Solutions and Entitlement
9101 N. Mt. View Lane
Spokane, WA 99218

Mike Gifford
West Hills Neighborhood Council
3109 W. Trinity Place
Spokane, WA 99224

Submitted comments to the record:

Bill Heaton
905 S. Pepper Tree Lane
Spokane, WA 99224

Josette Gates
josettegates@gmail.com

Karen Carlberg
West Hills Neighborhood Council
karencarlberg@comcast.net

Julieann and Lyle Morse
1001 S. Buena Vista Drive
Spokane, WA 99224

Shea and Kimberly Suski
sheasuski@gmail.com

Teresa Hurliman
1021 S. Buena Vista Drive
Spokane, WA 99224

Exhibits:

Staff Report dated January 19, 2022, including the following attachments:

1. Application Materials
2. SEPA Checklist
3. Determination of Nonsignificance (DNS)
4. Public Comments
5. Request for Agency Comments, including:
 - a. Washington State Department of Archaeology and Historic Preservation (WSDAHP)
 - b. City of Spokane Engineering
 - c. Spokane Transit Authority
 - d. Spokane Tribe of Indians
6. Noticing Documents, including:
 - a. Notice of Application and Public Hearing
 - i. Public Notice Sign/Posting/Mailing instructions
 - ii. Parcel List
 - iii. Public Notice Letter with Map
 - iv. Title Company Certification
 - v. Affidavits
 1. Individual Notice
 2. Public Notice
7. Community Meeting Materials including:
 - a. Community Meeting Instructions
 - b. Notice of Community Meeting
 - c. Community Meeting Notes
 - d. Community Meeting Roster
 - e. Community Meeting Chat
 - f. Affidavits
 - i. Individual Notice
 - ii. Public Notice
8. Staff Presentation

FINDINGS AND CONCLUSIONS

Rezoning is a Type III decision that must satisfy the criteria set forth in SMC Section 17C.060.170. See SMC 17C.060.170(C)(1)-(5); see also Table 17G.060-1 (stating that zone reclassifications are Type III decisions). The Hearing Examiner has reviewed the proposed Rezone and the evidence of record with regard to the application and makes the following findings and conclusions:

1. *The proposal is allowed under the provisions of the land use codes. See SMC 17G.060.170(C)(1).*

The Applicant proposes to rezone its properties from Neighborhood Retail with a 35-foot height limit (NR-35) to Neighborhood Retail with a 55-foot height limit (NR-55). This proposal would not change the uses allowed on the properties. However, if approved, the proposal would change the height limitations that apply to the properties. Changes to the height limits require a rezone. See SMC 17C.120.220(B)(1).

The site is located within an area of land designated as Neighborhood Mini-Center on the CP. Neighborhood Retail (NR) zoning is an implementing zone for this land use designation. See SMC 17C.120.030(C). The rezone is necessary to account for the modified height limitation, as discussed above, but the classification will remain NR. In addition, as a site-specific rezone that implements the CP, the proposal is quasi-judicial and can be considered at any time. See SMC 17G.020.020. A site-specific rezone application is governed by the procedures for Type III applications, as set forth in 17G.060 SMC. See *id.*

The Hearing Examiner concludes that the proposed zone change is allowed under the land use codes. Therefore, this criterion is satisfied.

2. *The proposal is consistent with the comprehensive plan designation and goals, objectives, and policies for the property. See SMC 17G.060.170(C)(2).*

Under the CP, the land use designation for the property is "Neighborhood Mini-Center." This designation recognizes the existence of small, neighborhood-serving businesses. See CP, Chapter 3, p. 3-40. "Mini-Center locations are encouraged to become small, mixed use centers with residential use as a major component." See *id.* The CP recognizes that residential development adds market demand and enables enhanced transit service to these locations. See *id.*; see also CP, Chapter 3, LU 1.7, p. 3-10. It is not surprising, then, that high-density residential use is encouraged in these areas. See CP, Chapter 3, p. 3-39.

The current proposal is a non-project rezone. There is no specific development plan under consideration at this time. However, the Applicant has provided the City with a concept drawing that reveals that the Applicant plans to construct a multi-family residential building on the site. See Exhibit 8, Slide 6, p. 3. The Applicant stated that the 55-foot height allowance would be sufficient to construct four stories of residential units. *Testimony of D. Hume.* The future use of the property for higher intensity residential use is consistent with the intent of the CP. As stated above, the Mini-Center designation clearly contemplates a mixed-use area, with multi-family development as a central component. Thus, the proposed zone change will facilitate precisely the kind of development intended by the CP.

