

Urban Experience Committee
Agenda for 1:15 p.m. Monday, September 11, 2023

The Spokane City Council's Urban Experience Committee meeting will be held at **1:15 p.m. on September 11, 2023**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at my.spokanecity.org/citycable5/live/ and www.facebook.com/spokanecitycouncil or by calling 1-408-418-9388 and entering the access code #2483 019 8589; 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 2nd Monday of each month at 1:15 p.m. unless otherwise posted.

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

AGENDA ATTACHED

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

Agenda - 11 September 2023

1 **Call to Order**

2 **Approval of Minutes**

Approval of July 10, 2023, meeting minutes

3 **Discussion Items**

3.1 **Spokane Arts Update**

15 min

Update from Spokane Arts

3.2 **Ordinance to Clarify Rules for Animal Control in Spokane**

10 min

The City of Spokane contracts with the Spokane County Regional Animal Program (SCRAPS) to provide animal control services within the City under an interlocal agreement entered into in January 2019. The current contract has a seven-year term and expires in December 2025.

3.3 **03 1.03 - Monthly DSC Permit Report**

5 min

Bishop, Stephanie

Monthly report from Steve MacDonald on DSC Permits

3.4 **Resolution Adding 29th Avenue as a Pedestrian Street for Plan Commission 2022-23 Workplan**

10 min

Wright, Christopher

Resolution adding the designation of 29th Avenue as a “pedestrian Street” to the 2022—23 work plan for the Plan Commission.

3.5 Budget Agreement Between City Council and Public Works

5 min

Zappone, Zack, Martin, Abigail M.

3.6 03 1.06 - A Resolution Censuring Mayor Woodward

10 min

Zappone, Zack, Gunn, Jeff

A resolution formally censuring Mayor Woodward following her public appearance with former Washington State representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist, Sean Feucht.

4 Consent Items

4.1 Three MFTE Conditional Agreements

Beck, Amanda

Sponsors: CMs Kinnear, Wilkerson, Bingle, Cathcart

Twelve Year Affordable Exemptions: Khinda Stuart Townhomes (3134 N Stuart St), Khinda Liberty Townhomes (18 E Liberty Ave), and A Wolf Apartments (3925 E 32nd Ave)

Staff has determined that these projects meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Area identified in SMC 08.15.030

4.2 Wastewater Office Remodel & Electrical Infrastructure Upgrade

Steele, David

The Facilities Department, in support of the Wastewater Department, is working to complete an office space remodel and significant electrical infrastructure upgrade and equipment replacement at the main Wastewater Office building located at 909 East Sprague.

4.3 Wastewater Office Remodel & Electrical Infrastructure Rebuild

Steele, David

The Facilities Department, in support of the Wastewater Department, is working to complete an office space remodel and significant electrical infrastructure upgrade and equipment replacement at the main Wastewater Office building located at 909 East Sprague.

4.4 Citywide HVAC Master Controls Contracts

Steele, David

The Facilities Department in partnership with the City Purchasing Department has completed the procurement process for a Citywide HVAC Master Controls Contracts. These contracts will provide master contract (or value blanket contract) access to various departments for the standardized purchase of HVAC equipment and the installation and maintenance / servicing of HVAC management software, control systems, equipment, sensors, and other HVAC system components.

4.5 Northeast Community Center – Lease Term Extension / Deed of Trust

Steele, David

The Facilities Department in partnership with the Northeast Community Center leadership, is forwarding a lease term extension, NECC/MultiCare Lease Agreement, and consent to Deed of Trust for the Northeast Community Center. These documents will allow the Northeast Community Center to fulfill specific Department of Commerce loan requirements related to an ongoing application for future dollars.

4.6 Municipal Court Intent to Apply for Funding through the Washington Traffic Safety Commission

Thompson, Sarah

Sponsor: CM Wilkerson

Municipal Court intends to apply for funding through the Washington Traffic Safety Commission to support the DUI Court program October 1, 2023, through September 30, 2024. DUI Court is seeking \$227,500 in funding to support:

- Drug and Alcohol testing in the amount of \$100,000
- Training and Travel in the amount of \$25,000
- Transportation in the amount of \$10,000
- Community Engagement in the amount of \$2,500
- Interlock assistance in the amount of \$30,000
- Evaluation services in the amount of \$20,000
- Electronic Home Monitoring in the amount of \$40,000

4.7 SWD-Ash transportation and disposal services

Averyt, Chris

Council Sponsor: CP Kinnear. Contract award to Waste Connections for the transportation and disposal of incinerator ash from the Waste to Energy Facility.

4.8 WA Commerce Grant, Middle Housing Grant Application

Black, Tirrell

Sponsors: CM Cathcart & Wilkerson

WA Commerce announced the availability of 2023-2025 Middle Housing Grant funds of \$75,000 with two funding rounds. The City would like to apply for this grant to implement development code text amendments and a study to provide recommendations for infrastructure and/or processing discrepancies between SFRs and middle housing.

4.9 2024 Connecting Housing to Infrastructure Program (CHIP) Grant

Sulya, Nathan

Grant for funding utility infrastructure for the low-income housing projects.

4.10 Council Sponsor CM Stratton - Purchase of Used Undercover Unit for SPD.

Giddings, Richard

5 Executive Session

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

6 Adjournment

7 Next Meeting

The next meeting of the Urban Experience Committee will be held at 1:15 p.m. on October 9, 2023.

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1

1 - Call to Order

2 - Approval of Minutes

Approval of July 10, 2023, meeting minutes

| For Decision

Attachments

[Urban Experience Committee Minutes 07-10-23.docx](#)

STANDING COMMITTEE MINUTES
City of Spokane
Urban Experience Committee July 10, 2023

Call to Order: 1:20 pm.

Recording of the meeting may be viewed here: <https://my.spokanecity.org/citycable5/live/>

Attendance

Committee Members Present: CM Stratton (Chair), CM Zappone (Vice Chair), CP Beggs (arrived 1:45)), CM Kinnear, CM Cathcart, CM Wilkerson, CM Bingle (virtual)

Staff/Others Present: Chris Wright, Hannahlee Allers, Abbey Martin, Giacobbe Byrd, Nicolette Ocheltree, Kelly Thomas, Ginny Ramos, Mark Carlos, Kevin Freibott, Spencer Gardner, Teri Stripes, Steve MacDonald, Garrett Jones, Jenn Cerecedes, Alex Gibilisco, Kim McCollim, Richard Culton, Kevin Picanco, Lynden Smithson, Amanda Beck, Jesse Bank, Andrew Chanse, David Dunkin, Jacqui McConnell, Melissa Huggins, Kelsey Pearson, Kim Ferraro, Freda Gandy.

Approval of Minutes

- Action taken
CM Bingle moved to approve the minutes of the June 12th meeting. The motion was seconded by CM Zappone.
The minutes were approved by a vote of 6-0 (CP Beggs not present during this vote).

Agenda Items

Discussion items

1. Monthly DSC Permit Report – Steve MacDonald (5 Minutes)
 - Action taken:
Presentation and discussion. Sponsored by CM Stratton.
2. NEPDA Request for Property Transfer of 3011 E Wellesley Ave – Jesse Bank (10 minutes)
 - Action taken:
Presentation and discussion. Sponsored by CM Stratton.
3. Spokane Arts Update – Melissa Huggins (10 minutes)
 - Action taken:
Presentation and discussion. Sponsored by CM Stratton.
4. Civil Service Update – Kelsey Pearson (10 minutes)
 - Action taken:
Presentation and discussion only. Sponsored by CM Stratton.

5. Spokane Library Update – Andrew Chanse (10 Minutes)
 - Action taken:
Presentation and discussion. Sponsored by CM Zappone.
6. Council President Appointment Resolution – Giacobbe Byrd (5 Minutes)
 - Action taken:
Presentation and discussion only. Sponsors: CM Kinnear, CM Stratton.
7. 2023 Boards and Commissions Updates Resolution – (5 Minutes)
 - Action taken:
Presentation and discussion. Sponsors: CM Kinnear, CM Stratton.
8. Resolution Appointing Sustainability Initiative Manager – Giacobbe Byrd (5 Minutes)
 - Action taken:
Presentation and discussion. Sponsors: CP Beggs & CM Kinnear.
9. Kendall Yards 7th Addition – WQTIF Funds – Kevin Freibott (5 Minutes)
 - Action taken:
Presentation and discussion. Sponsors: CM Stratton & CM Zappone.
10. Commerce SDG Grant Acceptance – Jenn Cerecedes (5 Minutes)
 - Action taken:
Presentation and discussion. Sponsor: CM Stratton.
11. Northeast Community Center Association Triplex Project Funding Change Request – Richard Culton (5 Minutes)
 - Action taken:
Presentation and discussion. Update only; already approved by Council 3/27/23, but submitted to agenda to review/discuss funding change.
12. ARPA Subarea Planning Update – Spencer Gardner (5 Minutes)
 - Action taken:
Presentation and discussion/update.
13. Transportation Grant Opportunity - TIB – Kevin Picanco (5 Minutes)
 - Action taken:
Presentation and discussion. Sponsor: CM Stratton. Also briefed on Latah Bridge resolution that CP Beggs will be adding to the Legislative agenda tonight.
14. Responsible Bidder Program – CP Beggs (5 Minutes)
 - Action taken:
Presentation and discussion. Sponsor: CP Beggs.
15. CDBG Funding for Community Center – Kim Ferraro, Freda Gandy (10 Minutes)
 - Action taken:
Presentation and discussion/update from Kim Ferraro of the West Central Community Center, and Freda Gandy from the Martin Luther King, Jr. Center. Sponsor: CM Stratton.

Consent items

1. 5500 Master Value Blanket Aggregate Materials with Action Materials (Purchasing)
2. 5500 Master Value Blanket Aggregate Materials with Wm. Winkler Company (Purchasing)
3. 907 E Indiana MFTE Conditional Agreement (Planning & Economic Development)

4. Outside Counsel Contract Amendment (City Legal)
5. SFD CFSH Purchase (Spokane Fire Department)

Executive Session

None.

Adjournment

The meeting adjourned at 2:55 p.m.

Prepared by:

Kelly Thomas

Approved by:

Councilmember Karen Stratton
Urban Experience Committee Chair

3 - Discussion Items 1

3.1 - Spokane Arts Update

Update from Spokane Arts

| For Discussion

3.2 - Ordinance to Clarify Rules for Animal Control in Spokane

The City of Spokane contracts with the Spokane County Regional Animal Program (SCRAPS) to provide animal control services within the City under an interlocal agreement entered into in January 2019. The current contract has a seven-year term and expires in December 2025.

Attachments

[BP- Scraps Ordinance \(Final 09-05-23\).docx](#)

[SCRAPS Ord Draft \(v4 08-30-23\) \(Clean\) .docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Chris Wright, Shae Blackwell
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	CM Cathcart, CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Ordinance amending and expanding SMC provisions to provide clear rules for animal control in City of Spokane, including rules for euthanasia.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane contracts with the Spokane County Regional Animal Program (SCRAPS) to provide animal control services within the City under an interlocal agreement entered into in January 2019. The current contract has a seven-year term and expires in December 2025.</p> <p>The interlocal agreement is meant to provide for enforcement of City code provisions, and absent any applicable SMC provisions, then SCRAPS will follow animal control rules in the Spokane County Code and state law. Spokane Municipal Code currently incorporates by reference certain the Spokane County provisions regarding animal control, specifically provisions relating to retention of animals, returning animals to owners, and euthanasia. There is no separate statement in the Spokane Municipal Code regarding euthanasia, and the County Code grants more discretion to the SCRAPS director to euthanize animals for lack of capacity. Without a clear rule on euthanasia in Spokane Municipal Code, the interlocal agreement essentially defaults to the Spokane County Code. The practical result is impounded animals from within city limits are subject to euthanasia if SCRAPS lacks the capacity to hold them.</p> <p>The ordinance is intended to adopt a clear legal statement in the SMC against euthanasia of animals solely on the basis of lack of capacity to hold them. The ordinance also specifically states that euthanasia is only permitted for impounded dogs and cats when “a veterinarian determines the animal is severely injured, sick, diseased, or suffering,” which is the state standard for euthanasia.</p> <p>City Legal is currently working with the county on possible revisions to the interlocal agreement to clarify euthanasia rules and other provisions. It was felt that regardless of any changes in the interlocal agreement that an ordinance change was needed to prevent euthanasia of otherwise healthy animals.</p> <p>The ordinance includes an emergency clause. This is viewed as necessary to ensure the ordinance becomes effective as soon as possible to prevent further unnecessary euthanasia of animals while waiting for the effective date of the ordinance</p>

Proposed Council Action	<input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution Committee review: UE 09-11-23 Advance / Final Agenda: 09-18-23 Council Action: 09-18-23.
Fiscal Impact Total Cost: <u>Unknown</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: Opioid settlement funds Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) Immediate operational impacts are indirect and will be borne by SCRAPS, not the City per se, and exact operational impacts are unknown. it is possible a change in euthanasia standards will affect the services to the City under the interlocal agreement with SCRAPS and could eventually result in greater costs to the City arising from longer animal stays.	
What impacts would the proposal have on historically excluded communities? Not Applicable	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The City receives data on animal control services provided under the interlocal agreement.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The ordinance is proposed in response to considerable community outcry over SCRAPS euthanasia practices and policies, which appear to be inordinately influenced by lack of capacity rather than animal health.	

ORDINANCE NO. C-_____

An ordinance relating to animal control regulations, amending section 10.74.030 and establishing new sections 10.74.090, 10.74.100, and 10.74.110 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, pursuant to that “Restated Interlocal Agreement for Animal Control Services in the City of Spokane” (hereafter the Agreement”), the City of Spokane contracts with Spokane County, operating through the Spokane Regional Animal Control Facility (commonly known as “SCRAPS”), to provide animal control and shelter services within the City of Spokane; and

WHEREAS, the Agreement is effective for the period from January 1, 2019 through December 31, 2025, and SCRAPS is currently providing animal control and shelter services within the City of Spokane; and

WHEREAS, the Agreement requires that animal control and shelter services provided for the City of Spokane be consistent with the Spokane Municipal Code, the Spokane County Code, and state law, with any conflict in local, county and state law to be resolved in favor of the enforcement of the Spokane Municipal Code; and

WHEREAS, numerous organizations and individuals have expressed concerns about alleged regular practices of euthanasia at SCRAPS that are inconsistent with the standards for euthanasia under the Agreement; and

WHEREAS, the City Council wishes to amend the Spokane Municipal Code to more closely align with the animal control and shelter practices that were intended to be implemented during the previous negotiation of the Agreement, ensuring the Agreement is implemented in a manner that is consistent the municipal code and the City’s policy on euthanasia.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.74.030 of the Spokane Municipal Code is amended to read as follows:

Section 10.74.030 Sections Not Adopted

The following sections of chapters 5.04 and 5.12 of the Spokane County Code (SCC) are not adopted by reference and are expressly deleted.

5.04.032 Declaration of dangerous dog – Administrative appeal hearing and appeal
 – Impounding of dog

- 5.04.033 Determination of potentially dangerous dog – Notice, administrative review, and appeal
- 5.04.035 Registration of dangerous dogs – Requirements – Annual Fee
- 5.04.036 Dangerous dog – Identification
- 5.04.060 Impounding of dogs—Notice of owner or keeper—Redemption—Fee
- 5.04.066 Impounding of cats—Notice to owner or keeper—Redemption—Fee
- 5.12.100 Enforcement provisions

Section 2. That there is enacted a new section 10.74.090 of the Spokane Municipal Code to read as follows:

Section 10.74.090 Impounding of dogs – Notice of owner or keeper – Redemption – Fee

- A. The director may impound any dog(s) committing any of the acts prohibited by this code or chapter 16.08 RCW, and any dog determined by the director to be in danger of being subjected to cruel treatment as defined by this chapter or chapter 16.52 RCW or abandoned under 16.54 RCW, or found to be sick, injured or dead.
- B. The director upon impounding a dog shall record the breed, color and sex of the dog, and whether or not the dog is wearing a current license tag. If the dog is currently licensed, the director shall also record the name and address of the owner or keeper and the number of the license tag. If the dog is not returned to its owner or keeper, the director shall notify the owner or keeper either by mail, telephone or in-person that the dog has been impounded and where it may be redeemed. Any dog identified as currently licensed and impounded pursuant to this chapter shall be held for the owner or keeper for at least one hundred twenty hours from the time of impoundment. Any unlicensed dog shall be held for the owner or keeper for at least seventy-two hours from the time of impoundment.
- C. Any impounded dog not redeemed after the expiration of the holding period as provided in subsection (B) of this section shall be deemed abandoned and ownership shall be vested in SCRAPS, and the dog may be adopted out, transferred to an animal shelter or animal rescue approved by the director, or humanely euthanized. All adoptions shall be conducted pursuant to Spokane County Code Section 5.04.064.
- D. Notwithstanding the holding periods referenced in subsection (B) of this section, the director may in accordance with policy established by SCRAPS, authorize

any unlicensed impounded dog be humanely euthanized only if a veterinarian determines the animal is severely injured, sick, diseased, or suffering.