The proposed rezone is also consistent with the more generally applicable goals and policies of the CP. The site is located at the intersection of two busy roadways, in proximity to a variety of uses, including but not limited to a residential drug addiction treatment facility, a motel, and a church. The property to the west, north of the drug addiction treatment facility is zoned Residential Multi-family and will be developed in the future with apartments. *Testimony of D. Hume.* There is also an office building just northeast of the site. See Exhibit 8, Slide 5, p. 3. The development of this site with multi-family building will blend in well with both the existing and the planned uses in this area. The proposed use will also help to meet the current demand for additional housing. *Testimony of D. Hume & D. deBit.*

Given the foregoing characteristics, the proposal is supported by Goal LU 5, which promotes development in a manner that is attractive, complementary, and compatible with other land uses. See CP Goal LU 5, p. 3-27. Policy LU 5.5 also supports the zone change. That policy encourages that infill and redevelopment projects are well-designed and compatible with surrounding uses and building types. See CP, Policy LU 5.5, p. 3-28; see also Staff Report, p. 3. Additionally, Policy H 1.8 promotes a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels. See CP, Policy H 1.8, p. 6-7.

The Hearing Examiner concludes that the proposed rezone is consistent with the designation, goals, and policies of the CP. Therefore, this criterion for approval of the rezone is met.

3. *The proposal meets the concurrency requirements of Chapter 17D.010 SMC. See SMC 17G.060.170(C)(3).*

The decision criteria for Type III decisions mandate that all proposals satisfy the concurrency requirements under SMC 17D.010. See SMC 17G.060.170(C)(3). Accordingly, on December 6, 2021, a Request for Comments on the application was circulated to all City departments and outside agencies with jurisdiction. See Exhibit 5.

The City received comments from various departments and agencies. See e.g. Exhibit 5. However, none of those comments indicated that concurrency could not be achieved. See *id.*; see also Staff Report, pp. 3-4. In addition, a review of the record confirms that there is no substantive evidence that the project transgresses any concurrency requirements. There was no testimony at the public hearing suggesting that the concurrency standards would not be satisfied.

The Hearing Examiner finds that the project satisfies the concurrency requirements of the SMC. Therefore, this criterion for approval is met.

4. *If approval of a site plan is required, the property is suitable for the proposed use and site plan considering the physical characteristics of the property, including but not limited to size, shape, location, topography, soils, slope, drainage characteristics, the existence of ground or surface water and the existence of natural, historic or cultural features. See SMC 17G.060.170(C)(4).*

The proposal to rezone the property is a non-project action. See Staff Report, p. 4. A site plan is not required in order to process or consider a rezone application. Therefore, this criterion has limited relevance to this proposal. At this stage, there are no specific development plans to consider. However, as previously mentioned, the Applicant has submitted a conceptual site plan that is part of the record. See Exhibit 1, p. 8. As a result, we know the Applicant's intention is to develop the site with a multi-family structure and related improvements.

In order to obtain approval of its future development plans, the Applicant will be required to demonstrate that the project complies with land use (landscaping, screening, and design), engineering, utility, building, and all other applicable construction-related standards associated with new development. See Staff Report, p. 4. The City's Development Services Center will review the permit application to ensure that the proposal satisfies those standards. That said, there are no obvious conditions that make the property unsuitable for a future Neighborhood Retail use at the higher building height.

The site is located at the intersection of two busy thoroughfares, and is situated among a mixture of uses. The location is thus appropriate for a multi-family structure or another use consistent with the NR zoning. The site is triangular in shape, which does pose some potential limitations, as a practical matter. However, the site is approximately 1.43 acres and there are no existing structures. See Staff Report, p. 4; see also Exhibit 2 (Environmental Checklist ¶ B(8)). There is sufficient area to support development, as the conceptual plans demonstrate. See Exhibit 1, p. 8. The site is also relatively flat. See *id.* Topography does not impose any significant obstacles to development.

There is no evidence of other physical or environmental conditions that make development of the site problematic. There is no evidence, at this non-project stage, that the soils are not appropriate for a future commercial development, or that there are problematic groundwater conditions. There are no surface waters or wetlands on the site. See Exhibit 2 (Environmental Checklist ¶ B(3)(a)(1)). There do not appear to be any physical characteristics of the site that make it unsuitable for uses allowed in the proposed zone. Even so, it should be emphasized that there will be a SEPA review at the project stage, at which time the specific impacts of a particular proposal can be considered and addressed. See Paragraph 5.

There are no known natural, historic, or cultural features on the site. See Exhibit 2 (Environmental Checklist ¶ B(13)). However, the WSDAHP reported that there was a “high probability of encountering cultural resources in the project area.” See Exhibit 5. The WSDAHP recommended that the Applicant complete a professional archaeological survey prior to ground disturbing activities. See *id.* This recommendation has been incorporated as a project condition. See Condition 2.

The Hearing Examiner concludes that there is nothing about the size, shape, topography, or location that makes the site unsuitable for future uses allowed in the NR-55 zone. Therefore, this criterion for a rezone is satisfied.

5. *The proposal will not have a significant adverse impact on the environment or the surrounding properties, and if necessary conditions can be placed on the proposal to avoid significant effect or interference with the use of neighboring property or the surrounding area, considering the design and intensity of the proposed use. See SMC 17G.060.170(C)(5).*

The applicant prepared an environmental checklist for the proposed zone change. See Exhibit 2. The information supplied is somewhat limited, due to the non-project nature of the proposal. Even so, the non-project portions of the checklist were completed. Based upon its review of the available information, the City of Spokane (Planning Department) issued a DNS for the proposal. See Exhibit 3. The deadline to appeal the DNS was February 2, 2022. No appeals were filed and thus the city’s evaluation of the environmental conditions is uncontested.

The future development of the property is not likely to result in significant impacts on the environment. There are no environmentally sensitive features of the site. For example, no part of the site has been classified as a critical area. See Exhibit 2 (Environmental Checklist ¶ B(8)(h)). There is no evidence that the soils are not appropriate for a future commercial development, or that there are problematic groundwater conditions. There are no surface waters on or near the site. See Exhibit 2 (Environmental Checklist ¶ B(3)(a)(1)-(2)). The property does not lie within a 100-year floodplain. See Exhibit 2 (Environmental Checklist ¶ B(3)(a)(5)). No threatened or endangered species are known to be on or near the site. See Exhibit 2 (Environmental Checklist ¶¶ B(4)(c) & B(5)(b)).

The Hearing Examiner does not view the proposed change as radical in nature. The zone will change from one type of Neighborhood Retail to another. The same uses are permitted in both the NR-35 and NR-55 zones. Thus, the potential impacts to the environment or surrounding properties are largely the same, with and without the rezone. The difference is that structures of greater height are allowed in the NR-55 zone, resulting in higher intensity use and the potential for greater impacts. The anticipated impacts of the rezone, however, are not significant. For this reason, the City issued a DNS for this proposal.

The impacts of the proposed rezone will not materially exceed the impacts of developing the property in accordance with the current zoning. Possible exceptions include traffic and parking, concerns that some neighbors contend have not been adequately addressed. See Exhibit 4 (Comments of J. & L. Morse). The greater height will result in additional residential units, for example, likely increasing traffic and potentially creating additional impacts.

That being acknowledged, there is no specific evidence in the record suggesting that the future use of the site will generate a significant amount of traffic, or will have any particular impacts on the capacity of the roads or safety. There were no substantive comments from the Traffic Department, the Engineering Department, or any other agency raising traffic concerns. The City did not require a traffic analysis for the proposed rezone. The record also does not contain any evidence that traffic from future NR uses will create any specific deficiencies in the transportation system. Finally, there was no independent, expert testimony raising concerns about traffic. Under the circumstances, the Hearing Examiner concludes that the proposed rezone, in and of itself, will not result in significant traffic impacts requiring mitigation.

In the Hearing Examiner's view, parking should be less of a concern. The conceptual plan for a multi-family structure shows how parking can be laid out on the site to accommodate the use. See Exhibit 1, p. 8. In addition, the Applicant plans to install underground parking to accommodate the planned use. *Testimony of D. Hume*. In any case, the extent of the traffic and parking, and the particular impacts of each, cannot be specifically determined at the non-project stage.

Since this is a non-project proposal, the environmental analysis does not end here. If, in the future, the owner proposes a development that exceeds the minimum SEPA thresholds, then that development will be evaluated for compliance with SEPA. See Staff Report, p. 4. The project will also be evaluated for compliance with all the relevant development standards. See *id.*; *Testimony of D. deBit*.