- E. Any dog impounded pursuant to this section may be redeemed by the owner or keeper upon compliance with the redemption procedures in Spokane County Code Section 5.04.110 and payment of all redemption fees as prescribed in the department fee schedule.
- F. Any dog running at large during a rabies quarantine shall be immediately impounded by SCRAPS and kept at the animal care and control facility or an animal shelter for the remainder of the quarantine at the owner's or keeper's expense.

Section 3. That there is enacted a new section 10.74.100 of the Spokane Municipal Code to read as follows:

Section 10.74.100 Impounding of cats – Notice of owner or keeper – Redemption – Fee

- A. The director may impound any cat(s) committing any of the acts prohibited by this code that is in danger of being subjected to cruel treatment, as defined by this chapter or chapters 16.52 and 16.54 RCW, or found to be sick, injured, or dead.
- B. The director upon the impounding of a cat shall record the breed, color and sex of the cat, and whether or not the cat is wearing a current license tag. If currently licensed, the director shall also record the name and address of the owner or keeper and number of the license tag. If the cat is not returned to its licensed owner or keeper, the director shall notify the cat's owner or keeper either by mail, or telephone, or personal notice that the cat has been impounded and where it may be redeemed. Any cat identified as currently licensed and impounded pursuant to this chapter shall be held for the owner or keeper for at least one hundred twenty hours from the time of impoundment. The length of time an unlicensed cat is to be held depends on the temperament of the animal, if the animal is sick or injured, space available in the animal care and control facility, and whether placement through adoption or transfer to an animal shelter or animal rescue approved by the director is available.
- C. Any impounded cat(s) not redeemed after the expiration of the holding period as provided in subsection (B) of this section shall be deemed abandoned, ownership vested in SCRAPS and the cat may be adopted out, transferred to an animal shelter or animal rescue approved by the director identified as community cat program eligible, or humanely euthanized. All cats adopted out shall be pursuant to Spokane County Code Section 5.04.064.

- D. Notwithstanding the holding periods referenced in subsection (B) of this section, the director may in accordance with policy established by SCRAPS, authorize any impounded cat to be humanely euthanized only if a veterinarian determines the animal is severely injured, sick, diseased, or suffering.
- E. Any cat impounded pursuant to this section may be redeemed by the owner or keeper upon compliance with the redemption procedures in Spokane County Code Section 5.04.110 and payment of all redemption fees as prescribed in the department fee schedule.
- F. Any cat running at large during a rabies quarantine shall be immediately impounded by SCRAPS and kept at the animal care and control facility or animal shelter for the remainder of the quarantine at the owner's or keeper's expense.

Section 4. That there is enacted a new section 10.74.110 of the Spokane Municipal Code to read as follows:

Section 10.74.110 Enforcement provisions

- A. **Revocation of License.** A license issued pursuant to this chapter may be revoked by the director for failure of the licensee to comply with any license conditions or any other provisions of this chapter. The director shall in writing, advise the licensee of the specific license condition(s) and/or provisions of the chapter violated, the date that his/her license is to be revoked, and his/her right to appeal the license revocation by filing a written appeal within ten calendar days of receipt of notification from the director. The written appeal shall be submitted in writing to the Spokane County hearing examiner. The written appeal shall specify the reason(s) why his/her license should not be revoked. In the event any person appeals his/her license revocation, all inherently dangerous mammal(s) and/or inherently dangerous reptile(s) shall be impounded under subsection (b) hereinafter until the appeal is concluded with finality. Upon receipt of a written appeal, the Spokane County hearing examiner shall schedule a hearing to consider the appeal. The licensee shall be given at least ten calendar days notice of the hearing date before the hearing examiner. The decision of the hearing examiner shall be final and binding, unless within fourteen calendar days of the hearing examiner's written decision, the licensee appeals the hearing examiner said decision to the board of county commissioners. If the hearing examiner's decision is appealed, the board of county commissioners shall consider the appeal on the record of the hearing examiner. The decision of the board of county commissioners shall be in writing and may be appealed to the Spokane County Superior Court within thirty days in the manner provided under the general laws of the state.

If a license is revoked, the owner of the animal(s) which is/are the subject of the license shall transfer ownership of the animal(s) by sale or gift to another person who already is in compliance with this chapter, with the written approval of the

director, and provided the other person has or can obtain the license required by this chapter. In the alternative and with the written approval of the director, the animal(s) can be permanently removed from the unincorporated area of Spokane County.

- B. Impoundment—Disposition of Impounded Animals. Any inherently dangerous mammal and/or inherently dangerous reptile which is kept by any person in violation of this chapter may be taken up and impounded by a code enforcement officer, an animal control director, or a law enforcement officer for the protection and health of the animal and/or for the protection of the health, safety and welfare of the public. Cost of take-up, impoundment, care and boarding of the animal will be charged to its owner or harborer regardless of whether the animal is claimed by or returned to said owner or harborer.

The owner or harborer of the animal can reclaim the animal only if the person is in compliance with this chapter and only after all fines and costs have been paid by the owner or harborer. Any other intended disposition of the animal requires the approval of the director.

- C. If no owner or harborer can be located or will claim the animal within five calendar days after impoundment, the director may cause the sale, adoption, or donation of the animal. Prior to any sale, adoption, or donation of any animal, the director shall mail written notice to the last known address, if any, of the owner or harborer. If the director is unaware of any last known owner or harborer, the director shall cause to be published once in the county legal newspaper his/her intention to cause the sale, adoption, or donation of such animal unless the same is reclaimed within five days of the first day of publication.
- D. In addition to any other provisions of this chapter regulating the euthanasia of inherently dangerous mammals and/or inherently dangerous reptiles, inherently dangerous mammals and/or inherently dangerous reptiles harbored or owned in violation of this chapter may be subject to euthanasia if any one of the following exigent circumstances is deemed to exist by the director:
1. The animal presents an imminent likelihood of serious physical harm to the public and there is no other reasonably available means of abatement;
or
 2. The animal suffers from a communicable disease injurious to other animals or human beings, as determined by the Spokane County health officer; provided, that this section shall not apply if the animal is under treatment by a licensed veterinarian and may reasonably be expected to recover without infecting other animals or human beings.

- E. Notwithstanding any other provisions in Title 10.74 of Spokane Municipal Code, Code, it shall be unlawful to euthanize any animal solely on the basis of lack of capacity at a holding facility, shelter or other animal control facility.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerk Corrections. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 7. Emergency Clause. The City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

3.3 - 03 1.03 - Monthly DSC Permit Report

Bishop, Stephanie

Monthly report from Steve MacDonald on DSC Permits

| For Discussion

Attachments

[Briefing Paper UE 230911.docx](#)

Committee Agenda Sheet

URBAN EXPERIENCE

Monday, September 11, 2023

Submitting Department	Community & Economic Development Division
Contact Name & Phone	Steve MacDonald – x6835
Contact Email	smacdonald@spokanecity.org
Council Sponsor(s)	CM Karen Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Monthly DSC Permit Report
Summary (Background)	<p>Presentation of current permit information for Development Services Center, including: (All stats are year-to-date through the end of the prior month.)</p> <ul style="list-style-type: none"> - Total Building Permits Issued - Total Residential Units Issued <ul style="list-style-type: none"> Multi-Family Housing Units Single-Family Residences Duplexes ADUs - Housing in the Pipeline <ul style="list-style-type: none"> In Plan Review Scheduled for Pre-Development Multi-Family Tax Exemption Conditional Contracts - Largest Construction Valuation Projects This Year - Council District Information
Proposed Council Action & Date:	None (Informational for Council) – September 11, 2023
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? N/A	

3.4 - Resolution Adding 29th Avenue as a Pedestrian Street for Plan Commission 2022-23 Workplan

Wright, Christopher

Resolution adding the designation of 29th Avenue as a “pedestrian Street” to the 2022—23 work plan for the Plan Commission.

Attachments

[BP- 29th Avenue Resolution \(v1 09-06-23\).docx](#)

[RES - Lincoln Hts PPlan Comm Workplan \(v4 Clean\).docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Resolution adding the designation of 29 th Avenue as a “pedestrian Street” to the 2022—23 work plan for the Plan Commission.
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Pursuant to SMC 4.12.080, the City Council adopts by resolution an annual work program for the Plan Commission and assigns to it certain policy and planning issues for consideration. The last current workplan was adopted by resolution on October 24, 2022 and later amended earlier this year with the addition of two items.</p> <p>This resolution adds an additional item concerning 29th Avenue. The Lincoln Heights Neighborhood Council has determined that an immediate priority for the neighborhood was designation of 29th Avenue from Martin Street to Fiske Street as a “Pedestrian Street” pursuant to SMC 17A.020.160.</p> <p>After discussion with Planning Services director, it was agreed to add this item to the current plan rather than wait for a newer work plan in 2024 (it can be carried over into the new plan when that is adopted by the Council).</p> <p>The Lincoln Heights neighborhood council and the Spokane South Hill Coalition has been engaged in extensive planning for the area since at least 2014. They developed a Connectivity and Livability Strategic Plan for Spokane’s south hill region, which included the goal of a more pedestrian and less auto-centric development of the Lincoln Heights area. Later, in 2016, the neighborhood council developed the Lincoln Heights District Center Plan, which included specific recommendations for making the business core of Lincoln Heights more pedestrian-friendly and less dependent on automobile transportation. The designation of 129th Avenue as a “pedestrian Street” under the SMC is an important step in that effort.</p> <p>The resolution is consistent both with area planning for Lincoln Heights and current comprehensive plan provisions.</p>
Proposed Council Action	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution Committee review: UE 09-11-23 Advance / Final Agenda: 09-18-23 Council Action: 09-18-23.
Fiscal Impact Total Cost: <u>Unknown</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	

Funding Source ☐ One-time ☐ Recurring

Specify funding source: Opioid settlement funds

Expense Occurrence ☐ One-time ☐ Recurring

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

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

The resolution adds an additional work item to the Plan Commission's agenda. Adding the item to the work plan assumes that city planning staff will need to research and support the Plan Commission's review of the designation of 29th Avenue from Martin Street to Fiske Street as a pedestrian street. Precise direct and indirect cost of that review is unknown at this time.

What impacts would the proposal have on historically excluded communities?

An important component of the City's comprehensive plan is "Social Health," an element that ensures that long-term planning includes a discussion and specific goals to enhance "qualitative" life in the city, and specific goals to encourage diversity in each neighborhood. It is expected that review of the proposal by the Plan Commission will identify whether the proposal to designate 29th Avenue as a "Pedestrian Street" serves those goals.

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

Not applicable

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

Plan Commission review is expected to identify benefits and downsides of designation of 29th Avenue as a "Pedestrian Street" under the land use code.

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 resolution is consistent with the City's Comprehensive Plan, including policies and goals to enhance pedestrian safety and access within and around designated Centers, especially policies LU 2.2, LU 3.2, LU 4.1, LU 4.2, and TR 6. It is consistent with the 2014 Connectivity and Livability Strategic Plan (the "Strategic Plan") for Spokane's south hill region and the 2016 Lincoln Heights District Center Plan.

RESOLUTION NO. 2023-_____

A resolution adding a Lincoln Heights project to the Spokane Plan Commission's 2022-2023 Work Program.

WHEREAS, pursuant to Spokane City Charter Section 127 and Spokane Municipal Code Section 4.12.080, the City Council adopts by resolution an annual work program which assigns certain policy and planning issues for consideration by the Plan Commission; and

WHEREAS, Resolution No. 2022-0091, passed by the City Council on October 24, 2022 and later amended in 2023 by Resolution 2023-0041, established a work program for the Plan Commission for the years 2022-2023 and further committed to reviewing the work program periodically to determine if further revisions are necessary; and

WHEREAS, the area centered on 29th Avenue and Regal Street in the Lincoln Heights neighborhood is designated a District Center in the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan includes policies and goals to enhance pedestrian safety and access within and around designated Centers, especially policies LU 2.2, LU 3.2, LU 4.1, LU 4.2, and TR 6; and

WHEREAS, the Spokane South Hill Coalition in June 2014 adopted a Connectivity and Livability Strategic Plan (the "Strategic Plan") for Spokane's south hill region, including Lincoln Heights neighborhood, which included the goal of a more pedestrian and less auto-centric development of the Lincoln Heights area; and

WHEREAS, consistent with the Strategic Plan, the Lincoln Heights neighborhood developed the Lincoln Heights District Center Plan ("District Plan") in June 2016, which included specific recommendations for making the business core of Lincoln Heights more pedestrian-friendly and less dependent on automobile transportation, and included specific recommendations for alterations to 29th Avenue to improve pedestrian safety and walkability; and

WHEREAS, on September 4, 2023 the Lincoln Heights Neighborhood Council reviewed the recommendations in the District Plan, and determined that an immediate priority for the neighborhood was designation of 29th Avenue from Martin Street to Fiske Street as a "Pedestrian Street" pursuant to SMC 17A.020.160; and

WHEREAS, designation of 29th Avenue from Martin Street to Fiske Street as a "Pedestrian Street" on the Official Zoning Map will ensure that commercial and residential development along 29th Avenue supports a walkable environment and furthers the goals of the Comprehensive Plan and previous neighborhood planning efforts.

NOW, THEREFORE BE IT RESOLVED that an additional item is added to the Spokane Plan Commission's Work Program for 2022-2023, including a review of

designation of 29th Avenue from Martin Street to Fiske Street as a "Pedestrian Street" pursuant to SMC 17A.040.040(A).

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

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

3.5

5 min

3.5 - Budget Agreement Between City Council and Public Works

***Zappone, Zack,
Martin, Abigail M.***

Attachments

[Budget Agreement CC and PW BP.docx](#)

[Budget Agreement re Maintenance Traffic Calming Funds_9.6.23 \(CJW edits\)\(C~.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 6718
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	BUDGET AGREEMENT between CITY COUNCIL and PUBLIC WORKS
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A budget agreement between the Spokane City Council and the City of Spokane Public Works Department
Proposed Council Action	Vote to approve Oct 2 nd , 2023
Fiscal Impact Total Cost: <u>\$550, 000 (one time) \$400,000 (annually)</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Traffic Calming Fund Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

--

City Clerk's No. _____

**BUDGET AGREEMENT
between
CITY COUNCIL and PUBLIC WORKS**

THIS BUDGET GRANT AGREEMENT ("Agreement") sets forth the understanding of the City of Spokane Public Works Division ("Public Works") and the Spokane City Council ("Council") with respect to appropriations to Public Works from the Traffic Calming Measures Fund for the purposes of Operations and Maintenance related to traffic calming installations.

Recitals

- A. The City recognizes a continued need to maintain traffic calming infrastructure to ensure the safety of drivers, pedestrians, bicyclists and other users of the public right-of-way.
- B. In 2010 the Council enacted SMC 07.08.148 and thereby established the "Traffic Calming Measures Fund" (the "TCM Fund"). Revenue generated by photo-radar and photo red programs authorized under SMC 16A.64.220 and 16A.64.260 are directed to the Fund and used for the purposes set forth in SMC 07.08.148.
- C. Consistent with Resolution 2017-0106, the Council historically has appropriated revenue received by the TCM Fund to several purposes, including (a) capital improvements to streets and city infrastructure with demonstrated success in traffic calming; and (b) costs to administer and enforce the photo-radar and photo-red programs, including police personnel.
- D. Public Works wishes to establish a program to maintain the integrity and functional operation of traffic calming infrastructure, including sidewalks, pathways, speed humps, curb extensions, bike lanes, medians, and related infrastructure features. This program will consist of two parts: 1) making available reserve budget to fund additional maintenance staff time as needed for specialized maintenance activities related to the repair, replacement and ongoing function of traffic calming features, and 2) purchasing capital equipment necessary to accomplish the ongoing operations and maintenance activities specific to traffic calming infrastructure, including sweeping, snow-plowing and other maintenance activities such as clearing vegetation. (the "Program") The initial program is expected to operate until December 31, 2024.

Therefore, the Parties hereby agree as follows:

TRAFFIC CALMING REPORTING.