The Hearing Examiner concludes that the proposed rezone will not have significant impacts on the environment, which cannot be adequately addressed through mitigation. When a specific project action is proposed in the future, that project will again be evaluated under SEPA as appropriate. Therefore, this criterion for approval is satisfied.

6. *The Hearing Examiner concludes that the proposed rezone should be approved, although some neighboring owners raised understandable concerns about the proposal.*

There were public comments both for and against the proposed rezone. In general, opinions were evenly split regarding the proposal. The primary concerns of the opponents included traffic and parking impacts, obstruction of views, light and noise pollution, infrastructure capacity, and incompatibility caused by the increased height limit. See *id.* (Comments of T. Hurliman, J. & L. Morse, & J. Gates). One neighbor contended that the proposal did not address the requirements of the 2021 Sustainability Action Plan (the "SAP"), recently adopted by the City Council. See *id.* (Comment of J. Gates). Finally, there was a concern about the removal of a mature tree from the development site. See *id.* (Comments of K. Carlberg & J. Gates).

The Hearing Examiner concludes that the rezone will not have significant impacts related to public infrastructure, traffic, and parking. As previously discussed, the comments regarding traffic raised very general concerns. No specific evidence was submitted identifying specific impacts on the transportation system. No comments or testimony explained how the proposed rezone would impact parking or why the parking for the future use could not be accommodated on the subject site. No evidence was submitted that demonstrated that public infrastructure was

not adequate to support the future use of the site. Commenting agencies did not identify any deficiencies in public infrastructure that corroborated this concern. Without more specific evidence or data to consider, the Hearing Examiner is not inclined to condition or deny the proposed rezone on such grounds.

The Hearing Examiner is skeptical that this proposal will have a detrimental impact on views. The site is located at the corner of a busy intersection, close to motels, a drug addiction treatment facility, a church, and an office. There is also a residential area adjacent and to the west/northwest. However, this area is slated for development with apartments, which is the most likely use of this site. Just west of the drug addiction treatment facility (a former motel), there is a large, elevated embankment supporting a railroad track. There are also numerous mature trees, including a number of tall evergreens, adjacent to the railroad line. These conditions create some visual barriers between the area to the west and the site. This would seem to have more of an effect on views from the west (and near Sunset Boulevard) than a new apartment building. Even so, it may be that there will be some effect on views from the west/south, but again the concern raised was very general. No information was provided regarding the relative elevations, height of structures, view corridors, or the like. There was no specific analysis describing precisely how views would be impacted, or any evidence demonstrating the potential effect (diagrams, photographs, etc.).

Even assuming, for the sake of discussion, that views were substantially impacted, in all likelihood this would not provide proper legal grounds to condition or deny this proposal. The DNS was not appealed, and thus SEPA would not be a proper basis to condition or deny the proposal. Thus, impacts to views could not be mitigated based upon an environmental rationale. Setting aside any environmental arguments, the neighbors would need to establish that they had a right to preserve their view. However, in the absence of an easement, covenant, or a statutory provision, a neighboring property owner does not have a right to a view across another person's land. See *Asche v. Bloomquist*, 132 Wn. App. 784, 797, 133 P.3d 475 (2006) (confirming that there is no common law right to a view). In this case, there is no evidence that any of the neighbors have a legal right to preserve their view across the Applicant's property.

There was no substantive evidence that the rezone would result in significant glare or noise. A concern was raised, but no specific information or analysis was provided on this issue. Assuming the owner develops its concept plan for an apartment, the noise and light from that use would be the same as any other higher density residential use. The Hearing Examiner doubts that such a project would result in levels of noise or glare that require mitigation, based upon past experience with such developments. In any case, it would seem that evaluation of such concerns is better left to the project stage.

The Hearing Examiner concludes that it is not appropriate to condition or deny the proposed rezone for the alleged failure to address the requirements of the SAP. The SAP is a broad planning document setting forth the City's vision to address climate change. The SAP does not include specific development standards that the Hearing Examiner can apply to this application. The City has not reached that level of implementation. The SAP does reference Chapter 15.05 SMC, which codifies city policies regarding climate change. However, Chapter 15.05 SMC does not set forth specific criteria or development standards that govern a quasi-judicial decision on a permit or development application. Until specific standards are adopted, the Hearing Examiner must base his decisions on the existing land use codes and decision criteria.