- A. The Streets Department will report quarterly to the Public Infrastructure, Environmental and Sustainability ("PIES") Committee of the Council or more frequently as may be practicable, the following information for each quarter:

- The number of occasions when staff was deployed for each type of maintenance activity specifically related to the maintenance of traffic calming infrastructure, including but not limited to sweeping, plowing, clearing of vegetation, and repair and reinstallation of traffic calming features such as bike lanes, striping, signage, pedestrian refuge islands, curb extensions and median barriers.
- B. The Program shall operate through December 31, 2025. Prior to expanding the program to hire additional traffic calming maintenance staff and to continue beyond fiscal year 2024, the Council and Public Works will consult regarding the efficiency and effectiveness of the maintenance activities carried out through the Program.
1. ADDITIONAL LABOR EXPENSES. Subject to the expectations set forth in this Agreement, and commencing no later than November 15, 2023, Council will appropriate an additional \$400,000 annually to cover additional labor expenses incurred by Streets Department staff specifically for specialized as-needed activities necessary for ongoing repair, replacement and maintenance of traffic calming infrastructure including but not limited to sweeping, snow plowing, bike lane and crosswalk re-striping, reinstallation of pavement symbols, clearing of vegetation, sidewalk and ramp repair, bike lane and pedestrian crossing signage repair or replacement, wayfinding signage repair or replacement, speed radar equipment repair, replacement of bollards and flexible traffic delineators, and repair of curb extensions and pedestrian refuge islands. Funds reserved in the TCM Fund for this purpose shall be available for expenses incurred by the Streets Department until exhausted.
2. TRAFFIC CALMING MAINTENANCE EQUIPMENT PURCHASE. Subject to the expectations set forth in this agreement, Council will appropriate a sum of \$550,000 from the TCM Fund to be used toward purchase of maintenance equipment to be operated by the Streets Department for sweeping and plowing infrastructure related to traffic calming including bike lanes, median refuge islands and street-adjacent separated pathways.
- A. The Streets Department will provide a report to the Traffic Calming Subcommittee of the City Council when equipment has been purchased.
- B. The Streets Department will report quarterly to the Public Infrastructure, Environmental and Sustainability (“PIES”) Committee, or more frequently as may be practicable, as to the following information for each quarter:
- The traffic calming maintenance activities completed each quarter in terms of mileage including but not limited to number of miles swept, cleared of vegetation, and plowed, and number of locations repaired, reinstalled, or restriped.

- C. The program shall operate through December 31, 2025. Prior to expanding the program to continue beyond fiscal year 2024, the Council and Public Works will consult and determine whether to continue or expand the program.
3. This Budget Agreement shall be effective upon the stated date of passage of a resolution passed by City Council that adopts this Agreement by reference and the corresponding signatures of the Director of Public Works and the City Council President.

Dated: _____

CITY OF SPOKANE

By: _____
Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Approved:

Director of Public Works

3.6 - 03 1.06 - A Resolution Censuring Mayor Woodward

***Zappone, Zack, Gunn,
Jeff***

A resolution formally censuring Mayor Woodward following her public appearance with former Washington State representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist, Sean Feucht.

| For Discussion

Attachments

[Woodward Censure \(Briefing Paper\).docx](#)

[Woodward Censure Clean Final .docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 6718
Council Sponsor(s)	Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	A Resolution Censuring Mayor Woodward
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A Resolution formally censuring Mayor Nadine Woodward following her public appearance with former Washington State Representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist Sean Feucht.
Proposed Council Action	Vote to approve on September 25, 2023
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The action to censure Mayor Woodward following her public appearance with accused domestic terrorist, Matt Shea, and known anti-LGBTQ public figure, Sean Feucht, is an action to show all members of Spokane (and specifically members of the LGBTQ community) that the Spokane City Council does not tolerate hate or discrimination of any kind.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

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

This proposal is directly in alignment with the recently passed motto, "In Spokane, We All Belong"

RESOLUTION NO. 2023-_____

A Resolution formally censuring Mayor Nadine Woodward following her public appearance with former Washington State Representative and alleged domestic terrorist, Matt Shea, and known anti-LGBTQ extremist Sean Feucht.

WHEREAS, Matt Shea represented the 4th legislative district in the Washington House of Representatives from 2009 to 2021; and

WHEREAS, an independent investigation commissioned by the Washington State House of Representatives found that “Representative Shea, as a leader in the Patriot Movement, planned, engaged in and promoted a total of three armed conflicts of political violence against the United States Government in three states outside the state of Washington over a three-year period;” and

WHEREAS, this independent investigation found that Shea “has also used fear to intimidate those who directly oppose him politically...” and Shea and the Patriot Movement “... rely on radicalization of individuals to the point they are willing to take up arms against the United States to carry out their objectives;” and

WHEREAS, Matt Shea has distributed a manifesto titled “Biblical Basis for War” which in part states, “If they do not yield – kill all males;” and

WHEREAS, on August 20, 2023, Mayor Nadine Woodward was at a public event accepting the support of Matt Shea; and

WHEREAS, video images of the public event show that minutes before calling Mayor Nadine Woodward on stage, Matt Shea listed the problems he believes the country is facing, specifically naming homosexual marriage and transgender issues; and

WHEREAS, while thousands of people had to evacuate their homes over the same weekend due to the numerous wildfires in our region, and while our brave first responders worked tirelessly to fight the wildfires, video images of the public event also show Mr. Feucht called for a “fire that would consume Spokane;” and

WHEREAS, video images of the public event show that, following her appearance on stage with Shea and Feucht, Mayor Woodward embraced Shea; and

WHEREAS, many members of the Spokane community have raised concerns about this public appearance and the implications of Mayor Woodward accepting support from Matt Shea; and

WHEREAS, members of the Spokane community have called on elected officials to take responsibility and lead by example and to uphold the values of respect, inclusivity, and compassion; and

WHEREAS, the people of Spokane deserve leadership that upholds the highest standards of integrity, empathy, and respect for all, regardless of their background or beliefs; and

WHEREAS, on August 24, 2023, the Spokane City Council received a letter from a collective of Spokane faith leaders in which they called on the Spokane City Council to hold fast to the separation of church and state, reject attempts to cloak bigotry in religious language, and make clear that civic leaders give no support to the ideology of Christian Nationalism or white supremacy; and

WHEREAS, the Spokane City Council does not condone the hateful and dangerous behavior and beliefs espoused by Matt Shea and Sean Feucht, nor does it condone Mayor Woodward's public appearance with him; and

WHEREAS, on February 8, 2016, the Spokane City Council passed resolution 2016-0014, which expressed the Council's desire to sign the International Charter for Compassionate Communities; and

WHEREAS, Mayor David Condon signed this charter on February 22, 2016; and

WHEREAS, choosing to uphold the principles of compassion is central to a community's ability to create a caring and inclusive culture and climate; and

WHEREAS, on July 10, 2023, the Spokane City Council passed ordinance C36403, which adopted as the motto of the City the phrase "In Spokane We All Belong," which Mayor Woodward returned without her signature; and

WHEREAS, Mayor Woodward's public appearance at the event has received negative, national attention in *Rolling Stone* and *The Washington Post*; and

WHEREAS, the Mayor's participation in the event on August 20, 2023 tarnishes the reputation and image of the City of Spokane and its citizens; and

NOW, THEREFORE, BE IT RESOLVED the Spokane City Council formally censures Mayor Nadine Woodward for her public appearance with an alleged domestic terrorist who has participated in the planning of taking arms up against the United States of America, and censures her for her preplanned attendance of a concert that promotes anti-LGBTQ and hateful rhetoric; and

BE IT ALSO RESOLVED, that the Spokane City Council maintains its collective pledge to accept and serve all citizens of our community, regardless of race, religion, color, and sexual identity; and will never accept ideologies that promote fear, hatred, violence, and bigotry; and

BE IT ALSO RESOLVED, consistent with its official motto, it is the aspiration of the City of Spokane to enhance the quality of life and to promote sense of belonging for

every single citizen, and that City of Spokane will continue to help make Spokane a better place – where people feel safe, seen, and heard.

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

City Clerk

Approved as to form:

Assistant City Attorney

4 - Consent Items

4.1

4.1 - Three MFTE Conditional Agreements

Beck, Amanda

Sponsors: CMs Kinnear, Wilkerson, Bingle, Cathcart

Twelve Year Affordable Exemptions: Khinda Stuart Townhomes (3134 N Stuart St), Khinda Liberty Townhomes (18 E Liberty Ave), and A Wolf Apartments (3925 E 32nd Ave)

Staff has determined that these projects meet the Project Eligibility defined in SMC 08.15.040 and are located in a previously adopted Residential Target Area identified in SMC 08.15.030

| For Information

Attachments

[Conditional Agreement - 18 E Liberty Ave.docx](#)

[Conditional Agreement - 3134 N Stuart St.docx](#)

[Conditional Agreement - 3925 E 32nd.docx](#)

[Urban Experience Briefing Paper - 18 E Liberty Ave.docx](#)

[Urban Experience Briefing Paper - 3134 N Stuart.docx](#)

[Urban Experience Briefing Paper - 3925 E 32nd Ave.docx](#)



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and KHINDA, AJIT SINGH & HARDISH SINGH, as “Owner/Taxpayer” whose business address is 1405 S KHINDA CT SPOKANE VALLEY, WA 99212.

WITNESSETH:

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 conditional 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:

LIDGERWOOD PARK RESURVEY BLK 137 LTS 11&12 BLK 137

Assessor’s Parcel Number(s) **35053.3615**,

commonly known as

18 E LIBERTY AVE SPOKANE, WA.

WHEREAS, this property is located in the **Spokane Targeted Investment Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, as defined in SMC 08.15.090.

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 Agreement 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. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines “affordable housing” as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household’s monthly income. The duration of this requirement will be the length of the tenant’s current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 6 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 this Conditional Agreement 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 an application for a Final Certificate of Tax Exemption with the City’s Planning and Economic Development Department, which will require 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 Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with 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, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent 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;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and 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 City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. 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 will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access 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) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. 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.

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

14. 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.

15. In the event that any term or clause of this Conditional 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 Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption 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 Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. 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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

KHINDA, AJIT SINGH

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and KHINDA, AJIT SINGH & HARDISH SINGH, as “Owner/Taxpayer” whose business address is 1405 S KHINDA CT SPOKANE VALLEY, WA 99212.

WITNESSETH:

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 conditional 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:

LIDGERWOOD PK RES B137 L9 B137

Assessor’s Parcel Number(s) **35053.3608, 35053.3609**

commonly known as

3134 N STUART ST & 29 E DALTON AVE SPOKANE, WA 99207.

WHEREAS, this property is located in the **Spokane Targeted Investment Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, as defined in SMC 08.15.090.

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 Agreement 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. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines “affordable housing” as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household’s monthly income. The duration of this requirement will be the length of the tenant’s current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 9 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 this Conditional Agreement 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 an application for a Final Certificate of Tax Exemption with the City’s Planning and Economic Development Department, which will require 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 Conditional Agreement and on the Owner/Taxpayer's filing of application for the Final Certificate of Exemption with 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, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent 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;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and 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 City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. 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 will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of

functionality and building amenities and access 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) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. 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.

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

14. 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.

15. In the event that any term or clause of this Conditional 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 Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption 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 Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. 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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

KHINDA, AJIT SINGH

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



PLANNING & ECONOMIC DEVELOPMENT MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS CONDITIONAL AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as “City”, and SEMENIKHIN, PAVEL/WILLIAMS, LEIGHE-ANA, as “Owner/Taxpayer” whose business address is 3925 E 32ND AVE SPOKANE, WA 99223.

WITNESSETH:

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 conditional 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:

LINCOLN HTS S1/2 OF LT 12 BLK 46

Assessor’s Parcel Number(s) **35341.1125**,

commonly known as

3925 E 32ND AVE SPOKANE, WA.

WHEREAS, this property is located in the **Affordable Housing Emphasis Area**, and is eligible to seek a Final Certificate of Tax Exemption post construction under the **12-yr Affordable Rentals of 4-11 Units**, as defined in SMC 08.15.090.

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 Agreement 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. At the time of an application for a Conditional Agreement, the applicant provided a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate.

(a). The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.

4. The Owner/Taxpayer intends to construct on the site, approximately 4 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 this Conditional Agreement 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 an application for a Final Certificate of Tax Exemption with the City's Planning and Economic Development Department, which will require 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 Conditional Agreement and on the

Owner/Taxpayer's filing of application for the Final Certificate of Exemption with 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, that once a Final Certificate of Tax Exemption is issued, to comply with all Annual Reporting requirements set forth in SMC 8.15.100 and contained in the annual report form provided by the City. Thirteen (13) months following the first year of the exemption beginning and every year thereafter, the Owner/Taxpayer will complete and file the appropriate Annual Report required by the terms of their Final Certificate of Tax Exemption with the City's Planning and Economic Development Department. The Annual Report is a declaration verifying upon oath and indicating the following:

(a) a statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year;

(b) a certification that the property has not changed to a commercial use or been used as a transient (short-term rental) basis and, if applicable, that the property has been in compliance with the affordable housing income and rent 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;

(c) for affordable multi-family housing units, information providing the household income, rent and utility cost, of each qualifying as low and moderate-income, which shall be reported on a form provided by the City and signed by the tenants; and

(d) 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, including any owner-occupied units are to be used and occupied for multifamily permanent residential occupancy and 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 City of Spokane's Planning and Economic Development Department and the Spokane County Assessor's Office and removed from eligibility for the tax exemption within 60 days. 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 will be required to rent or sell at least **25%** of the multiple family housing units as affordable housing units to low and moderate-income households and will ensure that the units within the 12-yr program are dispersed throughout the building and distributed proportionally among the buildings; not be clustered in certain sections of the building or stacked; comparable to market-rate units in terms of unit size and leasing terms; and are comparable to market-rate units in terms of functionality and building amenities and access 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) and in SMC 8.15.090 (D).

11. The City agrees the Wastewater General Facilities Charges under SMC 13.03.0732 and the Water General Facilities Charges under SMC 13.04.2042 shall be deferred for the life of the property tax exemption issued under this agreement. If the Owner/Taxpayer maintains qualifying status for the entire exemption period, the wastewater and water general facilities charges set out above shall be waived at the end of the exemption period. If the Owner/Taxpayer fails to maintain qualifying status for the entire exemption period, the wastewater and water general facilities charges will have to be paid in the amounts set forth in SMC 13.03.0734 Appendix A and SMC 13.04.2044 Appendix A within three months of the Owner/Taxpayer receiving notice that the exemption has been terminated.

12. 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.

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

14. 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.

15. In the event that any term or clause of this Conditional 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 Conditional Agreement are declared to be severable.

16. The parties agree that this Conditional Agreement, requires the applicant to file an application for the Final Certificate of Tax Exemption post the construction of the multiple family residential housing units referenced above and that the Final Certificate of Tax Exemption 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 Conditional Agreement requirements as set forth when the applicant applies for the Final Certificate of Tax Exemption based upon applicable amendments and additions to Chapter 84.14 RCW or Chapter 8.15 SMC if the requirements change between the issuance of the Conditional Agreement and the Application for Final Tax Exemption has been submitted.

17. 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

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

DATED this _____ day of _____ 20 _____

CITY OF SPOKANE

SEMENIKHIN, PAVEL/WILLIAMS, LEIGHE-ANA

By:

By:

Mayor, Nadine Woodward

Its:

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
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 <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <u>MFTE - Khinda Townhouses - Building A</u> Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable Rentals of 4-11 Units</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Khinda Townhouses - Building A</u> at the September 25, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>6 units</u>, at <u>18 E LIBERTY AVE SPOKANE, WA</u></p> <ul style="list-style-type: none">• Property is zoned <u>RMF</u> and the proposed use is allowed.• Estimated Construction Costs:• Located in the <u>Nevada Heights</u> neighborhood.
Fiscal Impact:	
Total Cost: <u>\$0</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:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation 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?

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

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



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	<u>Jonathan Bingle, Michael Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
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 <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <u>MFTE - Khinda Townhouses - Building B & C</u> Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable Rentals of 4-11 Units</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>MFTE - Khinda Townhouses - Building B & C</u> at September 25, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>9 units</u>, at <u>3134 N STUART ST SPOKANE, WA</u></p> <ul style="list-style-type: none">• Property is zoned <u>RMF</u> and the proposed use is allowed.• Estimated Construction Costs:• Located in the <u>Nevada Heights</u> neighborhood.
Fiscal Impact:	
Total Cost: <u>\$0</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:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation 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?

Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

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).

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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



PLANNING & ECONOMIC DEVELOPMENT

MFTE Committee Briefing Paper

Urban Experience

Submitting Department	Planning and Economic Development
Contact Name & Phone	Amanda Beck, 509-625-6414
Contact Email	abeck@spokanecity.org
Council Sponsor(s)	<u>Lori Kinnear, Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Multi-Family Tax Exemption (MFTE) Conditional Agreement
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 <u>08.15</u> Multiple-family Housing Property Tax Exemption outlines the City of Spokane MFTE Program and project eligibility.</p> <p>Staff has determined that the <u>A Wolf Apartments</u> Conditional application meets the Project Eligibility defined in SMC <u>08.15.040</u> and is located in a previously adopted Residential Target Areas identified in SMC <u>08.15.030</u>.</p> <p>Once the project is constructed, the applicant intends to finalize as a <u>12-yr Affordable Rentals of 4-11 Units</u>.</p> <p>This Conditional Agreement authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Conditional Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office post construction.</p>
Proposed Council Action & Date:	<p>Approve the MFTE Conditional Agreement for the <u>A Wolf Apartments</u> at the September 25, 2023 City Council Meeting.</p> <p>Project Details: The applicant applied for a Conditional MFTE Agreement for <u>4 units</u>, at <u>3925 E 32ND AVE SPOKANE, WA</u></p> <ul style="list-style-type: none">Property is zoned <u>RSF</u> and the proposed use is allowed.Estimated Construction Costs: <u>720.000</u>Located in the <u>Lincoln Heights</u> neighborhood.
Fiscal Impact:	
Total Cost: <u>\$0</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:	
Expense Occurrence	<input type="checkbox"/> One-time <input type="checkbox"/> Recurring
Other budget impacts: (revenue generating, match requirements, etc.)	

Operation 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;
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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.)

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(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:**

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- (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.

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(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.]

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Title 08 Taxation and Revenue

Chapter 08.15 Multiple-family Housing Property Tax Exemption

Section 08.15.100 Annual Certification and Affordability Certification

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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

4.2

4.2 - Wastewater Office Remodel & Electrical Infrastructure Upgrade

Steele, David

The Facilities Department, in support of the Wastewater Department, is working to complete an office space remodel and significant electrical infrastructure upgrade and equipment replacement at the main Wastewater Office building located at 909 East Sprague.

Attachments

[UE Briefing Paper - 2023 WASTEWATER FACILITY ELECTRICAL UPDATE.docx](#)

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department / Wastewater Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Wastewater Office Remodel & Electrical Infrastructure Rebuild
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in support of the Wastewater Department is working to complete an office space remodel and significant electrical infrastructure upgrade and equipment replacement at the main Wastewater Office building located at 909 East Sprague.</p> <p>This work will develop approximately 1,000 of mezzanine level office space allowing for multiple standard size employee workstations, printer and plotter space, and filing areas. This will require adjustments to HVAC, fire suppression, electrical, and data systems, in addition to the construction of a demising wall and finish work.</p> <p>In conjunction with this work, the electrical infrastructure will receive significant upgrades and rework to provide for multiple light and medium duty vehicle charging stations, replacement of the main building service panel and switchgear, and subpanels throughout the building.</p>
Proposed Council Action	Contract approval
Fiscal Impact Total Expense: <u>\$865,080</u> inclusive of applicable tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: 4310-43387-94350-56501-10193 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <div style="text-align: center; padding: 10px;"> This work will enhance the City of Spokane's ability to provide 24 x 7 sanitary sewer services for the City of Spokane as well as emergency response capabilities required to meet various governing agency requirements. </div>	

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

This work will enhance the City of Spokane's ability to provide 24 x 7 sanitary sewer services for the City of Spokane as well as emergency response capabilities required to meet various governing agency requirements.

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

This work will enhance the City of Spokane's ability to provide 24 x 7 sanitary sewer services for the City of Spokane as well as emergency response capabilities required to meet various governing agency requirements.

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

This work focuses on providing sustainable utility services for the City of Spokane while providing critical electrical infrastructure upgrades necessary for the transition away from ICE vehicles and for the continued operations of the Sewer Department at this facility.

4.3

4.3 - Wastewater Office Remodel & Electrical Infrastructure Rebuild

Steele, David

The Facilities Department, in support of the Wastewater Department, is working to complete an office space remodel and significant electrical infrastructure upgrade and equipment replacement at the main Wastewater Office building located at 909 East Sprague.

Attachments

[UE Briefing Paper - 2023 WASTEWATER FACILITY ELECTRICAL UPDATE.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities Department / Wastewater Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Wastewater Office Remodel & Electrical Infrastructure Rebuild
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department, in support of the Wastewater Department, is working to complete an office space remodel and significant electrical infrastructure upgrade and equipment replacement at the main Wastewater Office building located at 909 East Sprague.</p> <p>This work will develop approximately 1,000 of mezzanine level office space allowing for multiple standard size employee workstations, printer and plotter space, and filing areas. This will require adjustments to HVAC, fire suppression, electrical, and data systems, in addition to the construction of a demising wall and finish work.</p> <p>In conjunction with this work, the electrical infrastructure will receive significant upgrades and rework to provide for multiple light and medium duty vehicle charging stations, replacement of the main building service panel and switchgear, and subpanels throughout the building.</p>
Proposed Council Action	Contract approval
Fiscal Impact Total Expense: <u>\$865,080</u> inclusive of applicable tax Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: 4310-43387-94350-56501-10193 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <div style="text-align: center; padding: 10px;"> This work will enhance the City of Spokane's ability to provide 24 x 7 sanitary sewer services for the City of Spokane as well as emergency response capabilities required to meet various governing agency requirements. </div>	

<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>This work will enhance the City of Spokane’s ability to provide 24 x 7 sanitary sewer services for the City of Spokane as well as emergency response capabilities required to meet various governing agency requirements.</p>
<p>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</p> <p>This work will enhance the City of Spokane’s ability to provide 24 x 7 sanitary sewer services for the City of Spokane as well as emergency response capabilities required to meet various governing agency requirements.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>This work focuses on providing sustainable utility services for the City of Spokane while providing critical electrical infrastructure upgrades necessary for the transition away from ICE vehicles and for the continued operations of the Sewer Department at this facility.</p>

4.4

4.4 - Citywide HVAC Master Controls Contracts

Steele, David

The Facilities Department in partnership with the City Purchasing Department has completed the procurement process for a Citywide HVAC Master Controls Contracts. These contracts will provide master contract (or value blanket contract) access to various departments for the standardized purchase of HVAC equipment and the installation and maintenance / servicing of HVAC management software, control systems, equipment, sensors, and other HVAC system components.

Attachments

[UE Briefing Paper - 2023 CITYWIDE HVAC CONTROLS CONTRACTS.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Citywide HVAC Master Controls Contracts
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in partnership with the City Purchasing Department has completed the procurement process for a Citywide HVAC Master Controls Contracts. These contracts will provide master contract (or value blanket contract) access to various departments for the standardized purchase of HVAC equipment and the installation and maintenance / servicing of HVAC management software, control systems, equipment, sensors, and other HVAC system components.</p> <p>Each of these contracts is formatted as a master contract, allowing various departments and facilities to budget and bill separately over the term of the contract.</p>
Proposed Council Action	Contract approval
Fiscal Impact Total Expense: Public Works Maintenance Contract \$300,000 annually Public Works Installation Contract \$300,000 annually Value Blanket Parts \$500,000 annually 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 <input type="checkbox"/> N/A Specify funding source: Varies Expense Occurrence <input checked="" type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Reduction of long term replacement costs by completing proper ongoing maintenance.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <div style="text-align: center; padding: 20px;"> <p>This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.</p> </div>	

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

This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

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

This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

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

This work will enhance the City of Spokane's ability to provide centralized HVAC controls providing greater operational and environmental efficiency, customer service, and responsiveness.

4.5

4.5 - Northeast Community Center – Lease Term Extension / Deed of Trust

Steele, David

The Facilities Department in partnership with the Northeast Community Center leadership, is forwarding a lease term extension, NECC/MultiCare Lease Agreement, and consent to Deed of Trust for the Northeast Community Center. These documents will allow the Northeast Community Center to fulfill specific Department of Commerce loan requirements related to an ongoing application for future dollars.

4.6

4.6 - Municipal Court Intent to Apply for Funding through the Washington Traffic Safety Commission

Thompson, Sarah

Sponsor: CM Wilkerson

Municipal Court intends to apply for funding through the Washington Traffic Safety Commission to support the DUI Court program October 1, 2023, through September 30, 2024. DUI Court is seeking \$227,500 in funding to support:

- Drug and Alcohol testing in the amount of \$100,000
- Training and Travel in the amount of \$25,000
- Transportation in the amount of \$10,000
- Community Engagement in the amount of \$2,500
- Interlock assistance in the amount of \$30,000
- Evaluation services in the amount of \$20,000
- Electronic Home Monitoring in the amount of \$40,000

| For Information

Attachments

[Briefing Paper-DUI OTS Intent to Apply.docx](#)

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	Municipal Court
Contact Name & Phone	Sarah Thompson 509-625-4146
Contact Email	sthompson@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Intent to Apply for Funding through the Washington Traffic Safety Commission
Summary (Background)	<p>The Spokane Municipal DUI Court is a problem solving, accountability court for repeat DUI offenders that are suffering from substance use or co-occurring disorders.</p> <p>DUI Court intends to apply for funding from the Office of Traffic Safety for October 1, 2023, through September 30, 2024. The Impaired Driving Strategic Plan supports the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction.</p> <p>DUI Court is seeking \$227,500 in funding to support:</p> <ul style="list-style-type: none"> Drug and Alcohol testing in the amount of \$100,000 Training and Travel in the amount of \$25,000 Transportation, ie. Bus Passes in the amount of \$10,000 Community Engagement in the amount of \$2,500 Interlock assistance in the amount of \$30,000 Evaluation services in the amount of \$20,000 Electronic Home Monitoring in the amount of \$40,000
Proposed Council Action & Date:	No action needed; for informational purposes
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: no match required	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community.	

The purpose of this project is to ensure that participants of DUI Court maintain sobriety, by providing funding to pay for drug and alcohol screening/testing for participants who do not have the financial means to pay for these 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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funds received will enhance the DUI Court program as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

4.7

4.7 - SWD-Ash transportation and disposal services

Averyt, Chris

Council Sponsor: CP Kinnear. Contract award to Waste Connections for the transportation and disposal of incinerator ash from the Waste to Energy Facility.

| For Information

Attachments

[Briefing Paper-Ash Disposal.docx](#)

[Clean - Ash Disposal Agreement - City of Spokane - Finley Buttes Landfill.DOCX](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Solid Waste Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org , 509-625-6540
Council Sponsor(s)	CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract award for the transportation and disposal of incinerator ash
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On March 20, 2023 bidding closed on RFP 5817-23 for the transportation and disposal of incinerator ash. Responses were received from Waste Connections (Vancouver, WA) and Regional Disposal Company (Redmond, WA), of which Waste Connections was the low-cost bidder.</p> <p>The initial contract award will be for five (5) years with the option of one (1) additional five (5) year period, commencing on Nov. 17, 2023. Pricing is \$63/ton for the first year with future increases based on the CPI index.</p>
Proposed Council Action	Approval of contract award
Fiscal Impact Total Cost: <u>\$4,500,000.00 annually</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: 4490-SWD Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This work is necessary to maintain the WTE Facility's ability to generate low-cost power supplied to the grid. Low-cost power is imperative to curbing the rise in cost of electricity.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The contractor is governed by WA L&I.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The COS Procurement Policies regulate and safeguard this process.	

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

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

CONTRACT FOR ASH TRANSPORT AND DISPOSAL SERVICES

Between

CITY OF SPOKANE, WASHINGTON

And

FINLEY-BUTTES LIMITED PARTNERSHIP

Dated

_____, 2023

CONTRACT FOR ASH TRANSPORT AND DISPOSAL SERVICES

THIS CONTRACT FOR ASH TRANSPORT AND DISPOSAL SERVICES (this “Contract”) is made and entered into between **City of Spokane**, Washington, a municipal corporation of the State of Washington (the “City”) and **Finley-Buttes Limited Partnership**, a limited partnership organized and existing under the laws of the State of Oregon and an indirect, wholly-owned subsidiary of Waste Connection, Inc. (the “Company”). The City and the Company are each a “Party” and collectively, the “Parties” to this Contract.

RECITALS

(A) The City has determined that it is in the City's best interests to contract with a private entity to provide ash transport and Disposal services (as more particularly described herein, the “Contract Services”).

(B) On January 6, 2023, the City issued a Request for Proposals (“RFP”) to provide the Contract Services.

(D) Responsive proposals submitted in response to the RFP were received on March 20, 2023, from two solid waste disposal companies.

(E) The proposals were reviewed by the City’s evaluation committee and evaluated based on the evaluation criteria set forth in the RFP.

(F) Based on the evaluation of the proposals, the evaluation committee determined that the proposal submitted by the Company was the most advantageous proposal received in response to the RFP and recommended to the City Council that it would be advantageous to the City to initiate contract negotiations with the Company.

THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS, INTERPRETATION AND GENERAL TERMS

SECTION 1.1. DEFINITIONS. As used in this Contract, the following terms have the meanings set forth below:

“ADCM” means alternative daily cover material as approved by the Oregon State Department of Environmental Quality.

“Applicable Law” means: (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental Body and both generally applicable and publicly available; and (4) any Governmental Approval; in each case

applicable from time to time to the Contract Services or any other transaction or matter contemplated hereby (including any of the foregoing which pertain to ash management, ash transportation, ash disposal, health, or safety).

“Ash” means all residue from the combustion process, including unburned combustible matter, ash siftings, bottom ash, fly ash, scrubber residue, metals, and unspent reactant, but only to the extent it: (i) meets the material description as set forth in any special waste profile approved by the Company; (ii) meets the applicable standards set forth in any and all Applicable Law and any permits and/or licenses governing the Company’s operation of the Disposal Site; and (iii) does not contain Hazardous Waste.

“Change in Law” means any of the following acts, events or circumstances to the extent that compliance therewith materially increases the cost of performing or materially increases the scope of a Party’s obligations hereunder:

(1) except as provided below with respect to the exclusions from the definition of “Change in Law,” the adoption, amendment, promulgation, issuance, modification, repeal or other written change in any Applicable Law, or the administrative or judicial interpretation thereof on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any Governmental Body; or

(2) except as provided below with respect to the exclusions from the definition of “Change in Law,” the order or judgment of any Governmental Body issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, breach of this Contract, violation of law, illegal act, error or omission or lack of reasonable diligence of the Company or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment will not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

(3) except as provided below with respect to the exclusions from the definition of “Change in Law,” the denial of an application for, a delay in the review, issuance or renewal of, or the suspension, termination, or interruption of any Governmental Approval, or the imposition of new or increased permitting fees, or the imposition of a term, condition or requirement which is more stringent or burdensome than the Contract Standards in connection with the issuance, renewal or failure of issuance or renewal of any Governmental Approval, to the extent that such occurrence is not the result of willful or negligent action, breach of this Contract, violation of law, illegal act, error or omission or lack of reasonable diligence of the Company or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such occurrence will not be construed as such a willful or negligent action or lack of reasonable diligence.

It is specifically understood, however, that none of the following will constitute a “Change in Law”:

(1) a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was effective as of the Contract Date;

(2) any increase in any fines or penalties provided for under Applicable Law in effect as of the Contract Date; or

(3) any act, event or circumstance that would otherwise constitute a Change in Law but that does not change the requirements imposed on the Company by the Contract Standards in effect as of the Contract Date.

“City” means City of Spokane, Washington, a Municipal corporation.

“Company” means Finley-Buttes Limited Partnership, an Oregon limited partnership and indirect, wholly-owned subsidiary of Waste Connections, Inc., and its permitted successors and assigns.

“Consumer Price Index” or “CPI” means the Consumer Price Index, as reported by the U.S. Department of Labor, Bureau of Labor Statistics, West-size class B/C, Consumer Price Index for All Items, All Urban Consumers, (CPI-U) (the “Index”).

“Contract” means this Contract for Ash Transport and Disposal Services between the Company and the City, including the Appendices, as may be amended or modified from time to time in accordance herewith.

“CPI Adjustment Factor” has the meaning specified in subsection 7.1.

“Department” means the Oregon State Department of Environmental Quality, the Washington State Department of Ecology, or any successor agency, as applicable given the context in which it is used.

“Dispose” and “Disposal” mean (1) the use of Ash as ADCM, or (2) in the event the Department prohibits the Disposal Site from using Ash as ADCM, disposal of Ash in the Mono-cell.

“Disposal Site” means the Finley Buttes Landfill located at 73221 Bombing Range Rd, Boardman, OR 97818 or an alternative disposal site approved in writing by the City Representative.

“EPA” means the United States Environmental Protection Agency and any successor agency.

“Event of Default” means, with respect to the Company, those items specified in Section 8.1, and with respect to the City, those items specified in Section 8.2.

“Good Industry Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance,

transfer, transport, disposal and management practices in the solid waste industry, as observed in the Pacific Northwest region of the United States.

“Governmental Approval” means all orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issued by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

“Governmental Body” means any federal, state, local or foreign government or any subdivision, authority, department, commission, board, bureau, agency, court or other instrumentality thereof.

Hazardous Waste means: (i) “Hazardous Waste” as set forth in ORS 340-100-0010, or any successor thereto, (ii) any matter that is required to be accompanied by a written manifest or shipping document describing the waste as “hazardous waste” pursuant to any state or federal law, including but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and the regulations promulgated thereunder, and/or (iii) any other radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable federal, state or local laws or regulations.

“Insurance Requirements” means any rule, regulation, code, or requirement issued by any insurance company which has issued an insurance policy with respect to the Facilities or the Contract Services, as in effect during the Term, compliance with which is a condition to the effectiveness of such policy, including each policy of Required Insurance under this Contract.

“Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Contract, and all appeals therefrom.

“Mono-Cell” means, in the event the Department prohibits the Landfill from using Ash as ADC, a dedicated landfill cell constructed by the Company for the purpose of disposing of the Ash.

“Parties” means, collectively, the City and the Company, and “Party” means either or both the City and the Company, as the context requires.

“Performance Bond” means the surety bond described in Section 4.4, which secures the Contract Services.

“Reporting Year” means the City’s fiscal year commencing on January 1 in any year and ending on December 31 of such year; provided, however, that the first Reporting Year will commence on the Commencement Date and will end on the following December 31, and the last Reporting Year will commence on January 1 prior to the date this Contract expires or is terminated, whichever is appropriate, and will end on the last day of the Term or the effective date of any termination, whichever is appropriate. Any computation made on the basis of a Reporting Year will be adjusted on a pro rata basis to take into account any Reporting Year of less than 365 or 366 days, whichever is applicable.

“RCW” means the Revised Code of Washington.

“Required Insurance” means the insurance specified in Section 9.1.

“Service Fee” as defined herein is based on a per ton basis and shall be inclusive of all costs associated with transportation, disposal, equipment, fees, maintenance, taxes, and any other costs necessary to accomplish the tasks and to produce the deliverables under this Contract.

“State” means the State of Washington or the State of Oregon, as applicable.

“Subcontract” means an agreement or purchase order by the Company, or a Subcompany to the Company, as applicable, entered into in connection with the performance of the Contract Services.

“Subcompany” means every person (other than employees of the Company) employed or engaged by the Company or any person under subcontract with the Company or any other Subcompany (including all Subcompany’s and every sub-Subcompany of whatever tier) for any portion of the Contract Services, whether for the furnishing of labor, materials, equipment, supplies, services or otherwise.

“Suspicious Waste” means waste which the Company determines or reasonably suspects may be or contains “Unacceptable Waste.”

“Term” means the Initial Term and any Renewal Term.

“Termination Date” means the last day of the Term or the effective date of termination of this Contract pursuant to Article 3.

“Unacceptable Waste” means any and all waste:

- (1) the disposal of which at the Disposal Site would violate any applicable local, state, or federal laws, regulations, or orders, or conditions of the Disposal Site's operating permit;
- (2) which constitutes Hazardous Waste;
- (3) which constitutes Ash without an approval in accordance with the Company's special waste acceptance criteria, a copy of which is attached hereto as Exhibit A; or
- (4) containing free liquid excluding liquid that accumulated from rain/snow during container storage and transportation.

“Uncontrollable Circumstances” means any act, event or condition that is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Contract, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Contract on the part of such Party.

(1) Inclusions. Subject to the foregoing and the exclusions set forth below, Uncontrollable Circumstances may include the following:

- (a) Change in Law, including, without limitation, any prohibition of the Disposal of Ash at the Disposal Site;
- (b) naturally occurring events (excluding weather conditions normal for the geographic region of the City) such as underground movement, volcanic eruption, landslides, earthquakes, fires, tornadoes, floods, epidemics or pandemics (or restrictions imposed by any Governmental Body in response thereto), and other acts of God;
- (c) explosion, sabotage or similar occurrence, acts of a declared public enemy, terrorism, extortion, war, blockade or insurrection, riot or civil disturbance;
- (d) strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions (except as specified in the exclusions below), which affect the performance of the Contract Services;
- (e) the failure of any Subcompany (other than the Company or any Affiliate thereof), to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event which would constitute an Uncontrollable Circumstance if it affected the Company directly, and the Company is not able to timely obtain substitutes;
- (f) with respect to the Company, any City Fault; and
- (g) with respect to the City, any Company Fault.

(2) Exclusions. It is specifically understood that none of the following acts or conditions constitute Uncontrollable Circumstances:

- (a) any act, event or circumstance that would not have occurred if the affected Party had complied with its obligations hereunder;
- (b) changes in interest rates, inflation rates, wage rates, insurance costs, commodity prices, currency values, labor availability, exchange rates or other economic conditions;
- (c) changes in the financial condition of the City, the Company, or of their respective Affiliates or Subcompanies affecting the ability to perform their respective obligations;
- (d) with respect to the Company, the consequences of error, negligence or omissions by the Company, any Subcompany, any of their Affiliates or any other person in the performance of the Contract Services;

- (e) any impact of prevailing wage or similar laws, customs or practices on the Company's costs;
- (f) weather conditions normal for the geographic region of the City or the Disposal Site;
- (g) any act, event, circumstance or Change in Law occurring outside of the United States;
- (h) with respect to the Company, any failure of the Company to secure patents which it deems necessary for the performance of the Contract Services;
- (i) a Change in Law pertaining to Taxes except to the extent such Change in Law imposes a new federal, State or local Tax;
- (j) strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions involving employees of (i) the Company; (ii) any Affiliate or Subcompany; or (iii) any Affiliate of any Subcompany.

"U.S.C." means the United States Code.

"Vehicle" means a Tractor, Container, Transfer Trailer, or other piece of equipment used to Transport or Dispose of Ash.

"WAC" means the Washington Administrative Code.

"WTE Facility" means the City of Spokane owned waste-to-energy facility located at 2900 South Geiger Boulevard, Spokane, Washington.

SECTION 1.2. INTERPRETATION. This Contract will be interpreted according to the following provisions, except to the extent the context or the express provisions of this Contract otherwise require:

(A) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Contract will be solely for convenience of reference and will not affect its meaning, construction or effect.

(B) Entire Agreement. This Contract contains the entire agreement between the Parties with respect to the transactions contemplated by this Contract. Without limiting the generality of the foregoing, this Contract completely and fully supersedes all other understandings and agreements among the Parties with respect to such transactions, including those contained in the RFP, the proposal of the Company submitted in response thereto, and any amendments or supplements to the RFP or the proposal.

(C) Good Industry Practice. Good Industry Practice will in no event lessen the stringency of the Contract Standards. The Company is responsible for keeping itself informed of and applying current Good Industry Practice at all times during the performance of the Contract Services throughout the Term.

(D) Severability. If any clause, provision, subsection, Section or Article of this Contract is ruled invalid by any court of competent jurisdiction, then the Parties will (1) promptly negotiate a substitute for such clause, provision, subsection, Section or Article which will, to the greatest extent legally permissible, effect the intent of the Parties in the invalid clause, provision, subsection, Section or Article; (2) if necessary or desirable to accomplish Item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Contract; and (3) negotiate such changes in substitution for or addition to the remaining provisions of this Contract as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the Parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article will not affect any of the remaining provisions hereof, and this Contract will be construed and enforced as if such invalid portion did not exist.

(E) Drafting Responsibility. The Parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Contract to the effect that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose counsel) prepared the executed Contract or any earlier draft of the same.

(F) Third Party Rights. This Contract is exclusively for the benefit of the City and the Company and will not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other rights.

(G) Counterparts. This Contract may be executed in any number of original counterparts. All such counterparts will constitute but one and the same Contract.

(H) Governing Law. This Contract will be governed by and construed in accordance with the applicable laws of the State of Washington.

(I) Defined Terms. The definitions set forth in Section 1.1 will control in the event of any conflict with the definitions used in the recitals hereto.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.1. REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence and Powers. The City is a Municipal corporation of the State, organized and existing under and by virtue of the laws of the State of Washington, with full legal right, power and authority to enter into and to perform its obligations under this Contract.

(B) Due Authorization and Binding Obligation. This Contract will be effective upon approval of City Council and signature by the Mayor.

SECTION 2.2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company represents and warrants that:

(A) Existence and Powers. The Company is Finley-Buttes Limited Partnership, an indirect, wholly-owned subsidiary of Waste Connections, Inc. and duly organized, validly existing

and in good standing under the laws of Oregon and has the authority to do business in state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Contract.

(B) Due Authorization and Binding Obligation. This Contract has been duly authorized, executed and delivered by all necessary corporate action of the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and by equitable principles of general application.

(C) No Conflict. To the best of its knowledge after due inquiry, neither the execution nor delivery by the Company of this Contract; the performance by the Company of its obligations in connection with the transactions contemplated hereby; nor the fulfillment by the Company of the terms or conditions hereof (1) conflicts with, violates or results in a breach of any Applicable Law or (2) conflicts with, violates or results in a breach of any order, judgment or decree, or any organizational document of the Company, or any contract, agreement or instrument to which the Company is a party or by which the Company or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Contract by the Company.

(E) No Litigation. Except as disclosed in writing to the City, there is no action, suit, proceeding, investigation, or litigation, at law or in equity, before or by any court or other Governmental Body pending or, to the best of the Company's knowledge after due inquiry, overtly threatened or publicly announced, against the Company or any Affiliate of the Company, or, to the best of the Company's knowledge after due inquiry, any Subcompany, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Contract by the Company or the validity, legality or enforceability of this Contract against the Company, or any other agreement or instrument entered into by the Company in connection with the transactions contemplated hereby, or on the ability of the Company to perform its obligations hereunder or under any such other agreement or instrument.

(F) Applicable Law Compliance. Except as disclosed in writing to the City, to the best of its knowledge after due inquiry, neither the Company nor any Affiliate of the Company, nor any Subcompany, is in material violation of any Applicable Law applicable to any solid waste disposal site operated, maintained or managed by the Company, any Affiliate of the Company, or any Subcompany, the violation of which may have a material and adverse effect on the ability of the Company to perform its obligations hereunder or on the ability of a Subcompany to perform its obligations under the applicable Subcontract.

(G) Information Supplied by the Company. The information supplied and representations and warranties made by the Company in all submittals made in response to the RFP and in all post-proposal submittals with respect to the Company (and to the best of its

knowledge after due inquiry, all information supplied in such submittals with respect to any Subcompany) are true, correct and complete in all material respects.

(H) Required Insurance. Concurrently with the execution of this Contract, the Company has provided the City with certificates of insurance and policy endorsements for all Required Insurance specified in Section 9.1. The Required Insurance is in compliance with the requirements of Section 9.1.

(I) Performance Bond. Concurrently with the execution of this Contract, the Company has provided the City with the required Performance Bond. The Performance Bond is in the form set forth in the Transaction Forms and is in compliance with the requirements of Section 4.4.

(J) Certification Regarding Debarment. The Certification Regarding Debarment, as attached to this Contract as Appendix 1 shall be completed and provided to the City. The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

ARTICLE III TERM

SECTION 3.1. EFFECTIVE DATE AND INITIAL TERM. This Contract will become effective on November 17, 2023 and will continue in effect as the initial term (“Initial Term”), for a term of five (5) years or if renewed as provided in Section 3.2, until the last day of the renewal term (the “Renewal Term” and, together with the Initial Term, the “Term”), unless earlier terminated pursuant to the termination provisions set out herein, in which event the Term will be deemed to have ended as of the date of such termination. At the end of the Term, all obligations of the Parties hereunder will terminate, except as otherwise provided herein.

SECTION 3.2. RENEWAL AND EXTENSION OPTION. This Contract may be renewed and extended by the Parties, upon mutual written agreement, for one (1) additional five (5) year period for a total term not to exceed ten (10) years (subject to mutually agreed-upon convenience termination without cost to the either Party) on the same conditions as are applicable during the Initial Term. The Parties shall meet and confer no later than one hundred and eighty (180) days prior to such expiration. In the event the Parties desire to renew this Contract, the Parties shall jointly execute a written notice of election to renew this Contract on or before the ninetieth (90th) day preceding the last day of the Initial Term.

SECTION 3.3. MONO-CELL CONSTRUCTION EXTENSION. If during the Term the Company is prohibited by the Oregon State Department of Environmental Quality from using Ash as ADCM, and the Company is required to construct a Mono-Cell for the Disposal of the Ash, prior to the commencement of any design, permitting or construction of such Mono-Cell, the City and the Company shall meet and confer in good faith to negotiate an extension to the Term that permits the Company to realize an acceptable return on the Company’s capital investment in the Mono-Cell. In the event the parties are unable to agree on an extension to the Term, the parties shall agree to mutually terminate this Contract.

SECTION 3.4.EXCLUSIVITY. The rights granted by the City to the Company under this Contract shall be exclusive during the Term as to all Ash produced by the WTE Facility that is not Unacceptable Waste; provided, however, the City shall be permitted to provide immaterial amounts of Ash to universities and other non-profit research institutes for research and pilot/demonstration programs related to the mining of the Ash for precious metals and other beneficial reuses of the Ash.

ARTICLE IV COMPANY RESPONSIBILITIES

SECTION 4.1.GENERAL. The Company's responsibility under this contract includes, but are not limited to:

- (A) Acceptance, storage, handling, transportation and Disposal of Ash from the WTE Facility by the Company;
- (B) Procurement and maintenance of performance bonds, letters of credit, or other financial guarantees in accordance with this Contract;
- (C) Compliance with all Applicable Law in accordance with this Contract; obtaining any permit, license, certificate, or governmental approval required to perform under this Contract; and the payment of all applicable taxes and fees in accordance with this Contract; and
- (D) Procurement and maintenance of insurance in accordance herein.

SECTION 4.2.COMPANY PERMITTING RESPONSIBILITIES.

(A) Any Governmental Approvals. The Company shall be responsible for obtaining and maintaining all filings, applications and reports necessary to obtain, maintain and renew, and shall obtain, maintain and renew, all Governmental Approvals required to be made, obtained or renewed under Applicable Law in order to perform the Contract Services. All permit and filing fees required in order to obtain, maintain and renew Governmental Approvals for the Contract Services shall be paid by the Company.

(B) Non-Compliance and Enforcement. The Company is responsible for complying with the terms and conditions of all Governmental Approvals. The Company shall report immediately to the City any inspections by any Governmental Bodies and all violations of the terms and conditions of any Governmental Approval or Applicable Law pertaining to the performance of the Contract Services. The City shall have the right independently to enforce compliance with this Contract regarding the requirements of any Governmental Approval regardless of whether a concurrent or different regulatory enforcement action has been undertaken by any other Governmental Body. The failure of the Company to comply with any Governmental Approval shall constitute a breach of this Contract as well as an event of noncompliance with the Governmental Approval.

(C) Reports to Governmental Bodies. The Company shall prepare any periodic and annual reports, any information submittals and any notices to all Governmental Bodies required

by all Governmental Approvals and under Applicable Law with respect to performance of the Contract Services.

SECTION 4.3 EQUIPMENT; REPLACEMENT OR REPAIR.

(A) Equipment; Assignment; Equipment Lease. The Company shall, or shall cause its Subcompany to, provide, maintain, or operate in a quantity sufficient to perform the services under this Contract in a timely manner throughout the term of this Contract, the following:

- (1) Containers and Vehicles;
- (2) Disposal Site; and
- (3) Alternate disposal sites, if necessary.

(B) The Containers and Vehicles and Disposal Site provided by the Company (or its Subcompany) shall meet or exceed the requirements in the Proposal Requirements. The Company (or its Subcompany) is responsible for purchasing at its sole cost and expense, all equipment necessary to provide services in accordance with this Contract. The Company (or its Subcompany) will provide sufficient Containers, Chassis and Trailers to provide services under this Contract which shall not in any event be quantities less than what is required to provide uninterrupted services at all facilities.

(C) Replacement or Repair. The Company (or its Subcompany), at its sole expense, shall keep all Containers and Vehicles and Disposal Sites in good working order and repair and shall maintain such as to meet any pertinent regulations and industry standards, to include without limitation appearance. The Company shall be liable for all costs reasonably incurred by the City to repair or replace the Containers and Vehicles owned, operated and/or used by the Company, its Subcompanies or the Disposal Site; however, the City shall be liable for the repair or replacement of Containers and Vehicles to the extent such is necessary because of the negligence or willful misconduct of the City.

SECTION 4.4 Contract Performance Bond.

(A) Contract Performance Bond. The Company shall provide and maintain for the Term of this Contract: (1) a contract performance bond substantially in the form of Form 1; or (2) a standby letter of credit from a financial institution whose long-term debt is rated in one of the three highest categories by a nationally recognized rating agency (e.g., Standard & Poor's rating of AAA, AA or A); or (3) any other financial guarantee or type of bond or letter of credit that is approved by the city. The amount of the bond or other financial guarantee initially provided under this subsection shall be Five Million and No/100 Dollars (\$5,000,000.00) in 2023 dollars. The amount of the bond will escalate by five percent (5%) per each year of this Contract. The Company shall provide a new bond, or evidence satisfactory to the City of the bond's renewability, at least ninety (90) days before the bond then in effect expires.

(B) General Conditions. The Company shall provide to the City the bond described in Section, above, within thirty (30) days of executing this Contract. Any bond under this Section shall be renewed annually and automatically terminate on the expiration of the initial five-year

period of this Contract, five years from the date the Ash is first accepted by the Company, and, if the Parties agree to extend this Contract, on the date the additional five-year periods terminate. However, the Company shall provide a new bond meeting the requirements above in accordance with Article 4. Notwithstanding the termination of the bond provided under Section 4.4, at any time within two years after the date any bond terminates, the City may make a claim against the bond because of the Company's failure to perform its obligations under this Contract. For purposes of this Article, the word, "bond," shall mean any bond, letter of credit, or other financial guarantee referred to in this Article and provided to guarantee or provide the funds to guarantee the performance of the Company's obligations under this Contract.

All bonds given under this Article that are signed by the Surety's agent must be accompanied by a certified copy of that agent's authority to act for the Surety at the time the bond is signed. The City must approve, in writing, the surety provided and the form and substance of all bonds. The Company may satisfy the bond obligations under this Article by providing bonds from one or more bonding companies meeting the qualifications set forth in this Article.

SECTION 4.5 Alternate Transportation Services and Disposal Site. In the event the Company's (or its Subcompany's) transportation services or Disposal Site are inadequate or unavailable for reasons outside of the reasonable control of the Company (or its Subcompany) to provide service under this Contract, the Company shall provide to the City alternate facilities. Upon reasonable notice and written documentation of such additional costs associated with any alternate facilities, the City agrees to meet and confer with the Company and negotiate in good faith the payment of actual reasonable additional costs associated with such alternate facilities. Any agreement shall be memorialized by written amendment to this Contract and such agreement shall provide for the retroactive payment of all reasonable additional costs incurred by the Company prior to and during time the parties are meeting, conferring and negotiating such agreement.

SECTION 4.6 Compliance with Law; Documentation; Confidential Business Records; Public Records Act. The Company, its officers, employees, agents and Subcompanies shall comply with all Applicable Law, in performing obligations under this Contract. The City shall have the right to inspect copies of all correspondence, or any other documents sent to or received from the Company or its Subcompany's related to the Company's compliance with the Applicable Law but only to the as it relates to this Contract.

All Documents in the City's possession may be subject to public review and copying as a public record pursuant to the Washington State Public Records Act. In the event a Company delivers to the City confidential and proprietary technical or financial information that would otherwise not be publicly disclosed, and which it believes is exempt from such disclosure or other provisions of Applicable Law, then such information shall be submitted in a separate sealed envelope, entitled, "Confidential Information for Review Only." Such information shall be treated as confidential to the extent allowed by Applicable Law.

In the event of a written request for disclosure pursuant to Washington State law, the City shall review the confidential information and allow the Company five (5) days from receipt of such notice to take such legal action to enjoin disclosure as may be deemed necessary by the Company to protect the confidentiality of the information as provided by Washington State law.

All agreements between the Company and Persons employed for this Contract shall contain this Section's requirements. The requirements of this Section shall survive the termination or expiration of this Contract.

SECTION 4.7 Permits, Licenses, etc. The Company shall obtain, maintain and pay for, at Company's sole expense, all permits required by Applicable Law for its operations and activities under this Contract. For purposes of this Section, the term, "permits," means any temporary and/or permanent permits, approvals, license, certificates, inspection fees, surcharges and other approvals required for the performance of the Project. The Company shall provide to the City a list of all permits required for the Project designating the issuing Governmental Body and the dates of issuance and expiration of those permits, a copy of all current permits and the Company's schedule for obtaining or renewing all permits required during the term of this Contract.

The Company shall be liable for all fines or civil penalties that may be imposed by any Governmental Body for Company caused violations of Applicable Law; the City shall not be liable for and shall not reimburse Company for payment of those fines or civil penalties. The Company reserves the right to contest any fine in an administrative proceeding or in court prior to its payment.

SECTION 4.8 Taxes and Fees. Only as between the City and the Company, the Company shall be responsible and liable for payment of all federal, state and local taxes and fees, and surcharges of every form, that apply to any and all Persons, property, income, equipment, materials, supplies, structures, or activities that are involved in the performance of this Contract, including but not limited to, any income taxes, real property, excise, sales and use taxes, business and occupation taxes and fees that arise in connection with this Contract; however, the Company shall not be responsible or liable for payment of any tax or fee for which the City is ordinarily responsible without regard to the services provided by the Company under this Contract.

SECTION 4.9 Property; Covenant; Title Insurance. The Company has or will acquire sufficient property rights to the Disposal Site to satisfy its obligations herein. The Company agrees to remove or have removed promptly any liens or encumbrances that, because of any act or default of Company, its officers, employees, or agents, or of Company's Subcompany or Subcompanies, or material suppliers are filed against a Disposal Site or any real or personal property required to fully perform under this Contract.

Subject to the provisions of Section 4.9, the Company shall provide to the City a covenant from the owner of any Disposal Site that, among other things:

- a. owner grants to the City a covenant that touches and concerns the property which covenants that owner's real property is designated by Company's Proposal for use in performing this Contract; and
- b. owner covenants that the property is and shall be kept free of all liens, mortgages, encumbrances and other interests that could interfere with the performance of this Contract or with any of the City's remedies against Company or surety for any Contract default; and

- c. owner covenants that the claim or right of any Person, lienor, the Company, or Surety created by the transfer of any interest in the property shall be subordinate to the City's rights under this Contract; and
- d. the Covenant is intended to run with the real property. The Company shall record each covenant, or a memorandum of that covenant, in the county in which the property is located. Each covenant shall have a term equivalent to or longer than this Contract and shall be in a form approved by the City Attorney. A memorandum of this Contract shall be attached to each covenant and incorporated by reference therein.

Within thirty (30) days of executing this contract, and within ten (10) days of Company's acquisition of property rights for Disposal Sites not yet acquired at the time this Contract is executed, the Company shall provide the City with certified copies of current title insurance policies. The title insurance policies shall be acceptable to the City and guarantee that the Company, or other owner of real property on which any of the Disposal Sites are located, has good title to the real property and that no liens or encumbrances against the property exist that would prevent the Company from using it for the purposes of this Contract. Within ten (10) days of providing to the City the executed Contract, and within ten (10) days of Company's acquisition of property rights for Disposal Sites on locations not yet acquired, the Company shall record a memorandum of this Contract in the county in which the property is located.

SECTION 4.10 Closure and Post Closure Fund. The Company shall be responsible for all closure and post-closure costs relating to the Disposal Site. The Company shall establish and maintain at its sole expense any closure and post-closure financial assurance now or hereafter required under any Applicable Law.

SECTION 4.11 Records; Monthly Report. The Company or its Subcompany, as applicable, shall keep accurate records of all transactions connected with this contract including, but not limited to, all correspondence and invoices, transaction tickets, or receipts issued at a Disposal Site. The Company or its Subcompany, as applicable, shall at all times maintain an accounting system that uses generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted work, in connection with this Contract.

The Company shall provide to the City, by the tenth day of each month, a report for the preceding month summarizing routine and extraordinary activities during the prior month and plans and schedules for future activities. The monthly report shall include, but not be limited to:

- (a) the tonnage accepted from the WTE Facility;
- (b) Container, Tractor and/or Transfer Trailer maintenance reports as required.
- (c) any complaints submitted to the Company and the Company's response, if any;
- (d) any extraordinary occurrences affecting the Company's performance, including but not limited to, occurrences affecting the Disposal Sites, Containers and Vehicles;

- (e) changes in the status and readiness of alternate Disposal Sites and emergency Disposal Sites; and
- (f) documentation regarding Hazardous Waste, if any, gathered, produced and/or retained.

SECTION 4.12 Payment of Subcompanies and Agents. Unless a reasonable dispute exists concerning payment, the Company shall promptly pay all Subcompanies, materialmen, suppliers, or laborers engaged for purposes of this Contract in accordance with the contract or agreement between that Person and the Company.

SECTION 4.13 Non-discrimination in Employment. The Company shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Company shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, national origin, or the presence of any sensory, mental, or physical handicap. The Company's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Company agrees to post, in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

SECTION 4.14 Labor and Procurement Requirements. The Company and all Subcompanies of the Company shall conform to the labor laws of the State of Washington or Oregon, as applicable, and all other laws, ordinances and legal requirements affecting the work in Spokane County, Washington, or the State of Oregon, as applicable.

The Company shall provide for full and fair usage of minority/women business enterprises and shall use commercially reasonable efforts to ensure that minority/women business enterprises have an equitable opportunity to compete for Subcontract work.

SECTION 4.15 Scheduling; Management; Quality of Performance. The Company shall coordinate, schedule in an orderly manner and manage all work done by Company's officers, employees, Subcompanies shall perform every act or service under this Contract in a skillful and competent manner in accordance with the highest standards of the solid waste transportation and disposal industries. The Company shall be responsible to the City for any errors, deficiencies, or failures to perform under this Contract. All workers and Subcompanies shall be skilled in their trades. All operators shall be licensed or otherwise qualified as required by Applicable Law. The Company shall furnish evidence of the skill and licenses of its officers, employees, Subcompanies and agents on the request of the city. The Company shall, at all times, enforce strict discipline and good order among its employees and all Subcompanies.

SECTION 4.16 Company Liability. The Company shall be liable to and shall indemnify the City in accordance with Article 9.

SECTION 4.17 Subsidiary Use of Facilities. The Company may use the Vehicles for its own purposes during the transportation of empty Containers or Transfer Trailers from the Disposal Site to the WTE Facility if used in accordance with all Applicable Law. If the Vehicles are used in that manner, the Company shall be solely responsible for all losses, damages, costs, charges, expenses, judgments, or any liabilities whatsoever resulting from that use.

ARTICLE V ASH TRANSPORT AND DISPOSAL

SECTION 5.1. ASH TRANSPORTATION, AND DISPOSAL SERVICES. The City shall be responsible for the loading of Ash at the WTE Facility onto transfer vehicles supplied by the Company (or its Subcompany) and the Company (or its Subcompany) shall be responsible for transporting such Ash in accordance with this Section and all other Contract Standards. Upon loading of Ash, the Company (or its Subcompany) shall transport, receive and Dispose of the Ash in accordance with this Section and all other applicable Contract Standards.

(A) Receiving Services. The Company shall operate and maintain, or cause to be operated and maintained, the Disposal Site throughout the Term unless an alternative Disposal Site is approved in writing by the City Representative.

(B) Transport Services. The Company shall, in accordance with the Contract Standards:

- (1) transport to the Disposal Site in a timely manner all loaded containers accepted at the WTE Facility; and
- (2) transport all empty containers from the Disposal Site to the WTE Facility as required by this Contract.

(C) Disposal Services. The Company shall comply with each of the following requirements for the Disposal of Ash and any Disposal Site:

- (1) Throughout the Term, the Company shall Dispose of all Ash at the Disposal Site located at Finley Buttes Limited Partnership (unless an alternative Disposal Site is approved in writing by the City Representative) within seventy-two (72) hours of acceptance of such Ash at the Disposal Facility.
- (2) The Company shall operate and maintain, or cause to be operated and maintained, any and all Disposal Sites utilized for this Contract in compliance with all Applicable Law.
- (3) The Company shall not Dispose of Ash at any disposal site that has been nominated or proposed for the National Priorities List ("NPL") of contaminated sites, or that has been nominated or proposed for inclusion in a list of contaminated sites under another program similar to the NPL. If any Disposal Site becomes so nominated or proposed at any time during the Term, the Company shall, at its sole cost and expense, provide for an alternate Disposal Site that is in compliance with the requirements of this item (3).

- (4) The Company shall not Dispose of Ash at any disposal site that is not in compliance with Applicable Law or where receipt of Ash under this Contract would be unlawful or otherwise prohibited under the jurisdiction where such site is located. If the use of any Disposal Site at any time during the Term would cause a violation of this item (4), the Company shall, at its sole cost and expense, provide for an alternate Disposal Site that is in compliance with the requirements of this item (4).

(D) Capacity. The Company (or its Subcompany) shall be solely responsible for providing sufficient capacity to receive, transport and Dispose of Ash in accordance with this Contract. The Company may accept, or allow for the acceptance of, materials from other sources at the Disposal Site; provided that acceptance of such materials is in compliance with Applicable Law and does not interfere with providing services in accordance with this Contract. The Company shall keep the City regularly informed of operations associated with the Disposal Site and shall promptly notify the City of any material change in such operations, including with respect to any change in acceptance of materials from other sources, and shall not make or permit any change that is not in compliance with this subsection. The Company shall be solely responsible for all losses, damages, costs, charges, expenses, judgements or any liabilities whatsoever resulting from the acceptance of materials from other sources at the Disposal Site.

(E) Ash Containers and Chassis. The Company, or its Subcompany, shall supply containers, chassis, and trailers for the transport and Disposal of Ash in accordance with all applicable Contract Standards and in sufficient quantities to facilitate the successful performance of the Contract Services, which shall be no fewer than the number needed to hold at least three (3) days' Disposal Site Waste based on the average daily Ash deliveries for the prior six (6) months. The Company shall ensure containers or trailers are available at the WTE Facility for the transport and Disposal of Ash at all times unless otherwise agreed to by the City Representative. Notwithstanding anything herein to the contrary, to the extent supplied by the Company or its Subcompany, in the event that a waste container becomes lost, unsanitary, broken, or unserviceable because of the acts or omissions of the City (excluding normal wear and tear), the City will be charged for the resulting repairs or replacement and such amounts will be paid to the Company (or its Subcompany) after notice and opportunity to review and respond.. Any equipment furnished hereunder by the Company (or its Subcompany) shall remain the property of the Company (or its Subcompany); however, the City shall have care, custody and control of the equipment while at the WTE Facility. The City shall not overload (by weight or volume), alter the equipment, and shall use the equipment only for its proper and intended purpose. The City must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used herein shall mean all containers used for the storage of non-hazardous solid waste.

SECTION 5.2.ASH TRANSPORT AND DISPOSAL GUARANTEE.

(A) Guarantee. The obligations of the Company under and referenced by this Section constitute to the "Ash Transport and Disposal Guarantee." The Company (or its Subcompany) shall transport and Dispose of all Ash from the WTE Facility in accordance with all requirements of this Contract. Each load of Ash shall be fully covered and secured as required by Applicable Law so as to prevent any blowing, spilling or leakage of the material being transported. Without limiting any other requirement of this Contract, the Company shall have a sufficient number of

transport containers, vehicles and drivers available in order to ensure that all Ash can be transported and Disposed of in a consistent manner with this Contract and all other applicable Contract Standards.

(B) Containers and Vehicles. The Company or its Subcompany, as applicable, shall operate Ash containers and transport vehicles in accordance with Applicable Law and shall not use transport vehicles that are used in the performance of the Contract Services for transporting any other commodities, products or waste without the approval of the City in its discretion.

SECTION 5.3. ASH ACCEPTANCE AND TRANSFER OF OWNERSHIP.

(A) Ash. Without limiting any Company obligation hereunder with respect to the receipt, processing and loading of Ash at the WTE Facility, ownership of the Ash shall pass to the Company at the time the Company initiates hauling the material. After this transfer of ownership occurs and without limiting any other Company responsibility hereunder, the Company shall be responsible for all duties, costs, and liabilities associated with managing the Ash within the container. Title to and liability for any Unacceptable Waste shall remain with the City at all times.

(B) Hazards. If a container is delivered by or on behalf of the Company to the Disposal Site with external evidence (such as smoke or extreme heat) that the container might contain hazardous or explosive material, the Company shall take steps necessary to protect its employees and the public from potential hazard. The Company is responsible for all costs and liabilities associated with managing the Ash within the container.

(C) Identification of Vehicles. The Company shall ensure that each loaded vehicle containing Ash is individually identifiable for tracking purposes. The Company shall insure that each loaded vehicle is weighed by the City on the scales prior to its departure. The Company shall maintain its own records for each loaded vehicle containing Ash and the date and time of departure and arrival and destination of each loaded vehicle containing Ash. The Company shall make these records available to the City upon request and shall make current vehicle location information available to the City at any time upon request in order to respond to emergencies or for other City waste management purposes.

SECTION 5.4. ACCIDENTS DURING TRANSPORT. The Company or its Subcompany, as applicable, shall transport all Ash to the Disposal Site in accordance with the Contract Standards. The Company shall give notice to the City and all appropriate Governmental Bodies immediately upon the occurrence of any accident involving vehicles used for transportation of any Ash and shall commence remedial action in accordance with Applicable Law and all other applicable Contract Standards. In the event of any accident involving the Company or its Subcompanies' vehicles or any accident caused by the Company or its Subcompanies, the Company shall pay any resulting fines, assessments, penalties or damages resulting therefrom and indemnify, defend and hold harmless the City Indemnitees from any Loss-and-Expense resulting therefrom in the manner provided in Section 9.2.

SECTION 5.5. SPILLAGE, LEAKAGE, AND OTHER NUISANCES. Without limiting anything under this Contract, the Company or its Subcompany, as applicable, shall:

- (1) be responsible for the cleanup of any spillage or leakage caused by the Company or the Company's employees or Subcompanies;
- (2) clean up any materials, including leakage of fluids, spilled while performing the Contract Services;
- (3) ensure that all materials are contained, covered and enclosed during transport to prevent leaking, spilling, or blowing of materials;
- (4) perform all clean-ups within two (2) hours of when the Company or the Company's employees or Subcompanies first learns of the spilling, leaking or blowing of materials;
- (5) pick up all litter caused by the performance of the Contract Services;
- (6) maintain or cause to be maintained all Company Provided Facilities, including all associated equipment, in a manner that prevents odors, including through routine cleaning of such equipment; and
- (7) ensure that nuisances are not caused by the Company or the Company's employees or Subcompanies while performing the Contract Services.

SECTION 5.6 RIGHT TO INSPECT, REJECT. The City and the Company shall mutually agree upon a mutual Ash testing schedule. The Company shall not be required to receive, accept or dispose of any Unacceptable Waste. Notwithstanding anything contained herein to the contrary, the Company reserves the right to inspect and test (at the WTE Facility and/or the Disposal Site before disposal), any and all waste and other material received at the Disposal Site hereunder for Disposal. The Company may reject any Unacceptable Waste or such Suspicious Waste that Company reasonably and in good faith believes would, upon Disposal, (a) not be consistent with the Company's special waste management plan, (b) be a violation of Applicable Law, or (c) in the Company's reasonable opinion would present a significant risk to human health or the environment or create or expose the Company, the City or any affiliate thereof to potential liability.

SECTION 5.7 CONTINUING COMPLIANCE. The City has a continuing obligation to inform the Company of any new information, or information not previously provided to the Company by the City which may affect the acceptability of the Ash by the Company (including, without limitation, all information related to materials previously provided to the Company hereunder, and materials to be delivered in the future). Further, the City shall comply with all reasonable requests by the Company for evidence of the City's continuing compliance with the terms of this Contract, including, but not limited to, the following: (a) providing new, updated waste profiles on Ash offered for Disposal, (b) providing appropriate certification that the Ash being offered for Disposal is accurately reflected by the appropriate application, (c) allow the Company to re-sample the Ash if reasonable cause exists as to its acceptability under the terms of this Contract (and the City shall be responsible for all costs and expenses associated with such sampling if such Ash is determined to be Unacceptable Waste), or (d) all of the above; provided however, any testing of Ash will only include criteria established in the Facility's Ash Management Plan or any other subsequent agreements with the Department of Ecology.

ARTICLE VI RECORDS AND REPORTING

SECTION 6.1. REPORTS. The Company shall provide to the City the following information on a monthly basis:

- (1) documentation regarding deliveries of Ash to the Company Provided Facilities, including date of delivery, date of Disposal at the Disposal Site, tonnage of Ash transported to and Disposed of at the Disposal Site, type of container or trailer (i.e., closed top or open top and compacted or uncompacted) and any other related information reasonably requested by the City;
- (2) a summary of any accidents that occurred during the prior month and that are required to be reported hereunder, including the date and time of each such accident, a description of the accident and a description of the actions taken by the Company in response, including all notices and reports required to be given and made hereunder; and
- (3) any other information reasonably requested by the City.

SECTION 6.2. ASSET AND FINANCIAL RECORDS.

(A) **Availability of Records to City.** The Company shall make available to the City upon City request all records required to be kept pursuant to this Section, including all operations, maintenance, performance and similar records and data as are available to the Disposal Site. Said Records shall be maintained and available to the City for a period of at least three (3) years from the termination of this Contract.

SECTION 6.3. COMPLIANCE WITH APPLICABLE LAW.

(A) **Compliance Obligation.** The Company shall perform the Contract Services in accordance with Applicable Law (including all applicable federal, State and local environmental laws, regulations, ordinances, rules, requirements, permits and other authorizations that affect the Contract Services), and shall cause all Subcompanies to comply with Applicable Law.

(B) **Investigations of Non-Compliance.** In connection with any actual or alleged event of non-compliance with Applicable Law, the Company shall, in addition to any other duties which Applicable Law may impose: (1) fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any Governmental Body; (2) attend all meetings and hearings required by any Governmental Body; (3) provide all corrective action plans, reports, submittals and documentation required by any Governmental Body; and (4) immediately upon receipt thereof, provide the City with a true, correct and complete copy of any written notice of violation or non-compliance with Applicable Law, and true and accurate transcripts of any oral notice of non-compliance with Applicable Law, issued or given by any Governmental Body. The Company shall furnish the City with an immediate written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or non-compliance.

(C) Fines, Penalties and Remediation. Except to the extent excused by Uncontrollable Circumstances in accordance with this Contract, in the event that the Company or any Subcompany fails at any time to comply with Applicable Law, the Company shall, without limiting any other remedy available to the City upon such an occurrence and notwithstanding any other provision of this Contract: (1) immediately correct such failure and resume compliance with Applicable Law; (2) indemnify, defend and hold harmless the City Indemnitees from any Loss-and-Expense resulting therefrom in the manner provided in Section 9.2; (3) pay any resulting damages, fines, assessments, levies, impositions, penalties or other charges; (4) make all improvements and changes in operating and management practices which are necessary to assure that the failure of compliance with Applicable Law will not recur; and (5) comply with any corrective action plan filed with or mandated by any Governmental Body in order to remedy the failure to comply with Applicable Law.

ARTICLE VII

ASH DISPOSAL CHARGE - “SERVICE FEE”

SECTION 7.1. SERVICE FEE. Beginning on the Commencement Date, the City shall pay the Company an Ash Disposal charge in accordance with this Article (the “Service Fee”) as the sole compensation for the Company’s performance of the Contract Services under this Contract. The Service Fee shall be calculated and paid to the Company according to this Article.

(A) Generally. The Service Fee is an all-inclusive set fee per ton, based on whether the Ash is used as ADCM or Disposed in a Mono-Cell. The Service Fee for any Billing Period shall be an amount equal to the product of (a) the number of Tons of Ash accepted at the Disposal Site from the WTE Facility, multiplied by (b) \$63.00 for Ash used as ADCM or \$71.00 per ton for Ash Disposed of in the Mono-Cell. These per ton Service Fees are all inclusive and subject to annual price adjustments listed in subsection B.

(B) Annual Adjustment. The first full year (2024) of the Contract will be the base year for assessment, each subsequent year there will be an opportunity for price adjustment using the method as follows. Price adjustment review will occur in Q4 of a given calendar year and published for both parties to review prior to effectivity date on January 1 of the following year. The first opportunity for adjustment will have an effective date of January 1st, 2025.

The City will adjust the Service Fee to reflect increases in the United States Department of Labor, Bureau of Labor Statistics, West-Size Class B/C, Consumer Price Index, all Items for All Urban Consumers (CPI-U) (the “Index”). The adjustment factor for computing annual rate adjustments shall be computed by dividing the Index number for October of the just completed year by the Index number for the previous year. In the event the Index number remains unchanged, no rate adjustment will be made, and the next rate adjustment shall not occur until the Index number increases to a number exceeding the highest previous Index number, and shall be computed using the previous highest Index number.

Example Calculation of Annual Rate Adjustments

	<u>Index</u>	<u>Adjust Factor</u>	<u>Service Fee</u>
Base Year N	125		\$50
N+1	125.844	1.030752	\$51.54
N+2	133.315	1.034710	\$53.33
N+3*	132.474	No Change	\$53.33
N+4**	133	No Change	\$53.33
N+5	137.748	1.033252	\$55.10
N+6	140.054	1.016741	\$56.02

*No change – Index decreased

**No change – Index did not exceed highest previous Index

(C) Increases for Taxes, Fees and Other Governmental Charges. Notwithstanding anything herein to the contrary, the Company may pass through and the City shall pay to the Company any documented increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Company (other than income or real property taxes). Notwithstanding the foregoing, the Company shall provide the City at least thirty (30) days advanced written notice of any such proposed pass through and shall be subject to City review and approval (which shall not be unreasonably withheld, conditioned or delayed).

SECTION 7.2. BILLING AND PAYMENT.

(A) Billing. The City shall pay the Service Fee for each Reporting Year monthly in an amount equal to the sum of on a monthly basis and in accordance with Section 7.1.

(B) Payment. The Service Fee for each Billing Period shall be compensation for the Contract Services rendered during the prior month. If the Company provides the City with an accurate invoice (referencing this Contract) by the fifteenth (15th) day of the month following the applicable Billing Period which sets forth the required Service Fee components, computations, information and supporting documentation for such Billing Period as calculated for the then current month, and such other documentation or information as the City may reasonably require to determine the accuracy and appropriateness of the invoice, then the City shall pay the invoice within thirty (30) days after receipt.

SECTION 7.3. BILLING STATEMENT DISPUTES. If the City disputes any amount billed by the Company, the City may either (1) pay the disputed amount when otherwise due, and provide the Company with a written objection indicating the amount that is being disputed and

providing all reasons then known to the City for its objection to or disagreement with such amount, or (2) withhold payment of the disputed amount and provide the Company with written objection as aforesaid within the time when such amount would otherwise have been payable. When any billing dispute is finally resolved, if payment by the City to the Company of amounts withheld or reimbursement to the City by the Company of amounts paid under protest is required, such payment or reimbursement shall be made within forty-five (45) days after the date of resolution, with interest thereon at the Overdue Rate calculated from the date of resolution to the date of payment.

SECTION 7.4. TAXES. The Company shall be responsible for all federal, State, City and municipal Taxes and any other Tax imposed in connection with its performance of the Contract Services; provided, however, that the City shall be responsible for all real property Taxes which may be assessed against the WTE Facility.

ARTICLE VIII DEFAULT, TERMINATION AND DISPUTE RESOLUTION

SECTION 8.1. REMEDIES FOR BREACH. The Parties agree that, except as otherwise provided in this Article with respect to termination rights, in the event that either Party breaches this Contract, the other Party may exercise any legal rights it has under this Contract, under the Security Instruments or under Applicable Law to recover damages or to secure specific performance, and that such rights to recover damages and to secure specific performance shall ordinarily constitute adequate remedies for any such breach. Neither Party shall have the right to terminate this Contract for cause except upon the occurrence of an Event of Default.

SECTION 8.2. EVENTS OF DEFAULT BY THE COMPANY.

(A) Events of Default Not Requiring Previous Notice or Further Cure Opportunity for Termination. Each of the following will constitute an Event of Default by the Company upon which the City, by notice to the Company, may terminate this Contract without any requirement of having given notice previously or of providing any further cure opportunity:

- (1) Security for Performance. The failure of the Company to obtain, maintain in full force and effect or renew within thirty (30) days prior to expiration any Security Instrument required by Article 8 as security for the performance of this Contract;
- (2) Required Insurance. The failure of the Company to obtain and maintain in full force and effect in accordance with the requirements of this Contract any Required Insurance coverage;
- (3) Fraud or Debarment. The Company is party to fraud against the City, or the Company is disbarred, suspended, or otherwise disqualified from federal, State or City contracting for any services similar in nature to the Contract Services;

- (4) Assignment or Transfer without Consent. The assignment or transfer by the Company of this Contract or any right or interest herein without the City's prior written consent;
- (5) Insolvency. The insolvency of the Company as determined under Applicable Law;
- (6) Voluntary Bankruptcy. The filing by the Company of a petition of voluntary bankruptcy under the Bankruptcy Code; the consenting of the Company to the filing of any bankruptcy or reorganization petition against the Company under the Bankruptcy Code; or the filing by the Company of a petition to reorganize the Company pursuant to the Bankruptcy Code; and
- (7) Involuntary Bankruptcy/Receivership. The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the Company or of a major part of the Company's property, respectively, or the filing against the Company of a petition to reorganize the Company pursuant to the Bankruptcy Code, which order shall not have been discharged or which filing shall not have been dismissed within ninety (90) days after such issuance or filing, respectively.
- (8) Change in Law. A Change in Law prevents the Disposal Site from accepting Ash for Disposal.

(B) Events of Default Requiring Previous Notice and Cure Opportunity for Termination. It will be an Event of Default by the Company upon which the City may terminate this Contract, by notice to the Company, if: (1) any representation or warranty of the Company hereunder was false or inaccurate in any material respect when made, and the legality of this Contract or the ability of the Company to carry out its obligations hereunder is thereby adversely affected; or (2) the Company fails, refuses or otherwise defaults in its duty (a) to pay any amount required to be paid to the City under this Contract within sixty (60) days following the due date for such payment, or (b) to perform any material obligation under this Contract (unless such default is excused by an Uncontrollable Circumstance as and to the extent provided herein), except that no such default (other than those set forth in subsection (A) of this Section) will constitute an Event of Default giving the City the right to terminate this Contract for cause under this subsection unless:

- (1) The City has given prior written notice to the Company stating that in its opinion a specified default in its duty to pay or perform exists which gives the City a right to terminate this Contract for cause under this Section, and describing the default in reasonable detail; and
- (2) The Company has not initiated within a reasonable time (in any event not more than thirty (30) days from the initial default notice) and continued with due diligence to carry out to completion all actions reasonably necessary to correct the default and prevent its recurrence.
- (3) If the Company has initiated within such reasonable time and continued with due diligence to carry out to completion all such actions, the default

will not constitute an Event of Default during such period of time (in any event not more than sixty (60) days from the initial default notice) as the Company continues with due diligence to carry out to completion all such actions.

(C) Remedies Upon Company Event of Default. The right of termination provided under this Section upon an Event of Default by the Company is not exclusive. If this Contract is terminated by the City for an Event of Default by the Company, the City will have the right to pursue a cause of action for actual damages and to exercise all other remedies which are available to it under this Contract, under the Security Instruments and under Applicable Law. The Company acknowledges and agrees that actual damages will include the costs, fees, expenses, and damages incurred by City on account of the Company Event of Default, including re-procurement costs and any costs in excess of the Service that are necessary provide for the Contract Services.

SECTION 8.3. TERMINATION

(A) Uncontrollable Circumstances. In the event an Uncontrollable Circumstance causes a total constructive loss of the WTE Facility, or in the event an Uncontrollable Circumstance prevents the Disposal Site from accepting Ash for Disposal, the affected Party shall not be required to pay the other Party any termination fee.

(B) Non-Appropriation of Funds. This Contract is subject to modification or termination by the City if adequate funds are not appropriated to support continuation of performance in any fiscal year following the first Reporting Year. In the event adequate funds are not appropriated to support continuation of performance, the City shall be entitled to terminate this Contract without further liability to the Company.

(C) Payment of Amounts Owed Through the Termination Date and Termination Costs. Upon any termination pursuant to this Section, the Company shall also be paid all amounts due for the Contract Services to be paid as part of the Service Fee but not yet paid as of the Termination Date.

SECTION 8.4. OBLIGATIONS UPON TERMINATION OR EXPIRATION.

(A) Company Obligations. Upon a termination of the Company's right to perform this Contract under this Article, or upon the expiration of this Contract under Section 3.1, the Company shall, as applicable:

- (1) stop the Contract Services on the date and to the extent specified by the City;
- (2) notify the City promptly in writing of any Legal relating to the termination of this Contract;
- (3) give written notice of termination, effective as of the Termination Date, promptly under each policy of Required Insurance (with a copy of each such notice to the City), but permit the City to continue such policies thereafter at its own expense, if possible;

SECTION 8.5. SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION. All representations and warranties of the Parties contained in this Contract, the Parties indemnity obligations in this Contract with respect to events that occurred prior to the Termination Date or during the Company's provision of the transition services under Section 9.3, and all other provisions of this Contract that so provide shall survive the termination of this Contract, subject to any statute of limitation provisions of Applicable Law. No termination of this Contract shall (1) limit or otherwise affect the respective rights and obligations of the Parties accrued prior to the date of such termination; or (2) preclude either Party from impleading the other Party in any Legal Proceeding originated by a third party as to any matter occurring during the Term to the extent permitted under Applicable Law.

SECTION 8.6. NO WAIVERS. No action of the City or the Company under this Contract (including any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Contract. No course of dealing or delay by the City or the Company in exercising any right, power or remedy under this Contract shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the City or the Company under this Contract shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

SECTION 8.7. NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory; provided, however, that the waiver of the foregoing damages under this Section is intended to apply only to disputes and claims as between the City and the Company. Nothing in this Section shall limit the obligation of a Party to indemnify, defend and hold harmless the other Party for any special, incidental, consequential, punitive or similar damages payable to third parties resulting from any act or circumstance for which the indemnifying Party is obligated to indemnify the indemnified Party in accordance with and to the extent provided hereunder. In addition, the Company acknowledges and agrees that nothing in this Section shall serve as a limitation or defense with respect to any obligation of the Company to pay any liquidated damages specifically provided for under this Contract.

SECTION 8.8. FORUM FOR DISPUTE RESOLUTION. It is the express intention of the Parties that all litigation or other legal proceedings related to this Contract or to the Transfer Stations, any Disposal Site or to any rights or any relationship between the Parties arising from this Contract ("Legal Proceedings") shall be solely and exclusively initiated and maintained in the Washington State Superior Court for Spokane City. The Company and the City each irrevocably consents to the jurisdiction of that court in any such Legal Proceedings, waives any objection it may have to so laying the jurisdiction of any such Legal Proceeding, and the Company and City waives its right to a trial by jury.

SECTION 8.9. NON-BINDING MEDIATION.

(A) Rights to Request and Decline. Either Party may request Non-Binding Mediation of any dispute arising under this Contract. The non-requesting Party may decline the request in its sole discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply. The costs of such Non- Binding Mediation shall be divided equally between the City and the Company.

(B) Procedure. The Mediator shall be a professional engineer, attorney or other professional mutually acceptable to the Parties who has no current or on-going relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each Party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one Party determines in its sole discretion that its interests are not being served by the mediation.

(C) Non-Binding Effect. Mediation is intended to assist the Parties in resolving disputes over the correct interpretation or application of this Contract. No Mediator shall be empowered to render a binding decision.

(D) Relation to Judicial Legal Proceedings. Nothing in this Section shall operate to limit, interfere with or delay the right of either Party under this Article to commence judicial Legal Proceedings upon a breach of this Contract by the other Party, whether in lieu of, concurrently with, or at the conclusion of any Non-Binding Mediation.

SECTION 8.10. CONTINUANCE OF PERFORMANCE DURING DISPUTE. Unless otherwise directed in writing by City, at all times during the course of any dispute resolution procedure or Legal Proceeding, the Company shall continue with the performance of all Contract Services in a diligent manner and in accordance with the applicable provisions of this Contract. The City shall continue to satisfy its uncontested payment obligations to the Company during the pendency of any such dispute, subject to the terms and conditions of this Contract. Records of the Contract Services performed during such time shall be kept in accordance with the applicable provisions of this Contract.

ARTICLE IX
INSURANCE, UNCONTROLLABLE CIRCUMSTANCES AND INDEMNIFICATION

SECTION 9.1. REQUIRED INSURANCE. During the term of this Contract, the Company shall maintain in force at its own expense, each insurance coverage noted below:

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

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

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

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

As evidence of the insurance coverages required by this Contract, the Company shall furnish acceptable insurance certificates to the City within ten (10) days following its execution and return of this Contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION 9.2. UNCONTROLLABLE CIRCUMSTANCES.

(A) Relief from Obligations. Except as expressly provided in this Contract, a Party shall not be liable to the other Party for any loss, damage, delay, default or failure to perform any obligation to the extent resulting from an Uncontrollable Circumstance. The Parties agree that the relief for an Uncontrollable Circumstance shall apply to all obligations in this Contract, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Contract but not other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a Party's obligation to pay monies previously accrued and owing under this Contract, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances.

(B) Notice and Mitigation. The Party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other Party by telephone, facsimile or email (accompanied by a telephone call to the City's Contract Representative), on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within fifteen (15) days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such Party's obligations hereunder shall be delayed, or otherwise affected; (3) the estimated amount, if any, by which the Service Fee may need to be adjusted as a result of such Uncontrollable Circumstance; (4) its estimated impact on the other obligations of such Party under this Contract; and (5) potential mitigating actions which might be taken by the Company or City and any areas where costs might be reduced and the approximate amount of such cost reductions. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected Party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever an Uncontrollable Circumstance occurs, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use all reasonable efforts to eliminate the cause thereof, mitigate and limit damage to itself and the other Party, and resume full performance under this Contract. While the Uncontrollable Circumstance continues, the affected Party shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted. The

Party claiming to be adversely affected by an Uncontrollable Circumstances shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other Party. The Company shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the City.

(C) Conditions to Cost, Performance and Schedule Relief. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost of the Company's performing the Contract Services in accordance herewith, and the Company has given timely notice as required by subsection (B) of this Section, the Company shall be entitled to an increase in the Service Fee, relief from its performance obligations, or an extension of schedule which properly reflects the increased cost, the interference with performance, or the time lost as a result thereof, in each case only to the minimum extent reasonably forced on the Company by the event, and the Company shall perform all other Contract Services. In the event that the Company believes it is entitled to any Service Fee, performance or schedule relief on account of any Uncontrollable Circumstance, it shall furnish the City written notice of the specific relief requested and detailing the event giving rise to the claim within ten (10) days after the giving of notice delivered pursuant to subsection (B) of this Section. Within thirty (30) days after receipt of such a timely submission from the Company, the City shall issue a written determination as to the extent, if any, it concurs with the Company's claim for Service Fee, performance or schedule relief, and the reasons therefor. The Company acknowledges that its failure to give timely notice pertaining to an Uncontrollable Circumstance as required under this Section may adversely affect the City. To the extent the City asserts that any such adverse effect has occurred and that the adjustment to the Company under this subsection should be reduced to account for such adverse effect, the Company shall have the affirmative burden of refuting the City's assertion. Absent such refutation, the reduction in adjustment to the Company asserted by the City in such circumstances shall be effective. The agreement of the Parties as to the specific relief to the Company on account of an Uncontrollable Circumstance shall be evidenced by a Contract Administration Memorandum or a Contract Amendment, as applicable.

(D) Acceptance of Relief Constitutes Release. The Company's acceptance of any Service Fee, performance or schedule relief under this Section shall be construed as a release of the City by the Company (and all persons claiming by, through or under the Company) for any and all Loss-and-Expense resulting from, or otherwise attributable to, the event giving rise to the relief claimed.

SECTION 9.3. INDEMNIFICATION

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) property damage, and/or contamination of or adverse effects on the environment, which arise from the Company's negligence or willful misconduct under this Contract, including reasonable attorneys' fees and litigation costs; provided that nothing herein shall require the Company to indemnify the City against and hold harmless the City from claims, demands or suits based upon the negligence or willful misconduct of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence or willful misconduct of the Company's agents or employees and the City, its agents, officers and employees,

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

The City shall defend, indemnify, and hold the Company and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death), property damage, and/or contamination of or adverse effects on the environment, including reasonable attorneys' fees and litigation costs, which arise from (i) the City's negligence or willful misconduct under this Contract; provided that nothing herein shall require the City to indemnify the Company against and hold harmless the Company from claims, demands or suits based upon the negligence or willful misconduct of the Company, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence or willful misconduct of the City's agents or employees and the Company, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence or willful misconduct of the City, its agents or employees. The City specifically assumes liability and agrees to defend, indemnify, and hold the Company harmless for actions brought by the City's own employees against the Company and, solely for the purpose of this indemnification and defense, the City specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The City recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the Company harmless provided for in this section shall survive any termination or expiration of this Contract.

ARTICLE X MISCELLANEOUS

SECTION 10.1. RELATIONSHIP OF THE PARTIES. The Company is an independent Company of the City and the relationship between the Parties shall be limited to performance of this Contract in accordance with its terms. Neither Party shall have any responsibility with respect to the services to be provided or contractual benefits assumed by the other Party. Nothing in this Contract shall be deemed to constitute either Party a partner, agent or legal representative of the other party. No liability or benefits, such as workers compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to any Party's agent or employee as a result of this Contract or the performance thereof.

SECTION 10.2. LIMITED RECOURSE TO CITY. No recourse shall be had to the general fund or general credit of the City for the payment of any amount due the Company hereunder, whether on account of the Service Fee or for any payment or claim of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the Company for all such amounts shall be to the funds held in the City's

Solid Waste Enterprise Fund, as described in the City’s annual audit report. All amounts held in the Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the Company.

SECTION 10.3. ASSIGNMENT

(A) By the Company. The Company shall not assign, transfer, convey, sell, lease, encumber or otherwise dispose of (collectively, “transfer”) this Contract, its right to execute the same, or its right, title or interest in all or any part of this Contract or any monies due hereunder whatsoever prior to their payment to the Company, whether legally or equitably, by power of attorney or otherwise, without the prior written consent of the City. For purposes of this Section 10.4, transfer includes the acquisition of a controlling interest in the Company by another Party, through any process of merger, acquisition, stock transfer or other transaction.

Any such approval given in one instance shall not relieve the Company of its obligation to obtain the prior written approval of the City to any further assignment. Any such assignment of this Contract which is approved by the City shall require the assignee of the Company to assume the performance of and observe all obligations, representations and warranties of the Company under this Contract. The approval of any assignment, transfer or conveyance shall not operate to release the Company in any way from any of its obligations under this Contract unless such approval specifically provides otherwise.

SECTION 10.4. AMENDMENT AND WAIVER.

(A) Contract Amendments. Notwithstanding the provisions herein, no material change, alteration, revision or modification of the terms and conditions of this Contract shall be made except through a written amendment to this Contract duly authorized, approved or ratified by the City and duly authorized by the Company (a “Contract Amendment”).

(B) Waiver. Any of the terms, covenants, and conditions of this Contract may be waived at any time by the Party entitled to the benefit of such term, covenant or condition if such waiver is in writing and executed by the Party against whom such waiver is asserted.

SECTION 10.5. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all Subcompanies comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

SECTION 10.6. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in this Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract. The Company will comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by

Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)

SECTION 10.7. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City’s Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

SECTION 10.8. NOTICES.

(A) Procedure. Except as specifically provided in subsection herein with respect to the initial notice of an Uncontrollable Circumstance, all notices, consents, approvals or written communications given pursuant to the terms of this Contract shall be: (1) in writing and delivered in person; (2) transmitted by certified mail, return, receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally-recognized overnight courier service with signed verification of delivery; or (3) given by email if a signed original is deposited in the United States Mail within two days after transmission. Notices shall be deemed given only when actually received at the address first given below with respect to each Party. Either Party may, by like notice, designate further or different addresses to which subsequent notices shall be sent.

(B) Company Notice Address. Notices required to be given to the Company shall be addressed as follows:

Finley-Buttes Limited Partnership
c/o Waste Connections of Washington, Inc.
12115 NE 99th St #1830
Vancouver, WA 98682
Attention: Division Vice President

With copies to:

Waste Connections US Holdings, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Legal Department

(C) City Notice Address. Notices required to be given to the City shall be addressed as follows:

City of Spokane
Waste-to-Energy Facility
2900 South Geiger Boulevard, Spokane, Washington.
Attn: Director Solid Waste Management
CAveryt@Spokanecity.org

With a copy to:

City Attorney's Office
808 W. Spokane Falls Blvd
Spokane, WA 99220

SECTION 10.9. NOTICE OF LITIGATION. In the event the Company or City receives notice of or undertakes the defense or the prosecution of any Legal Proceedings, claims, or investigations in connection with the Ash, the Party receiving such notice or undertaking such prosecution shall give the other Party timely notice of such proceedings and shall inform the other Party in advance of all hearings regarding such proceedings.

SECTION 10.10. FURTHER ASSURANCES. The City and Company each agree to execute and deliver such further instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Contract. The City and the Company, in order to carry out this Contract, each shall provide such information, execute such further instruments and documents and take such actions as may be reasonably requested by the other and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from or in excess of or in addition to those expressly provided for herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives on the day and year first set forth above.

FINLEY-BUTTES LIMITED PARTNERSHIP

CITY OF SPOKANE

By: _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

By: _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

STATE OF

ss:

CITY OF

I certify that I know or have satisfactory evidence that the above _____ is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged as the authorized agent(s) for Finley Buttes, LP., the Company to be the free and voluntary act of the Company for the uses and purposes mentioned in this instrument.

DATED this _ day of _____ 202____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____

My appointment expires _____

EXHIBIT A
SPECIAL WASTE ACCEPTANCE CRITERIA

[To be attached hereto.]

Form 1

PERFORMANCE BOND

[Form of Performance Bond to be approved or provided by the Company's surety.]

We, **Finley Buttes, L.P.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of _____ (\$_____) for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SERVICE CONTRACT FOR TRANSPORT AND DISPOSAL OF ASH**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

FINLEY BUTTES L.P.,
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
signed this document; on oath stated that he/she was authorized to sign the document and
acknowledged it as the agent or representative of the named Surety Company which is authorized
to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

APPENDIX 1

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

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

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

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

RFP Draft Contract Appendices

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

4.8

4.8 - WA Commerce Grant, Middle Housing Grant Application

Black, Tirrell

Sponsors: CM Cathcart & Wilkerson

WA Commerce announced the availability of 2023-2025 Middle Housing Grant funds of \$75,000 with two funding rounds. The City would like to apply for this grant to implement development code text amendments and a study to provide recommendations for infrastructure and/or processing discrepancies between SFRs and middle housing.

| For Information

Attachments

[Middle_Housing_Grant_WACommerce_PlanningDept_09_11_2023.pdf](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Planning & Economic Development
Contact Name	Tirrell Black
Contact Email & Phone	tblack@spokanecity.org ; 509-625-6185
Council Sponsor(s)	CM Cathcart; CM Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	WA Commerce Grant, Middle Housing Grant Application
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>WA Commerce has announced the availability of 2023-2025 Middle Housing Grant funds. This grant is only available to cities or counties. The deadline for this grant is September 15, 2023. The city may apply for the Middle Housing Grant for \$75,000, with two funding periods; \$37,500 of the funds are available through June 30, 2024, with the second \$37,500 available between July 1, 2024 and June 30, 2025.</p> <p>The Middle Housing Grant aims to assist jurisdictions in updating their policies to allow for middle housing development. Grant work and deliverables must focus on implementing the middle housing requirements in HB 1110 (2023).</p> <p>The work also aligns with the Spokane Housing Action Plan strategy A1: <i>to explore and expand allowed housing types to encourage missing middle housing throughout Spokane's neighborhoods.</i></p> <p>The City's grant application focuses on implementing the following:</p> <ul style="list-style-type: none"> Development code text amendments that incorporate requirements of HB 1110 as part of the Building Opportunity for Housing project; and Study to identify and provide recommendations to address infrastructure and/or processing discrepancies between single-unit detached homes and middle housing.
Proposed Council Action	No action at this time; If grant awarded, Council be notified
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: WA Commerce Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) There are no match requirements for this grant.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Increasing middle housing options over time will lead to more diversity of housing types and levels of affordability. Expanding the types of housing allowed in zones through development code changes can help decrease the overall costs of development while encouraging and possibly incentivizing a more diverse range of housing. This can help increase affordability and access to housing for more residents in neighborhoods across the city.

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

No data collection is directly expected from these proposed grant activities.

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?

Shaping Spokane Comprehensive Plan, Chapters 3 & 6
Spokane Housing Action Plan
WA State HB 1110 (2023)

4.9

4.9 - 2024 Connecting Housing to Infrastructure Program (CHIP) Grant

Sulya, Nathan

Grant for funding utility infrastructure for the low-income housing projects.

| For Information

Attachments

[CHIP 2024 Briefing Paper.docx](#)

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	ICM
Contact Name	Nate Sulya
Contact Email & Phone	nsulya@spokanecity.org 509-625-6988
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Connecting Housing to Infrastructure Program (CHIP) Grant
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The City will work with the Spokane Housing Authority to apply for a Connecting Housing to Infrastructure Program (CHIP) Grant. This grant is to fund utility infrastructure for the low-income housing projects. Grant funds will be awarded in early 2024. Awarded funds will be used for the construction of water, sewer, and stormwater improvements at Hifumi En apartments (926 E. 8 th Ave). The award will ultimately be assigned to Spokane Housing Authority.
Proposed Council Action	N/a – for information only
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all residents and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/a - This is a public works project and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

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

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

This project is consistent with our adopted six-year programs.

4.10

4.10 - Council Sponsor CM Stratton - Purchase of Used Undercover Unit for SPD.

Giddings, Richard

| For Information

Attachments

[SPD TACOPS Used Vehicle Briefing Paper.docx](#)

SPDCommittee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	TACOPS Undercover Vehicle Purchase
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase a used undercover vehicle for the Police Department's Tactical Operations Team. The cost including tax and commissioning is not to exceed \$40,000.
Proposed Council Action	Approval 09/25/2023
Fiscal Impact Total Cost: <u>40,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 2023 Police Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data through our Fleet Information Management System to track vehicle lifecycle costs.	
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? Aligns with Capital Improvement Plan and Centralized Fleet Policy.	

5 - Executive Session

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

6 - Adjournment

7 - Next Meeting

The next meeting of the Urban Experience Committee will be held at 1:15 p.m. on October 9, 2023.