Finally, there was a concern about removal of a mature tree from the Applicant's property. However, there is no legal basis to require a property owner to preserve the trees located

entirely on his or her land. A property owner has sole discretion whether to remove such trees. That is a right that accompanies property ownership.

DECISION

Based on the findings and conclusions above, it is the decision of the Hearing Examiner to approve the proposed Rezone subject to the following conditions:

1. If/when development occurs, the project will be developed in substantial conformance with SMC 17C.110.500, Land Use Standards, Commercial Zones, Commercial Design Standards, to maintain compatibility with, and limit the negative impacts on surrounding areas.
2. Provide an archaeological survey of the project area and a report of the findings prior to any ground disturbing activities. This survey and report shall be submitted to WSDAHP and shall meet WSDAHP's Standards for Cultural Resource Reporting.
3. Compliance with City noise standards stated in SMC 10.08D, Public Disturbance Noise. The City's quiet hours are from 10 pm to 7 am. This is important due to Residential uses in area.
4. This approval does not waive the applicant's obligation to comply with all of the requirements of the SMC, including the International Codes, as well as requirements of City Departments and outside agencies with jurisdiction over land development.
5. This project must adhere to any additional performance and development standards documented in comments or required by the City of Spokane, the County of Spokane, the State of Washington, and any federal agency.
6. SMC section 17G.060.240 regulates the expiration of this approval, and Table 17G.060-3 sets forth the time frame for the expiration of all approvals.
7. This approval is subject to the above-stated conditions. By accepting this approval, the applicant acknowledges that these conditions are reasonable and agrees to comply with them. The property may not be developed except in accordance with these conditions and failure to comply with them may result in the revocation of this approval.

SIGNED this 8th day of February, 2022.



Brian T. McGinn
City of Spokane Hearing Examiner

NOTICE OF RIGHT TO APPEAL

Appeals of decisions by the Hearing Examiner are governed by SMC 17G.060.210 and 17G.050.

Decisions by the Hearing Examiner regarding rezones are final. They may be appealed by any party of record by filing a Land Use Petition with the Superior Court of Spokane County. **THE LAND USE PETITION MUST BE FILED AND THE CITY OF SPOKANE MUST BE SERVED WITHIN TWENTY-ONE (21) CALENDAR DAYS OF THE DATE OF THE ISSUANCE OF THE DECISION.** Pursuant to RCW 36.70C.040(4)(a), the date of the issuance of the decision is three days after a written decision is mailed by the local jurisdiction. This decision was mailed on February 9, 2022. **THEREFORE, THE DATE OF THE LAST DAY TO APPEAL IS MARCH 7, 2022, AT 5:00 P.M.**

In addition to paying any Court costs to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the Court.

Pursuant to RCW 36.70B.130, affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Committee Agenda Sheet

Public Safety and Community Health

Submitting Department	City Attorney
Contact Name & Phone	Michael C. Ormsby
Contact Email	mormsby@spokanecity.org
Council Sponsor(s)	Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Special Counsel Contract Amendment
Summary (Background)	<p>The City has an existing contract with Stewart A. Estes and the law firm of KEATING, BUCKLIN & McCORMACK, INC., P.S., as outside counsel services and advice in the legal matter of <u>Estate of David Novak, et al. v. City of Spokane, et al.</u> This is a lawsuit against the City, an SPD detective, Chief Meidl, and former-Mayor Condon for the alleged wrongful death of David Novak in February 2019. Discovery in this case has been expedited and ten to twelve depositions and other discovery are being scheduled. The City has a motion for summary judgment that is schedule for April 27th. The City believes some of the causes of action in the Complaint will be dismissed. This may make it easier to resolve the case.</p> <p>This amendment will increase the contract by \$125,000 for a total contract amount of \$374,500.00.</p>
Proposed Council Action & Date:	Committee review on April 11 th with Council Approval on April 18 th
Fiscal Impact: Total Cost: <u>\$125,000.00</u> Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: City Risk Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A

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

N/A

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

N/A



City of Spokane
**OUTSIDE COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 800 Fifth Avenue, Suite 4141, Seattle, Washington 98104-3175, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of THE ESTATE OF DAVID NOVAK, ET. AL. v. CITY OF SPOKANE, ET. AL., and

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

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

1. CONTRACT DOCUMENTS.

The Contract, attested by the City Clerk on September 6, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on February 15, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **THREE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$374,500.00).**

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

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

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney