CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

1. **No Clapping!**
2. **No Cheering!**
3. **No Booing!**
4. **No public outbursts!**
5. **Three-minute time limit for comments made during open forum and public testimony on legislative items!**
6. **No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.

B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.

C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:

    a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.

    b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.

d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.

e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.

f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.

2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.

D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE

ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 22, 2019

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES THAT FACILITATE ECONOMIC OPPORTUNITY AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON
COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS
COUNCIL MEMBER KATE BURKE
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION
1. Purchases without Contract by Fleet Operations for a combination sewer cleaner the Wastewater Maintenance Department using Sourcewell Contract 122017-FSC from:	**Approve All**
a. Owen Equipment for the body—$311,338.30 (incl. tax).	**OPR 2019-0285**
b. Kenworth Sales Company for a chassis—$150,927.90 (incl. tax).	**OPR 2019-0286**
David Paine	
2. Purchases without Contract by Fleet Operations for a hydro jetter the Wastewater Maintenance Department using Sourcewell Contract 122017-FSC from:	**Approve All**
a. Owen Equipment for the body—$225,902.12 (incl. tax).	**OPR 2019-0287**
b. Kenworth Sales Company for the chassis—$123,194.07 (incl. tax).	**OPR 2019-0288**
David Paine	

3.	**Purchase without Contract by Fleet Operations for three snow plows from Wausau Equipment for the Street Department using Sourcewell Contract No. 080818-WAS—$72,422.85 (incl. tax).** **David Paine**	**Approve**	**OPR 2019-0289**
4.	**Purchase without Contract by Fleet Operations for three Ford Escapes for the Planning and Building Services, two Ford Escapes for Code Enforcement, and five Ford Escapes for Parking Enforcement from Columbia Ford using Washington State Contract #05916—$258,815.84 (incl. tax).** **David Paine**	**Approve**	**OPR 2019-0305**
5.	**Purchase without Contract by Fleet Operations for a tico pro setter from Leavitt Machinery USA for the Waste to Energy Facility—$108,355.50 (incl. tax).** **David Paine**	**Approve**	**OPR 2019-0290**
6.	**Contract with Unitec Corporation for the removal and installation of a new in-ground truck scale for the Waste to Energy Facility—$107,014 (incl. tax).** **Chris Averyt**	**Approve**	**OPR 2019-0291** **WTE 19-006**
7.	**Contract with Incapsulate, LLC, for implementation, conversion, integration, training, and hosting services of the Customer Relationship Management replacement from May 1, 2019, thru April 30, 2022, with the option of two 1-year renewals—$402,455 (incl. tax). (Relates to Special Budget Ordinance C35670.)** **Michael Sloon**	**Approve**	**OPR 2019-0292** **RFP 4481-18**
8.	**Contract with Carahsoft Technology Corp. for purchase and annual support of Salesforce CRM licenses in support of the Incapsulate CRM Replacement from May 1, 2019, thru April 30, 2020—$69,748.16 (incl. tax). (Relates to Special Budget Ordinance C35670.)** **Michael Sloon**	**Approve**	**OPR 2019-0293** **RFP 4481-18**
9.	**Contract Amendment with Volt Workforce Solutions (Spokane, WA) to increase funds for Project Management Professional Services for support of the Incapsulate CRM Replacement project—$76,000. (Relates to Special Budget Ordinance C35670.)** **Michael Sloon**	**Approve**	**OPR 2017-0876** **RFP 4481-18**
10.	**Contract with Infor Public Sector Inc. to license, use, and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software from May 1, 2019, thru April 30, 2020—$68,315.88.** **Jay Atwood**	**Approve**	**OPR 2019-0294** **BID 2019-129**
11.	**Low bid for Hurliman Heating & Air Conditioning, Inc. for HVAC replacement at Fire Stations 3, 9, and 11—$107,811 (incl. tax).** **Curtis Harris**	**Approve**	**OPR 2019-0295** **RFP 2019-129**

12.	Low Bid of LaRiviere, Inc. (Rathdrum, ID) for Sprague Avenue Rebuild 2A-$3,100,696 (plus tax). An administrative reserve of $310,069.60 (plus tax), which is 10% of the contract price, will be set aside. (East Central Neighborhood) (Deferred from April 8, 2019, Agenda) Kyle Twohig	Approve	OPR 2019-0252 ENG2014155
13.	Report of the Mayor of pending:	Approve & Authorize Payments	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.		CPR 2019-0002
	b. Payroll claims of previously approved obligations through_____, 2019: $_____.		CPR 2019-0003
14.	City Council Meeting Minutes: _____, 2019.	Approve All	CPR 2019-0013

EXECUTIVE SESSION

(Closed Session of Council)
(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35760 **IT Fund**
FROM: Unappropriated Reserves, $548,203.16;
TO: Capitalized Software, same amount.

(This action arises from the need to replace existing Customer Relationship Management System.) (Relates to Consent Agenda Items No. 7, 8, and 9.)
Michael Sloon

ORD C35761 Development Services Fund
FROM: Undesignated Reserves, $69,000;
TO: Vehicles, same amount.

(This action allows replacing a vehicle that was totaled and two other vehicles that are aged and require repairs that take them out of service for long periods of time and impact our operations.)
Kris Becker

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0022 Authorizing the sale of surplus city property and authorizing the Mayor to execute Real Property Exchange Agreement with UGM and such other documents as are reasonably necessary to close the transactions contemplated in the Real Property Exchange Agreement. (Deferred from April 8, 2019, Agenda.)
Dan Buller

RES 2019-0029
ENG 2017105 Declaring KPFF Engineering a sole source provider and authorizing the purchase of services from KPFF over a one year period at a cost not to exceed $1,500,000.
Kyle Twohig

RES 2019-0030 Expressing the intention of the City Council to adopt Spokane's Community Empowerment Zone boundary and to set a public hearing.
Terri Stripes

ORD C35756 Relating to the Code of Ethics; amending SMC sections 1.04A.020 1.04A.110 of the Spokane Municipal Code. (Deferred from April 15, 2019 Agenda.)
Council Member Fagan

ORD C35758 Regarding Spokane's Urban Forestry Program; amending Article V of chapter 12.02 of the Spokane Municipal Code.
Council Member Kinnear

FIRST READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

ORD C35762 (To be considered under Hearings Item H1.b.)

NO SPECIAL CONSIDERATIONS

HEARINGS

H1.	a. Hearing on vacation of a portion of Cliff Avenue right-of-way west of Grand Boulevard, as requested by Randall Jacobson.	Approve Subject to Conditions	
	b. First Reading Ordinance C35762 vacating a portion of Cliff Avenue right-of-way (west of Grand Boulevard).	Further Action Deferred	ORD C35762

Eldon Brown

Motion to Approve Advance Agenda for April 22, 2019
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

ADJOURNMENT

The April 22, 2019, Regular Legislative Session of the City Council is adjourned to April 29, 2019.

NOTES

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/9/2019
		Clerk's File #	OPR 2019-0285
		Renews #	
Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-7823	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	RE19239
Agenda Item Name	5100 PURCHASE OF COMBO SEWER CLEANER BODY		

Agenda Wording

Fleet Services would like to purchase a Combination Sewer Cleaner for the Wastewater Maintenance Department. The Body will be purchased from Owen Equipment for $311,338.30 incl. tax. Purchase will be made using the Sourcewell Contract #122017-FSC.

Summary (Background)

The Combination Sewer Cleaner will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Combination Sewer Cleaner Body for the Wastewater Maintenance Department. Funding for this is included in the Wastewater Maintenance budget.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 311,338.30	# 4310-43100-94000-56405
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	FLEIGER, NATHAN	**Study Session**	4/15/19
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	mmartinez, dpaine	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		

Briefing Paper
Finance & Administration Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of a Combination Sewer Cleaner
Date:	April 15, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

Fleet Services would like to purchase a Combination Sewer Cleaner for the Wastewater Maintenance Department. The Body will be purchased from Owen Equipment, for $311,338.30 including tax. The Chassis will be purchased from Kenworth Sales Co. for $150,927.90. Purchases will be made using the Sourcewell Contract #122017-FSC.

Executive Summary:

Impact

- The Combination Sewer Cleaner will replace a unit that has reached the end of its economic life.

Action

- Recommend approval for the purchase of the Combination Sewer Cleaner for the Wastewater Maintenance Department.

Funding

- Funding for this is included in the Wastewater Maintenance budget.

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

DRAFT

VACTOR 2100i SEWER CLEANER
SOURCEWELL CONTRACT 122017-FSC

CUSTOMER:	City of Spokane			
Contact Name	Micaela Martinez			
Address	915 N. Nelson Street			
City/State/Zip	Spokane, WA 99202			
Phone# / Fax #	(509) 625-7823		BMI: 2019-29663	
Sales Representative	Randy Wheelhouse		Date:	3/15/2019
Qty	OPT #	DESCRIPTION	As of 7/1/2018	Ext
1	2110P-18	2100i PD, 18" Vacuum, 10 Yard Combo	$ 230,098.00	$ 230,098.00
	General Specifications			
1	010PSTD	48"W or 40" Wx 22"H x 24"D Curbside Toolbox		
1	011PSTD	Aluminum Fenders		
1	012PSTD	Mud Flaps		
1	014PSTD	Electric/Hydraulic Four Way Boom		
1	016PSTD	Color Coded Sealed Electrical System		
1	018PSTD	Remote Pendant Control with 35' Cord		
1	019PASTD	Intuitouch Electronic Package		
1	019PSTD	Vansco Electronic Package		
1	020PSTD	Double Acting Hoist Cylinder		
1	025PASTD	Handgun Assembly w/ 35' x 1/2" Hose with Quick Disconnects		
1	026PSTD	Ex-Ten Steel Cylindrical Debris Tank		
1	030PSTD	Flexible Hose Guide		
1	032PSTD	3 Nozzles with Carbide Inserts		
1	045PSTD	Suction Tube Storage (4 Pipe)		
1	046PSTD	1" Nozzle Pipe		
1	048PSTD	10' Leader Hose		
1	1001PSTD	Flat Rear Door with Hydraulic Locks		
1	1005PSTD	Dual Stainless Steel Float Shutoff System		
1	1016PSTD	SS Microstrainer Prior to Blower		
1	1024PSTD	Debris Body Vacuum Relief System		
1	1031PSTD	Debris Deflector Plate		
1	1033PSTD	60" Dump Height		
1	2001PSTD	Low Water Indicator on Screen w/ Alarm and Flow Indicator		
1	2011PSTD	3" Y-Strainer at Fill, 25' Fill Hose		
1	2022PSTD	Additional Water Tank Gauge		
1	2023PSTD	Liquid Float Level Indicator		
1	3019PSTD	Digital Water Pressure Gauge		
	4000PSTD	180 Degree Non-Extending Boom		
1	4006PSTD	Front Joystick Boom Control		
1	4010PSTD	Boom Hose Storage, Post for 5x5 Boom		
1	5010PSTD	Rodder System Accumulator - Jackhammer On/Off Control		
1	5011PSTD	3" Y-Strainer at Pump		
1	5012PSTD	Performance Package		
1	5015 PSTD	Midship Handgun Coupling		
1	5019PSTD	Chassis Engine Cooling Package		

VACTOR 2100i SEWER CLEANER
SOURCEWELL CONTRACT 122017-FSC

1	5022PSTD	Side Mounted Water Pump		
1	6005PDSTD	Digital Hose Footage Counter		
1	6007PSTD	Hose Reel Manual Hyd Extend/Retract		
1	6009PSTD	Hose Reel Chain Cover		
1	6020PSTD	Hydraulic Extending 15", Rotating Hose Reel, 800' Capacity		
1	6017PSTD	Hydraulic Tank Shutoff Valves		
1	7001PSTD	Tachometer/Chassis Engine w/Hourmeter		
1	7003PSTD	Water Pump Hour Meter		
1	7004PSTD	PTO Hour Meter		
1	7007PSTD	Tachometer and Hourmeter for Blower		
1	8000PSTD	Circuit Breakers		
1	8025PSTD	LED Lights, Clearance, Back-Up, Stop, Tail, Turn		
1	9002PSTD	Tow Hooks, Front/Rear		
1	9003PSTD	Electronic Back-Up Alarm		
1	9021PSTD	Camera System, Rear Only		
1	S390ASTD	8" Vacuum Pipe Package		
1	S560STD	Emergency Flare Kit		
1	S590STD	Fire Extinguisher 5LB		
1	P110STD	Module Paint, DuPont Imron Elite, Wet on Wet		
		Body is White		
		VACTOR OPTIONS TO ADD/DEDUCT		
1	2018P	Additional Water, 1500 Gallons Total (10 Yard)	$ 3,872.00	$ 3,872.00
1	5002PA	80GPM/2500PSI Rodder Pump		$ -
1	1003P	Debris Body Washout	$ 1,428.00	$ 1,428.00
1	1003PB	Rear Door Valve Flushout	$ 406.00	$ 406.00
1	1008P	6" Rear Door Knife Valve w/Camloc, 3:00	$ 1,174.00	$ 1,174.00
1	1009PD	Full Rear Swinging Screen	$ 749.00	$ 749.00
1	1014P	Centrifugal Separators (Cyclones)	$ 4,993.00	$ 4,993.00
1	1015P	Folding Pipe Rack, Curbside	$ 991.00	$ 991.00
1	1015PA	Folding Pipe Rack, Streetside	$ 991.00	$ 991.00
1	1022P	Rear Door Splash Shield	$ 1,455.00	$ 1,455.00
1	1023P	Lube Manifold	$ 2,159.00	$ 2,159.00
1	1023PA	Plastic Lube Chart	$ 60.00	$ 60.00
1	2006P	Air Purge	$ 1,235.00	$ 1,235.00
1	3015PA	Hot Shift Blower Drive (Automatic Transmission)	$ 1,407.00	$ 1,407.00
1	3020P	Digital Water Level Indicator	$ 647.00	$ 647.00
1	3021P	Debris Body Level Indicator	$ 852.00	$ 852.00
1	4014P	180 Degree, 5x5 Extendable/Telescopic Boom	$ 16,976.00	$ 16,976.00
1	4011PB	Bellypack Wireless Controls	$ 2,942.00	$ 2,942.00
1	4013PA	Rotatable Boom Inlet Hose, 5x5 Boom	$ 851.00	$ 851.00
1	5008PB	Cold Water Recirculator, PTO Driven, 25GPM	$ 1,638.00	$ 1,638.00
1	6003PC	800' x 1" Pirahna Sewer Hose 2500PSI ILO Standard	$ 1,688.00	$ 1,688.00
1	6004PB	Hose Wind Guide (Dual Roller), Auto, Indexing w/ Pinch	$ 4,953.00	$ 4,953.00
1	6006P	Rodder Hose Guard, Lexan	$ 1,099.00	$ 1,099.00
1	6011P	Handgun Hose Reel w/ Spring Retract	$ 1,381.00	$ 1,381.00
1	6019P	Rodder Pump Drain Valves	$ 475.00	$ 475.00

VACTOR 2100i SEWER CLEANER
SOURCEWELL CONTRACT 122017-FSC

1	8002P	Hand Light w/ Bumper Plug	$ 356.00	$ 356.00
1	8012P	Additional Handlight Connector, Rear	$ 136.00	$ 136.00
1	8020PL	14 Light Package, 14 Federal Signal Strobe Lights, LED	$ 3,134.00	$ 3,134.00
1	8028P	Worklights (2), LED, 5x5 Boom	$ 744.00	$ 744.00
1	8029PB	Worklight, LED, Hose Reel Manhole	$ 625.00	$ 625.00
1	8029PC	Worklight, LED, Curb Side	$ 470.00	$ 470.00
3	9023P	Safety Cone Storage Rack - Drop-In Style	$ 156.00	$ 468.00
1	9070PA	Toolbox, Front Bumper Mounted (2), LED Markers	$ 1,880.00	$ 1,880.00
1	9070PB	Long Handle Tool Storage	$ 335.00	$ 335.00
1	9071PE	Toolbox, BOC, 16x30x96	$ 3,000.00	$ 3,000.00
1	9072PB	Toolbox, Driver Side Frame, 24x24x24	$ 1,519.00	$ 1,519.00
1	9074PA	Toolbox, Driver Side Subframe, 18x24x24	$ 1,267.00	$ 1,267.00
1		Pre-Delivery Inspection/Operator Training/Mechanics Training	$ 1,000.00	$ 1,000.00
		TOTAL ADDITIONS		**$ 69,356.00**
		ITEMS NOT COVERED UNDER CONTRACT		
1	25637C-30	(1) 8" x 3' Aluminum Vacuum Tube	$ 145.00	$ 145.00
2	25637-30	(2) 8" x 5' Aluminum Vacuum Tube	$ 295.00	$ 590.00
1	25268-30	(1) 8" x 6'-6" Aluminum Catch Basin Nozzle Assembly	$ 175.00	$ 175.00
1	R13041	Hose Reel Foot Pedal Control	$ 2,900.00	$ 2,900.00
1	Chassis-Mod	Chassis Modifications Charges	$ 758.00	$ 758.00
1	sys 382306	WSDOT Arrowboard 30" x 60"	$ 5,543.00	$ 5,543.00
1	VDS-153	Freight Charges to Spokane, WA	$ 5,200.00	$ 5,200.00
1	Trade In	Trade in Allowance for 2007 Aquatech PD	$ (32,500.00)	$ (32,500.00)
		TOTAL NON-CONTRACT ADDITIONS		$ (17,189.00)
		Chassis Supplied by Kenworth Sales, in Spokane WA		
		Build Price		**$ 282,265.00**
			Sales Tax 10.3%	$ 29,073.30
			Total	$ 311,338.30

Trade In must be in working condition, DOT up to date,
Tires 50% tread at time of trade in.

Customer Approval _____ Date _____

Sales Representative Approval _____ Date _____

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/9/2019
		Clerk's File #	OPR 2019-0286
		Renews #	
Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-7823	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	DO528224
Agenda Item Name	5100-PURCHASE OF COMBO SEWER CLEANER CHASSIS		

Agenda Wording

Fleet Services would like to purchase a Combination Sewer Cleaner for the Wastewater Maintenance Department. The Chassis will be purchased from Kenworth Sales Co. for $150,927.90 incl. tax using Sourcewell Contract #122017-FSC.

Summary (Background)

The Combination Sewer Cleaner will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Combination Sewer Cleaner for the Wastewater Maintenance Department. Funding for this is included in the Wastewater Maintenance budget.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	$ 150,927.90	# 4310-43100-94000-56405
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	FLEIGER, NATHAN	**Study Session**	4/15/19
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	mmartinez, dpaine	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Briefing Paper
Finance & Administration Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of a Combination Sewer Cleaner
Date:	April 15, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

Fleet Services would like to purchase a Combination Sewer Cleaner for the Wastewater Maintenance Department. The Body will be purchased from Owen Equipment, for $311,338.30 including tax. The Chassis will be purchased from Kenworth Sales Co. for $150,927.90. Purchases will be made using the Sourcewell Contract #122017-FSC.

Executive Summary:

Impact

- The Combination Sewer Cleaner will replace a unit that has reached the end of its economic life.

Action

- Recommend approval for the purchase of the Combination Sewer Cleaner for the Wastewater Maintenance Department.

Funding

- Funding for this is included in the Wastewater Maintenance budget.

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

DRAFT

KENWORTH

KW SALES CO T056	**CITY OF SPOKANE FLEET SERVICES**
6420 E BROADWAY AVE	
SPOKANE, Washington United States 99220	**,**
Phone: (509) 534-2643	**Phone:**
Fax:	**Fax:**
Email:	**Contact Email:**
	Prepared for: Default Contact

Customer Quote

Equipment

Quantity Ordered:	1		
Truck Price:	$247,441		
Dealer Options:	$0		
Equipment List Price:	$247,441		
Surcharges Not Subject to Discount:	$0		
Options Not Subject to Discount:	$0		
Factory Freight Cost:	$2,325		
Total Equipment Price:		$249,766	

NET Sale Price: $136,834

Miscellaneous

FET Tire Credit:	$0	
Net Chassis FET:		$0
State Tax:		$0
Body/Trailer/Accessories FET:		$0
Fees:		$0
Other:		$0

Quotation Total: $136,834

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Printed:	4/4/2019 2:19:23 PM	***Complete***	Model Number:	T880 Series Conventional
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q61105502
Prepared by:	Administrator		Version Number:	41.20

KENWORTH

KW SALES CO T056
6420 E BROADWAY AVE

SPOKANE, Washington United States 99220
Phone: (509) 534-2643
Fax:
Email:

CITY OF SPOKANE FLEET SERVICES

,
Phone:
Fax:
Contact Email:
Prepared for: Default Contact

Vehicle Summary

Unit

Model:	T880 Series Conventional
Type:	FULL TRUCK
Description:	VACTOR T880 OWEN EQUIP

Application

Intended Serv.:	Local pickup & delivery. Vehicles which haul
Commodity:	Other bulk goods

Body

Type:	Tank
Length (ft):	23.0
Height (ft):	13.5
Max Laden Weight (lbs):	4000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0.0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	120
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs)	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	88
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	02
Class D (Off-Road)	00
Maximum Grade:	6
Wheelbase (in):	268
Overhang (in):	88
Fr Axle to BOC (in):	74
Cab to Axle (in):	194
Cab to EOF (in):	282
Overall Comb. Length (in):	404

Special Req.

U.S. Domestic Registry, 50-State

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

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PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Prepared by:	Administrator		Version Number:	41.20

KENWORTH

KW SALES CO T056
6420 E BROADWAY AVE

SPOKANE, Washington United States 99220
Phone: (509) 534-2643
Fax:
Email:

CITY OF SPOKANE FLEET SERVICES

,
Phone:
Fax:
Contact Email:
Prepared for: Default Contact

Data	Code	Description	$ List	Weight
Model				
0000810	O	**T880 Series Conventional**	180,045	15,073
0070060	O	**T880**	0	0
0072001	O	**Chassis operation will include** stationary application used in lower 48 states [US only]. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	0
0080055	O	**CARB Idle Emissions Reduction - Cummins**	100	0
0090000	O	**Non-Sleeper w/rear axle capacity less than 59K.**	0	0
0091080	O	**Other bulk goods**	0	0
0093005	O	**Local pickup & delivery. Vehicles which haul** freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.	0	0
0095110	O	**Tank**	0	0
0098025	O	**U.S. Domestic Registry, 50-State**	0	0
Engine & Equipment				
0123645	O	**X15 450 2017 450@1800 1650@1000** w/Intebrake, Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. Linehaul, Efficiency Series N09200 N205 68...Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09240 P13 120..Hard Maximum Speed Limit N09260 P14 63...Maximum Accelerator Pedal Vehicle Speed N09300 P19 63...Maximum Cruise Speed N09360 N203 252..Reserve Speed Function Reset Distance N09380 N202 0....Maximum Cycle Distance N09400 N206 10...Maximum Active Distance N09420 N201 0....Reserve Speed Limit Offset N09440 P11 NO...Engine Protection Shutdown N09460 P06 YES..Gear Down Protection N09480 P26 1400.Max PTO Speed N09500 P02 NO...Cruise Control Auto Resume N09520 P04 NO...Auto Engine Brake in Cruise N09540 N209 0....Expiration Distance	4,974	300

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Data	Code	Description	$ List	Weight
		N09560 P520 YES..Enable Idle Shutdown Park Brake Set N09580 P32 5....Timer Setting N09600 P233 YES..Enable Impending Shutdown Warning N09620 P234 60...Timer For Impending Shutdown Warning N09640 P516 35...Engine Load Threshold N09680 P33 NO...Idle Shutdown Manual Overrule N09720 P230 YES..Enable Hot Ambient Automatic Overrule N09740 P46 40...Low Ambient Temperature Threshold N09760 P56 60...Intermediate Ambient Temperature Threshold N09780 P47 80...High Ambient Temperature Threshold		
1000152	O	**Prospector Version 43.1** Replaces 43.0	0	0
1000684	O	**Effective VSL Setting NA**	0	0
1000857	O	**Engine Idle Shutdown Timer Enabled**	0	0
1000859	O	**Enable EIST Ambient Temp Overrule**	0	0
1000891	O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	0	0
1002080	O	**Air compressor: Cummins 18.7 CFM, Naturally** Aspirated for Cummins X15 engines	0	0
1051200	S	**Air Cleaner: composite firewall mounted PACCAR or** Cummins engines	0	0
1105220	O	**Fan Hub: Horton 2-Speed for X15**	422	0
1123555	S	**Cooling module: 1330 square inches.** Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0	0
1247166	S	**Exhaust: 2017 EPA RH Under DPF/SCR w/ RH** side of cab vertical tailpipe w/ daycabs, extended daycabs, or modular sleepers.	0	0
1290118	U	**Tailpipe: 5" Single 18" 45 Deg Curved**	-94	0
1321109	S	**Fuel Filter:PACCAR Standard Service Interval** Fuel/Water Separator. 2017 and Later Emissions	0	0
1321200	O	**Run Aid:None** *For Fuel Filter	0	0
1321300	O	**Start Aid:None** *For Fuel Filter	0	0
1500029	O	**Kenworth Fuel Cooler** Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	217	6
1504005	O	**Immersion block heater 120V 1500W w/plug under** door on C500, T660, T800 & W900.	115	2

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1509029	O	**Shutoff valves for trailer heat with hoses routed** 3ft. BOC/BOS. Installation includes shutoff valves on a loop of hose routed to 3' BOC/BOS. Trailer heat application not to exceed 12 kW (680 BTU/min) of heat draw from the engine. For applications requiring a significant amount of heat (6-12 kW, Ex: heating a tanker), the engine must be warmed up before opening shutoff valves allowing coolant to flow. A separate coolant heater is recommended for applications requiring more heat.	252	0
1816260	S	**Alternator: PACCAR 160 amp, brush type**	0	0
1821225	O	**Batteries: 2 PACCAR GP31 threaded post (1000)** 2000 CCA starting.	-240	-59
1836100	S	**Starter: PACCAR 12 volt electrical system. W/** centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
1840065	S	**12V low voltage disconnect for starter battery** protection.	0	0
1901018	O	**Remote PTO/Throttle, 12-Pin, 250K, Back of Cab** OR Back of Sleeper, J1939, Remote Control Provision	167	0
Transmission & Clutch				
2016154	O	**Transmission: Allison 4000RDS 6-speed** w/o retarder, w/PTO provision. 5th generation. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	28,805	495
2405425	O	**Driveline: 3 Dana 1810 heavy-duty W/2** centerbearings *Heavy duty is 1810HD series.	1,493	200
2410018	O	**Torque converter included w/Allison** Transmission.	0	0
2410099	U	**ACTUAL CODE: 2410072: AUTO NEUTRAL NOT** REQUIRED THIS APPLICATION	0	0
2410151	O	**Pushbutton control center console mounted.** Class 8 with Allison Transmission.	0	0
2410204	O	**Delete Allison Fuel Sense**	0	0
2410433	U	**ALLISON GEN 5 RDS PACKAGE 172**	0	0
2410571	U	**TORQUE CONVERTER:TC571 F/4000 SERIES**	0	0
2429378	O	**Customer installed transmission PTO in the LH** Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
2460068	U	**OPT LOC TRANS OIL COOLER FOR BODY**	669	0
2480315	O	**Severe Service rear transmission support** spring(s).	88	15
Front Axle & Equipment				

Data	Code	Description	$ List	Weight
2506181	O	**Dana Spicer D2000 Front Axle rated 20K** standard track.	2,281	120
2607002	O	**Front Brakes: 14,601-22K Bendix air disc brakes.**	402	10
2690024	S	**Splined rotor for front air disc brakes for use** with aluminum hubs.	0	0
2701319	O	**Front Hubs Aluminum hub pilot 20,000 lbs.** 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle.	606	16
2741970	S	**ConMet PreSet Plus Hub package; front axle.**	0	0
2750001	S	**Hubcap: front vented.**	0	0
2769000	S	**Slack Adjusters included w/ front axle or brake.** Also use w/ disc brakes.	0	0
2866020	O	**Front Springs: Taperleaf 20K w/ shock absorbers** w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	1,246	241
2893642	O	**Dual power steering gear: 16-22K TRW THP60** Not for use on T3.	1,240	54
2899336	O	**Power Steering Cooler:Radiator Mounted Air-to-Oil**	355	11
2900024	O	**Front Frame Raised: 1 in.**	43	0
Rear Axle & Equipment				
3142171	O	**Dual Meritor RT46-164PEH rear axle rated at 46K** w/ heavy wall housing. Tandem rear axles.	3,949	641
3200538	O	**Rear Axle Ratio - 5.38.**	0	0
3306001	O	**Dual rear Bendix air disc brakes for dual** rear axles to 46K capacity.	0	40
3392605	O	**Splined rotor for dual rear air disc brakes for** use with iron hubs.	3,575	-208
3403460	O	**Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.**	54	104
3407046	O	**Longer studs for aluminum wheels w/ steel hub** pilot wheels.	18	6
3441972	S	**ConMet PreSet Plus Hub package; dual rear axle.**	0	0
3465900	O	**Rear slack adjusters included w/ axle or air** disc brakes.	0	0
3485002	O	**Spring brakes included w/ dual rear air disc** brakes.	0	0
3495226	O	**Bendix 4S/4M anti-lock brake system.**	-2,760	0
3500037	O	**Interaxle driveline:1 Dana 1710 Series**	0	0
3511420	O	**Driver Controlled Differential Lock (Crosslock)** for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	2,576	39

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3747460	O	**Rear suspension: Tandem Hendrickson RT463 46K.** 54 in. axle spacing. Steel beams & barpin bushing. 6 in. saddle height. Unladen Height: 11.1 in. Laden Height: 10 in.	3,249	573
Tires & Wheels				
4077533	O	**Front tires: Bridgestone M864 425/65R22.5 20PR** All Position, On/Off Highway, Wide-base tire.	1,170	156
4277518	O	**Rear Tires: Bridgestone M710 Ecopia 11R22.5 14PR.** 41.8 in. diameter, drive. 19.5 in. SLR. Smartway certified. Code is priced per pair of tires.	140	56
4900008	O	**Rear Tire Quantity: 8**	0	0
5045216	O	**Front Wheel: Alcoa 82362 22.5x12.25 aluminum,** with Lvl One [TM] finish, hub-pilot mount. 11400lb. maximum rating. Super single. Standard track axles may be over 102 in. w/425 tires. Air disc brake compatible.	888	-10
5242285	O	**Rear Wheel: Accuride 50344 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	372	80
5853906	O	**Powder coat white steel wheel. Use in conjunction** with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900008	O	**Rear Wheel/Rim Quantity: 8**	0	0
Frame & Equipment				
6054600	O	**Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to** 337 in. to 416 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	524	393
6141600	O	**Full Steel Insert: for 10-5/8 in. or 10-3/4 in.** Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	1,986	773
6309910	U	**DELETE BUMPER: DLR/CUST RESP TO MEET**	-411	0
6319485	O	**48.5 in. Bumper setting. Requires a bumper code.**	0	0
6391201	O	**Custom Frame Layout: one chassis** CFL C/M:LOCATE PER CUST SUPPLY DRWG CFL C/M:PREVIOUS CHASSIS 259731 CFL A/D:BRKT #G11-6005M04, MOUNT UNDER CFL A/D:LH RAIL PER CUST SUPPLIED DRWG CFL A/T:2 AIR TANKS UNDER BBOX, 2 CFL A/T:AIRCFL A/T; TANKS IN AFTERFRAME CFL BBX:LOCATE AS CLOSE AS POSSIBLE TO	1,380	0

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		CFL BBX:THE DPF/SCR CFL DEF:LOCATE AS CLOSE AS POSSIBLE TO CFL DEF:FUEL TANK		
6400636	O	**Battery box cantilever aluminum BOC with** fiberglass cover.	97	8
6409902	O	**Battery box location: RH Side.**	111	15
6451090	O	**T470,C5, T6, T8 non-polished DPF/SCR or CNG cover** diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	105	0
6679806	O	**Do not drive: Bumper is deleted. Unit may be** decked. Transporter review delivery options. Requires code 6309910 or 6309912.	0	0
6679824	O	**Width across front tires exceeds 102 inches.** Dealer to review delivery constraints w/transporter.	0	0
6679911	O	**Component Restriction: Do Not Drive- Unit may be** decked.	0	0
6721102	S	**Rear mudflap arms: Betts B-25 standard-duty,** straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	**Rear mudflap shields: White plastic antisail w/** Kenworth logo.	0	0
6742009	S	**Square end-of-frame w/o crossmember; non-towing.**	0	0
6790003	O	**Special frame drill: dealer to provide drawing** with dimensions and revision level. Acceptable hole diameters range from 10.2 mm to 40.4 mm. Preferred file format is .pdf. Not for use for rear suspension, fifth wheel or other published frame drilling code. Does not replace clear frame space requests or custom frame layout. N67900 CUST DRWG #504400N REVC N67910 SAME AS 259731	1,727	0
Fuel Tanks & Equip				
7210090	O	**Fuel Tank: 90 US gallon 24.5in. aluminum under** replace. Class 8 fuel tanks w/ o locking caps include an anti-siphon device on the filler neck.	-9	-4
7722011	O	**Small round DEF tank. 11 gallons of** usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	0
7881300	O	**Welded-in fitting w/ gasket & cover plate for** mounting customer-installed fuel tank heater.	33	0
7881310	U	**PLATE/GASKET MOVED TO REAR OF FUEL TANK**	55	0
7889203	O	**Standard DEF to fuel fill ratio: 2:1 or greater.**	0	0

Data	Code	Description	$ List	Weight
7889245	S	**Anti-siphon device swaged in place.** For any number of fuel tanks.	0	0
7889604	O	**DEF tank location is on the LH.**	0	0
7920090	O	**Location: 90 gal fuel tank LH under cab**	0	0
Cab & Equipment				
8025301	S	**Cab: Stamped aluminum cab with panoramic curved** glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0	0
8090604	O	**Hood: T880 Standard Length With Mechanically** Fastened Fenders. 122.6 inch BBC.	358	15
8108011	S	**Cab HVAC - Day Cab and 40in Sleeper** System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201013	S	**Steering wheel: 18 in. 4-spoke.**	0	0
8201051	S	**Column Mtd Retarder Control, RH Side** Use with Manual & Allison Transmissions Only.	0	0
8201200	O	**Adjustable telescoping tilt steering column.**	0	0
8203060	O	**5 sets of keys. Replaces standard 2 sets of keys.**	32	0
8205177	O	**Dash Switch: 1st Allison-mntd PTO.** Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	208	0
8205202	U	**PTO WIRING W/O DASH SW**	109	0
8209999	O	**Spare Power Wiring For Customer Installed Devices** Behind Dash Cluster. Includes 2 batt, 2 ign, 1 acc, 1 LVD at 20A each.	92	2
8220106	O	**Gauge: Dash mounted air filter restriction gauge.**	151	0
8221160	O	**Gauge: Engine Oil Temperature Gauge With Integral** warning light. The NavPlus HD unit includes a virtual engine oil temperature gauge.	39	0
8222722	O	**Gauge: Manifold Pressure Gauge.** The NavPlus HD unit includes a virtual manifold pressure gauge.	31	0
8225658	O	**Gauge: Axle oil temperature, dual-drive axle.** (2 gauges) w/integral warning light.	206	0

Data	Code	Description	$ List	Weight
8282007	S	**Kenworth Driver Performance Center:5in Full Color** high resolution Thin Film Transistor (TFT) active matrix display with advanced driver information including fuel economy performance, outside air temp, clock, odometer and trip, engine hour meter, ignition timer, engine RPM, general truck information, diagnostics, and gear display. All Highline functionality is accessed via the Kenworth MCS providing intuitive control at the driver's fingertips. Also includes Dark Cabin functionality. When activated, the only interior light that will function when a door is opened is the door courtesy lamp.	0	0
8282013	S	**Kenworth instrumentation and control package with** 9 standard easy-read gauges: includes speedometer, tachometer, fuel gauge, engine coolant temp, engine oil pressure, voltmeter, dual air pressure, air application pressure and DEF gauge. All accessory controls utilize electronically activated solenoids that include advanced vehicle protection interlocks.	0	0
8300008	S	**Interior color: Slate Gray**	0	0
8330102	S	**Interior package: Vantage daycab** Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0	0
8390634	S	**Rubber floormat**	0	0
8410270	O	**Driver Seat: GT702 HB with DuraSupreme material.** The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	232	10
8460270	O	**Rider Seat: GT702 HB with DuraSupreme material.** The GT702 is standard with a single air bag, scissor linkage seat suspension that incorporates seat height memory, auto-leveling valves with exit air dump, and adjustable damper. It includes a dual chamber lumbar support, 10in Fore/Aft adjustment, 5in Up/Down adjustment with protection zones, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. RD seat standard w/ LH armrest.	513	44
8490187	S	**Seat color: Slate Gray with Gray stitching.**	0	0
8497005	O	**Air line fitting: At driver seat.** Customer-installed air chuck.	60	4
8601422	O	**Kenworth Radio with AM/FM/WB/CD/USB and Bluetooth**	584	4
8698974	O	**Base Level Audio System - Daycab:High Performance** Door Speakers.	86	2

Data	Code	Description	$ List	Weight
8699926	O	**CB installation kit: Center mounted of header.** W/header mounted quick release CB mount. One red power post & one black ground post. Includes dual antenna leads located on the mirror brackets. Includes dual antenna & separate speaker.	314	2
8700168	S	**Non-self cancelling turn signal: W/column-mounted** headlight dimmer switch & intermittent wiper control.	0	0
8700283	O	**LH and RH Trip Ledge Rain Deflectors**	203	0
8700630	U	**Provision for Ram Ball Mounted on Dash**	109	0
8800372	O	**Grabhandle: LH, Exterior, Side of Cab - Ergonomic** Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	147	3
8800402	S	**Dual Cab Interior Grabhandles: A Pillar Mounted** Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	**Kenworth Daylite Door with standard LH/RH** electric door locks and LH/RH electric window controls.	0	0
8841411	S	**Single air horn under cab.**	0	0
8850139	S	**Look-Down, Pass. Door, Black 11x6**	0	0
8865002	S	**Aero Mirror: Dual Kenworth Aerodynamic Motorized** heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	0	0
8871446	S	**Rear cab stationary window 19in x 36in**	0	0
8890101	S	**One-piece bonded-in windshield with curved glass.** Standard.	0	0
8890135	O	**Exterior stainless steel sunvisor.**	916	19
8890348	O	**Wheelwell Fender Extension: 4.5 inches**	330	0
8890876	S	**Kenworth Cab/Sleeper Air Suspension.**	0	0

Lights & Instruments

9010553	S	**Headlamps: SAE Dual Halogen Complex Reflector**	0	0
9022137	S	**Marker Lights: Five, rectangular, LED**	0	0
9030016	S	**Turn Signal Lights: Flush mounted LED mounted at** top of fender wheel arc	0	0
9030052	S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	0	0
9090000	O	**Daytime Running Lamps.**	180	0
9090039	S	**Marker Lights: Interrupter Switch.** Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	0
9090115	O	**Reflectors: Two Midframe**	22	0
9090126	O	**Electric Backup Alarm: Meets SAE J994 & OSHA** requirements.	155	4

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Printed:	4/4/2019 2:21:40 PM	***Complete***	Model Number:	T880 Series Conventional
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q61105502
Prepared by:	Administrator		Version Number:	41.20

Data	Code	Description	$ List	Weight
9090302	O	**Junction Box: Mounted Behind Cab or Sleeper** Not Mounted at End of Frame.	159	1
9090849	O	**Polyswitches replacing fuses. Switch will** automatically reset after removal of excess load.	48	0
Air Equipment				
9101235	O	**Air Dryer: Bendix AD-IS Extended Purge heated.** with PuraGuard	142	4
9108001	S	**Moisture ejection valve w/ pull cable drain.**	0	0
9140020	S	**Nylon air tubing in frame & cab, excluding hoses** subject to excessive heat or flexing.	0	0
9140248	O	**Locate air dryer under LH rail BOC** This code requires the use of a custom frame layout code.	0	0
Extended Warranty				
9200021	S	**Base Warranty - Standard Service Heavy Duty** 12 months / 100,000 miles / 160,000 km.	0	0
Miscellaneous				
9400072	O	**Ship to Dealer.**	0	0
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0	0
9490003	O	**Additional lead time required for off highway &** /or specialty component truck.	0	0
9491665	O	**CECU/VECU Electronics Architecture**	0	0
Paint				
9700000	O	**Paint color number(s).** N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK N97700 BUMPER N0001 BLACK	0	0
9943014	O	**Steel Bumper Painted Frame Color**	0	0
9943050	O	**Day Cab Standard Paint**	0	0
9944820	O	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	0	0
9965510	S	**Base coat/clear coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

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Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q61105502
Prepared by:	Administrator		Version Number:	41.20

Total Adjusted Price (W/O Freight & Warranty & Surcharges)	$247,441
Freight Charge	$2,325
Options Not Subject to Discount	$0
Surcharges Not subject to Discount	$0
Total Weight	19260 lb

Prices and Specifications Subject to Change Without Notice.

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Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q61105502
Prepared by:	Administrator		Version Number:	41.20

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/9/2019
		Clerk's File #	OPR 2019-0287
		Renews #	
Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-7823	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	DO528225
Agenda Item Name	5100-PURCHASE OF HYDRO JETTER BODY		

Agenda Wording

Fleet Services would like to purchase a Hydro Jetter for the Wastewater Maintenance Department. The Body will be purchased from Owen Equipment, for $225,902.12 including tax using Sourcewell Contract 122017-FSC.

Summary (Background)

The Hydro Jetter will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Hydro Jetter for the Wastewater Maintenance Department. Funding for this is included in the Wastewater Maintenance budget.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 225,902.12	# 4310-43100-94000-56405
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	FLEIGER, NATHAN	**Study Session**	4/15/19
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	mmartinez, dpaine	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Briefing Paper
Finance & Administration Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of a Hydro Jetter
Date:	April 15, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

Fleet Services would like to purchase a Hydro Jetter for the Wastewater Maintenance Department. The Body will be purchased from Owen Equipment, for $225,902.12 including tax. The Chassis will be purchased from Kenworth Sales Co. for $123,194.07 including tax. Purchases will be made using the Sourcewell Contract #122017-FSC.

Executive Summary:

Impact

- The Hydro Jetter will replace a unit that has reached the end of its economic life.

Action

- Recommend approval for the purchase of the Hydro Jetter for the Wastewater Maintenance Department.

Funding

- Funding for this is included in the Wastewater Maintenance budget.

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

DRAFT

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/9/2019
		Clerk's File #	OPR 2019-0288
		Renews #	
Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-7823	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	DO528226
Agenda Item Name	5100-PURCHASE OF HYDRO JETTER CHASSIS		

Agenda Wording

Fleet Services would like to purchase a Hydro Jetter for the Wastewater Maintenance Department. The Chassis will be purchased from Kenworth Sales Co. for $123,194.07 including tax using Sourcewell Contract 122017-FSC.

Summary (Background)

The Hydro Jetter will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Hydro Jetter for the Wastewater Maintenance Department. Funding for this is included in the Wastewater Maintenance budget.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 123,194.07	# 4310-43100-94000-56405
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	FLEIGER, NATHAN	**Study Session**	4/15/19
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Briefing Paper
Finance & Administration Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of a Hydro Jetter
Date:	April 15, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

Fleet Services would like to purchase a Hydro Jetter for the Wastewater Maintenance Department. The Body will be purchased from Owen Equipment, for $225,902.12 including tax. The Chassis will be purchased from Kenworth Sales Co. for $123,194.07 including tax. Purchases will be made using the Sourcewell Contract #122017-FSC.

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Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

DRAFT

KENWORTH

KW SALES CO T056	**OWEN EQUIPMENT COMPANY**
6420 E BROADWAY AVE	**PO BOX 30959**
SPOKANE, Washington United States 99220	**PORTLAND, Oregon United States 97294**
Phone: (509) 534-2643	**Phone: (253) 852-5819**
Fax:	**Fax:**
Email:	**Contact Email:**
	Prepared for: Default Contact

Customer Quote

Equipment

Quantity Ordered:	1		
Truck Price:	$181,905		
Dealer Options:	$0		
Equipment List Price:	$181,905		
Surcharges Not Subject to Discount:	$0		
Options Not Subject to Discount:	$0		
Factory Freight Cost:	$2,325		
Total Equipment Price:		$184,230	

NET Sale Price: $111,690

Miscellaneous

FET Tire Credit:	$0	
Net Chassis FET:		$0
State Tax:		$0
Body/Trailer/Accessories FET:		$0
Fees:		$0
Other:		$0

Quotation Total: $111,690

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Printed:	4/4/2019 4:26:49 PM	***Complete***	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q04205400
Prepared by:	ID: Shane Petersen		Version Number:	41.20

KENWORTH

KW SALES CO T056
6420 E BROADWAY AVE

SPOKANE, Washington United States 99220
Phone: (509) 534-2643
Fax:
Email:

OWEN EQUIPMENT COMPANY
PO BOX 30959

PORTLAND, Oregon United States 97294
Phone: (253) 852-5819
Fax:
Contact Email:
Prepared for: Default Contact

Vehicle Summary

Unit

Model:	T400 Series Conventional.
Type:	FULL TRUCK
Description:	T440 OWEN

Application

Intended Serv.:	Local pickup & delivery. Vehicles which haul
Commodity:	Water

Body

Type:	Tank
Length (ft):	14.0
Height (ft):	13.5
Max Laden Weight (lbs):	4000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0.0
Height (ft):	0.0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	120
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	20000
Rr Axle Load (lbs)	46000
G.C.W. (lbs):	66000
Road Conditions:	
Class A (Highway)	90
Class B (Hwy/Mtn)	10
Class C (Off-Hwy)	00
Class D (Off-Road)	00
Maximum Grade:	6
Wheelbase (in):	262
Overhang (in):	78
Fr Axle to BOC (in):	73
Cab to Axle (in):	189
Cab to EOF (in):	267
Overall Comb. Length (in):	390

Special Req.

U.S. Domestic Registry, 50-State

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

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PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q04205400
Prepared by:	ID: Shane Petersen		Version Number:	41.20

KENWORTH

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6420 E BROADWAY AVE

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Phone: (509) 534-2643
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Email:

OWEN EQUIPMENT COMPANY
PO BOX 30959

PORTLAND, Oregon United States 97294
Phone: (253) 852-5819
Fax:
Contact Email:
Prepared for: Default Contact

Data	Code	Description	$ List	Weight
Model				
0000410	O	**T400 Series Conventional.**	119,547	11,511
0070070	O	**T440 6x4 Class 8**	0	0
0072000	O	**Chassis operation will not include** a stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	0
0080050	O	**CARB Idle Emissions Reduction Feature for PX-7** and PX-9	100	0
0090062	O	**T440 6x4 Class 8**	0	0
0091121	O	**Water**	0	0
0093005	O	**Local pickup & delivery. Vehicles which haul** freight, typically operating within a 100-mile radius, on public streets & highways, & other paved surfaces, including limited Class C roads. Includes package & freight delivery, as well as fuel oil or petroleum distribution, etc. Road usage: minimum 3% Class B, do not code for Class D.	0	0
0095110	O	**Tank**	0	0
0098025	O	**U.S. Domestic Registry, 50-State**	0	0
Engine & Equipment				
0129546	O	**PACCAR PX-9 350 2017 350@2000 321@2200 1150@1400** Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 68...Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09260 P14 64...Maximum Accelerator Pedal Vehicle Speed N09300 P19 64...Maximum Cruise Speed N09360 N203 252..Reserve Speed Function Reset Distance N09380 N202 0....Maximum Cycle Distance N09400 N206 10...Maximum Active Distance N09420 N201 0....Reserve Speed Limit Offset N09440 P11 NO...Engine Protection Shutdown N09460 P06 NO...Gear Down Protection N09480 P26 1400.Max PTO Speed N09500 P02 NO...Cruise Control Auto Resume N09520 P04 NO...Auto Engine Brake in Cruise N09540 N209 0....Expiration Distance	4,027	0

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Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q04205400
Prepared by:	ID: Shane Petersen		Version Number:	41.20

Data	Code	Description	$ List	Weight
		N09560 P520 YES..Enable Idle Shutdown Park Brake Set N09580 P32 5....Timer Setting N09600 P233 YES..Enable Impending Shutdown Warning N09620 P234 60...Timer For Impending Shutdown Warning N09640 P516 35...Engine Load Threshold N09680 P33 NO...Idle Shutdown Manual Overrule N09720 P230 YES..Enable Hot Ambient Automatic Overrule N09740 P46 40...Low Ambient Temperature Threshold N09760 P56 60...Intermediate Ambient Temperature Threshold N09780 P47 80...High Ambient Temperature Threshold		
1000152	O	**Prospector Version 43.1** Replaces 43.0	0	0
1000684	O	**Effective VSL Setting NA**	0	0
1000857	O	**Engine Idle Shutdown Timer Enabled**	0	0
1000859	O	**Enable EIST Ambient Temp Overrule**	0	0
1000860	O	**Enable EIST in PTO Mode** Use only with MX and Cummins engines	0	0
1000891	O	**Eff EIST NA Expiration Miles** Use only with MX and Cummins engines	0	0
1002060	S	**Air compressor: Cummins 18.7 CFM For Cummins And** PACCAR PX engines.	0	0
1051092	S	**Engine mount Powercore air cleaner.** w/constant torque SS clamps, pop-up air restriction indicator. Pop-up indicator is standard.	0	0
1093108	O	**Inside/outside air intake: for Powercore engine** mounted w/cowl inlet.	480	0
1105230	O	**Fan Hub: Horton 2-Speed for ISL9, ISL-G,** PX-8 or PX-9	371	0
1122505	S	**Cooling module: 1300 square inches.** Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant. Drain valve is not available w/Allison transmissions.	0	0
1160205	O	**Bug screen: Front of grille on C500 ,T800, T880,** and W900. Behind grille on T660, T680, and T300 (Medium Duty).	224	2
1247166	S	**Exhaust: 2017 EPA RH Under DPF/SCR w/ RH** side of cab vertical tailpipe w/ daycabs, extended daycabs, or modular sleepers.	0	0
1290136	S	**Tailpipe: 5 in. single 36 in. 45 degree curved.**	0	0
1321145	O	**Fuel Filter:Fleetguard FS1003** Fuel/Water Separator for PX-9	0	0
1321200	O	**Run Aid:None** *For Fuel Filter	0	0
1321305	O	**Start Aid:12V Heat** *For Fuel Filter	66	1

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Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q04205400
Prepared by:	ID: Shane Petersen		Version Number:	41.20

Data	Code	Description	$ List	Weight
1504002	O	**Immersion block heater 120V 1000W w/plug under** door on C500, T660, T800 & W900.	118	0
1509029	U	**Shutoff valves for trailer heat with ho** ses routed	190	0
1816200	O	**Alternator: Bosch 200 amp, brush type**	144	0
1821210	O	**Batteries: 3 PACCAR GP31 threaded post (700-730)** 2100-2190 CCA dual purpose.	186	57
1836100	S	**Starter: PACCAR 12 volt electrical system. W/** centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
1840061	O	**Low voltage disconnect day cab or w/sleeper** except 72 in., 75 in., & 86 in.	121	0
1900082	O	**Multi-function engine connector for body builder** interface for Cummins.	56	0
1900089	O	**Connect BTWN C/I PTO SW & Eng,Warn LMP use** 1900086 W/PTO Cntrl, REQs 1900082 OR 84	145	0
1900996	O	**Jump start terminals under hood.**	213	12
1901006	U	**Body Builder Control Harness coiled BOC** /BOS	76	0
1901081	U	**J1939 harness to BOC for body builder.**	0	0
Transmission & Clutch				
2011205	O	**Transmission: Allison 3000RDS 6-speed** w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	14,983	291
2406802	O	**Driveline: 3 SPL170XL 2 centerbearing** requires 3500057 interaxle driveline.	1,915	152
2410018	O	**Torque converter included w/Allison** Transmission.	0	0
2410072	U	**Auto neutral not required this applicat** ion.	0	0
2410151	O	**Pushbutton control center console mounted.** Class 8 with Allison Transmission.	0	0
2410204	O	**Delete Allison Fuel Sense**	0	0
2410311	O	**Decline Allison Neutral at Stop Stand-Alone**	0	0
2429100	O	**Chassis will be fitted w/ LH transmission PTO.** (Prevents ECU F/Interfering w/ PTO Only).	0	0
2429101	O	**Chassis will be fitted w/RH transmission PTO.** (Prevents ECU F/Interfering W/PTO Only)	0	0

Data	Code	Description	$ List	Weight
2429358	O	**Rear transmission support springs for** transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	77	0
Front Axle & Equipment				
2517020	O	**Meritor MFS20 Front Axle rated 20K** 3.5 in. drop, standard track.	1,875	150
2621078	O	**Front Brakes: 22K Bendix ES S-cam 16.5x6 in.**	-118	-46
2659047	O	**Front dustshield: for drum brakes:** all front axles.	74	6
2690035	O	**Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.**	-82	104
2702020	O	**Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt** 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	270	80
2741970	S	**ConMet PreSet Plus Hub package; front axle.**	0	0
2750001	S	**Hubcap: front vented.**	0	0
2765001	O	**Front Auto Slack Adjuster.**	0	0
2866020	O	**Front Springs: Taperleaf 20K w/ shock absorbers** w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	1,118	241
2895202	O	**Dual power steering gears: 20K Sheppard M100P.**	1,193	70
2899336	O	**Power Steering Cooler:Radiator Mounted Air-to-Oil**	279	11
2900616	O	**Threaded Bushings for taperleaf spring** 16K, 18/20K, 22K, 40K replacing rubber.	88	0
Rear Axle & Equipment				
3142160	O	**Dual Meritor RT46-160 rear axle rated at 46K.** Tandem rear axles.	11,187	2,400
3200456	O	**Rear Axle Ratio - 4.56.**	0	0
3334004	O	**Dual Rear Brakes 16-1/2x7 in. to 46K;** Bendix ES-extended service S-cam.	0	0
3392005	O	**Dual Rear Brake Drums: cast.**	0	0
3407050	O	**Dual Rear Hubs: Aluminum hub pilot 46K** 11-1/4 in. bolt circle.	0	0
3441972	O	**ConMet PreSet Plus Hub package; dual rear axle.**	0	0
3465002	O	**Dual Rear axle automatic slack adjusters.**	0	0
3485209	O	**Spring Brake: 3030 high output dual.**	0	0
3490047	O	**Dustshields for drum brakes: all rear axles.**	103	11
3495226	S	**Bendix 4S/4M anti-lock brake system.**	0	0

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Printed:	4/4/2019 4:27:47 PM	***Complete***	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q04205400
Prepared by:	ID: Shane Petersen		Version Number:	41.20

Data	Code	Description	$ List	Weight
3500057	O	**Interaxle driveline 1 Dana SPL170XL**	443	-4
3742970	O	**Tandem Hendrickson HAULMAAX (HMX) 460 46K.** 54 in. axle spacing. With shocks, track rods, rubber bolster bushings and 16.5 in. saddle height. Unladen Height: 10.6 in. Laden Height: 9.5 in.	5,839	543
Tires & Wheels				
4038675	O	**Front tires: Goodyear G296 MSA 425/65R22.5 20PR.** 44.4 in. diameter 20.6 in. SLR. all position. On/Off highway. Wide-base tire.	768	148
4230011	O	**Rear Tires: Goodyear G182 RSD GHG 11R22.5 16PR**	552	160
4900008	O	**Rear Tire Quantity: 8**	0	0
5045216	O	**Front Wheel: Alcoa 82362 22.5x12.25 aluminum,** with Lvl One [TM] finish, hub-pilot mount. 11400lb. maximum rating. Super single. Standard track axles may be over 102 in. w/425 tires. Air disc brake compatible.	762	-10
5245162	O	**Rear Wheel: Alcoa 88367 22.5x8.25 aluminum with** Level One [TM] finish, hub-pilot mount. 7400 lb. maximum rating. Air disc brake compatible. Code is priced per pair of wheels.	1,680	-176
5854010	O	**Single Front Axle: 2 Polished wheels. Polished** outboard surface of aluminum wheels.	146	0
5854012	O	**Dual Rear Axle: 4 Polished wheels. Polished** outboard surface of outer dual or single aluminum wheels.	357	0
5900008	O	**Rear Wheel/Rim Quantity: 8**	0	0
Frame & Equipment				
6054600	O	**Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to** 337 in. to 416 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	457	355
6141600	O	**Full Steel Insert: for 10-5/8 in. or 10-3/4 in.** Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	1,741	740
6302461	O	**Bumper: Tapered chrome steel channel. Requires a** bumper setting code.	691	5
6319050	S	**50 in. Bumper setting. Requires a bumper code.**	0	0
6390110	O	**Mudflaps, Front: Extra wide for use w/ tires that** are wide base singles.	58	6
6400636	O	**Battery box cantilever aluminum BOC with** fiberglass cover.	86	8

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Printed:	4/4/2019 4:27:47 PM	***Complete***	Model Number:	T400 Series Conventional.
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q04205400
Prepared by:	ID: Shane Petersen		Version Number:	41.20

Data	Code	Description	$ List	Weight
6409901	O	**Battery box location: LH Side.**	0	0
6451090	S	**T470,C5, T6, T8 non-polished DPF/SCR or CNG cover** diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	105	0
6710080	O	**Two rams horn open rear tow hooks, not for** trailer towing.	96	17
6721102	S	**Rear mudflap arms: Betts B-25 standard-duty,** straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	**Rear mudflap shields: White plastic antisail w/** Kenworth logo.	0	0
6742009	S	**Square end-of-frame w/o crossmember; non-towing.**	0	0
Fuel Tanks & Equip				
7510090	O	**Fuel Tank: 90 US gallon 28.5in. aluminum under** replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	392	0
7722011	O	**Small round DEF tank. 11 gallons of** usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	0
7889203	O	**Standard DEF to fuel fill ratio: 2:1 or greater.**	0	0
7889604	O	**DEF tank location is on the LH.**	0	0
7920090	O	**Location: 90 gal fuel tank LH under cab**	0	0
Cab & Equipment				
8049001	O	**Cab: Extended Day Cab w/ Curved Glass. Includes** aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinge & pins. C500B: 129 in. BBC. 80 in. FA to BOC. T660B: 128 in. BBC. 80 in. FA to BOC. T800B: 127 in. BBC. 80 in. FA to BOC. W900B: 126 in. BBC. 96 in. FA to BOC. W900L: 136in. BBC. 106 in. FA to BOC.Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics, and programmable daytime running lights. Warning alarm will sound when lights are left on.	3,951	174
8090450	S	**Hood: Sloped Aerodynamic T440 Hood.** Includes hood and mounted grille, split fenders w/ mudflaps, & separate bumper.	0	0
8108010	S	**Cab heater: W/integral defrosters & A/C 45,000** btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0	0

Data	Code	Description	$ List	Weight
8201013	S	**Steering wheel: 18 in. 4-spoke.**	0	0
8201200	O	**Adjustable telescoping tilt steering column.**	368	10
8203060	O	**5 sets of keys. Replaces standard 2 sets of keys.**	29	0
8205044	O	**Flip Valve/(Small)Piping/LT: Two.** For Two Customer-Installed PTO. Single Speed. Dash Mounted. Includes Guard.	402	0
8205118	O	**Information for customer-installed PTO Chelsea** 277. 10-bolt. Available only with Allison 3000/4000 series transmissions.	47	0
8208498	O	**Five spare switches: Wired to power.**	162	0
8222712	O	**Gauge: Fuel filter restriction gauge.**	130	0
8222722	O	**Gauge: Manifold Pressure Gauge.** The NavPlus HD unit includes a virtual manifold pressure gauge.	28	0
8225658	O	**Gauge: Axle oil temperature, dual-drive axle.** (2 gauges) w/integral warning light.	220	0
8282004	S	**KW Driver Information Center: Includes fuel** economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0	0
8282009	S	**Instrument package: Includes speedometer,** tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0	0
8282107	S	**Large flat panel on dash For customer-installed** controls. Reduces gauge count by 6.	0	0
8331140	S	**Cab Interior: Summit. T440/T470 Only. Includes** smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floormats.	0	0
8343304	S	**Interior color: Slate Gray w/trim Dark Slate Gray**	0	0
8410191	O	**Driver seat: Kenworth Air cushion Plus HB vinyl.** Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	115	0

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Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q04205400
Prepared by:	ID: Shane Petersen		Version Number:	41.20

Data	Code	Description	$ List	Weight
8480191	O	**Rider seat: Kenworth Air cushion Plus HB vinyl.** Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	386	17
8490110	S	**Seat color: Dark Slate Gray.**	0	0
8601421	O	**Kenworth Radio with AM/FM/WB/USB and Bluetooth**	428	4
8699514	O	**Speakers: Four 4 in. x 6 in. high performance.** Adds 2 speakers to the Panasonic standard 2. Located in cab header & rear cab corners.	104	0
8700108	O	**Under dash center console: Includes one cupholder** & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only.	25	0
8700168	S	**Non-self cancelling turn signal: W/column-mounted** headlight dimmer switch & intermittent wiper control.	0	0
8700186	S	**Electric LH & RH door locks.**	0	0
8800200	S	**Cab access contoured grabhandles, LH/RH.**	0	0
8800400	S	**Grabhandle: LH inside door frame above dash.**	0	0
8800401	S	**Grabhandle: RH inside door frame above dash.**	0	0
8800733	O	**Grabhandle: LH w/ short extension over door.**	57	4
8832115	O	**Daylite Door: LH/RH includes RH peeper window**	0	0
8841411	S	**Single air horn under cab.**	0	0
8850300	S	**Look-Down, Pass. Door, Stainless 8.5x4.4**	0	0
8862101	S	**Mirror: Dual Prutsman mirror 7 in. x 16 in.** polished stainless steel, and non-heated.	0	0
8869005	S	**Mirror brackets 8-1/2 ft load width.**	0	0
8871438	S	**Rear Cab Stationary Window 17 in. x 36 in.**	0	0
8879200	S	**Manual LH & electric-powered RH door window.** Switch located on door.	0	0
8879590	O	**Fresnel lens for peeper window, RH door** 10-1/8 in. X 11-1/8 in. Replaces standard peeper window.	58	0
8890100	S	**One-piece windshield, w/ curved glass.**	0	0
8890135	O	**Exterior stainless steel sunvisor.**	585	11
8890353	O	**4 1/2in. rubber wheelwell fender extension.**	267	11
8890898	O	**Link Cabmate suspension.**	613	22

Lights & Instruments

9010801	S	**Headlamps: Halogen Projector Low Beam, Halogen** Complex Reflector High Beam	0	0

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Prepared by:	ID: Shane Petersen		Version Number:	41.20

Data	Code	Description	$ List	Weight
9022137	O	**Marker Lights: Five, rectangular, LED**	103	0
9030010	S	**Turn Signal Lights: Mounted on fender**	0	0
9030052	O	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	54	2
9058037	O	**Switch & Wiring for Customer-Installed Floodlight** W/O Electrical Pass-Through - 1st Set. Wire Coiled BOC/BOS.	79	0
9058052	O	**Switch & Wiring for Customer-Installed Floodlight** : W/O Electrical Pass-Through - 2nd Set. Wire Coiled BOC/BOS.	97	0
9090039	S	**Marker Lights: Interrupter Switch.** Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	0
9090115	O	**Reflectors: Two Midframe**	21	0
9090301	O	**Junction Box: Under cab**	162	1
9090316	O	**Junction Box: End of Frame**	176	1
9090845	O	**Circuit Breakers: Replacing fuses. Does not** apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	39	0
Air Equipment				
9101215	S	**Air Dryer Bendix AD-IS heated Puraguard**	0	0
9108001	S	**Moisture ejection valve w/ pull cable drain.**	0	0
9140020	S	**Nylon air tubing in frame & cab, excluding hoses** subject to excessive heat or flexing.	0	0
Extended Warranty				
9200008	O	**Base Warranty - PACCAR PX-9 Engine** 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200021	O	**Base Warranty - Standard Service Heavy Duty** 12 months / 100,000 miles / 160,000 km.	0	0
Miscellaneous				
9400076	O	**Local PDI then Ship to Specific Address.** N94010 SHIP TO BODY COMPANY	0	0
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0	0
Paint				
9700000	O	**Paint color number(s).** N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK	0	0
9943004	O	**Bumper Unpainted**	0	0
9943050	O	**Day Cab Standard Paint**	0	0

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Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q04205400
Prepared by:	ID: Shane Petersen		Version Number:	41.20

Data	Code	Description	$ List	Weight
9944820	O	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	0	0
9965510	S	**Base coat/clear coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Total Adjusted Price (W/O Freight & Warranty & Surcharges)	$181,905
Freight Charge	$2,325
Options Not Subject to Discount	$0
Surcharges Not subject to Discount	$0
Total Weight	17102 lb

Prices and Specifications Subject to Change Without Notice.

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Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q04205400
Prepared by:	ID: Shane Petersen		Version Number:	41.20

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/9/2019
		Clerk's File #	OPR 2019-0289
		Renews #	
Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-7823	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	DO528217
Agenda Item Name	5100-PURCHASE OF THREE WAUSAU PLOWS		

Agenda Wording

Fleet Services would like to purchase three (3) Wausau Snow Plows for the Street Department. The snow plows will be purchased using the Sourcewell Contract No. 080818-WAS for $72,422.85 including tax, from Wausau Equipment Co., Inc.

Summary (Background)

These snow plows will assist the Street Department with the City snow plow plan. We recommend approval for the purchase of three (3) snow plows. Funding for this is included in the Street Department replacement fund

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	$ 72,422.85	# 5110-71700-94000-56413-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	FLEIGER, NATHAN	**Study Session**	4/15/19
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	mmartinez, dpaine	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Briefing Paper
Finance & Administration Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase three Snow Plows
Date:	April 15, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

Fleet Services would like to purchase three (3) Wausau Snow Plows for the Street Department. The snow plows will be purchased using the Sourcewell Contract No. 080818-WAS for $72,422.85 including tax, from Wausau Equipment Co., Inc.

Executive Summary:

Impact

- These snow plows will assist the Street Department with the City snow plow plan.

Action

- Recommend approval for the purchase of three (3) snow plows.

Funding

- Funding for this is included in the Street Department replacement fund

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

DRAFT

WAUSAU EQUIPMENT CO. INC.

www.wausauequipment.com

****** PRICE CONFIRMATION******

To: City of Spokane	Attention: Micaela Martinez
	Cc: Kurt Schallmo
For: Sourcewell	Date: April 4, 2019

In reply to your inquiry dated 4/4 we are pleased to offer you the following pricing which will remain in effect for 40 days from this date.

QTY	DESCRIPTION	NET PRICE
Each	Wausau model MF 5.4 "Street Smart" Multi-Section trip section	
	plow equipped with SQH quick hitch, hydraulic angling, steel	
	cutting edges, drop down storage leg, powder coated Wausau	
	Orange.	$17,945.00 ea.
	SOURCEWELL Contract No, 080818-WAS	
	Options:	
Each	Truck Plate and mounting hardware (if required)	$836.00 ea.
Each	Standard Truck Side Plates	$494.00 ea.
Each	Curb Shoes	$218.00 (2)
Each	Freight to Spokane (non-contract price)	$2325.00
Each	Rubber Snow Deflectors (non-contract price)	$350.00 ea.

Above prices are: *Your Cost* *F.O.B.* *New Berlin*

Delivery: *120* *Days* *Terms:* *30 days*

This quotation is offered based on written or verbal specifications communicated to the undersigned. Wausau Equipment assumes no responsibilities for fines, penalties or liquidated damages that may be associated with the installation of this equipment without prior written agreement.

John Lemke
Territory Manager
Office: 262-784-6066
Mobile: 262-894-0510
Fax: 262-894-0510
jlemke@wausau-everest.com

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/10/2019
		Clerk's File #	OPR 2019-0305
		Renews #	
Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-7823	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	DR1278
Agenda Item Name	5100-PURCHASE OF TEN FORD ESCAPES		

Agenda Wording

Fleet Services would like to purchase 3 Ford Escapes for Planning and Building Services, 2 Escapes for Code Enforecement, and 5 Escapes for Parking Enforcement using WA State Contract #05916 for $258,815.84, including tax, from Columbia Ford.

Summary (Background)

The Ford Escapes will replace vehicles that have reached the end of their economic life. We recommend approval for the purchase of ten (10) Ford Escapes. Funding for these Escapes is included in the department's budget.

Fiscal Impact		Grant related? NO Public Works? NO	Budget Account
Expense	$ 57,329.29		# 4700-41200-94000-56404-99999
Expense	$ 20,315.46		# 5110-71700-94000-56404-99999
Expense	$ 51,763.17		# 5110-71700-94000-56404-99999
Expense	$ 129,407.92		# 5110-71700-94000-56404-99999

Approvals		Council Notifications	
Dept Head	FLEIGER, NATHAN	**Study Session**	4/15/19
Division Director	FEIST, MARLENE	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	mmartinez, dpaine	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			
DEVELOPER SERVICES CENTER	BECKER, KRIS		

Briefing Paper
Finance & Administration Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Ten Ford Escapes
Date:	April 15, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:
Fleet Services would like to purchase 3 Ford Escapes for the Planning and Building Service Department, 2 Escapes for Code Enforecement, and 5 Escapes for Parking enforcement using Washington State Contract #05916 for $261,569.20, including tax, from Columbia Ford.

Executive Summary:

Impact

- The Ford Escapes will replace vehicles that have reached the end of their economic life.

Action

- Recommend approval for the purchase of ten (10) Ford Escapes.

Funding

- Funding for these Escapes is included in the department's budget.

Budget Impact:
Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

DRAFT

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Tuesday, April 9, 2019 5:17 PM
To: Martinez, Micaela
Cc: Steve.Hatfield@des.wa.gov
Subject: Vehicle Quote - 2019-4-204 - SPOKANE, CITY OF - 23210

Vehicle Quote Number: 2019-4-204 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org
Quote Notes: 10 Escapes-Kris Becker
Vehicle Location: Spokane (City)

Color Options & Qty

Oxford White (YZ) - 10

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0311-001	2019 Ford Escape	10	$19,946.00	$199,460.00
2019-0311-002	INFORMATION ONLY: Columbia Ford offers a $300 prompt payment discount if payment is made within 20 days of vehicle delivery.	10	$0.00	$0.00
2019-0311-003	INFORMATION ONLY: All factory options are grouped together with S, SE or SEL Trim Levels. (Base Vehicle S Trim level is only available with front-wheel drive and 2.5L 4-Cylinder Engine) (SE and SEL Trim Levels, both FWD and AWD, include the 1.5L EcoBoost Engine) (The optional 2.0L EcoBoost Engine and Class II Trailer Tow Package are both available with SE and SEL Trim Levels)	10	$0.00	$0.00
2019-0311-010	2019 Ford Escape Front-Wheel Drive, S Trim Level, 5-Passenger, 2.5L 4-Cylinder Engine (with Flex Fuel Capability), 6-Speed Automatic Transmission (2019MY: 21/29 MPG) (U0F/100A/997/TT7B/17A) THIS IS THE BASE VEHICLE -- Please review Vehicle Standard Specs for complete description.	10	$0.00	$0.00
2019-0311-017	S OPTION - Reverse Sensing System (60S)	10	$244.00	$2,440.00
2019-0311-031	SE Trim Upgrade - Four Wheel Drive (Intelligent 4WD System) [Includes 1.5 Liter EcoBoost with Auto Start-Stop Technology (2019MY: 22/28 MPG), all base vehicle S equipment, plus: Fog Lamps, Privacy Glass, Heated Front Row Seats, 10-way Power Drivers Seat with Power Lumbar and Power Recline, Rear Center Armrest, FordPass Connect, SYNC3 (Enhanced voice recognition communications, 8in LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto Compatibility, two (2) Smart-Charging USB Ports, Sirius XM Radio), Intelligent Access with Push-Button Start (4 fobs), Remote Start System, Dual-Zone Electronic Automatic Temperature Control	10	$3,491.00	$34,910.00

	with Rear Air Duct, 17in Sparkle Silver-Painted Aluminum Wheels, Keyless Entry Keypad) (U9G/200A/99D/TTKB/17F) (SE 4WD is less expensive than the SE FWD due to Ford price concessions)			
2019-0311-099	Delayed Warranty Start (Customer submits request at www.fordwsd.com)	10	$0.00	$0.00
2019-0311-209	Mud Flaps, Front and Rear (DLR)	10	$75.00	$750.00
2019-0311-210	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	10	$120.00	$1,200.00

Quote Totals

Total Vehicles:	10
Sub Total:	$238,760.00
8.4 % Sales Tax:	$20,055.84
Quote Total:	$258,815.84

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/9/2019
		Clerk's File #	OPR 2019-0290
		Renews #	
Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-7823	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	DO528218
Agenda Item Name	5100-PURCHASE OF A PRO SPOTTER		

Agenda Wording

Fleet Services would like to purchase a used Tico Pro Spotter for the Waste to Energy Department. The Tico Pro Spotter will be purchased from Leavitt Machinery USA, Spokane, WA, for $ 108,355.50 including tax.

Summary (Background)

The Tico Pro Spotter will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of a used Tico Pro Spotter for the Waste to Energy Department. Funding for this is included in the Waste to Energy Department budget.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	$ 108,355.50	# 4490-44500-94000-56404-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	FLEIGER, NATHAN	**Study Session**	4/15/19
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	mmartinez, dpaine	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Briefing Paper
Finance & Administration Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of used Pro Spotter
Date:	April 15, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Finance & Administration Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History:

Fleet Services would like to purchase a used Tico Pro Spotter for the Waste to Energy Department. The Tico Pro Spotter will be purchased from Leavitt Machinery USA, Spokane, WA, for $ 107,758.50 including tax.

Executive Summary:

Impact

- The Tico Pro Spotter will replace a unit that has reached the end of its economic life.

Action

- Recommend approval for the purchase of a used Tico Pro Spotter for the Waste to Energy Department.

Funding

- Funding for this is included in the Waste to Energy Department budget.

Budget Impact:

Approved in current year budget? ■ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ■ No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ■ No
Specify changes required:
Known challenges/barriers:

DRAFT

CUSTOMER'S ORDER

LEAVITT MACHINERY USA, Inc.

PHONE: (425)251-0600 FAX: (425)251-0688

DATE: 04/01/2019

PURCHASER: City of Spokane - Fleet Services

ADDRESS: 915 N. Nelson St

Spokane, WA 99202

SHIP TO: SAME ☑ SPECIFY

SERVICE CONTACT NAME/PHONE #: Micaela Martinez (509) 625-7823

SALES CONTACT NAME: Micaela Martinez

SALES CONTACT E-MAIL: mmartinez@spokanecity.org

PURCHASER'S ORDER NO.

SALESPERSON: Boyd Stern NO. 2068

CUSTOMER ACCOUNT NO. 04426U

SELLING BRANCH 20

FEDERAL TAX ID NO.

STATE LICENCE NO. (IF ANY)

DUTY

TAX EXEMPT YES / NO: No

INDUSTRY CODE DESIGNATION (SIC): Ind 6 Government

STOCK NO. EQU000203

SERIAL NO. 4888

SHIPPING TERMS

- ☐ **EXW CUSTOMER PICK UP AT**
- ☑ **CIP LEAVITT PAYS TO DELIVER TO**
- ☐ **CPT LEAVITT CHARGES FOR AND DELIVERS TO**
- ☐ **TURNKEY LEAVITT DELIVERS TO AND ASSEMBLES AT**
- ☐ **OTHER**

LOCATION Leavitt Branch

ANTICIPATED SHIP DATE: 2-3 Weeks

SHIPPING INSTRUCTIONS: Shipping Instructions

PRINCIPAL WORK CODE: King

☑ CASH SALE ☐ FLEET MANAGEMENT ☐ RENTAL W/ OPTION

2017 Tico Pro Spotter

Engine: Cummins QSB 6.7 Tier IV-F - 173HP, Transmission: Allison RDS 3000 (5-year warranty), Hydraulic. Lift: 17"

Front Axle: Meritor FF-961, Rear Axle: Meritor RS-24-160, Wheelbase: 116", Fifth-Wheel: Holland FW3500 (70k)

State Tax Not Included on Sales Order - Will be Added on Invoice

WARRANTY STANDARD

WARRANTY EXTENDED *5-Year Allison Transmission*

YEAR	MODEL	SERIAL NO.	STOCK NO.	CR NOTE NO.	TOTAL PRICE	Ind 6 Government
ATTACHMENTS AND SERIAL NOS.					LESS GROSS ALLOWANCE	
PURCHASER'S TAX REGISTRATION NO: / REASON		SHIPPING TERMS	GROSS ALLOWANCE		DIFFERENCE	
AMOUNT OWING TO: ~			LESS OWING		STATE SALES TAX	
WIRE	CHECK	L/C	EXPECTED DATE	NET ALLOWANCE	ENVIRONMENT LEVY	
STANDARD					SUBTOTAL	
CONTRACT COMENCEMENT DATE	CONTRACT INT. RATE 0.00%	CONTRACT O/D RATE	NO OF MONTHS		**TOTAL**	$99,500.00

INSURANCE TO BE PLACED BY CUSTOMER ☐ AGENT NAME

APPLICATION : LOGGING ☐ OTHER ☐

PURCHASER'S BANK:

THE PURCHASER HEREBY OFFERS TO PURCHASE OR LEASE AS INDICATED ABOVE FROM **LEAVITT MACHINERY USA, INC.** ("LEAVITT MACHINERY") THE EQUIPMENT DESCRIBED ABOVE ('THE EQUIPMENT') FOR THE PRICE AND ON THE TERMS AND CONDITIONS SET OUT HEREIN ON THE REVERSE
LEAVITT MACHINERY DOES NOT AITHORIZE ITS EMPLOYEES TO CONNECT ELECTRICAL EQUIPMENT AND ASSUMES NO RESPONSIBILITY FOR ANY LOSS, DAMAGE OR DELAY SUFFERED BY CUSTOMERS AS A RESULT OF THE CONNECTION OF ANY ELECTRICAL EQUIPMENT SOLD BY LEAVITT MACHINERY WHETHER THE CONNECTION WAS MADE BY LEAVITT MACHINERY EMPLOYEES OR BY OTHERS.

LEAVITT MACHINERY'S LIABILITY IS LIMITED BY THE TERMS AND CONDITIONS ON THE REVERSE BY WHICH FORM PART OF THIS AGREEMENT. IN ADDITION, THERE ARE PROVISIONS ON THE REVERSE WHICH MAY RESULT IN THE PURCHASER HAVING TO PAY CUSTOMS DUTIES, IMPORT DUTIES, AND EXCISE TAXES WHICH DO NOT FORM PART OF THE TOTAL PRICE SHOWN ABOVE. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS ON THE REVERSE HEREOF PRIOR TO SIGNING THIS ORDER.

THE PURCHASER ACKNOWLEDGES THAT HE HAS READ AND FULLY UNDERSTANDS THE APPLICABLE WARRANTY AND HAS RECEIVED A COPY THEREOF.

ACCEPTED AT 18601-72nd AVE. SOUTH, KENT, WA 98032 | PURCHASER Micaela Martinez | BY X

TERMS AND CONDITIONS

1. When signed by an authorized officer on behalf of Leavitt Machinery, this Order will constitute a binding contract on Leavitt Machinery and on the Purchaser. The Purchaser waives notice of acceptance by Leavitt Machinery, and acknowledges that the terms hereof constitute the entire agreement between the parties and that there are no representations, warranties or conditions, express implied or arising under statute, other than is stated herein including without limitation any condition, warranty or guarantee that the Equipment is suitable or reasonably fit for any particular purpose or under any specified conditions. No agreement collateral hereto shall have any effect unless in writing and signed by an authorized officer on behalf of Leavitt Machinery. This Order may not be modified except by instrument in writing executed by appropriate officers of Leavitt Machinery and the Purchaser. If the Purchaser shall issue a purchase order or other document in respect of its obligations to pay any sum set forth herein, the terms and conditions of that purchase order or other document shall not supersede, be or be deemed to be an amendment to or variation of the terms and conditions set forth herein notwithstanding that such purchase order or other document or an acknowledgement copy thereof is executed on behalf of Leavitt Machinery to facilitate payment of its charges hereunder, to the intent that in the event of any conflict or inconsistency whatsoever between the terms and conditions of that purchase order or other document, the terms and conditions of this Order and the terms and conditions of this Order shall govern, regardless of which document was first executed.

2. The Purchaser agrees that prior to the delivery of the Equipment, it will deliver to Leavitt Machinery such promissory notes and contracts and securities as may be required by Leavitt Machinery in order to evidence the transaction, and/or in order to reserve title to the Equipment to Leavitt Machinery until the purchase price shall be paid in full. In the event that the Purchaser fails to deliver the said notes and contracts and securities to Leavitt Machinery forthwith upon demand, the balance of the purchase price shall become immediately due and payable and Leavitt Machinery may at its option retake possession of the Equipment wheresoever situate.

3. Except where title to the Equipment is transferred by Leavitt Machinery to the Purchaser and Leavitt Machinery takes back a chattel mortgage, property in, title to and right to possession of the Equipment shall remain in Leavitt Machinery until all indebtedness and all sums due or to become due from the Purchaser shall have been fully paid.

4. Leavitt Machinery shall incur no liability for any delay or failure to deliver the Equipment or for any delay or failure to perform any of its obligations hereunder by reason of strike, threat of strike, lockout, fire, flood, interruption or delay in manufacture or transportation, act of nature, war, insurrection, mob violence, requirement of governmental authorities, embargo, shortage of labour, equipment or materials, plant breakdown, or any other causes beyond control of Leavitt Machinery whether or not in existence or known to Leavitt Machinery at the time of acceptance of this Order.

5. The Equipment shall be and remain at the risk of the Purchaser from and after the time of delivery to the Purchaser (herein called the "delivery date"). Any claims for shortages, delays or damages occurring thereafter shall be made by the Purchaser direct to the carrier. Any claims against Leavitt Machinery for shortages in shipment shall be made within fifteen days after delivery of the Equipment.

6. The Purchaser agrees with Leavitt Machinery that the Purchaser will be deemed to have accepted the Equipment fifteen days after the delivery date unless Leavitt Machinery is notified to the contrary in writing within such fifteen day period.

7. Prices for the Equipment are subject to change without notice in accordance with increases in the manufacturer's prices. The Purchaser agrees with Leavitt Machinery to pay the prices in effect on the delivery date.

8. If payment is contemplated of any portion of the purchase price after the delivery date this Order shall be subject to Leavitt Machinery's approval of the Purchaser's credit on the delivery date, and Leavitt Machinery reserves the right to specify all payment terms and the security to be given for any extension of credit.

9. The warranty, if any, applicable to the Equipment ordered is as set out in the statement(s) of warranty policy ("Warranty") delivered to the Purchaser, receipt of which is hereby acknowledged by the Purchaser. No other warranties are applicable or may be implied.

10. The Purchaser agrees with Leavitt Machinery that the Warranty is inconsistent with any warranty available to the Purchaser under the provisions of Washington State Law and the Purchaser hereby waives any and all rights with respect to such warranties as may be implied under the Washington State Law. The Purchaser hereby further agrees that the Warranty, if any, is in the nature of liquidated damages and in substitution for any damages to which the Purchaser might otherwise be entitled, at law or in equity and, in particular, the Purchaser hereby agrees that in lieu of an action for fundamental breach of contract or breach of a fundamental term of contract, the Purchaser will rely upon the provisions of the Warranty.

11. The liability of Leavitt Machinery hereunder is limited to the repair or replacement of defective parts and the cost of labour to install such parts as indicated in the applicable warranty, if any, and Leavitt Machinery, its employees, agents and contractors shall not under any circumstances be liable for any personal injuries (including death) to any person (including the Purchaser) or for any loss or damage to property or business either direct, indirect or consequential, whether to the Equipment or to any other property, caused or contributed to by the delivery, operation, possession or repossession of the Equipment by Leavitt Machinery or any other person or by any default or negligence of Leavitt Machinery, its employees, agents and contractors or by any other cause or reason whatsoever. In addition, in no case shall Leavitt Machinery be liable for loss of income, profits or use of the Equipment whether or not caused or contributed to by the negligence or default of Leavitt Machinery, its employees, agents and contractors. The Purchaser agrees to indemnify Leavitt Machinery against any and all claims, losses, expenses, penalties, damages and liabilities of every kind whatsoever which Leavitt Machinery may at any time be required to pay for personal injuries (including death) and/or property damage suffered by any person or which Leavitt Machinery may at any time sustain by reason of the operation, handling, transportation or use of the Equipment or by failure of the Purchaser to perform or cause to be performed the safety inspection required to be performed pursuant to the provisions of clause 21 hereof. The limitations of liability and indemnities contained in this clause 11 shall survive the expiration of this Order.

12. Leavitt Machinery specifically authorized by the Purchaser to insert herein at any time serial numbers or other description of any of the Equipment.

13. The Purchaser represents and warrants to Leavitt Machinery that all goods transferred to Leavitt Machinery as partial consideration for the payment of the purchase price, are now and will at the time or such transfer, be free and clear of all liens, charges and encumbrances, save as set forth on the face hereof and that the Purchaser has paid all applicable taxes in respect of such goods. The Purchaser covenants and agrees to indemnify and save harmless Leavitt Machinery from and against any and all liability in respect of any breach by the Purchaser of these representations and warranties.

14. In the event that the method of shipment of the Equipment to the Purchaser shall not be specified, Leavitt Machinery may withhold delivery until the Purchaser shall specify the method of shipment or Leavitt Machinery may insert on the face hereof any method of shipment which may be available and such insertion shall have the same effect as if specified by the Purchaser before execution of this Order. Unless otherwise stated on the face hereof, all new equipment shall be shipped FOB Leavitt Machinery's place of business, Coquitlam, B.C. and all used Equipment shall be shipped FOB the location where the Equipment is situate on the date that this Order is signed by the Purchaser

15. Any amount paid by the Purchaser to Leavitt Machinery and referred to on the face hereof in the space headed "Cash With Order" shall constitute a deposit by the Purchaser and in the event of the Purchaser neglecting or refusing to make any payment due hereunder or committing any other breach of the agreement constituted by the acceptance of this Order, Leavitt Machinery may retain such deposit and in the event of Leavitt Machinery's damages arising from such non-performance or breach exceeding the amount of such deposit, Leavitt Machinery may apply such deposit on account of such damages without in any way prejudicing the right of Leavitt Machinery to recover from the Purchaser the balance of such damages.

16. This Agreement shall be governed by and construed in accordance with the laws of the province or territory in which the Purchaser has executed this Agreement.

17. Interest at the rate set out on the face hereof in the space headed "Overdue Interest Rate" will be charged by Leavitt Machinery on all overdue accounts.

18. The term "cash on delivery" as used on the face hereof shall mean that delivery of the Equipment and payment of that portion of the purchase price shown as "Cash On Delivery" shall be concurrent conditions.

19. If the information inserted on the face hereof shall specify a lease or rental contract, the above terms and conditions shall be read with such amendments as may be applicable thereto and in particular, title to the Equipment shall at all times remain in Leavitt Machinery and the term "rental payments" shall be substituted for the word "price".

20. The Purchaser shall pay and discharge when due, all licence fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each of which is a "Tax") now or hereafter imposed by any federal, provincial or local government or taxing authority upon the goods or services which are subject matter of this Order (except income taxes payable by Leavitt Machinery) whether the same are payable by, or billed or assessed to Leavitt Machinery or the Purchaser, together with any penalties or interest in connection therewith. The Purchaser warrants the truth and accuracy of any statement in writing to Leavitt Machinery that the Equipment is not subject to, or is subject to any particular rate of Tax or Taxes. If Leavitt Machinery, either at the Purchaser's request or due to requirement of law or otherwise, pays any such Tax or any amount in excess of the amount which would have been payable based on the Purchaser's statement, the Purchaser shall forthwith reimburse Leavitt Machinery therefor. The amount of any such payment shall bear interest at the rate of 18% per annum.

21. Sales Tax will be applied on all taxable sales.

22. The Purchaser hereby acknowledges receiving a copy of this Order. The Purchaser waives all rights to receive from Leavitt Machinery a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Order.

23. Purchaser shall indemnify and save harmless Owner, its agents and employees against any and all liens, claims, loss, costs, expenses, penalties, damages, liabilities, actions and suits of every kind and nature whatsoever, including legal costs on a full indemnity basis, which Owner may at any time be required to pay or which may be imposed on, incurred by or asserted against Owner, its agents and employees whether for personal injuries (including death) and/or property damage suffered by any person (including Purchaser) or otherwise in any way relating to or arising out of the rental, delivery, possession, operation, use, maintenance, handling, transportation or repossession of the Equipment during the term hereof. The indemnities contained in this clause 23 and in this Order shall survive the termination of this Order or any renewals hereof.

24. The Purchaser shall cause a safety inspection to be made of all used Equipment prior to operating such Equipment.

You agree that the facsimile copy of this agreement with your facsimilie signature and our original signature shall constitute the original of this agreement for all purposes.

Customer: X _____ Title _____ Date _____

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/9/2019
		Clerk's File #	OPR 2019-0291
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6541	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	RFB WTE 19-006
Agenda Item Type	Contract Item	Requisition #	CR 20448
Agenda Item Name	4490 IN-GROUND SCALE REPLACEMENT AT THE WTE		

Agenda Wording

Contract with Unitec Corporation for the removal and installation of a new in-ground truck scale at the WTE Facility. Total cost of project is $107,014.00 including tax.

Summary (Background)

All vehicles coming and going from the Waste to Energy Facility are required to get weighed upon entering and exiting the tipping floor. Recently, one of the outbound scales suffered a failure of the support structure and was deemed to be no longer fit for use. On March 11, 2019 bids were received for RFB #WTE 19-006 to provide and install a new in-ground scale as well as removal/demolition of the current scale. Unitec Corporation was the lowest responsible bidder.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 107,014.00	# 4490-44900-94000-56401
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	**Study Session**	UE 4/8/19
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	mdorgan@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	In-Ground Scale Replacement at the WTE
Date:	April 8, 2019
Contact (email & phone):	David Paine, dpaine@spokanecity.org, 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience/Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to replace the broken scale at the WTE to help facilitate better customer service and efficient operations.

Background/History:

All vehicles coming and going from the Waste to Energy Facility are required to get weighed upon entering and exiting the tipping floor. There are currently three scales at the residential entrance. Typically one scale is used to weigh customers in upon entry and the other two weigh customers out for the purpose of collecting the tipping fees. Recently, one of the outbound scales suffered a failure of the support structure and was deemed after inspection to no longer be fit for use. This scale has been in service for 28 years.

On March 11, 2019 bids were received for bid #WTE 19-006 to provide and install a new in-ground scale as well as removal/demolition of the current scale. Unitec Corporation was the lowest responsible bidder. The cost for this project is $107,714.00 including taxes.

Executive Summary:

- Contract to provide and install a new in-ground scale, as well as removal/demolition of the current scale.
- Current scale is no longer serviceable.
- Unitec Corporation's response to bid WTE 19-006 was selected for a total cost of $107,714.00 which includes taxes.
- A new scale will help facilitate better customer service and more efficient operations.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A
Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A
Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A
Specify changes required:
Known challenges/barriers:

City Clerk's No. _____

City of Spokane

PUBLIC WORKS AGREEMENT
10% Retainage Option – NO BONDS

Title: **REMOVAL AND INSTALLATION OF IN-GROUND TRUCK SCALE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UNITEC CORPORATION**, whose address is 358 Upland Drive, Seattle, Washington 98188 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to **Provide New In-Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale, and Installation of New In-Ground Truck Scale**; and*

WHEREAS, the Contractor was selected through a Request for Bids WTE 19-006 issued by the City;

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

1. TERM OF AGREEMENT.
The term of this Contract begins on April 8, 2019, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in **Exhibit A**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls. The Contractor shall provide the following Work for the City:

Provide New In-Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale, and Installation of New In-Ground Truck Scale, RFB WTE 19-006. Specifically, the base bid, Center Cleanout, Digital Scale Display, Rubber Belting, and one (1) Spare Digital Load Cell

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED SEVEN THOUSAND FOURTEEN AND NO/100 DOLLARS ($107,014.00)**, including tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 4401 South Geiger Blvd, Spokane, Washington 99214. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. RETAINAGE IN LIEU OF BOND.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. PUBLIC WORKS.
The following public works requirements apply to the work under this Agreement.

A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED**. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.
For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620

8. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.
Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

10. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.
No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

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

12. INSURANCE.

The Contractor shall be a Washington State registered or licensed Contractor, as well as licensed with the Washington Department of Agriculture, at time of bid submittal.

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 total occurrence limit of not less than $10,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of $1,500,000, in order to meet the insurance coverages required under this Contract;

C. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

D. 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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

14. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

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

16. TERMINATION.
Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

17. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

18. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

19. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

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

21. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

22. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the

acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

UNITEC CORPORATION	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Contractor's General Scope of Work
Exhibit B – Certification Regarding Debarment

EXHIBIT A

EXHIBIT B

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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

UNITEC Corporation
Industrial Scales • Manufacturing • Sales • Service

March 7, 2019

Mr. David Paine
City of Spokane
2900 South Geiger Rd
Spokane, WA 99224

Re: Residential #2 In Ground scale replacement project

Dear David,

In reference to the above project, Unitec is pleased to have enclosed a bid for this project. We have included in our bid package:

1. Bid deposit cashier's check
2. Technical specifications meets/exceptions form
3. Fixed price bid form
4. Spare parts list
5. Unitec signature page with license #'s
6. Unitec proposal - includes options related to scale project, standard warranty and optional extended warranty, lead time. Please note that we can supply both a concrete deck and steel deck version of this scale for the same price. We will accommodate your request.

Specific information requested:

Scale OEM: B-tek Scales LLC
Address: 1510 Metric Ave SW
Canton, OH 44706
Lead Time: 13-15 weeks
Construction schedule:

Approximately one week (or less) prior to new scale arrival, Unitec will block off existing scale, remove scale and prep pit for new scale. When scale arrives, Unitec will supply crane to offload scale and set in existing pit. Unitec will anchor the new load cell stands, and if it is a concrete deck scale, pour concrete deck after hours. Once concrete is cured (recommend 28 days), Unitec will return to interface the scale indicator to the scale system, wire, calibrate and certify the new scale.

We appreciate the opportunity to bid on this project, and welcome the opportunity to discuss our bid and the optional items that will contribute to ease of scale maintenance and scale up time.

Thanks.

Best Regards,

Matt Friesen

358 Upland Drive • Seattle, Washington 98188 • (206) 575-1100 • FAX (206) 575-1248
www.uniteccorp.com

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0001716 Office AU # | 11-24 1210(8)

CASHIER'S CHECK

0171603019

Remitter: MATTHEW FRIESEN
Operator I.D.: u648893

PAY TO THE ORDER OF ***CITY OF SPOKANE***

March 07, 2019

Four thousand six hundred fifty dollars and no cents

$4,650.00

Payee Address:
Memo: RES #2 IN GROUND SCALE REPLACEMENT

WELLS FARGO BANK, N.A.
343 ANDOVER PARK E
TUKWILA, WA 98188
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 4,650.00

Richard Leary
CONTROLLER

Details on Back. Security Features Included.

⑈0171603019⑈ ⑆121000248⑆4861 51295 2⑈

Provide New Scale, Removal/Demolition Of Current Scale, Install New Scale			
	MINIMUM SPECIFICATIONS	**MEETS**	**EXCEPTIONS**
1	Provides permits, materials, tools, construction equipment (i.e.: cranes), transportation, supplies, organization and other items of work and cost necessary for the proper execution and completion of the work described as Provide New Scale, Removal/Demolition Of Current Scale, Install New Scale	X	
2	BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL). A bidder will be deemed not responsible if: the bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The bidder must complete and return supplemental bidder responsibility criteria with its bid.	X	
3	**Provide New Scale**		
3.1	Provide In-Ground Truck Scale meeting form, fit and function of Fairbanks Rodan Model 12-8727. Measurements may be taken during mandatory bid walk-thru. Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design. Any item that does not meet specifications will not be acceptable. Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the bid. If the scale differs from the provisions, the bidder must be explained in detail. Should vendor not provide "technical data" support with bid, quote will be considered none-responsive. Scale must provide easy access for cleaning, repairs and maintenance and be able to withstand the elements without altering the existing scalehouse.	X	
3.2	Software Compatibility Requirements must be able to interact with Weighmaster software that is in use by WTE. Specifications are: Type: Serial communications Cable: direct to PC with standard 9 pin end and wiring Parameters: baud rate = 9600, No parity, 8 data bits, 1 Stop bit (9690, N, 8, 1) Prompting: Continuous or On Demand Format: wwwwww LB G (wwwwww = weight digits with zero filling; "LB" for pounds; "G" for gross weight) Motion: motion on scale shall be taken into account either by suppressing weight transmission during motion or sending a motion code in the string (e.g. "M") or sending continuous.	X	

	Testing: Vendor selected shall be responsible for connecting the scale to the PC and working with the WeighMaster application vendor to produce a test using vehicles with weights similar to those that are frequent users of the scale. Testing shall be during normal business hours or witnessed by authorized City staff.		
3.3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of scale	X	
3.4	Provide Standard Lead Time for delivery of new scale.	X	
3.5	Provide scale delivery date milestones; to enable advance demolition/removal schedule of current scale.	X	
3.6	Responsible for storing of new scale prior to installation	X	
3.7	Responsible for unloading new scale upon delivery at Spokane Solid Waste Disposal, providing all required supervision and equipment.	X	
3.8	All freight cost are responsibility of Bidder	X	
3.09	Provide the City Of Spokane WTEF with as built scale related drawing. The as-built drawings will become the property of the City of Spokane and should be marked as such.	X	
3.10	Provide Four (4) Hard Copies of Scale Manual and Four (4) Electronic Copies of Scale Manuals	X	
4	**Removal/Demolition of Current Scale**		
4.1	Awarded bidder must comply with On Site Safety Training requirements prior to performing and services onsite. All personnel that are to perform on-site services at the WTE Facility must watch 10-minute video that can be accessed via: https://vimeo.com/194591363/b5e0552df3 and must read and complete Contractor On-Site Declaration in addition to watching video.	X	
4.2	Contractor **will not** be available to perform services during operation hours of 7:30AM – 5:30PM, regardless of weekday.	X	
4.3	Provide demolition/removal milestones plan for demolition/removal schedule of current scale.	X	
4.4	Responsible for disposal of "all items" associated with scale removal/demolition.	X	
5	**Installation of New Scale**		
5.1	Provide Installation milestones plan for installation of new scale.	X	

5.2	Contractor will provide with its proposal, a detailed listing of all services, parts and materials that are included in Contractor's "all-inclusive" Inspection-	X	
5.3	Ensure installed scale is fully operational, to include software interfacing. Perform function testing.		
6	**Calibration & Testing**		
6.1	The Contractor will provide all associated Calibration Related Licensing and Certification certifying installed scale in compliant in accordance with all required applicable Laws and Regulations.	X	
6.2	**Warranty**		
6.3	Provide written warranty advising what is covered with new scale purchase and installation; IE parts listing, labor does it cover removal and replacement of warranty parts; how long is warranty for parts and labor, when does warranty go into effect, upon installation of scale once it is fully operational. Response time for replacement of warranty parts and warranty labor in regards to parts removal, providing replacement parts, and install of replacement warranty parts. Any Warranty labor work needed would need to be performed outside the operating hours of 7:30AM – 5:30PM, regardless of weekday.	X	
	Should an item(s) not fall under warranty; be its parts or labor; the City of Spokane would reserve the right to have non-warranty items replaced by City's choice of vendor without have any adverse impacts on parts and labor related items that are still under warranty.	X	
7	**RECOMMENDED SPARE PARTS LISTING, QUANTITY, PRICE**		
7.1	Bidder shall take into account that the scale would operate 10 hours a day, 7 days a week; therefore, Bidder must provide a recommended list of spare parts (manufacture/part numbers) with pricing and quantity as part of its bid.	X	
7.2	The City reserves the right to purchase some, none, or all of the recommended spare parts at prices vendor listed; and if any recommended spare parts are purchased it may be for a quantity greater or lesser than vendor's recommended quantity.	X	

Attachments:

Supplemental Bidder Responsibility Criteria

Attachment to Supplemental Bidder Responsibility Criteria
Work Experience Form

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: **WTE 19-006**

Provide New In-Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale and Installation of New In-Ground Truck Scale

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, supervision, permits, materials, tools, construction equipment (ie: crane(s)), transportation, supplies, organization and other items of work and cost required to complete the proposed project in strict accordance with the contract documents.

Firm fixed price for **New In-Ground Truck Scale**
Should vendor not provide "technical data" support with bid, quote may be considered none-responsive.

The bidder proposes to do the project at the "all inclusive" price:

BID: $ 84,790.00

All Freight Cost Are Responsibility of Bidder
Contractor Responsible for Unloading

SALES TAX (8.8 %) $ 7,461.52

TOTAL IN-GROUND SCALE PRICE: $ 92,251.52

In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	☐	☒	☐
If so were PCBs found at a measureable level?	☐	☒	☐
As far as you know has this actual product been tested for PCBs by a WA State accredited lab	☐	☒	☐
using EPA Method 1668 (or equivalent as updated)?	☐	☒	☐
If so attach the results or note from whom the results can be obtained.	☐	☒	☐
Do you have reason to believe the product contains measureable levels of PCBs?	☐	☒	☐
Do you have reason to believe the product packaging contains measureable levels of PCBs?	☐	☒	☐

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER
State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP
Manfacturer/OEM: B-tek Scales		
Distributor: Unitec Corp.	358 Upland Drive, Seattle, WA	98188

"All inclusive" firm fixed bid price for **Removal/ Demolition Of Current In-Ground Scale to include Installation of New In-Ground Truck Scale**
"All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.

The bidder proposes to Removal/ Demolition Of Current In-Ground Scale to include Installation of New In-Ground Truck Scale at the "all inclusive" price:

BID: $ 84,790.00

SALES TAX (8.8 %) $ 7,461.52

TOTAL BASE BID PRICE: $ 92,251.52

Recommended Spare Parts Listing

Recommended Spare Parts. The City reserves the right to purchase some, none, or all of the recommended spare parts listed below and if recommended spare part(s) are purchased it may be for a quantity less than recommended.

Item	Description, Part Number, Manufacturer	Qty Recommended	Unit Price Inclusive of Freight
1	B-tek 77K Analog Compression Column	1	$1,217.00
	Stainless Steel Load cell		

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	UNITEC. * 148 QP
U.B.I. Number	# 603-236-854
Washington Employment Security Department Number	469836-00-9
Washington Excise Tax Registration Number	603-236-854
City of Spokane Business Registration Number	T12116862 BUS -

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 1, 2, 3 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of ninety (90) calendar days after the stated submittal date.

For contracts up to $150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.

X YES ___ NO

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME:	Unitec Corporation
SIGNATURE:	Matt Friesen
TITLE:	Vice President
PHONE:	(206) 575-1100
EMAIL:	Matt@unitecorp.com
ADDRESS:	358 Upland Dr, Seattle, WA, 98188

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

Bidders shall complete, sign and submit this form with attachments with Bid.	
Project Name: Provide New In-Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale, and Installation of New In-Ground Truck Scale	
	Project # WTE 19-006
Part A: General Company Information	
Company Name Unitec Corporation	
Address 358 Upland Dr, Seattle, WA 98188	
Contact Name and Title Matt Friesen - V.P.	
Contact Phone (206) 575-1100	Contact E-mail Matt@uniteccorp.com
Years in business as a Prime Contractor 43	Years in business as a sub-contractor 43
Years in business under present Name 43	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years Dovsh Scale Service	
Explain reason for name change(s) in the past five (5) years Acquired by Unitec Corp	
Part B: Work Experience	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project	
Part C: Performance Evaluation	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
☐ Yes ☒ No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
Part D: Record of Debarment / Disqualification	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
☐ Yes ☒ No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	
Part E: Safety	
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?	

The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.
□ Yes ☒ No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part F: Environmental
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
□ Yes ☒ No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
Part G: Discrimination
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
□ Yes ☒ No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
Part H. Prevailing Wage
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
□ Yes ☒ No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluation these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part I. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
□ Yes ☒ No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part J. Termination for Cause

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part K: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part L: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part M: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☐ Yes ☒ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative	Date
	3/7/19
Printed Name of Authorized Representative	**Title**
Matthew Friesen	Vice President

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name	Bidders Contact Name & Phone Number
Unitec Corp.	Matt Friesen (206) 575-1100

Project Name	Project Contract Number
Commercial Scales Replacement	
Project Owner	**Project Location**
City of Spokane	Transfer Station
Project Owner Contact Name & Title	**Owner's Telephone Number**

Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price

Prime Contractor Name (If Not Bidder)	Contractor Contact Name & Phone Number (If Not Bidder)

Brief Project Description

Replace commercial inbound and outbound truck scales with Above Ground Unitec's.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

- Removal and disposal of old scales
- build and modify scale foundations for new scales
- Install new scales

March 1, 2019

ADDENDUM NO. 3

WTE 19-006

REQUEST FOR BID Addendum 3, WTE 19-006,
Provide New In-Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale, and Installation of New In-Ground Truck Scale

This Addendum:

1) Submission of Bids: Date Changed

From: March 5, 2019; 9:00A.M. Pacific Local Time
To: March 11, 2019; 9:00A.M. Pacific Local Time

2) Bid Security Required:

BID SECURITY.
The bid shall be accompanied by cash, a bid bond, certified or cashiers check payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

Rick Rinderle
Buyer

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Unitec Corp.
Company

Authorized Signature

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of $_____, which is equal to or more than five percent (5%) of the total bid.

Signature_____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

Provide New In-Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale, and Installation of New In-Ground Truck Scale

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on _____

_____
AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF ATTORNEY must accompany this bond.

_____
AS SURETY

By: _____
Attorney in Fact

February 20, 2019

ADDENDUM NO. 2

WTE 19-006

REQUEST FOR BID Addendum 2, WTE 19-006,
Provide New In-Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale, and Installation of New In-Ground Truck Scale

This Addendum is to define restricted hours:

Restricted hours: Restricted hours of 7:30AM to 5:30PM applies to "all" seven days of the week.

Any reference to restricted hours in the Bid and Addendum 1, are to be interpreted by bidders as such.

Therefore; the below paragraph extracted from Bid, is hereby change to:

Access to the number two in-ground residential scale, would be restricted from 7:30AM to 5:30PM ~~regardless~~ seven days a week ~~of the weekday~~, as two other residential scales as are in use, daily, seven days a week, during this this time frame, which prevents the residential ramp from being shut down.

Applicable sections, 4.2 and 6.3, of "stated qualifications" of the Bid WTE 19-006, SECTION III. TECHNICAL REQUIREMENTS is hereby change to:

Provide New Scale, Removal/Demolition Of Current Scale, Install New Scale			
	MINIMUM SPECIFICATIONS	**MEETS**	**EXCEPTIONS**
4.2	Contractor **will not** be available to perform services during operation hours of 7:30AM – 5:30PM, ~~regardless~~ seven days a week ~~of the weekday~~ as two other residential scales as are in use, daily, seven days a week, during this this time frame, which prevents the residential ramp from being shut down.		
6.3	Provide written warranty advising what is covered with new scale purchase and installation; IE parts listing, labor does it cover removal and replacement of warranty parts; how long is warranty for parts and labor, when does warranty go into effect, upon installation of scale once it is fully operational. Response time for replacement of warranty parts and warranty labor in regards to parts removal, providing replacement parts, and install of replacement warranty parts. Any Warranty labor work needed would need to be performed outside the operating hours of 7:30AM – 5:30PM, ~~regardless~~ seven days a week ~~of the weekday~~.		

Bidder must acknowledge it meets stated qualifications shown in Section III, Technical

Specifications, as follows:

A. "Meet" Column
Bidder will initial it meets stated qualification.

B. "Exceptions" Column
Explain all exceptions to specification as stated. NOTE: All exceptions require explanation. (Use additional paper with reference to item number and respective question (number).

Rick Rinderle
Buyer

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Unitec Corp.
Company

Authorized Signature

February 19, 2019

ADDENDUM NO. 1

WTE 19-006

REQUEST FOR BID Addendum 1, WTE 19-006,
Provide New In-Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale, and Installation of New In-Ground Truck Scale

This Addendum is to distribute the mandatory pre-bid meeting sign-in sheet and questions/answers resulting from Mandatory Pre-Bid Meeting, February 19, 2019 at 9:00AM, during which a walk down was conducted.

It was stated "only" vendors who were registered on MRSC Small Works Roster at the time of bid release are able to bid on requirement.

This Addendum is to distribute answers to questions that were received as noted below.

Scope of Work Reiteration:

The new scale load cells and other components should be more accessible and provide for better access and clearances for cleaning under the scale than the current design but not require modifications to the current scale house.

It was stated, the current scale configuration limits access to load cells to enable cleanout, which currently requires the scale to deck to be removed to enable access to load cell for clean-out.

Does the requirement include providing any scale structural support?

Scope of work was reiterated:
SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, permits, materials, tools, construction equipment (ie: crane(s)), transportation, supplies, organization and other items of work and cost necessary for the proper execution and completion providing new in-ground truck scale the work described as work described as Removal/ Demolition Of Current In-Ground Scale, and Installation of New In-Ground Truck Scale for the Spokane Solid Waste Disposal, Waste To Energy Facility (WTEF). This scope is intended to provide clarification and is NOT intended to be a complete listing of the contractor's responsibilities as it pertains providing new scale, and safe removal/demolition of current scale and install of new scale at the WTEF. The new scale load cells and other components should be more accessible and provide for better access and clearances for cleaning under the scale than the current design but not require modifications to the current scale house.

Are work hours still restricted during 7:30AM to 5:30PM?

Yes, as stated in scope of work:
Access to the number two in-ground residential scale, would be restricted from 7:30AM to 5:30PM regardless of the weekday, as two other residential scales as are in use during this this time frame, which prevents the residential ramp from being shut down.

Can above ground scale option be quoted?

Yes, provided

- **No modifications are required to the current scale houses**
- **Scale would be used for inbound "and" outbound traffic flow**

During walk down, opportunity was provided to enable measurement to be taken.

Attached Photo provided to show deck-sink of current scale.

Attached is a copy of the pre-bid sign-in sheet.

Rick Rinderle
Buyer

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Unitec Corp.
Company

Authorized Signature

WTE 19-006 Provide New In-Ground Truck Scale, Removal/ Demolition Of Current In-Ground Scale, and Installation of New In-Ground Truck Scale			February 19, 2019 9:00AM Pacific Local Time
Company Name	**Individual's Printed Name**	**Signature**	**Email address**
Dennis Cleavenger Const.	Dennis Cleavenger		dcleav@centurylink.net
Scales NW	Eric Perkins		EPerkins@ScalesNW.com
Clearwater Const.	Chris Hiter		chris@clearwaterconstruction.com
~~Unitec~~ Unitec Corp	Matt Friesz		Matt@unitecorp.com
City of Spokane	Chris Arevalo		CArevalo@spokanecity.org
City of Spokane	Rick Rinehart		RRinehart@spokanecity.org

UNITEC Corporation
Industrial Scales • Sales • Service

March 7, 2019

Mr. David Paine
City of Spokane
2900 South Geiger Blvd
Spokane, WA 99224

Re: 70' x 10' Centurion Low Profile replacement scale for residential scale #2 – for in ground installation

Dear David:

With reference to the above subject and our recent conversation, we are pleased to propose the following:

LOW PROFILE – FLAT TOP TRUCK SCALE

MODEL	Centurion - CT-7010-AT
CAPACITY	100 Tons
CONCENTRATED LOAD CAPACITY	100,000 lbs.
LOAD CELLS	(8) 75K load cells with Five Year Warranty.
PLATFORM SIZE	70' x 10' – arranged for concrete deck. Scale to be sized to fit in existing scale pit.
CLEARANCE UNDER SCALE	3.5"
WEIGHBRIDGE STEEL	Complete bill of fabricated steel, designed for concrete deck construction. All necessary main girders and proper cross member supports. Commercial blast prep with 2-part Epoxy base coat and 2-part UV resistant polyurethane top coat.
FOUNDATION STEEL	Use existing. Fitness of existing pit coping to be addressed separately from this proposal.
INDICATOR	One (1) Cardinal 210 Digital Indicator graduated 160,000 lbs. by 20 lb. increments, interfaced to loadout system. Includes 50 ft. load cell cable. Additional cable @ $1.75/ft.

The scales will include:

- Load cell cable to connect load cells to the digital indicator
- Load cells and junction boxes
- Interconnecting cables and hardware

To: City of Spokane – Spokane, WA
Date: March 7, 2019

INSTALLATION

Truck Scale
Installation and calibration to meet Weights and Measures Requirements. **Unitec to provide lifting equipment and all rigging. All conduit work, along with 110VAC conduit, wire and terminations are to be performed by a licensed electrician.**

Installation will include:
- Installation of the scales into contractor furnished foundations
- Calibration of scales upon completion.
- Obtain the "seal of certification" from the Dept. of Weights and Measures
- Instruction and Training of personnel in the operation of weighing systems
- Warranty as addressed in this document.
- Installation by Weights and Measures certified and licensed technicians.

Installation will exclude:
- High voltage wiring and items related, including conduit, wire, supply and install
- Union labor
- Performance bond

FOUNDATION AND 10' LEVEL CONCRETE APPROACHES

Customer to assume responsibility for overall fitness and stability of existing scale pit and ground under scale foundation, compaction of existing ground, and any settling. Unitec to remove existing scale – customer to clean pit prior to start of new foundation construction. Unitec to haul off and dispose of existing scale. Unitec to set new scale in place, level and anchor to existing foundation. See attached Truck Scale Foundation Construction Agreement.

- Labor and materials to form and pour concrete deck.
- Concrete supplied by Unitec.
- **Concrete pricing is subject to change without notice.**
- **All permits and engineering to be supplied by customer.**

Exclusions:
- Permits
- Utilities locate – disconnect
- Asbestos and hazardous materials
- Road building
- Erosion Control
- Street Cleaning
- Additional Insured Costs
- Oil/Fuel Tank Removal/Pumping
- Septic Tank Pumping
- Layout/Grade/Elevations

To: City of Spokane – Spokane, WA
Date: March 7, 2019

FREIGHT F.O.B. Phoenix, AZ
Freight to Spokane, WA. Customer responsible for unloading.

BID BASE PRICE: $84,790.00

OPTIONAL:

CENTER CLEANOUT To provide full length cleanout hatches down the center of the scale, for full length of scale, hatches approx. 12" wide, price: $4,750.00

STEEL DECK **Total project price is the same for either the concrete deck scale or the steel deck scale. We can discuss merits of each deck option, and customer can decide which deck option is preferred.** Customer can choose deck option

DIGITAL SCALE OPTION For digital load cells to replace analog load cells, including DD700 indicator. Digital load cells are submersible, rated IP 68/69 and increase the scale uptime due to water in the scale pit. They also include a 5 year parts, labor and travel warranty. $5,760.00

ABOVE GROUND SCALE For above ground scale installation of same scale, price includes removal of existing scale, fill with gravel and cap with concrete, cut concrete and form for new scale piers, new scale piers, 10' level approaches and 25' ramps at each end.
Foundation price:
Concrete deck: $58,120.00
Steel deck: $55,770.00

POWER REGULATION & SURGE VOLTAGE PROTECTION
SL Waber's voltage Regulators and Power Conditioners regulate undervoltage and overvoltage conditions to a specific, safe operating range. Along with voltage regulation, they provide surge protection and EMI/RFI filtration.
PRICE Included, no charge

LIGHTNING PROTECTION AND GROUNDING
Option A – Basic Plan
Includes transient voltage protectors on the load cell summing boards which help prevent large voltages from damaging load cells and digital indicator. Grounding of the weighing system includes the installation of a galvanized grounding rod adjacent to the scale and a grounding strap bridging the weighbridge to the rod. These measures have proven to be very effective in significantly reducing both the frequency and degree of damage caused by lightning. However, there is no absolute protection against direct lightning strikes.
PRICE Included, no charge

To: City of Spokane – Spokane, WA
Date: March 7, 2019

RUBBER "T" BELTING	To help keep mud and debris from accumulating under scale. 12" HD on ends, 6" t-grip in joints. Scale ends, middles: $580.00 6" T-grip for sides: $1,040.00
SPARE LOAD CELLS	Unitec recommends one spare load cell. Load cells are B-tek CPR-M (analog) / CPD-M (digital), 77K capacity, IP68/69 hermetically sealed housing, Stainless Steel load cells. Price shown is for one load cell, includes freight. Analog: $1,217.00 Digital: $1,348.00
EXTENDED WARRANTY	**5 YEAR: Standard parts warranty on scale and load cells is 5 years.** For 5 year parts, labor and travel warranty for standard scale (analog option), price: $2,500.00* *Note: if customer chooses digital scale option, the 5 year parts, labor and travel warranty is included in that cost. **10 YEAR:** For 10 year parts, labor and travel warranty, price: $5,000.00 **TOTAL OPTIONS: TBD** **TOTAL PRICE: TBD**
LIFTING EQUIPMENT REQUIREMENTS	Heaviest lift 10,000 lbs. Largest piece to be lifted 25' x 10'.
ELECTRICAL	All 110 VAC wiring and permits by others.
CONDUIT	By others. All conduit requirements for options chosen should be verified before installation.
DRAWINGS	Foundation drawings will be issued within approximately two weeks after order and down payment received.
SHIPPING WEIGHT	Approximately 35,000 lbs.
TAXES	Additional as required.

To: City of Spokane – Spokane, WA
Date: March 7, 2019

SHIPMENT	From factory approximately 13 to 15 weeks after placement of order. Schedule is subject to factory back log at receipt of order. Scale electronic components to be delivered at installation time. If installation is delayed, scale components will be shipped to customer for storage.
PROPOSAL VALIDITY	Valid for **30** days from date of proposal.
TERMS	35% down with order 55% at time of shipment from factory or 30 days from completion of manufacture, whichever is sooner. Balance net 30 days after completion of installation.

WARRANTY

90 Day Full Service Warranty

Unitec warrants to the original purchaser that it will repair or replace at its option any part of a new product which in Unitec's judgment is defective in material or workmanship for ninety (90) days from the date the installation is completed or six (6) months from the date of shipment, whichever occurs sooner. Such repairs or replacements shall be performed without charge during the normal weekday working hours and at Unitec's convenience.

NOTE: Emergency service available 24 hrs. per day, seven days a week.

12 Months Parts Replacement Warranty

Unitec will make available for replacement any part which in Unitec's judgment is defective in material or workmanship within twelve (12) months from the date the installation is completed or fifteen (15) months from the date of shipment, whichever is sooner.

Load Cell Warranty

Unitec warrants that all load cells will conform to current published specifications and be free of defects in workmanship and materials for a period of five years from date of shipment from the factory. Any item in question must be returned to the factory, shipping prepaid. After examination, the factory will determine if the warranty claim is valid and whether the item will be repaired or replaced.

Weighbridge Warranty

Unitec warrants, to the original purchaser, the truck scale weighbridge against faulty workmanship and defective materials for a period of (5) years from the date of original installation. This warranty covers the steel weighbridge structure only, and does not extend to electronic components, concrete quality or other items that make up the total scale system. If the steel structure fails to conform to this warranty, Unitec will repair or replace, at its option, the non-conforming member, subject to the conditions that a.) examination of weighbridge by Unitec representative confirms that the non-conformity actually exists, and was not caused by accident, misuse, neglect, alteration, improper installation, improper repair, or improper testing. Unitec will be the sole judge of all alleged non-conformities; b.) weighbridge has not been modified, altered or changed by any person other than Unitec or its duly authorized repair agent; c.) Unitec will have a reasonable time to repair or replace the defective equipment; d.) Unitec will not be liable for the cost of any repairs made by others. UNITEC IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. UNITEC AND BUYER AGREE

To: City of Spokane – Spokane, WA
Date: March 7, 2019

THAT UNITEC'S SOLE AND EXCLUSIVE LIABILITY HEREUNDER IS LIMITED TO REPAIR OR REPLACEMENT OF SUCH GOODS. IN ACCEPTING THIS WARRANTY, THE BUYER WAIVES ANY AND ALL OTHER CLAIMS TO WARRANTY.

NOTE: All warranties are contingent upon Unitec Corporation performing all service work during the first five (5) years after installation of weighing equipment.

Please note that the State Department of Weights and Measures requires straight approaches one half the length of the scale on each end, the first ten feet to be concrete and in the same plane as the platform.

Thank you, David, for your interest in our weighing equipment. If you have any questions, do not hesitate to contact me.

Best Regards,

Matt Friesen

ACCEPTED BY _____

TITLE _____

DATE _____

TRUCK SCALE FOUNDATION CONSTRUCTION AGREEMENT – 70' CENTURION

DESCRIPTION	ITEM	SELLER	BUYER	NONE
Check for underground utilities - if required	1		X	
Saw cutting asphalt or concrete for foundation and trenches	2			X
Excavation - Normal unobstructed soil – See drawings for details	3			X
Foundation piles – Number: Type:	4			X
Pile Driving	5			X
Pile caps - Number:	6			X
Corner Guard Pipes – Install IF ORDERED	7			X
Scoreboard Pole - Install IF ORDERED	8	X		
Basic Foundation per Specifications: NO SCALE PIT MODIFICATIONS	9			X
Concrete Supplied by: (FOR FOUNDATOIN, DECK & APPROACHES) IF CONCRETE DECK MODEL ORDERED	10	X		
Concrete Pumping if required	11	X		
Backfill with excavated earth, not compacted.	12			X
Backfill with stone, sand or gravel, compacted, as necessary	13			X
Disposal of excess dirt on jobsite	14			X
Removal of excess dirt to within 10 mi. of jobsite.	15			X
Contaminated Soil – removal, handling, disposal of contaminated soil - if required.	16			X
Installation of understructure and weighbridge	17	X		
Deck – Concrete: X Steel: X CUSTOMER TO CHOOSE DECK OPTION	18	X		
Load cell installation – Single: Multiple: X	19	X		
Trenching in normal soil for load cell conduit, drain pipe & AC conduit	20			X
Asphalt or Concrete Patching	21			X
Load cell conduit (less cable) - Feet: 30'	22		X	
Pull load cell cable - Feet: 30'	23	X		
Level Concrete approach slabs - Number and Length:	24			X
Compacted fill for 10' level approach each end .	25			X
Construction of approach ramps beyond 10'.	26			X
Wash slab - between piers: Type	27			X
115 Volt service for construction, sump pump or indicator & outside accessories	28		X	
Installation and calibration of indicator	29	X		
Sump pump - discharge piped thru pit wall (no electrical)	30		X	
Drain pipe installed connected to nearest drain	31		X	
Scale house & foundation - Size: Type:	32		X	
Union labor for construction	33			X
Building & Electrical permits - if required	34	X		
Soil Bearing Capacity Test IF REQUIRED	35		X	
Concrete test cylinders	36		X	
Foundation design by Engineer if required.	37		X	
Lifting Equipment (Type: Crane / Capacity: 50Ton) Provided By:	38	X		

SPECIAL PROVISIONS:

The SELLER shall not be responsible for damage to, or removal or relocation of underground obstructions such as boulders, old foundations, power, water, sewer, or gas lines, for abnormal soil conditions such as inadequate bearing capacity or high water table nor for removal and disposal of contaminated soil. Should any of the above conditions be encountered, the additional cost plus 20% will be paid by the BUYER.

Weights and Measures requires straight approaches one half the length of the scale on each end, the first ten (10) feet to be concrete and in the same plane as the platform.

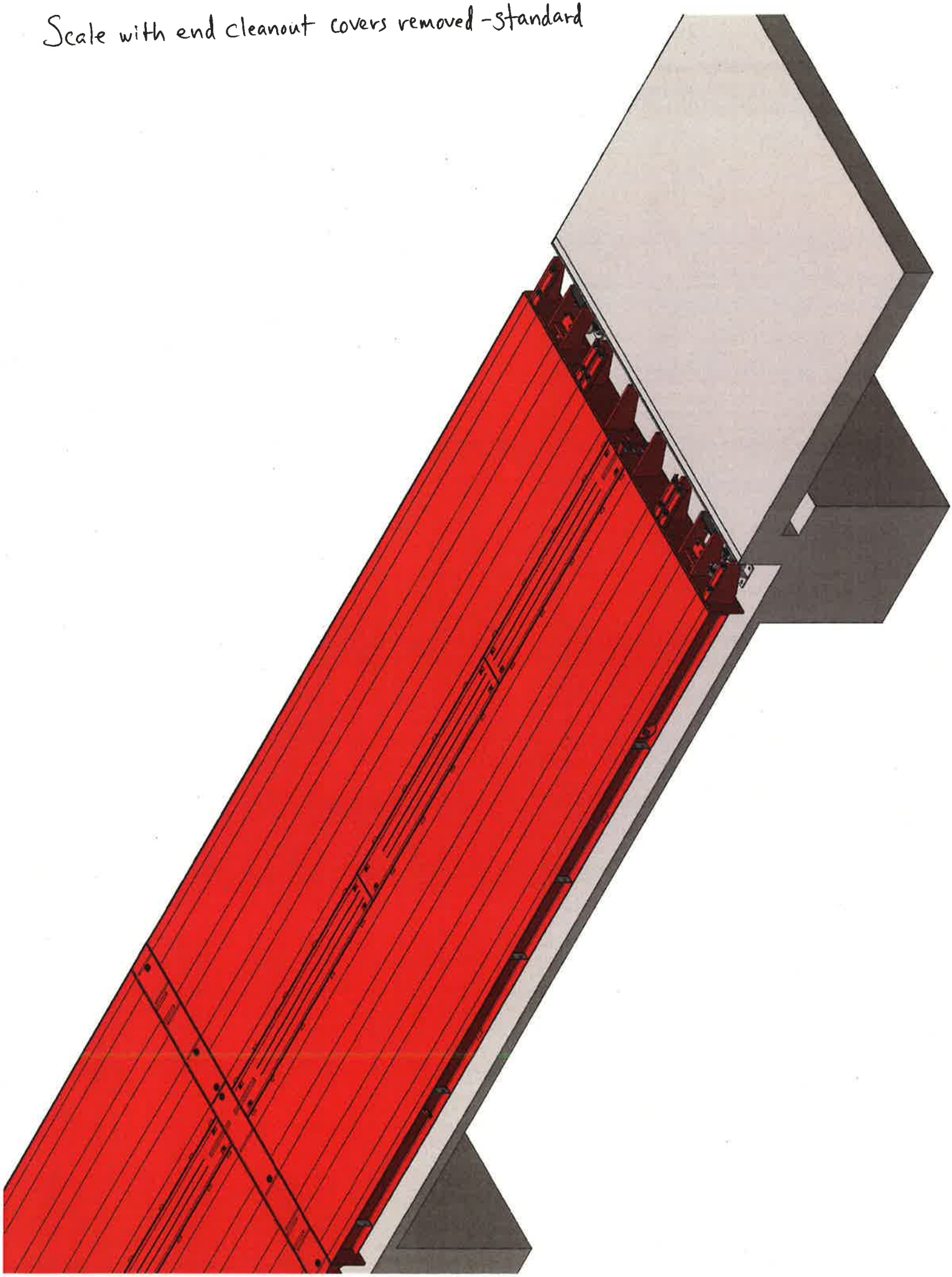
CONCRETE SPECIFICATIONS:

Foundation: All concrete compressive strength shall be 4,000 PSI at 28 days.

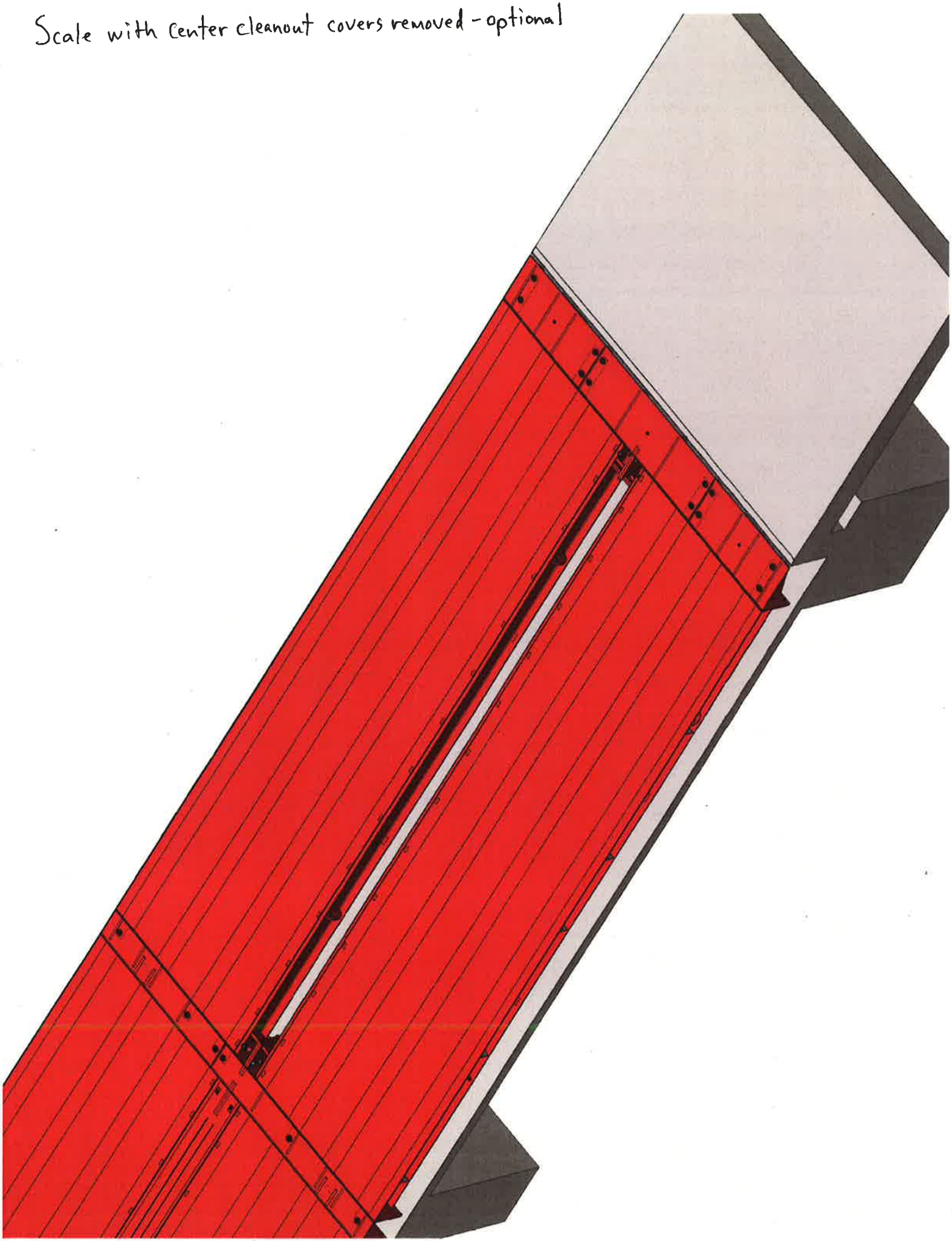
Deck: Concrete for site poured deck shall be f'c=5000psi (28 days), 6" max. slump, w/c=0.44max,air content +\- 5%, admixture per ASTM C260. Observe UBC requirements for hot or cold weather work.

ACCEPTED BY_____ DATE _____

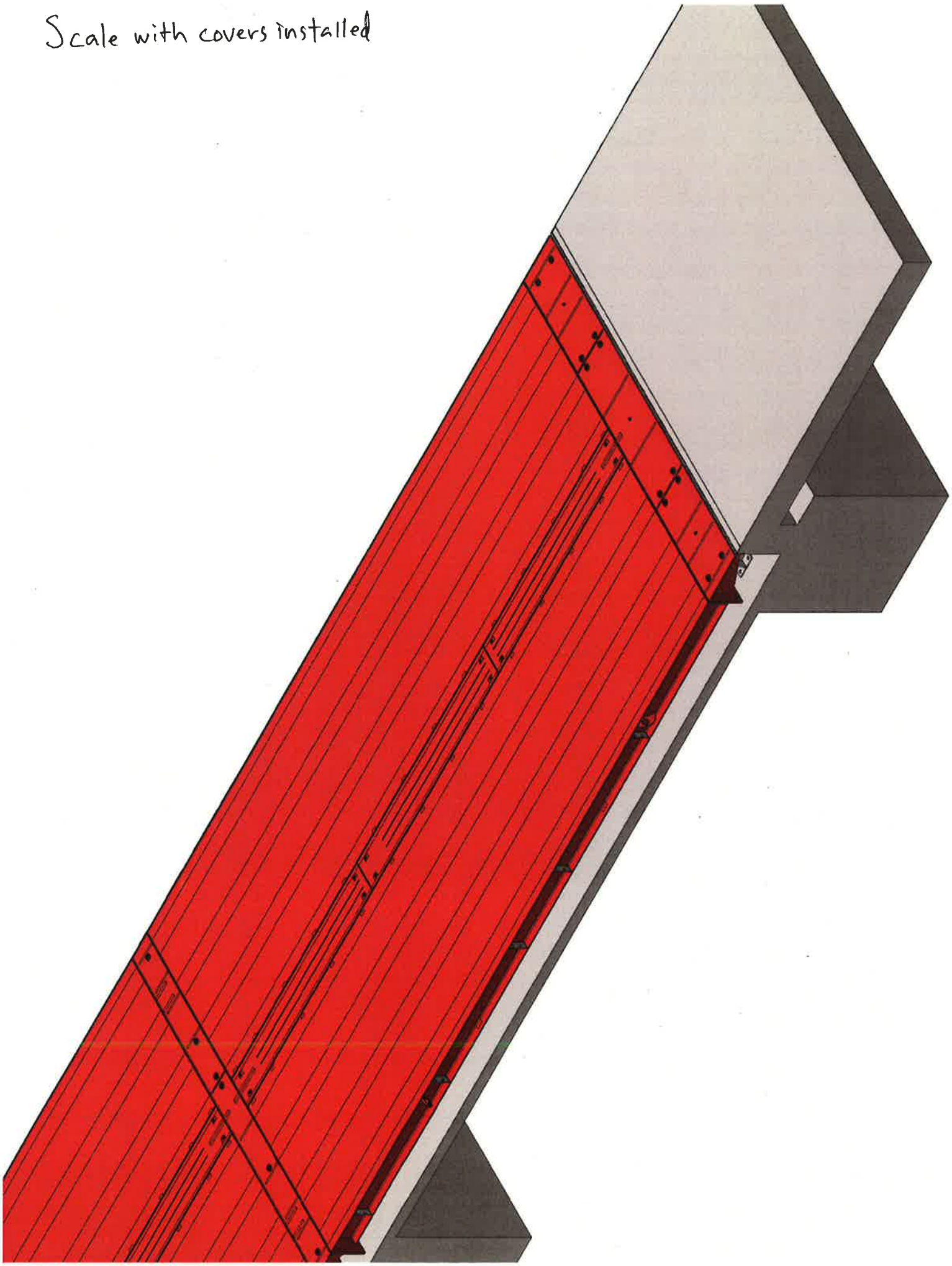
Scale with end cleanout covers removed -standard



Scale with center cleanout covers removed - optional



Scale with covers installed



BTEK SCALES LLC

BILANCIAI GROUP

CENTURION-AT

TRUCK SCALE

CUTTING-EDGE TECHNOLOGY

Over 95 years of combined manufacturing experience

CENTURION-AT TRUCK SCALE

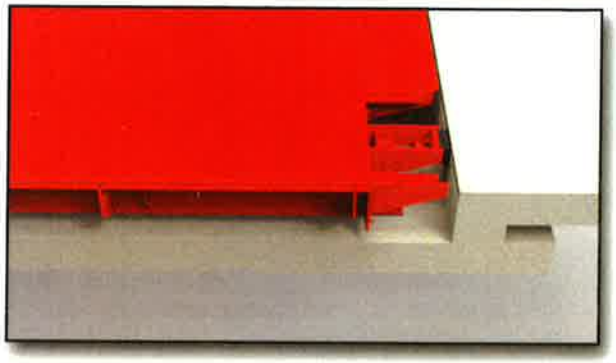
B-TEK's Centurion-AT Truck Scale is built from the ground up with cutting edge technology designed to provide unmatched reliability and accuracy. The Centurion-AT achieves this industry leading performance through the use of the B-TEK CPR-M Analog Load Cell, unique beam design, and advanced manufacturing practices. These features are designed to work together to stand up to the harshest environments.

CPR-M Analog Load Cell

The CPR-M is a robust analog load cell housed in a laser welded stainless steel housing. In addition to its protective exterior the CPR-M also uses a poly coated stainless steel sheath to protect the integral cable. This load cell design provides accurate weight measurements without the need for mechanical linkages.

Heavy Steel Beam Design

The Centurion's design focuses on strength and stability. Each module is constructed using structural steel I-Beams which provide superior support compared to competitor's weighbridges which are built using bent plate material. The Centurion's open beam design also allows for continuous airflow around the beams lowering the risk of rust or corrosion.



Full Access Cover Plates / End-Wall Clearance

The Centurion-AT's modular weighbridge features full-width sectional and center cover plates that make each load cell accessible for easy installation, calibration, and replacement, decreasing scale downtime.

The Centurion-AT's design positions the load cells 14" from the end-wall. This positioning prevents dirt, debris, or ice from interfering with the scale's operation.

Steel Preparation / Paint System

B-TEK's prepares all steel by cleaning to the SSPC-SP6 specification. The Centurion is first painted with a two-part epoxy primer (2-4 mil) followed by a two-part polyurethane paint (2-4 mil).

CHOOSE THE RIGHT TRUCK SCALE

When comparing other truck scales, make sure you choose the right one for your application. B-TEK Scales, LLC truck scale line is the right choice for you no matter which one you choose.

	Centurion-AT	Hybrid-AT	Endurance-AT
Capacity	270,000 lbs	270,000 lbs	200,000 lbs
CLC	100,000 -120,000 lbs	80,000 lbs	70,000 lbs
Width	10' - 14'	10' - 14'	11'
Length	12' - 140'	12' - 140'	70'
Deck Height	16"	16"	16"
Plate Thickness	3/8" Tread Plate	1/4" Tread Plate	1/4" Tread Plate
Weighbridge End Plates	3/4" x 12" Plate	3/4" x 12" Plate	3/4" x 12" Plate
End Wall - Load Cell Distance	14"	14"	6"
Structural Beams	10"	12"	12"
Load Cell Access	Large Top Access Cover Plates	Large Top Access Cover Plates	Large Top Access Cover Plates
Steel Beam Prep	Shot Blast Cleaned to SSPC-SP6	Shot Blast Cleaned to SSPC-SP6	Shot Blast Cleaned to SSPC-SP6
Paint System	Two-Part Epoxy Primer Polyurethane Top Coat	Two-Part Epoxy Primer Polyurethane Top Coat	Two-Part Epoxy Primer Polyurethane Top Coat
Load Cell Capacity / Type	77,000 lbs & 110,000 lbs / Analog CPR-M	77,000 lbs & 110,000 lbs / Analog CPR-M	77,000 lbs & 110,000 lbs / Analog CPR-M
Load Cell Material / Sealing / IP Rating	Stainless / Hermetically / IP68 / IP69	Stainless / Hermetically / IP68	Stainless / Hermetically / IP68
Load Cell Output	Analog - mV Output	Analog - mV Output	Analog - mV Output
Load Cell Cable	Removable / Polymer Coated / Stainless Steel Sheathed Cable	Integral / Polymer Coated / Stainless Steel Sheathed Cable	Integral / Polymer Coated / Stainless Steel Sheathed Cable
Load Cell Gathering Box	Fiberglass Reinforced NEMA 4X Protection	Fiberglass Reinforced Plastic NEMA 4X Protection	Fiberglass Reinforced Plastic NEMA 4X Protection
Gathering Card/ Summing Board	4-Cell Summing Boards with GDT Surge Protection Devices	4-Cell Summing Boards with GDT Surge Protection Devices	4-Cell Summing Boards with GDT Surge Protection Devices
Indicator	B-TEK Indicator (Optional)	B-TEK Indicator (Optional)	B-TEK Indicator (Optional)
Printer	TM-U295 Ticket Printer (Optional)	TM-U295 Ticket Printer (Optional)	TM-U295 Ticket Printer (Optional)
Ideal Traffic	**Heavy Traffic**	**Moderate Traffic**	**Light Traffic**
Warranty	**5-Year warranty covering weighbridge, J-BOX, and load cells.**	**5-Year warranty covering weighbridge, J-BOX, and load cells.**	**Customizable warranty options available covering items such as the weighbridge, J-BOX, and load cells.**

DECK OPTIONS

CONCRETE

The Centurion-AT's 8" concrete deck option improves traction in times of inclement weather.

GALVANIZED

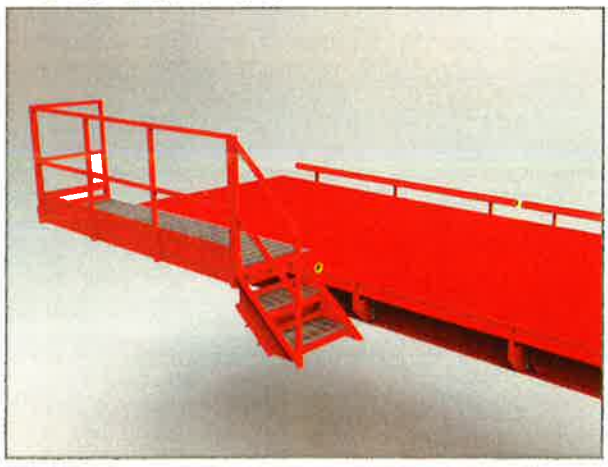
A hot dip galvanized finish weighbridge will stand up in the toughest conditions.

WARRANTY

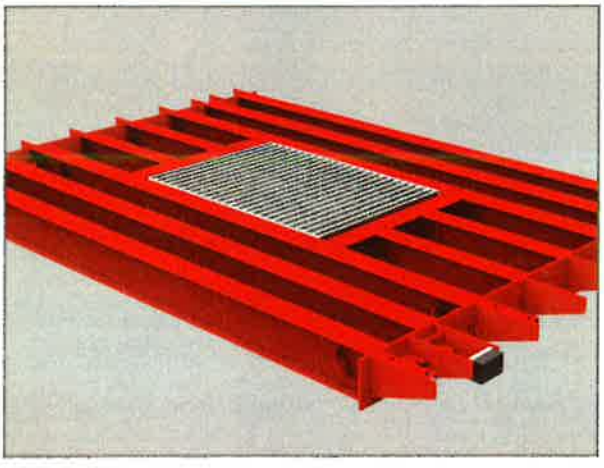
The Centurion-AT has an available industry leading 5-Year warranty covering the weighbridge, J-BOX, and load cells.

HARDWARE OPTIONS

CATWALK



GRAIN DUMP



RISERS

SYSTEM OPTIONS

DD Series

The DD Series terminals combine computer programming power and flexibility together with the measuring requirements of a weighing instrument.

Traffic Lights

B-TEK's traffic control packages are available in single or multiple light configurations.

Scoreboard

These high-intensity LED displays are designed to ensure proper visibility in any environment.

ScaleSoft.NET

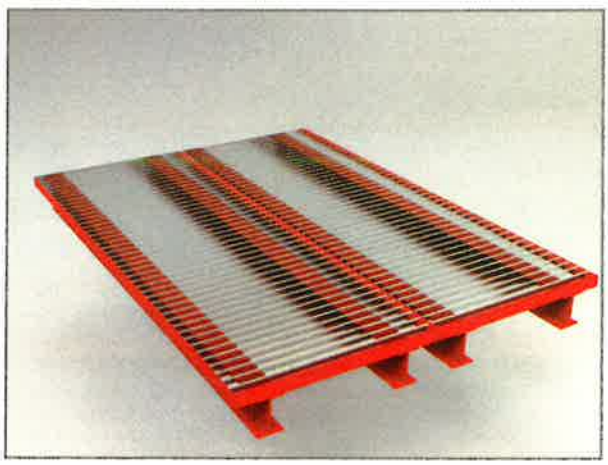
B-TEK's truck management software is fast, flexible and easy to use.

STEEL DECK

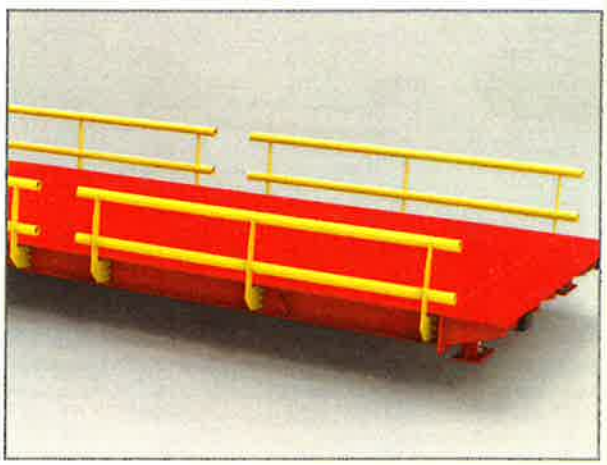
The Centurion-AT is the only truck scale on the market to come standard with a 3/8" steel deck plate.

*Shown with optional single pipe sight rail.

DRIP PITS



DOUBLE PIPE SIGHT RAIL



B-TEK SCALES LLC

BILANCIAI GROUP

UNMATCHED EXCELLENCE. B-TEK manufactures a full line of the longest lasting truck scales, rail scales, and floor scales on the market. B-TEK also manufactures industry leading industrial scales and weighing equipment for any application. Due to B-TEK's wide range of options and materials, we are a leading provider of high quality industrial scales.

EXPERIENCE. B-TEK Scales has a proud history that reaches back further than its 1994 inception. With multi-generational trade experience, the B-TEK team brings over 75 years of industry know-how to the table. This long-term knowledge of the weighing industry enables B-TEK Scales to focus on innovation and developing high quality solutions for our customers.

TECHNOLOGY. In 2003, B-TEK announced a joint venture with the Bilanciai Group of Modena, Italy, the largest truck scale manufacturer in the world. The Bilanciai Group's advanced manufacturing techniques, combined with B-TEK Scales' outstanding product lines, provides customers with the highest quality and longest lasting scales in the world.

EXTENSIVE PRODUCT LINE. B-TEK Scales offers an extensive line of truck scales spanning across all industry applications and sizes. As a comprehensive scale manufacturing company B-TEK Scales designs and builds solutions for a wide range of industries such as agricultural, logistics, industrial, steel, coal, waste, recycling, and aggregate. B-TEK Scales has the ability to manufacture standard and custom scales in full electronic digital, analog, and electro-mechanical configurations.

CUSTOMIZATION. B-TEK is proud to be known for its ability to manufacture high quality custom scale platforms. From non-standard sizes to retrofitted components, B-TEK's commitment to quality and service will deliver a product that fits seamless within our costumers' current configurations.

ADVANCED MANUFACTURING. Through the use of cutting edge manufacturing techniques the Centurion-AT continues to set the standard of quality within the truck scale industry. From B-TEK's plasma cutting table designed to hold aircraft quality tolerances to our steel cleaning and painting line, each and every operation is designed to build the most reliable truck scales on the market.

HIGH QUALITY CRAFTSMANSHIP. B-TEK's truck scales are assembled by highly skilled individuals who bring decades of experience to each operation. Combine these individuals with a culture dedicated to high quality and the result is a weighbridge constructed with a level of accuracy that cannot be matched.

B-TEK Scales, LLC • 1510 Metric Ave. SW Canton, OH 44706 • Toll Free: 800.266.8900 • Fax: 330.471.8909

WWW.B-TEK.COM

MADE IN U.S.A. PRODUCT

ISO

NTEP NATIONAL CONFERENCE ON WEIGHTS AND MEASURES

B-TEK Distributor

UNITEC Corporation

358 Upland Drive
Seattle, Washington 98188
Industrial Scales • Manufacturing • Sales • Service

First Class Mail

TO:

WTE 19-006
Provide New In-Ground Truck Scale, Removal/Demolition of Current In-Ground Scale and Installation of New In-Ground Truck Scale
Due March 11-2019 @ 9am PST
Proposer's Name: Unitec Corp

Matt Friesen
Unitec
(206)799-8935
- cell

RECEIVED
MAR - 8 2019
DMC @ 11:10 AM

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	3/6/2019
		Clerk's File #	OPR 2019-0292
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	RFP 4481-18
Agenda Item Type	Contract Item	Requisition #	SEE SBO
Agenda Item Name	5300 INCAPSULATE CRM REPLACEMENT		

Agenda Wording

Contract with Incapsulate, LLC for implementation, conversion, integration, training, and hosting services of the Customer Relationship Management (CRM) replacement. This is a 3yr contract with 2-1yr renewal options. May 1, 2019 - April 30, 2022.

Summary (Background)

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311 and the Mayor's Office. Our current Microsoft Dynamics version 2013 is outdated and restricting our ability to integrate with other products, such as our online chat system, requiring manual data entry of these chats into CRM by the agent. It is no longer supported beyond security updates, and those will end in 2020.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 402,455.00 inc tax	# 5310-73100-94000-56403
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	**Study Session**	Public Safety 4/8/2019
Division Director	FINCH, ERIC	**Other**	
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing	PRINCE, THEA	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Incapsulate - sbharadwaj@incapsulate.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

•Year one is $402,455.00 including tax •Year two is $106,548.30 including tax, and •Year three is $109,734.07 including tax.

Summary (Background)

There are also known memory leak issues (Dynamics is Internet-browser based) that are causing a significant reduction in productivity with our agents. As such, a Request for Proposal (#4481-18) was promulgated in September 2018 with the intent to upgrade or replace. A formal selection process was conducted resulting in a clear front-runner with a company called Incapsulate whom utilizes the industry CRM leader product Salesforce. Funding will be through the software replacement fund.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List	
IT - smccarrey@spokanecity.org	
My Spokane - ccortright@spokanecity.org	

Washington State Department of Revenue

Services Business Lookup INCAPSULATE, LLC

License Information: New search Back to results

Entity name: INCAPSULATE, LLC

Business name: INCAPSULATE, LLC

Entity type: Limited Liability Company

UBI #: 604-407-883

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1620 L ST NW
STE 300D
WASHINGTON DC 20036-5653 USA

Mailing address: 1620 L ST NW
STE 300D
WASHINGTON DC 20036-5653 USA

Excise tax and reseller permit status: Click Here

Secretary of State status: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Mar-31-2020	Mar-19-2019

Governing People ***May include governing people not registered with Secretary of State***

Governing people	Title
BATISH, SONALI	Member

The Business Lookup information is updated nightly. Search date and time: 4/2/2019 2:55:55 PM

Working together to fund Washington's future

INCAPSU-01 BCANBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Howard Insurance Agency, Inc. 6900 Wisconsin Ave Fifth Floor Chevy Chase, MD 20815	PHONE (A/C, No, Ext): (301) 652-2500	FAX (A/C, No): (301) 652-2530
	E-MAIL ADDRESS: INFO@HOWARD-INSURANCE.COM	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Incapsulate, LLC 1620 L St. NW, 3rd Floor Suite D Washington, DC 20036	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : National Fire Insuance Company of Hartford	20478
	INSURER C : Continental Casualty Company	20443
	INSURER D : American Casualty Company of Reading, Pennsylvania	20427
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		B 6021752270	12/31/2018	12/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			B 6021752186	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			B 6045362792	12/31/2018	12/31/2019	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 6 21753399	12/31/2018	12/31/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab.			B 6021752270	12/31/2018	12/31/2019	Ea Claim	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Spokane is Additional Inssured under General Liability coverage in regards to work performed by Named Insured. **Additional Insured status is contingent upon written agreement between Additional Insured and Named Insured requiring such status.

CERTIFICATE HOLDER

City of Spokane
(Attn: IT Admin)
808 W. Spokane Falls Blvd
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Briefing Paper
Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Customer Relationship Management (CRM) Replacement
Date:	April 8, 2019
Author (email & phone):	Peggy Lund, klund@spokanecity.org, 625-6954
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Carly Cortright
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	My Spokane – CRM Replacement Project Utilizing Budget Account #5310 73100 94000 56403
Strategic Initiative:	Sustainable Resources
Deadline:	Start Date of May 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	CRM implementation project

Background/History:

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311 and the Mayor's Office. Our current Microsoft Dynamics version 2013 is outdated and restricting our ability to integrate with other products, such as our online chat system, requiring manual data entry of these chats into CRM by the agent. It is no longer supported beyond security updates, and those will end in 2020. There are also known memory leak issues (Dynamics is Internet-browser based) that are causing a significant reduction in productivity with our agents. Finally, the ability to expand this citizen engagement tool to other departments and the Council have been limited. As such, a Request for Proposal (#4481-18) was promulgated in September 2018 with the intent to upgrade or replace. A formal selection process was conducted resulting in a clear front-runner with a company called Incapsulate whom utilizes the industry CRM leader product Salesforce. Funding will be through the software replacement fund.

The new CRM will:

- Provide increased efficiency for agents with integrated omni-channel design (phone, email, and chat all in one window)
- Improved mapping for consistency in address entry and later analysis and reporting
- Advanced duplicate detection to reduce re-work
- Integration with Accela and future UIS to reduce data entry time and using multiple windows
- Usable knowledge base – will reduce training time and improve staff retention
- Improved customer engagement tools, including:
    - a better web portal with ability to sign up for preferred notification method,
    - a mobile application with push notifications,
    - ability to expand use to other departments and City Council,
    - access to public knowledge base, and
    - ability to track own reporting as well as other complaints across City of Spokane
- Hosted solution to address citizen engagement continuity of operations during emergencies.

Executive Summary:

- Contract with Incapsulate for implementation of City's new CRM system.
- Requesting $402,455.00 including tax for implementation, conversion, integration, training and subscription services for Incapsulate.
- Requesting $69,748.16 for Salesforce Licenses and hosting services.
- Requesting $76,000 for Project Management.
- Total project costs are $548,203.16.
- Approval of SBO moving funds from 5310 Software Replacement Fund
- Project implementation duration is five months and cost includes annual software services from 5/1/2019 through 4/30/2020.

Budget Impact:

Approved in current year budget? ☐ Yes ■ No

Annual/Reoccurring expenditure? ■ Yes ☐ No

If new, specify funding source: 5310 IT Unappropriated Reserves

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

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ■ No

Specify changes required:

Known challenges/barriers:

City Clerk's No. _____

City of Spokane

CONTRACT

Title: **CUSTOMER RELATIONSHIP MANAGEMENT REPLACEMENT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **INCAPSULATE, LLC**, whose address is 1620 L Street, 3rd Floor, Suite D, Washington, DC 20036, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Company was selected through RFP No. 4481.18.

The parties agree as follows:

1. PERFORMANCE. The Company shall provide **Implementation, Conversion, Integration, Training and Subscription Services for a new Customer Relationship Management System,** in accordance with Company's Subscription Agreement, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.

2. CONTRACT TERM. The Contract shall begin May 1, 2019 and run through April 30, 2022, unless terminated sooner. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed two additional one year renewals.

3. COMPENSATION. The City shall pay the Company a maximum amount not to exceed **SIX HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED THIRTY SEVEN AND 37/100 DOLLARS ($618,737.37)**, including tax for everything furnished and done under this Contract payable as follows:

- Year one is $402,455.00 including tax,
- Year two is $106,548.30 including tax, and
- Year three is $109,734.07 including tax.

4. PAYMENT. The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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 the 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.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

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

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 Contractor's services to be provided under this contract;

   i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of $1,000,000, in order to meet the insurance coverages required 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 sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. 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) and/or property damage which arise from the

Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence 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 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 agreement.

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

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. 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 http://bls.dor.wa.gov or 1-800-451-7985 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.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event

of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

19. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

INCAPSULATE, LLC	**CITY OF SPOKANE**
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment
Exhibit B – Subscription Agreement
Exhibit C – Statement of Work

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Exhibit B
Subscription Agreement

This Subscription Agreement (the **"Agreement"**), is effective as of April 1, 2019 and is by and between the City of Spokane, WA ("Client") and Incapsulate LLC ("Incapsulate"), a Delaware limited liability company.

1. Definitions.

   A. **"Claims"** or **"Claim"** means, collectively, lawsuits, actions, complaints, claims, assertions of liability (whether oral or written), losses, damages, liabilities, awards, costs and expenses.

   B. **"Confidential Information"** is defined in section 11.B of this Agreement.

   C. **"Days"** means calendar days, not business days, unless expressly stated otherwise.

   D. **"Intellectual Property"** means all intellectual property rights without limitation including patentable inventions, copyrights, trade secrets, trademarks, service marks, certification marks, know-how, and domain name rights. Intellectual Property also includes all patents and patent applications, and the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof.

   E. **"Party"** means one of the parties to the Agreement. **"Parties"** means both parties to the Agreement: Subscriber and Incapsulate.

   F. **"Software"** means Incapsulate's 311 Capsules which shall operate on the Subscriber's implementation of Salesforce in its 311 systems. Specific Capsules licensed by the Client, License term and financial terms are specified in Appendix A. The Software is installed in Client's Salesforce environment, as Managed Packages.

   G. **"Subscriber"** means the City of Spokane, WA.

   H. **"Subscriber Data"** means all electronic data or information submitted by Subscriber as part of Subscriber's use of the Software.

   I. **"Subscription"** means the license as purchased to use the Software.

   J. **"Subscription Term"** means the term of the Subscription purchased by Subscriber. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription is for one year and shall automatically renew annually upon the date of the purchase of the Subscription by Subscriber. Thirty days prior to each renewal, Subscriber agrees to pay for the next annual Subscription. Each annual subscription shall be at a cost of no more than seven percent greater than the prior year's Subscription amount.

2. Terms of Usage.

   A. Provision of Software. Incapsulate shall make the Software available to Subscriber pursuant to this Agreement for the duration of the Subscription Term. This Agreement is not contingent on including future

functionality or features with the Software and is not entered into in reliance on any promise or representation by Incapsulate or its agents concerning any future functionality or features of the Software.

B. License. Incapsulate grants to Subscriber a non-transferable, non-exclusive license, subject to the Terms of this Agreement, for the Subscription Term, to use the Software. Under no circumstances shall Subscriber be entitled to receive the source code to the Software, even if in case of a breach by Incapsulate. This License is limited; no other uses of the Software are implied.

C. Limitations on License.

(1) Subscriber may not sublicense or rent the Software to others.

(2) Subscriber may use the Software only in connection with providing its 311-related services.

(3) Subscriber may not use the Software to provide consulting services to third parties.

(4) Subscriber may not decompile, reverse engineer, disassemble, transfer, distribute, resell, assign, sublicense, commercially exploit, or otherwise use the Software to create any derivative works.

(5) Subscriber may not use any network monitoring or discovery software to determine the architecture of the Software.

(6) Subscriber may not use any robot, spider, or other automatic software or device, or manual process to monitor or copy the Software.

(7) Subscriber may not use any aspect of the Software to create similar software or services.

(8) Subscriber may not interfere with or disrupt the integrity or performance of the Software.

(9) The Parties agree that the Agreement constitutes a License, not a sale, of the Software. Any attempt by Subscriber to transfer the license in the Software, except as expressly permitted in writing by Incapsulate, shall result in immediate termination of the Subscription.

D. Violation of the License. Should Subscriber violate the License (e.g., violate any prohibition contained in section 2.E of this Agreement) and not cure that violation within the time provided herein, and should Incapsulate undertake litigation against Subscriber to protect Incapsulate's interests, Incapsulate shall be entitled to recover its reasonable attorneys' fees and costs.

3. Intellectual Property Ownership. The Software shall remain the exclusive Intellectual Property of Incapsulate. Subscriber does not acquire any ownership in the Software because of this Agreement. Subscriber acknowledges, shall not challenge, and shall not voluntarily aid any third party in challenging Incapsulate's Intellectual Property of the Software. Per the License, Subscriber can only use the Software to City of Spokane customer relationship management services but cannot reassign, transfer, or resell outside.

4. Use by Subscriber's Contractors. Subscriber's contractors may exercise on Subscriber's behalf Subscriber's entire license rights to the Software, provided that (i) the entire use of the Software by Subscriber's employees and contractors remains within the parameters stated in the Agreement, (ii) those contractors agree to not further disclose, transfer or allow access to the Software to third parties, (iii) such contractor usage is solely for Subscriber's purposes, and (iv) the contractors abide by the limitations in section 12.B of this Agreement ("Confidentiality"). Subscriber shall be liable for any breach of this Agreement by its contractors.

5. Subscriber Responsibilities.

A. Subscriber's Computer Environment. Subscriber is solely responsible for the quality and maintenance of the computing environment from which it will access the Software.

B. Salesforce. Subscriber is responsible for licensing Salesforce software sufficient to interface with the Capsules and with the same number of seats as required under the License. At Subscriber's request, Incapsulate will assist in the procurement of the appropriate Salesforce license.

C. Internet Browser Compatibility. Incapsulate shall ensure that the Software is usable with Internet browsers that are compatible with Salesforce.

D. File Conversion. Incapsulate is not responsible for converting Subscriber's data files for use with the Software.

E. Data. Subscriber is solely responsible for the accuracy, completeness, and integrity of all data that it submits to or derives from the Software.

6. Incapsulate Responsibilities: Capsule Updates and Issue Reporting. The Capsule will be updated as required to ensure compliance with Salesforce Seasonal releases. This is anticipated to entail up to three (3) Capsule releases per year, (usually Spring, Summer and Winter to align with the Salesforce Seasonal releases) but may vary according to the Salesforce Seasonal release schedule. New Capsule releases shall be made available to the Subscriber on a mutually agreed schedule. The following apply to Capsule updates:

1. The Subscriber is responsible for applying the Capsule updates to the Subscriber's Salesforce Org and performing any related activities (e.g., installation, associated User Acceptance Testing, configuration, training) notwithstanding the existence of a separate support (i.e., Managed Services) agreement with Incapsulate
2. Incapsulate will provide defect resolution support, limited to defects within the Capsule itself, as below (See Capsule Defect Resolution)
3. Incapsulate can provide consulting, upgrade and training at additional cost on either a T&M basis (preferred) or Fixed Price basis. Such services are offered on a case-by-case basis through individual SOWs or on a recurring basis via the Incapsulate Managed Services offering (which requires a separate agreement)

B. Capsule Defect Resolution. Incapsulate will provide defect resolution support for functionality of Capsules not working as designed. Defects resulting for any other issues (e.g., improper configuration of the Capsule, Subscriber custom development) are not covered under this agreement.

a. Defects will be classified (and responded to) according to the following severity levels:

Severity Level (Title)	Description	Response / Resolution Approach Service Level Agreement (SLA)
Level 1 (Significant)	Causes failure of the system resulting in the inability to perform essential, customer-focused tasks (service request intake, service request routing, and/or service request closure) and/or unrecoverable loss of critical data (e.g., service request details or critical customer information). No workarounds exist.	● Initial response with preliminary estimate and plan to resolve within 4 hours (Incapsulate business days 9AM-5PM EST) of Incapsulate's receipt of the defect. ● Daily status updates to impacted Subscribers ● Capsule Patch Release issued once an issue resolved.
Level 2 (Moderate)	Results in reduced functionality essential for successful operations. A work around exists but its sustained use is unsatisfactory.	● Initial response within 24 hours ● Depending on specific nature of the issue, either: ○ Capsule Patch Release issued as soon as issue resolved ○ Issue resolved in next scheduled (e.g., Seasonal) Capsule release
Level 3 (Minor)	Results in reduced functionality for non-critical aspects of the system. A work around exists.	● Initial response within 48 hours ● Issue resolved in next scheduled (e.g., Seasonal) Capsule release

Subscribers shall be able to submit tickets electronically (via email) at anytime. Incapsulate will provide a phone number for submission of Severity Level 1 tickets between the hours of 9AM - 5PM (Pacific Time) on Incapsulate's business days.

7. Incapsulate's Warranties and Covenants, Remedies and Disclaimer.

A. Availability. Availability of the Software is subject to the availability of the Salesforce environment. Subscriber expressly acknowledges and understands that there will be with exceptions to Availability for commercially reasonable downtime in line with other commercial software services for business functions, including such commercially reasonable downtime due to maintenance and, for repair, or updates whether scheduled or otherwise occasional technical difficulties.

B. Subscriber Data Security Warranty. Incapsulate shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Subscriber Data. Incapsulate shall not (i) modify Subscriber Data, (ii) disclose Subscriber Data except as compelled by law in accordance with a **"Compelled Disclosure"** (as set forth below) or as expressly permitted in writing by Subscriber or by this Agreement, or (iii) access Subscriber Data except to provide the Software or prevent

or address service or technical problems, or at Subscriber's request. (The foregoing is the **"Subscriber Data Security Warranty."**) Nevertheless, despite the foregoing, should there occur a breach in the security of Subscriber Data (a **"Subscriber Data Security Breach"**), such as but not limited to disclosure by Incapsulate of Subscriber Data to an unauthorized third party or Incapsulate permitting an unauthorized third party to have access to Subscriber Data, then Incapsulate's sole notice obligation shall be to give notice to Subscriber of that data security breach. It shall be Subscriber's sole responsibility (and not Incapsulate's responsibility) to give notice of the Subscriber Data Security Breach to any other person or party as required by applicable law or as may be prudent for legal or business reasons. Incapsulate shall have no other responsibility or liability for a Subscriber Data Security Breach than otherwise set forth herein including, but not limited to, any security breach involving or resulting from Subscriber's use of Salesforce.

C. Remedy for Breach: Should Incapsulate breach the Subscriber Data Security Warranty, Subscriber's sole remedy shall be for Incapsulate to repair the Software by restoring them to the standard of the applicable warranty.

D. Warranty Disclaimer. Incapsulate provides only the covenants and warranties stated expressly in this Agreement. INCAPSULATE MAKES NO OTHER COVENANTS OR WARRANTIES AS TO THE SOFTWARE, AND IT DISCLAIMS EACH OF THE FOLLOWING WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW: (i) IMPLIED WARRANTY OF MERCHANTABILITY; (ii) IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INCAPSULATE HAS BEEN ADVISED OF SUCH PURPOSE; (iii) IMPLIED WARRANTY OF NON-INFRINGEMENT, NON-MISAPPROPRIATION, AND NON-INTERFERENCE; (iv) IMPLIED WARRANTY OF ACCURACY; AND (v) IMPLIED WARRANTY OF SYSTEM INTEGRATION. Subscriber agrees that no representations, warranties or covenants have been made regarding the Software other than those in this Agreement.

8. Audit. Incapsulate may audit the business records and computer systems of Subscriber to ascertain whether Subscriber's use of the Software has been and is within the scope of the Subscription granted to Subscriber, including but not limited to compliance with: (i) the limitation of usage to the designated Subscriber; and (ii) the confidentiality, trade secret, and non-circumvention obligations set forth in this Agreement. Incapsulate shall provide Subscriber at least 30 days' notice prior to an audit. Incapsulate may use contracted professionals to assist in the audit or to conduct it on behalf of Incapsulate, such as accountants and computer technicians. Incapsulate shall be responsible to Subscriber for ensuring that any such contracted professionals maintain the confidentiality of Subscriber's Confidential Information. Subscriber shall cooperate in any such audit by making relevant business records and computer systems available to Incapsulate and organized for review. Subscriber shall not destroy evidence of the extent of its use of the Software between the time of receipt of notice of an audit and the completion of the conduct of the audit; doing so shall create a presumption that Subscriber was willfully using the Software in excess of its license rights. Incapsulate may not audit more than once per calendar year unless a past audit by Incapsulate has demonstrated that the Subscriber was using the Software in violation the terms of this Agreement. If Incapsulate's audit does not uncover any violation of the terms of this Agreement, then each Party shall bear all of its own costs associated with the audit. If Incapsulate's audit reveals usage of the Software in violation of the terms of this Agreement, then the Subscriber shall pay to Incapsulate all of Incapsulate's out-of-pocket costs associated with the audit plus Incapsulate's then-current list-price for any unlicensed usage of the Software, i.e., the price that Incapsulate charges to a subscriber who does not presently have a Subscription to the Software and who is not entitled to any discounts. Subscriber shall pay such sums within 30 days of written notice of the audit results from Incapsulate, and Subscriber shall pay interest at a rate of 1.5 percent per month on any sum not paid within such 30 days. Should Incapsulate deem it necessary to utilize legal services to collect the sum

due from Subscriber, Incapsulate shall be entitled to collect its reasonable attorneys' fees and costs from Subscriber, including both legal fees spent before and after the filing of suit. Incapsulate's rights and remedies stated in this section do not limit the other causes of action and remedies that Incapsulate may have under the Agreement or applicable law.

9. Limitation on Liability.

   A. FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST BUSINESS, LOST PROFITS, INTERRUPTED OPERATIONS, OR LOST OR DAMAGED DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INCAPSULATE'S ENTIRE LIABILITY TO SUBSCRIBER FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO INCAPSULATE UNDER THIS AGREEMENT.

   B. THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, EXCLUSIVITY OF REMEDIES, AND OTHER LIMITATIONS IN THIS AGREEMENT ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES (WITHOUT WHICH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD NOT OCCUR) AND WILL APPLY EVEN IF A REMEDY, WARRANTY, OR COVENANT FAILS IN ITS ESSENTIAL PURPOSE.

10. Marking and Usage of Data

   A. Markings. Subscriber shall not remove, obscure or alter any Intellectual Property marking, confidentiality marking, or legal notice included with or otherwise relevant to any aspect of the Software. Subscriber shall not permit others to do so.

   B. License to Use Feedback. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into the Software any feedback, suggestions, requests, or recommendations relating to the Software.

   C. Usage Data. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into its own support offering, product development, operational plans, and sales or marketing materials, any anonymous usage data acquired from Subscriber's use of the Software.

   D. Use of Name. Subscriber expressly agrees that Incapsulate may make references to Subscriber and Subscriber's URL and may use Subscriber's name, trademark, and logo for the limited purpose of publishing it in Incapsulate's current list of subscribers. Incapsulate may also respond to any inquiry regarding whether Subscriber is a licensee and user of the Software.

11. Term and Termination; Renewal. The Agreement will remain in effect for the Subscription Term unless terminated earlier by a Party for a reason stated below.

A. Term. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription Term is for one year measured from the date of this Subscription Agreement.

B. Automatic Subscription Renewal. The Subscription shall automatically renew after each Subscription Term for an additional year unless the Subscriber notifies Incapsulate at least 30 days before the end of the Subscription Term that it chooses not to have the Subscription renew.

C. This Agreement may be terminated as follows:

(1) by either Party, upon Notice, if the other Party is in material breach of any of its obligations and the breach is not capable of being cured;

(2) by Subscriber providing notice of non-renewal at least 30 days prior to the end of any Subscription Term;

(3) by Incapsulate providing notice of non-renewal at least 30 days prior to the end of any Subscription Term; and

(4) Immediately by Incapsulate after providing Subscriber notice that it is in violation of this Agreement and Subscriber fails to cure such violation within 15 days of the date of such notice of violation.

D. Termination. Within five days of the effective date of termination, Subscriber will certify in writing to Incapsulate that Subscriber has ceased any and all use of the Software. Should Subscriber fail to so certify within those five days after termination, Subscriber agrees that it shall be liable for a Subscription fee in an amount of one month pro-rated to the annual fee.

E. Termination of this Agreement shall not bar either Party from pursuing any cause of action or remedy it may have available against the other Party for breach of the Agreement.

12. General Terms.

A. Assignment. Incapsulate may assign the Agreement to a successor to its business or purchaser of a majority of controlling interest. This Agreement may not be assigned by Subscriber.

B. Confidentiality.

(1) **"Confidential Information"** means, collectively: (a) the trade secrets of a Discloser; (b) information that Discloser has kept confidential; (c) information that Discloser is obligated to keep confidential to some extent by law; and (d) information that a third party has provided to Discloser under an obligation of confidentiality.

(2) Confidential Information of Subscriber. The Subscriber Data is the Confidential Information of Subscriber.

(3) **"Recipient"** means the Party receiving Confidential Information.

(4) **"Discloser"** means the Party that discloses, transmits or allows access to Confidential Information to Recipient.

(5) Marking. The Subscriber Data are Confidential Information and do not need to be marked as such to have such status. For any other information to have Confidential Information status, Discloser must mark it conspicuously as "Confidential Information" or with other words that convey the same meaning, unless federal, state or local law makes that type of information confidential (e.g., "protected health information" under HIPAA).

(6) Exclusions from Confidential Information. Confidential Information shall not include information that: (a) constitutes general skills and experience gained under this Agreement; (b) is already known by Recipient at the time of disclosure as established through written evidence pre-dating this agreement; (c) is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of Recipient; (d) is required to be disclosed by governmental or judicial order; (e) is rightfully acquired by Recipient from a third party who is not in breach of an agreement to keep such information confidential; or (f) is developed by personnel of Recipient independently of, and without access or exposure to, the Confidential Information.

(7) Confidentiality Obligation. Except as otherwise provided herein, Recipient shall not disclose Confidential Information, allow access to it or transfer it to third parties, or use it for any reasons other than performing this Agreement or exercising the license rights granted to it under this Agreement. Recipient shall make best efforts to protect the confidentiality of Confidential Information, and shall protect it at least as carefully as it protects its own sensitive confidential information. If a Recipient believes that there has been an unauthorized disclosure, access, transfer, or use of Confidential Information, it shall notify Discloser as soon as possible.

(8) Compelled Disclosure. The Recipient may disclose Confidential Information of the Disclosure if it is compelled by law to do so, provided that the Recipient gives the Disclosure prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Disclosure wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Discloser's Confidential Information as part of a legal proceeding (except for litigation initiated by one Party against the other Party), the Disclosure shall reimburse the Recipient for its attorneys' fees and costs incurred and for Recipient's reasonable cost of compiling and providing secure access to such Confidential Information.

(9) Contractors. Recipient may disclose Confidential Information to its contractors provided that such contractors adhere to rules stated in this section, and such contractors use the Confidential Information solely to perform Recipient's obligations under this Agreement. A Recipient who discloses Confidential Information to a contractor shall be liable for the contractor's handling of the Confidential Information as if the contractor were an employee of Recipient. Under no circumstances may a Recipient disclose Confidential Information to a competitor of the Disclosure.

(10) Term of Confidentiality. The confidentiality obligations under this Agreement shall survive with respect to Confidential Information until such information is excluded from the definition of Confidential Information.

C. Taxes. Subscriber shall be solely liable for any taxes resulting from this Agreement or any activities hereunder (exclusive of taxes on Incapsulate's gross and/or net income), even if Incapsulate does not collect the tax from the Subscriber. Any taxes for which Subscriber is liable shall not reduce the amount due to Incapsulate under this Agreement. If either Party determines that a tax will be imposed for which Subscriber is responsible under this Agreement, Incapsulate may require Subscriber to prepay the tax to Incapsulate or the taxing authority, as appropriate, before Incapsulate continues its performance under this Agreement. If Subscriber claims exemption from any taxes, at Incapsulate's request, Subscriber shall provide Incapsulate with documentation sufficient to support tax exemption. Subscriber shall indemnify, hold harmless and defend Incapsulate from any claim asserted by a taxing authority arising from or related to taxes owed (exclusive of taxes on Incapsulate's gross and/or net income) or purported tax exemptions, including all penalties and interest.

D. Agreement Modification or Replacement. The Parties may agree to amend or replace this Agreement at any time in the future, including at the time of any renewal of Subscriber's Subscription to the Software. Any such agreement must be in writing and executed by both parties. This Agreement shall not be supplemented or modified by Subscriber's boilerplate contracting documents, including purchase orders, work orders, order acknowledgments, and shipping documents. The boilerplate terms in such documents shall have no contractual effect unless Incapsulate agrees to them expressly and in writing.

E. Disputes.

(1) Resolving Disputes. This Agreement and the Parties' relationship shall be governed by and construed under the laws of the State of Delaware and applicable federal law, and Delaware's choice of law rules shall not change this governing law. Any litigation between the Parties shall occur only in the state courts for the State of Delaware, or the federal courts in the U.S. District Court for the District of Delaware. Subscriber consents to such personal jurisdiction and irrevocably stipulates that, by entering into this Agreement, such courts have personal jurisdiction over the Subscriber for all claims arising from or related to this Agreement or its subject matter.

F. Limitation on Time to Assert a Claim. Each party shall assert any claim against the other party arising from or related to the Software within two years of the accrual of the claim. A counterclaim is not barred if the claim filed by the other party is timely under this section. Otherwise, all claims not made within the time provided by this section are waived and barred.

G. Notices. Any notice to Incapsulate shall be directed to this contact and address:

Sonali Bharadwaj
Chief Financial Officer
Incapsulate, LLC
1620 L Street – 3rd Floor, Suite D
Washington, DC 20036

sbharadwaj@incapsulate.com

Any notices to Subscriber shall be directed to this contact and address:

_____

_____

_____

_____

Each Party may change its address by the means provided herein for giving Notice. Any Notices sent pursuant to this Agreement shall be in writing (including email), and become effective when the email is received, delivered by hand, or by FedEx or similar commercial carrier.

H. Force Majeure. Incapsulate shall not be liable for any failure or delay caused by events beyond Incapsulate's reasonable control including, without limitation, Subscriber's failure to perform its obligations in a timely fashion. Should Incapsulate be delayed from performing its obligations because of an event beyond its reasonable control, Incapsulate may and shall resume performance when the obstacle to performance is removed. Subscriber expressly agrees that any act or omission on the part of Salesforce which disrupts the Software shall fall under terms of this sub-section.

I. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement will remain in effect.

J. Headings. The headings in this Agreement shall not be considered in interpreting this Agreement.

K. Waiver. No waiver, by either party, of any breach by the other party of any of the terms of this Agreement, shall be a waiver of any other breach of the same or other provisions; no such waiver shall be effective unless in a writing signed by the waiving party.

L. Drafter. This Agreement shall not be interpreted based upon any rule of construction against the drafter.

M. Authorized Signer. Each person signing this Agreement represents and covenants that he or she has the authority to do so on behalf of the entity on whose behalf that person purports to be acting.

N. Survival of Terms. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement remain in effect post-termination.

AGREED:

Incapsulate, LLC

By: _____
Sonali Bharadwaj, COO

SUBSCRIBER:

_____

By: _____

Name: _____

Title: _____

Washington DC Office
1620 L Street NW
3rd Floor, Suite D
Washington, DC 20036

888.589.2571
info@incapsulate.com
incapsulate.com

Appendix A

Customer: City of Spokane, WA

Subscribed Capsules	Term	Cost	Payment Terms	Restrictions or Comments
Incapsulate 311 Capsule Built on Salesforce Platform	Year 1	$75,000.00 (pre-tax)	Payable at project kickoff	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 2	$77,242.50 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 3	$79,552.05 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 4	$81,930.66 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate 311 Capsule Built on Salesforce Platform	Year 5	$84,380.38 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	
Incapsulate Department App	Year 1	$20,000.00 (pre-tax)	Invoiced at project kickoff	Up to 50 users
Incapsulate Department App	Year 2	$20,598.00 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	Up to 50 users
Incapsulate Department App	Year 3	$21,213.88 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	Up to 50 users
Incapsulate Department App	Year 4	$21,848.18 (pre-tax)	Invoiced annually at the beginning of each contract year and payable	Up to 50 users

			within 30 days of invoicing	
Incapsulate Department App	Year 5	$22,501.44 (pre-tax)	Invoiced annually at the beginning of each contract year and payable within 30 days of invoicing	Up to 50 users

Pricing for additional Department Worker Mobile App users:

Product	Number of Users	Yearly Cost*
Incapsulate Department Worker Mobile App Subscription	1-50 Users	$20,000.00
	51-100 Users	$30,000.00
	101-200 Users	$45,000.00
	Unlimited Users	$50,000.00

*Costs shown above are for Year 1.

Exhibit C

Spokane CRM (311) Capsulation

Statement of Work (SOW)

Submitted by

incapsulate

8 March 2019

Table of Contents

1.0 Background 3
2.0 Scope of Services 3
2.1 Key Capabilities 3
2.2 Project Tasks/Deliverables 4
2.3 Project Responsibility Matrix 7
2.4 Project Meetings 9
2.5 Governance Deliverables 9
2.6 Change Request Process 9
2.7 Acceptance Criteria 10
3.0 Pricing 11
3.1 Pricing 11
3.2 Payment Schedule 11
4.0 Assumptions 12
Appendix A: Capsule Feature Overview 17
Appendix B: 311 Capsule Services Acceptance Checklist 62
311 Capsule Acceptance Criteria 62

1.0 Background

The City of Spokane is responsible for providing essential CRM (311) services to its residents and visitors. To support these needs, Spokane is using Incapsulate 311 Capsule and Salesforce Service Cloud to manage the city's service request types and associated workflows across multiple departments and agencies.

Incapsulate is proposing the implementation of a Production Ready 311 CRM System using the Incapsulate 311 Capsule. This subscription-based solution will provide the city access to:

- Cloud-based, configurable 311 Salesforce-based solution being used by other large municipalities
- Access to Capsule Releases (3 times a year)
- Capsule product support team – rapid response and scalability
- Comprehensive feature documentation
- Access to managed services (priced separately)

The remainder of this document provides our implementation approach, a description of features, detailing pricing, and key assumptions.

2.0 Scope of Services

This will be a Four (4) Month Firm Fixed Price Project and the Purchase Order will be delivered by March31,2019. The overall purpose of this project is to provide the City of Spokane a 311 system with the Incapsulate 311 Capsule. The 311 Capsule implementation will include the following activities:

- Configure up to 50 Service Requests (SRs)
    - Incapsulate will configure 20 SRs and train the city to configure the remaining 30 SRs per demo.
    - The City is responsible to configure SRs beyond the initial 50. Incapsulate will provide up to 80 hours of configuration support to the City as needed.
- Implement a Public Facing Web Portal per demo
- Implement a Public Facing Mobile App per demo
- Incapsulate Mobile Department Worker App (up to 50 users)
- Integration for ESRI, Accela, and CISCO per demo
- Train up to 5 users on SR Configuration
- Train-the-Trainer up to 30 trainers/users

2.1 Key Capabilities

The table below provides an overview of key 311 Capsule capabilities. Additional details (including screenshots) are available in Appendix A of this document.

Feature	Description
Recommendations	Ability to recommend a more appropriate service request type to a user based on a response to a question.

Dependent Questions	Ability to hide or display question(s) based on question responses.
Mapping	Ability to select an address from a map (reverse geocode); ability to integrate with city's existing GIS services to show location data and use it to drive automation. Assumption: The City will be responsible for creating and sharing the required ESRI Layers.
Calendar Scheduling	Ability to schedule a service request using a calendar.
Reallocations	Ability to change the service request owner (queue/user) but maintain the current SLA and SR#.
Transfers	Ability to change a service request type if needed, which can start a new SLA and change the owner while maintaining the original SR#.
Contact Management	Ability to lookup existing contacts using name, phone, email, street address, and more; ability to edit contacts during service request creation.
Duplicate Detection Parameters	Ability to determine potential duplicates based on duration (days/hours), proximity (radius), service request status, location street, and even additional service request types.
Correspondence	Ability to send automated email to citizens as well as internal distributions.
Activity Auto Creation	Ability to configure creation of activities without the need for configured workflows; ability to use workflows to create activities as needed.
Outcome Questions	Ability to capture question responses during resolution based on a specific activity outcome.
Service Request Creation Rules	Ability to create service requests based on complex criteria and business rules (location, question responses, activities, outcomes, etc.).
Outcome Actions	Ability to automate outcome actions that can drive transfers, reallocations, closure, and creation.
Service Request Availability	Ability to configure a service request availability based on operational seasons, business hours, and API-only availability.
Default Inputs	Ability to set system defaults for question responses, activity outcomes, and outcome responses.

Please Note: Incapsulate will provide a sample SR and administrative training on how to configure the 311 Capsule Features. It will be the City Staff responsibility to configure these features after the initial group of 50 SR types are created.

2.2 Project Tasks/Deliverables

The following table describes the tasks and deliverables.

Task	Task Details	Deliverables
Service Request Configuration from current system into 311 Capsule	Incapsulate will configure up to 20 of the existing service requests (as-is in the current system) to the 311 Capsule and support Spokane in the joint creation of an additional 30.	Up to 50 Fully configured active Service Requests Assumptions: • Change management, SR modifications, rationalization or analysis is not in scope • The Spokane team will be responsible for populating the 311 Capsule SR Configuration Templates • Incapsulate will configure 20 SRs and City team will configure the remaining 30 SRs jointly with Incapsulate • The City will provide a new Salesforce Org and the required licenses one (1) week before project kickoff

Citizen Self-Service Web Portal / Mobile Application	Incapsulate will provide the 311 Capsule Public Facing Web Portal and Mobile App	311 Capsule Public Facing Web Portal and Mobile App build will be delivered as defined in Appendix A Assumptions: ● Capsule based mobile applications implemented with minimal branding (Header with Logo and Footer only) ● Native iOS and Android public facing mobile app for users to submit a SR and check status
Department Worker Mobile Application	Incapsulate will provide the Department Worker Mobile app hosted at AWS	The Department Worker Mobile app will be delivered as defined in Appendix A.
Configure 311 Standard Report and Dashboards	Incapsulate will configure up to three (3) dashboards and up to six (6) reports per dashboard. ● Agent View - This dashboard will provide an agent with the SR status, SR Source, SR Duration etc. ● Supervisor View - This dashboard will provide a supervisor with the call center information, for example SR Volume by channel, SRs managed by Agents, SR Aging etc. ● Department View - This dashboard will provide the Department Manager with Department specific SR status, SLA information, SR Aging etc.	Following dashboards/associated reports will be available for internal users ● Agent View ● Supervisor View ● Department View Assumptions: ● Creating custom reports and print layouts are out of scope
Integration (ESRI)	Incapsulate will support configuring Heroku and integrating with City's ESRI System	ESRI layers enabled in 311 Capsule Assumptions: ● The City will provide the following for ESRI/ARC GIS integration at kickoff ○ ARC GIS version will be 10.X or higher ○ All services should be either be publicly accessible or authenticated ○ There must be one Composite Locator Service containing the necessary locators ○ All services must be https using TLS 1.1 or higher ○ All services must be https and require server and client certificate chains to include all intermediate certificates that exist between the server or client certificate

		• Adding new functionality to existing APIs is not in scope • The City may need to procure Salesforce Heroku dynos as necessary and quoted
Integration Strategy (2 Additional 3rd party systems)	Incapsulate will provide up to 40 hours of system integration strategy based on Enhanced Open311 Specifications to the Accela and ~~Utility Billing~~CISCO systems.	Up to 40 hours of Remote Consultation with the City Integration team. Assumptions: • Integration with third party systems will use the Capsule APIs
Data Migration Strategy	Incapsulate will provide up to 40 hours of data migration strategy and approach.	Up to 40 hours of Remote Consultation with the City Data Management team Assumptions: • Service Request Migration is not in scope • Knowledge articles and Contact data migration could be supported with this time • City would be responsible for data cleaning and prep •
Training	Incapsulate will conduct the following onsite training • Admin Training - How to configure SRs using the 311 Capsule Configuration App • Train-the-Trainer Training - How to create, update and resolve a SR	Following train-the-trainer sessions conducted • Incapsulate will provide up to 12 hours of training for City Administrators (up to 3 individuals). • Incapsulate will provide up to 12 hours of train-the-trainer training for City Trainers (up to 10 individuals). Assumptions: • Training can be recorded • All resource participating in the training are assumed (at minimum) to have taken Salesforce Administrator training.
Documentation	Incapsulate will provide the following documents • SR configuration guide • Capsule Data Dictionary • Enhanced Open311 API	Following documents will be delivered AS-IS • SR configuration guide • Capsule Data Dictionary • Enhanced Open311 API
CTI & Chat	Incapsulate will: • Enable Softphone on Agent Console • Enable Chat on Agent Console	Incapsulate will deliver the following functionality: • Softphone on Agent Console for the 311 Agents allowing them to receive calls directly from Salesforce

		• Chat window on salesforce allowing 311 Agents to receive chat requests from the public facing web portal Assumptions: • The city will provide all the required Telecom to Salesforce CTI connectors City will engage their telecom vendor to configure and connect their telecom connector to Salesforce CTI connector will push and pull information from Salesforce using Open CTI protocol Chat will be enabled on the public web portal and for the 311 agents City will be responsible for creating all knowledge articles and training their agents on Chat protocol
Social Media	Incapsulate will: • Enable two social media accounts for the City as a self service channel	Incapsulate will set up the process for social media requests to be queued to agents for review and SR type creation as required

2.3 Project Responsibility Matrix

The following table defines the roles and responsibilities for the city and Incapsulate

Task	City Responsibility	Incapsulate Responsibility
Service Request Configuration from current system into 311 Capsule	• Complete Incapsulate provided templates • Conduct UAT • Provide Acceptance	• Configure up to 20 SR • Support creation of 30 addtl SR • Incorporate Feedback • Deploy System to Production
AS-IS Public Facing Web Portal and Mobile App	• Provide admin access to City's iTunes and Android stores	• Submit Mobile App to iTunes and Android Stores
Department Worker Mobile Application	Incapsulate will provide the Department Worker Mobile app hosted at AWS	The Department Worker Mobile app will be delivered as defined in Appendix A.
Configure 311 Standard Report and Dashboards	• Conduct UAT • Provide Acceptance	• Configure up to three (3) dashboards and up to six (6) reports per dashboard • Incorporate Feedback • Deploy System to Production
Integration Strategy (ESRI)	The City will provide the following for ESRI/ARC GIS integration at kickoff	• Configure 311 Capsule ESRI Connector

	• Access to GIS Team ARC GIS version will be 10.X or higher • All services should be either be publicly accessible or authenticated • There must be one Composite Locator Service containing the necessary locators • All services must be https using TLS 1.1 or higher • All services must be https and require server and client certificate chains to include all intermediate certificates that exist between the server or client certificate	
Integration Strategy (2 Additional 3rd party systems)	• Access to System SMEs/Vendor	• Provide API Specs • Total of 40 hours remote consulting services on system integration Please Note: Building Custom API is out of scope
Data Migration Strategy	• Access to Data SME	• Incapsulate will provide up to 20 hours of remote consulting services on data migration strategy, approach and staging templates for contacts and Knowledge articles Please Note: Migration of SR type or Case Data is out of scope
Training	• Access to city trainers and Admins • Training facility with computers and access to the internet	Training details provided in SOW Section 2.2 - Train-The-Trainer. • Train-the-Trainer up to 5 users on SR Configuration • Train-the-Trainer up to 30 trainers/users
Documentation	City will provide the following documentation • Access to SME • Security/Active Directory Documentation • My Alex user list • GIS Documentation • Completed SR Templates	Incapsulate will provide the following documentation: • SR Configuration Guide • Enhanced Open311 API • Capsule Data Dictionary
CTI & Chat	City will: • Provide access to SME and Telecom Vendor • Access to CTI Connector • Configure CTI Connector to push and pull Telecom information into and out of Salesforce • City will be responsible for producing Knowledge Articles and Training call center agents on proper Chat protocol	Incapsulate will deliver the following functionality: • Softphone on Agent Console for the 311 Agents allowing them to receive calls directly from Salesforce • Chat window on salesforce allowing 311 Agents to receive chat requests from the public facing web portal • Configure softphone on Salesforce Configure Chat for call center agents and in the public web portal

	• Please Note: Building Custom CTI Connector and Chat Bot is out of scope.	
Social Media	Incapsulate will: • Enable two social media accounts for the City as a self service channel	Incapsulate will set up the process for social media requests to be queued to agents for review and SR type creation as required

2.4 Project Meetings

This implementation will be coordinated through regular activities and reports, outlined in the table below. Meeting count assumes a 16 week delivery window, extensions to timeline or requests for additional meetings shall constitute a change in scope.

Activity	Cadence	Approx Count	Assumptions
Project Status Report	Weekly	16	
Team Check-Ins	Ad Hoc	16	Meeting cadence will vary depending on project needs, scheduled at needed
SME Touchpoint	Ad Hoc	8	Hour long sessions with technical experts to support client activity and strategy, scheduled at needed
Sponsor Synch	Bi-Weekly	8	

2.5 Governance Deliverables

Standard deliverables will be made available to project stakeholders through meetings and enshrined in a shared Google folder.

Name	Cadence	Medium / Location
Project Schedule	Bi-Weekly	Shared Google Drive
Project Status Report	Weekly	Email, Shared Google Drive
Risk Register	Weekly	Shared Google Drive
Issue Log	Weekly	Shared Google Drive

2.6 Change Request Process

Changes to the scope of this SOW will be handled through the change order process described in this Section. Please refer to Appendix A for the agreed format of the Change Request form.

A written Change Request must be prepared by the City team. Once received, Incapsulate will evaluate and provide a written cost and schedule impact statement to the City team within five (5) business days. If the City team approves the cost and schedule impact it will provide written notification to Incapsulate. Change Request must be mutually agreed by the Parties and signed by authorized representatives from both Parties to authorize implementation of the changes. Until the Change Request is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW. Any changes to the Statement of Work shall be subject to mutually written agreement by both parties. Incapsulate shall not implement any changes without written approval of City team's authorized representative.

2.7 Acceptance Criteria

The below are criteria for project acceptance.

General Conditions

- Only designated employees of The Spokane Team (or their authorized delegates) will provide acceptance of Deliverables. Such acceptance may be provided electronically.
- The Spokane Team will conduct UAT and provide acceptance for each deliverable within five (5) business days of receipt of the final deliverable. UAT will be considered accepted if no notice is provided within five (5) business days. If the Spokane Team rejects the deliverable, they will communicate that rejection and detailed reasons for the rejection within 5 business days. Incapsulate will review the reasons for rejection and respond or amend the deliverable and re-submit. The Spokane Team will have 5 days to review re-submitted deliverables. Re-review periods may be shortened by mutual agreement.

System Acceptance

- 311 Capsule delivery acceptance is defined in Appendix B

3.0 Pricing

3.1 Pricing

The table below provides a price summary for converting the existing system to the 311 Capsule.

Incapsulate Pricing	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation	$284,000.00				
Training	$15,000.00				
SaaS*	$95,000.00	$97,840.50	$100,765.93	$103,778.83	$106,881.82
Total	$394,000.00	$97,840.50	$100,765.93	$103,778.83	$106,881.82
Tax (WA State 6.5% and City 2.4%)	$8,455.00	$8,707.80	$8,968.17	$9,236.32	$9,512.48
Total plus Tax	**$402,455.00**	$106,548.30	$109,734.10	$113,015.15	$116,394.30

The total post-tax price for all five years will be $848,146.85.

* The one time implementation cost does not include the following.

- Third party licenses, including required Salesforce licenses. All Salesforce licenses will be required at project kickoff
- No additional travel expenses are expected for this opportunity.

* Any increase in subscription pricing (excluding support) for the first four renewal terms will not exceed 2.99% over the subscription pricing in the immediately preceding term, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and each renewal is a minimum of one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, any increase in subscription and support pricing will be in accordance with Incapsulate's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

3.2 Payment Schedule

Year 1

Type	Expected Invoice Date	Pre-tax Amount	Deliverables*
Incapsulate Professional Services	Project Kickoff	$149,500.00	• Initial Project Plan, SR Configuration Documentation, API Documentation, Capsule Data Dictionary
	End of Month 1	$0.00	• 311 Capsule Installed, Detailed Project Plan
	End of Month 2	$44,850.00	• 50 SRs Configured, ESRI Connector
	End of Month 3	$44,850.00	• 25 SRs Configured Production Ready Public Web Portal Beta Version Public iOS and Android Mobile App
	** Go Live	$59,800.00	• Production Ready System Deployed
Incapsulate Capsule License Subscription	Kickoff	$95,000.00	• Incapsulate CRM Capsule • Incapsulate Department Worker App • City will provide all required Salesforce and Incapsulate licenses

The project is Firm Fixed Price and must be purchased as a whole.

*Deliverables are notional, a detailed delivery schedule will be defined within 2 weeks of kickoff.

** If the city is not ready to Go Live because of the city related tasks (eg data migration, integration, SME access) the city will withhold up to $10,000 until Final UAT & Acceptance are completed, but for no more than 60 days from the date Incapsulate is otherwise ready to deploy the production ready system.

Years 2- 5

The Incapsulate CRM Capsule and Department Worker App subscriptions will be invoiced at the beginning of each contract year. The pricing will be in accordance with the Pricing table.

4.0 Assumptions

The following assumptions underlie the estimates in this SOW. The assumptions are additional to other assumptions throughout the document:

The following assumptions from the Incapsulate proposal apply to this SOW.

1. Incapsulate will work with the City to configure up to 50 Service Requests based on information provided by the City.
2. Incapsulate will train the City on Service Request Configuration while configuring the initial set of 50 Service Requests as follows:
    a. Incapsulate will configure an initial set of 20 Service Requests. These typically consist of the more complex Service Requests and/or the Service Requests most representative of features needed across all Service Requests.
    b. Incapsulate will work with the City to collaboratively configure another 20 Service Requests. These typically consist of the Service Requests most representative of features needed across all Service Requests.
    c. Incapsulate will work with the City as needed to configure an additional 10 Service Requests.
    d. Service Requests configured by Incapsulate can have up to 40 Workflow rules (in total).
3. The City will be responsible for configuring Service Requests beyond the initial 50 using the Incapsulate-provided excel-based template. Incapsulate will provide up to 80 hours of additional Service Request configuration support to the City as needed.
4. Business process re-engineering and Service Request Rationalization effort is not included in this quote.
5. Creating custom reports is out of scope
6. Salesforce is 100% cloud based and is compatible with n-1 browser versions. Please see link for details: https://help.salesforce.com/articleView?id=getstart_browser_overview.htm&type=5
7. The City will offer support to the Incapsulate team in accordance with the mutually agreed upon project plan. Delays caused by the City's team will be managed through a formal Change Management process.
8. The City will provide timely access to City SMEs and third party vendors.
9. Data cleanup and data migration is not is scope based on guidance given by the City in responding to vendor questions.
10. Custom printing support is out of scope. Print formats are limited to Salesforce's default print capabilities.
11. Creating custom print views, schedule print jobs or batch printing is not included in this quote.

12. It is assumed that City will resolve all issues within 2 business days. We expect City staff involvement to be heavy during the requirement gathering process, for data integration, User Acceptance (UA).
13. The 50 Department users who close and updates service requests will be done be via the Department Worker Portal and Mobile App. Functionality of the Department Worker Portal and Mobile App is generally limited to viewing assignments, making service request updates and closures, using activities and outcomes to record field resolution activity. They can also report and create new service requests in the field as needed.
14. City Department Users and/or Mobile Workers can access our solution as follows:
    a. City Workers can access the solution via the Department Worker Portal and Mobile App provided via the Incasulate Capsule. Incapsulate will use AWS for the hosting of the Department Worker App. Please note: We have included licensing for such City Worker usage for 50 Department Users in our current pricing. If the City wishes to include more City Workers, additional licensing costs will apply. Upon award, we can work with the City to determine the appropriate number of licenses needed and provide updated pricing accordingly.
    b. City staff licensed on Salesforce (w/Service Cloud licenses) also will be able to use the Salesforce Mobile App "Salesforce" to update and close service tickets. Please note: We have not included licensing for such City Worker usage (beyond the 30 Full Service Users) in our current pricing. Upon award, we can work with the City to determine the appropriate number of licenses needed and provide updated pricing accordingly.
15. The City's external systems will be able to consume APIs that follow Open311 standards and/or Salesforce API Standards. As such, the City will use the Capsule Enhanced Open311 API or the Salesforce API (as-is) to integrate with Accela and Utility Billing systems.
16. We have not provided Salesforce licenses to support integrations with the Capsule since this is not always needed, we will work with the City if this is required by Accela or the Utility Billing systems.
17. Incapsulate will provide specifications for the Enhanced Open311 API and the Salesforce API. Development of new APIs or modification of existing APIs is not in scope for this project.
18. Incapsulate will provide up to 80 hours of Integrations/API consulting (e.g., review of specifications, support troubleshooting).
19. Integration to external reporting services (e.g., Crystal Reports, MS SQL Server Reporting Services) will be provided through the standard Salesforce Bulk API. No customization or additional services will be provided by Incapsulate, although City resources will have the ability to perform such services.
20. To support ESRI integration, the City will need to provide access to GIS layers with specific information on Service Request Types and routing, Council district, service area districts, etc.
21. The City will provide the following for ESRI/ARC GIS integration at kickoff:
    a. ARC GIS version will be 10.X or higher
    b. All service should be either be publicly accessible or authenticated
    c. There must be one Composite Locator Service containing the necessary locators
    d. All services must be https using TLS 1.1 or higher

e. All services must be https and require server and client certificate chains to include all intermediate certificates that exist between the server or client certificate
f. There must be one Composite Layer Service containing all of the necessary layers

22. The System Administrators and Service Request configuration team will have working knowledge of Salesforce. Following are some examples of free self paced training
    a. Salesforce Admin Beginner - https://trailhead.salesforce.com/en/trails/force_com_admin_beginner
    b. Salesforce Workflow Process Builder - https://trailhead.salesforce.com/en/projects/quickstart-process-builder
23. External integrators and the City will be responsible to align their development and testing (if any) timelines with the Incapsulate's schedule.
24. Social media connectivity is provided for up to two (2) City-owned accounts and includes the ability to review social conversations, respond and create a case as an Information-only Service Request. The City will need to review such requests and reallocate to a different Service Request as appropriate.
25. Email-to case functionality creates a case as an Information-only Service Request. The City will need to review such requests and reallocate to a different Service Request as appropriate.
26. Incapsulate will provide a Public-Facing Self-Service Citizen Web Portal with branding limited to the City logo, in the header.
27. The Public-Facing Self-Service Citizen Web portal will use Salesforce's standard Napilli template.
28. Incapsulate will provide our Capsule Public Facing Mobile Application.
29. City will need to work with its current Telecom provider to get their Telecom Salesforce connectors. The telecom provider will be responsible for configuring their connector and passing the required telephony information to Salesforce
30. Outbound Text messaging and SMS integration is out of scope for this proposal. Incapsulate has deep experience configuring Text messaging and SMS services for other clients. However, such efforts involve participation from Telecom carriers as well as City's existing Telephony vendor. Upon award and review of the City's existing environment, Incapsulate can provide a level of effort estimate for performing text messaging and SMS integration.
31. The City will be responsible for creating Knowledge Articles directly in Salesforce.
32. Incapsulate will configure Three (3) dashboards with up to six (6) reports per dashboard. Details identified in the Functional Matrix - Appendix B.
33. Incapsulate will configure 3 user roles - Details identified in the Functional Matrix - Appendix B.
34. User Acceptance Testing (UAT) requires involvement of City resources. Delays in scheduling or conducting User Acceptance Testing (UAT) may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
35. Our schedule is contingent on all configuration (e.g., Service Request configuration, reporting) and integration activities (e.g., ESRI, Accela, Utility Billing) being completed at the end of two (2) months after the project start as per our proposed schedule. This is necessary for adherence to our proposed schedule and to provide adequate time for training, acceptance testing, data migration and deployment preparation/execution. As proposed, the City is responsible for several of these efforts (e.g., configuration of the

second set of Service Requests, integrations using our Open311 API). If the City has not completed these activities per the project schedule, Incapsulate will unable to support the Go-Live activities in full and will limit its Go-Live support to the following:

a. Setup Staging Environment
b. Deploy the Solution in the Staging Environment (includes migration of all configured SRs, reports, etc. from the Test Environment
c. Assist city with Smoke Testing in the staging environment
d. Provide the city with deployment instructions (and related Salesforce documentation)
e. These result of these activities will provide the City with a Production-ready solution (based on Service Requests and integrations as configured/implemented in the Test Environment). The City can either perform the Production deployment itself (note: deployment activities require a knowledge of Salesforce) or re-engage Incapsulate for additional services (note: any such services performed beyond the proposed schedule will require additional funding via a change request or the equivalent).

36. Fees for licenses and services will be invoiced, with a Net 30 days payment terms. An invoicing schedule will developed upon award.
37. All Salesforce general, feature and license limits apply. For more details please see: https://help.salesforce.com/articleView?id=limits_general_parent.htm&type=0
38. All required licenses (Incapsulate Capsule) will be invoiced at project kickoff.
39. Incapsulate is providing its 311 Capsule as described in section 2 Proposed Solution as is. Customization of the 311 Capsule is not permitted. All Capsule features, as developed to support a broad range of 311 functionality, will be provided as is.
40. All Salesforce licenses will be available for Incapsulate use at project kickoff.
41. The City will purchase all Salesforce licenses directly from Carahsoft. License term for all Salesforce licenses is one year.
42. Salesforce Service Cloud licenses and Knowledge licenses are named user licenses.
43. Salesforce Customer Community licenses are based on monthly logins by citizens. There is no limit to anonymous visits by citizens to the Self Service Web Portal and Community Portal.
44. Platform security provided by Salesforce. Relevant security plans and documentation to be provided by Salesforce.
45. Incapsulate's Capsules and derivatives shall remain the Intellectual property of Incapsulate. Incapsulate shall provide a non-exclusive and non-transferable license for the use of software to the City for worldwide use by the City.
    a. The City shall have no right to sublicense, assign, transfer, or disclose to any third party any portion of the Work Product or any of Incapsulate's Intellectual Property Rights, except as is necessary for the City to use the Work Product. By way of example only, the City shall not allow any other entity—such as a contractor or the public (or any member thereof)—to have access to any source code related to the Work Product. To that end, the City shall use commercially reasonable efforts to protect against any inadvertent disclosure of the source code or Incapsulate's Intellectual Property.
    b. The City agrees that it shall not attempt to exploit any element of the Work Product or related Intellectual Property Rights except as expressly authorized by Incapsulate.

c. Upon award, Incapsulate and the City shall enter into a Capsule Subscription Agreement to reflect these terms and conditions.

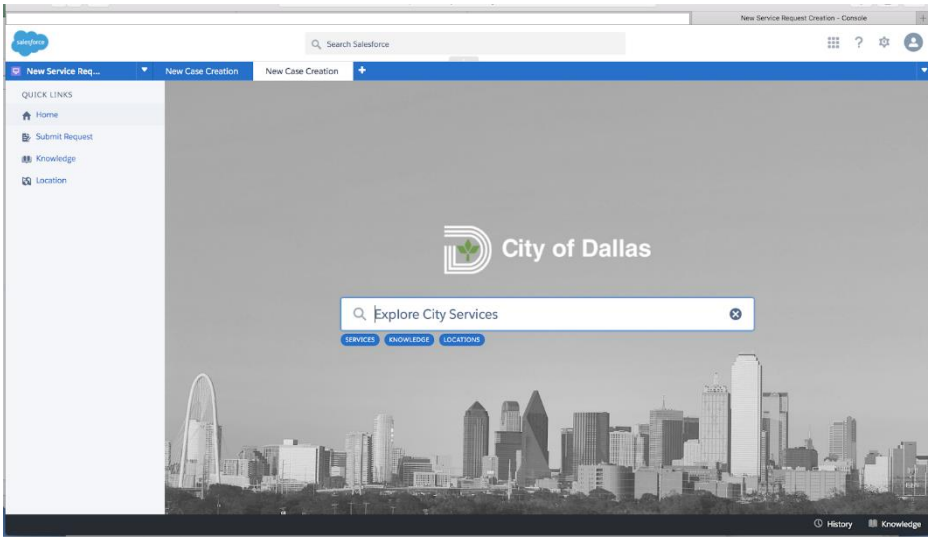
46. Incapsulate will provide up to 12 hours of training for City Administrators (up to 3 individuals). All resource participating in this training are assumed (at minimum) to have taken Salesforce Administrator training.
47. Incapsulate will provide up to 12 hours of train-the-trainer training for City Trainers (up to 10 individuals).
48. All training will be conducted remotely via Go-To-Meeting (or equivalent video-conferencing tool).
49. Incapsulate will provide City Administrations with the Capsule Service Request Configuration guide. A broad range of additional documentation regarding core Salesforce capabilities and administration is available directly through Salesforce at no additional charge.
50. Job Aids and end user training are out of scope.
51. End User Training will be provided by City Trainers. Delays in scheduling or conducting End User Training may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
52. Work will be performed using both on-site and off-site resources.
53. City provides CTI Connector (and connects to Salesforce).
54. City responsible for resolving related security and access issues.
55. City has (or obtains) all necessary 3rd-party licenses.
56. City will provide Incapsulate with user roles and privileges information.
57. Upon award we will work with the City to finalize the proposed project schedule.

The following additional assumptions apply to this SOW.

1. Project will start up to one month after issuance of the purchase order.
2. Capsule implementation performed on a fixed-price basis. Changes in duration at the City's request will result in implementation cost changes which will be managed through the change request process.
3. The price listed in Pricing table is for Incapsulate Services and Licenses only. Any third party licenses will be an additional cost.

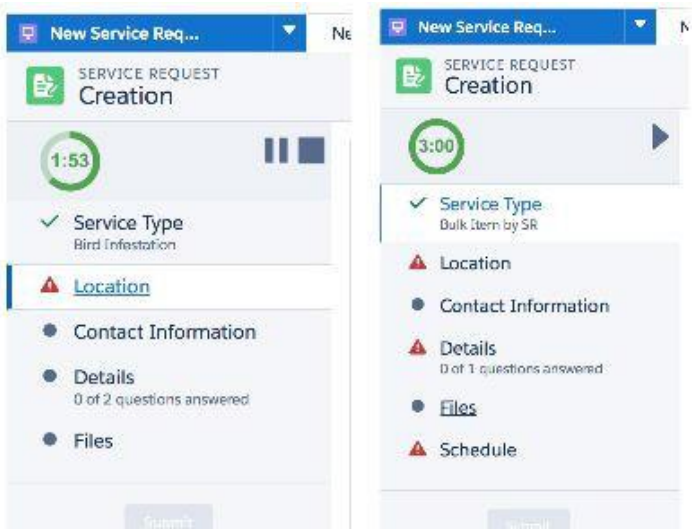
Appendix A: Capsule Feature Overview

Agent Console Desktop - The 311 Capsule provides an integrated and dynamic Agent Console for staff to use during interactions with constituents, citizens or customers. Our design lets the user choose multiple paths for each interaction - search the system for information on existing service requests, search and view knowledge articles to answer questions or provide guidance to the citizen to resolve their inquiry, search location or map based information, or capture a service request with specific guidance and questions based on the nature of the issue or request.



Multi-Channel Interaction Management - The Capsule Agent Console helps deliver the next generation user experience:

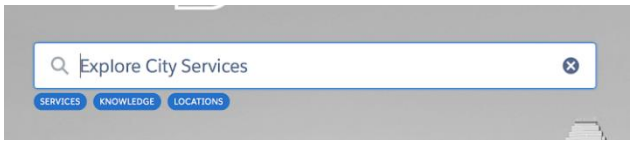
- Designed from the ground up for productivity and handling of all interactions using all available channels
- Intuitive and configurable user interface (UI) incorporates modern UI best practices
- Numerous productivity tools like context aware knowledge base suggestions and automatic duplicate detection help agents by providing shortcuts to often used information
- Multi-channel with cross-channel context and in-channel response
- Scripted questions and agent guidance with recommendations and alerts as required
- Geolocation flexibility provides instant understanding of where a problem is occurring, and helps ensure that the right resources are sent to the right location
- Simplified guided case flow to support inexperienced agents with hints, tips and recommendations on next steps.



- CTI Integration - The 311 Capsule will work with the City's telephony, and if required, the 311 Capsule can be integrated with the telephony to provide screen pop using caller ID to search for and identify the citizen contact for automatic population of the contact using their phone number. IVR collected information could also be passed to auto-populate search criteria to prime the interaction search for topics or service request types.

Interaction Tracking - For each interaction with a customer, we capture all relevant information to the interaction on the service request type, related knowledge base information articles, and citizen history of previous interactions. This starts with basic information about the service request general description, expected resolution time, related information from the knowledge base that may help answer questions during the call.

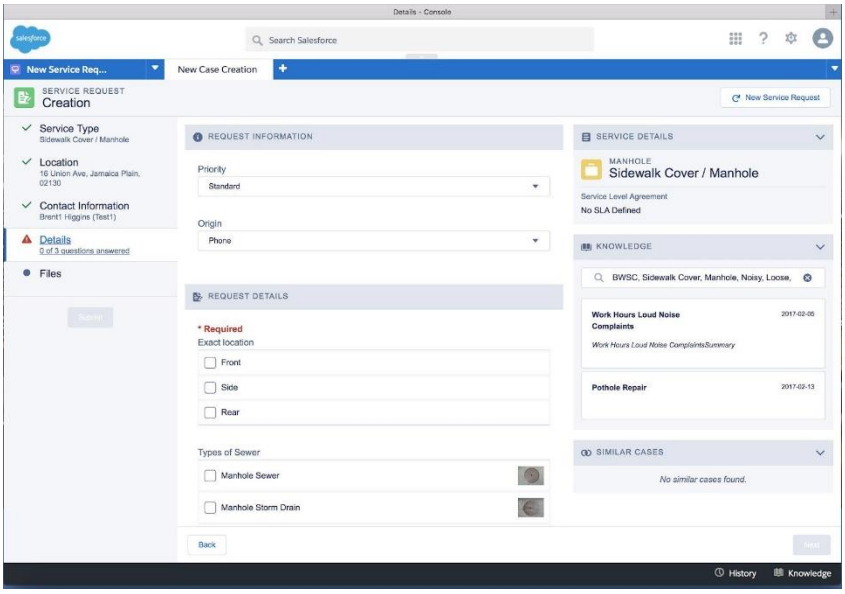
Below the interaction timer is a guide to the Service Request Creation process with icons displaying the required information and summary information about the number of questions in the service details as shown below. In this example, the Bird Infestation SR type on the left below requires a location with contact and details optional. The Bulk Item pick up on the right below requires a location, details and a schedule date that the user must fill in.



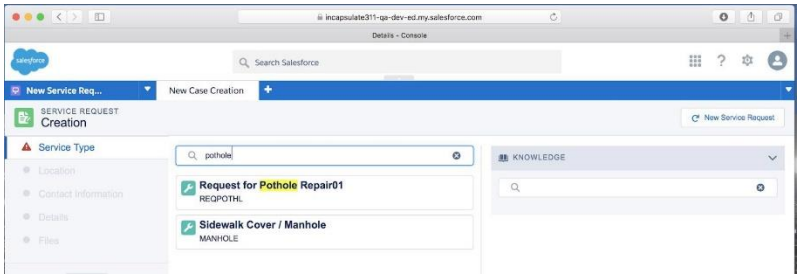
Agent Console Search - The design of the Agent Console is aimed at simplicity, and using context to present appropriate information to the agent at the right time. The key to the Capsule Interaction interface is the clean and simple design of the universal search box that will present information on service request types, knowledge or location based information related to the search terms.

To illustrate how the Agent Console Interaction search box works, in the screenshots below we will show how the user can search on 'animal' and with the service, knowledge and location buttons enabled, will see three lists of matching service types and locations related to animal.

Agent Console Dynamic Desktop - The Capsule is designed to present to the agent a single desktop view of the related information to the service request type, and present the required information to create a new service request. The configurable highlight panels on the left and right dynamically present to the agent key service type and pre-filtered knowledge information relevant to the case. The Capsule Agent console is set up to provide key information at a glance based on the service request type, location information, related knowledge base articles of reference information, known duplicate service requests, and any customer contact information on past service request reports.

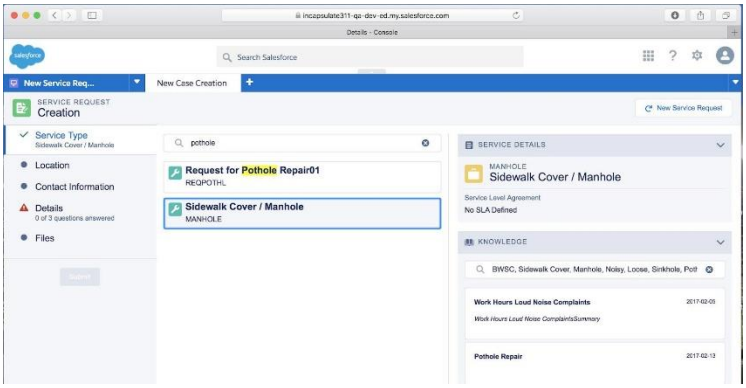


After the agent decides to create a service request type, the Capsule Agent Console provides a flexible list of options to handle the interaction with the citizen to determine the service issue type, the location and to capture the required details and agent guidance for the selected service type. The interaction options are listed down the left side of the screen.

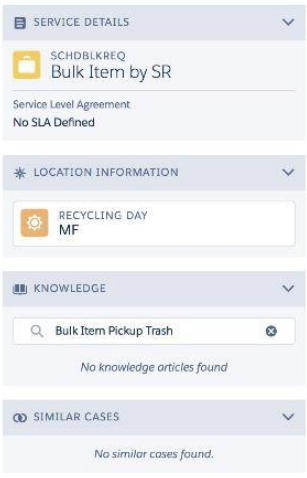


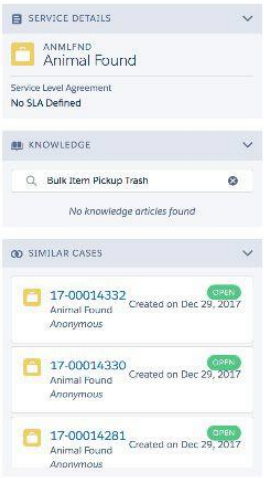
Service Request Type Selection and Guidance - As the agent types in the service type search box, the list of matching service types is filtered. Selecting one of the service types will begin the process of guidance to the agent, showing the service creation list options as enabled or required on the left, and related reference information on the right as shown below.

Another userful design element of the Agent Console is that related information panel that displays on the right of the SR creation page. This display is dynamic and related information is displayed in context to the SR type, location or contact information collected so far in the process by the agent.

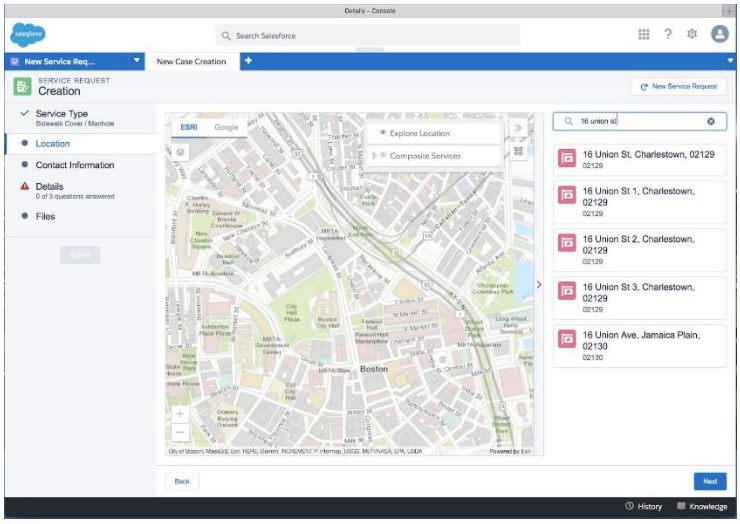


In the example screenshots below, the flexibility of this contextual information display is shown. The example on the left below shows the Bulk Item SR type information, the recycling day information for the selected street address, and there is no specific related Knowledge or similar cases. The example on the right below shows the Animal Found SR type information, and there are multiple similar cases found near this location.





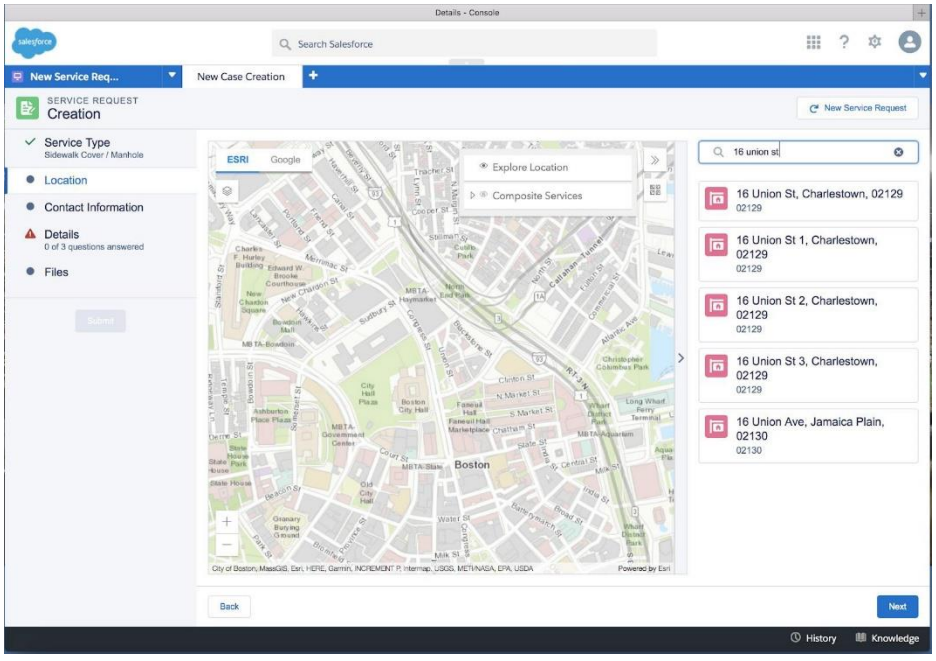
Service Request Location Identification - As shown below, the Capsule provides quick lists to display choices when searching for service request types, location, contacts and service request details. After choosing the service request type, the agent can then proceed to identify the location of the service issue by selecting an existing location or City facility, searching on a street address or using the map to click and identify the location of the issue or concern. The agent can also search for the location of the service request with flexible tools to enter street addresses, intersections, common location names or landmarks, or use the map to pinpoint the location of the service request.



GIS Integration Functionality - The 311 Capsule integrates with ESRI GIS out-of-the-box. We have the ability to consume the City ESRI layers, topography, reverse geocoding and assets. Our capsule will also route Service Requests based on geolocation and schedule. We also use the GIS maps for location validation and verification by internal users as well as the public using the self service web and mobile applications. The GIS features of the Capsule also allows the 311 agents and residents to:

- Enter partial addresses and pick the correct address from an auto-filtered list
- Select blocks or intersections
- Use common names to identify landmarks
- Select locations on a GIS map

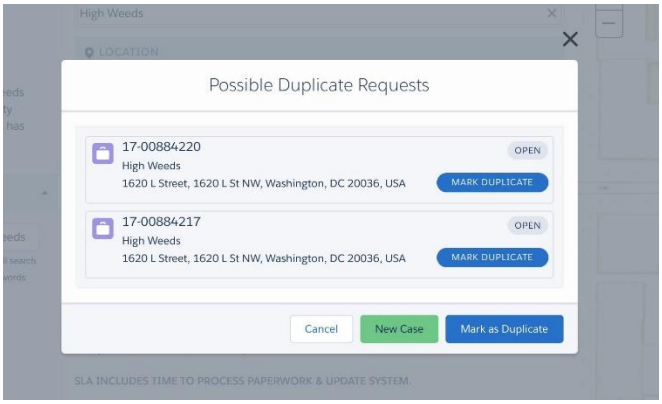
The screenshot below represents ESRI integration in the Capsule Agent Console when the location of the service request has been entered and the map display centers on the confirmed address:



Our 311 Capsule solution provides easy integration with ESRI data structures through standard web service APIs. The Salesforce platform can share or consume information from these sources and display the results graphically in the user interface. Our 311 Capsule extends existing ESRI GIS capabilities into Salesforce and allows users to:

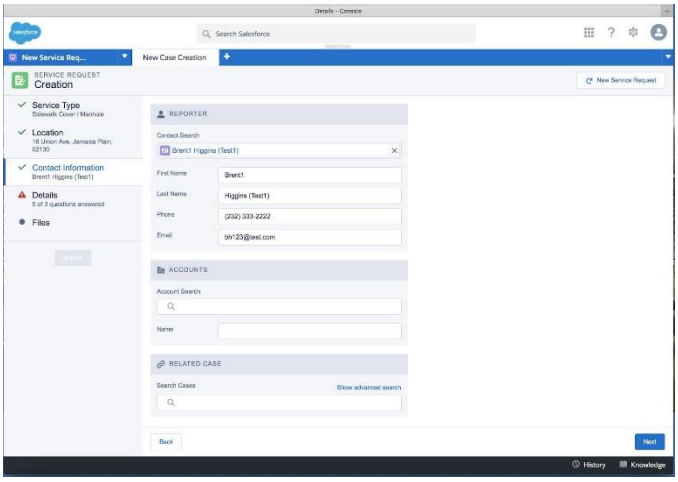
- Utilize existing mapping layers
- Visualize the location of each Service Request
- Analyze and identify duplicate or similar Service Requests in a predefined geographic area

Service Request Duplicate Detection - Once the service request type and location have been determined, the Capsule also will alert the agent if this request is a duplicate of an existing request, and will be linked to the original request and automatically closed when the original is closed.



The Capsule automatically detects similar and duplicate Service Requests generated by the citizen. This allows agents to see complete information on a caller using our CRM console. A industry unique capability of the Capsule duplicate check feature is that service requests coming in from all channels are examined to see if they duplicate an existing service request. So all requests coming in from the web, citizen mobile apps, or via the CRM call center are always being looked at for possible duplicate matches.

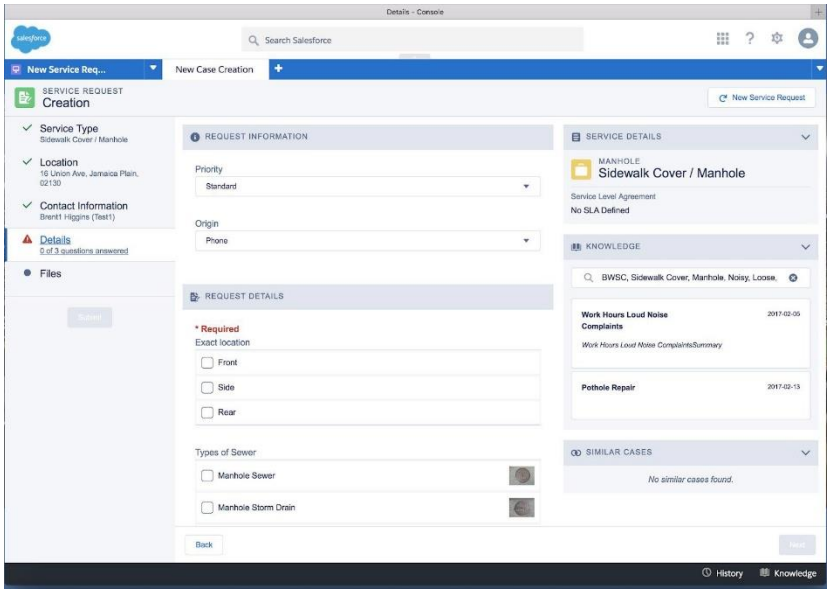
Citizen Contact Information - After the location has been determined, Capsule administrators can configure each service type if the citizen information is required or optional. Once a contact has been found or created in the system, other service requests or cases related to the contact can also be displayed or searched for.



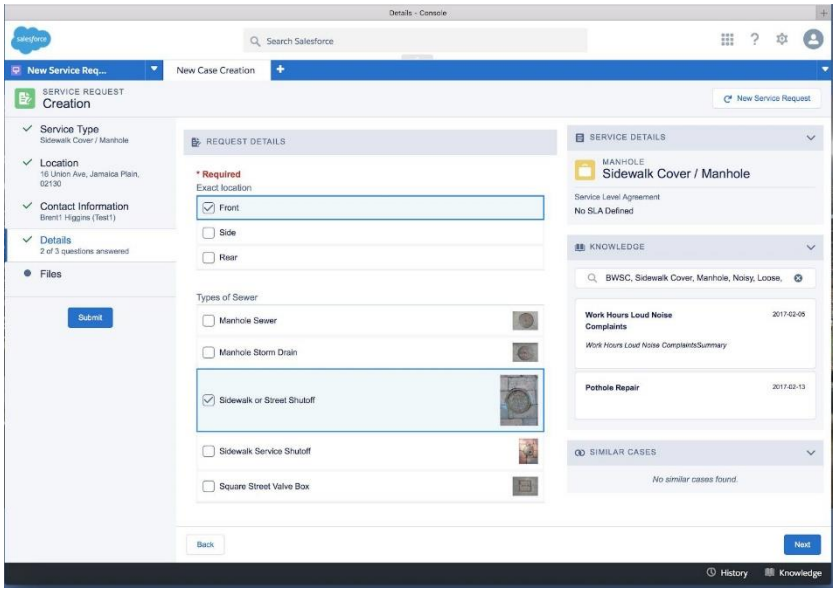
At the lower part of the above screenshot, related service requests received from the identified citizen contact is displayed once the caller's name is searched and located in the system. Any required details about the citizen can be collected and saved, including checking to see if they already exist as a contact in the CRM database. Once the service request is created, a notice can be sent to the citizen via their preferred contact channel with their SR reference number and links to information related to the service request and where they can get status updates from the self-service web portal.

Service Request Details and Agent Guidance - The key part of the interaction comes next when the agent guidance begins to capture the details of the phone call that could be a question or lead to creation of a service request. If the citizen is wanting to make a service request, additional questions and information are displayed to prompt the agent and guide the process to capture required information to create and save the request, route it to the department responsible and begin the resolution processes and activities. The Capsule allows the CRM administration team to configure what information will be required, and what process flow to follow based on the provided answers and to make recommendations to the agent based on answers as they are provided by the citizen.

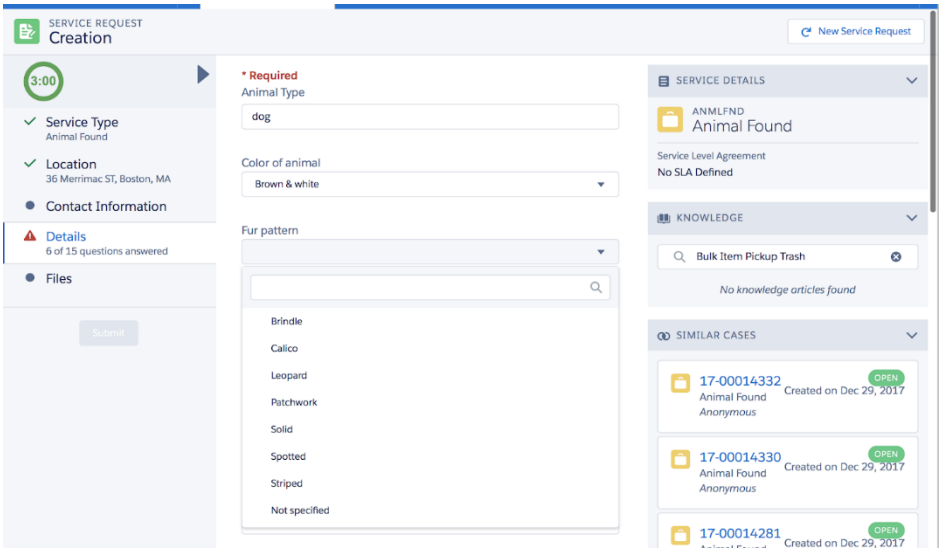
The CRM administration team can configure each service request with defaults for priority and origin to indicate the channel the service request is received. The request details section then becomes the focus of the agent as they follow the scripted questions and react to configuration business rules on the questions to ask next until the process is completed. This process helps to streamline the process where the agent will only need to ask the required questions that are unique to each service request type.



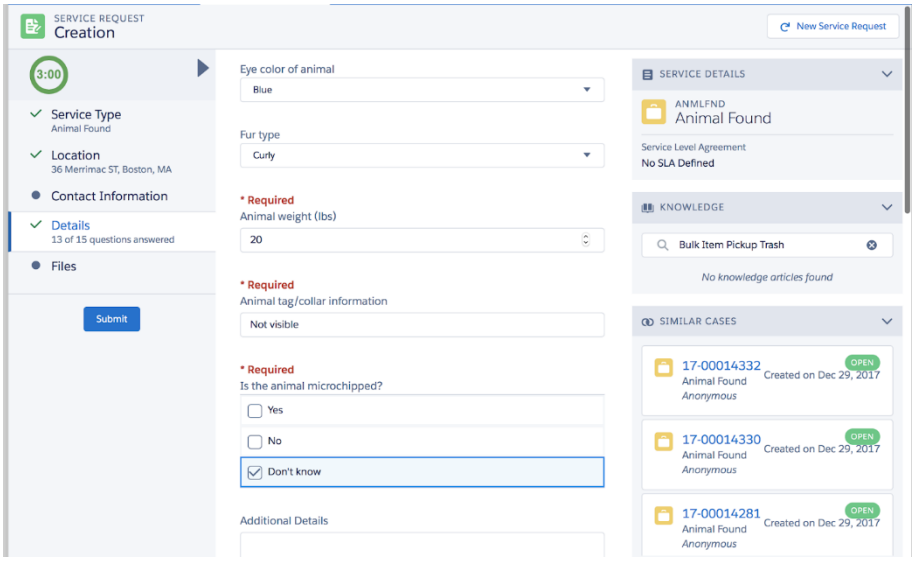
As shown in the screenshot below, the questions can be multiple choice pick lists, single answer pick lists, and use pictures and other prompts to improve accuracy of the answers. Dates, times, text fields and currency are examples of other types of answer options that can be used to configure their flex questions and answers.



The service request type details are captured by flex questions that are configured for each SR type, with options for types of answers, and if fields are required as indicated by red asterisks as shown.

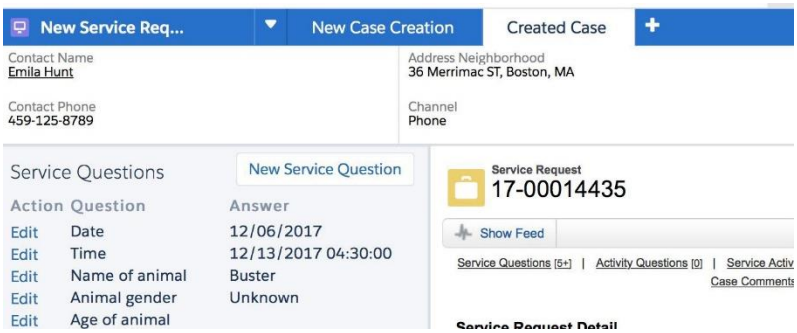


Additional flex questions can be used to capture all required information as the details window will scroll to the next question after each answer is provided as shown below.



Service Request Guidance and Recommendations - A key feature of the Capsule is the ability to guide the agent and make recommendations based on answers to provided questions as shown below. In this example, the answer provided has led the Capsule to recommend a change to the SR type that is more appropriate based on the information the citizen has provided. The agent can select the recommendation and all other information collected on the location and contact will be used, and the service details will begin again to collect the information required for the new SR type being created.

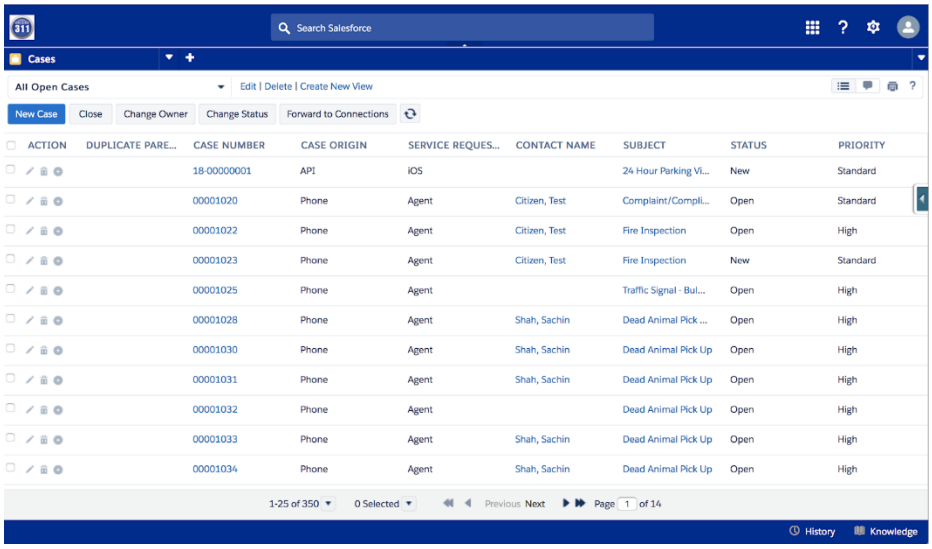
Automatic Service Request Number Creation - The 311 Capsule uses queues for the routing of service requests to responsible department staff or specific groups, and multiple factors can be used in the routing algorithm to determine which queue should be used. When the service request is submitted during the Intake process, a service request or case number is automatically generated and routed to the appropriate queue and departments for resolution as shown below.



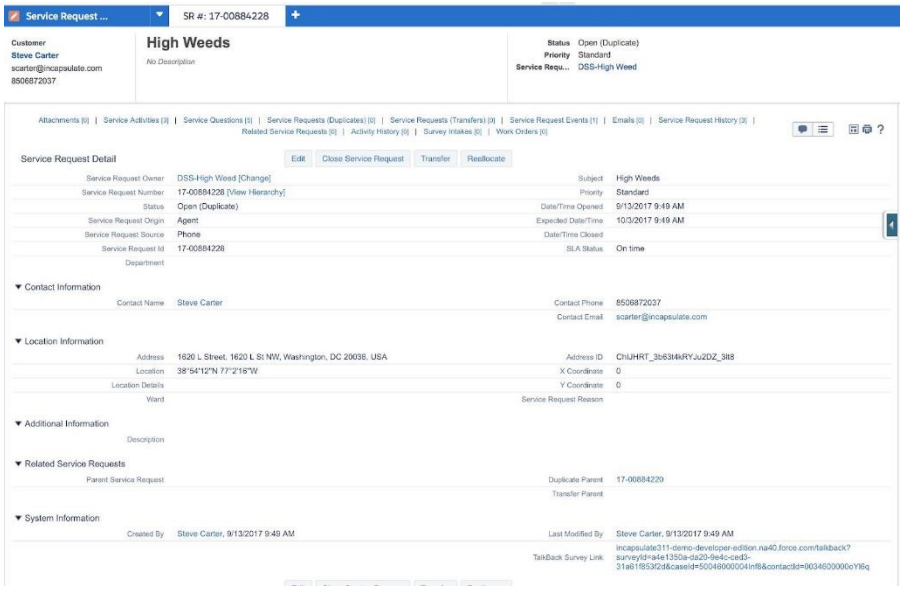
Service Request Department Console - The Capsule provides a Department console which is designed to intuitively manage and maintain Service Requests and the resolution activities of the Department and staff who complete the service response. The process tracks and provides multiple measures and metrics around the time to resolve the issue, all activities and timelines of the service actions, and overall time to resolution. The Capsule makes it easy for the Department's staff to monitor the service request from creation to resolution with key features for Service Request Management such as:

- Streamlined configuration for service requests, Flex Note Questions, Activities and Outcomes
- Support for automated workflows to transfer and reallocate cases to the appropriate departments and queues
- Configuration and monitoring of SLAs at the Service Request and Activity level
- Configuration of duplication detection logic based on location, radius, calendar days
- Scheduling of bulk collections based on work schedules, location and capacity.
- Automated event based email notifications
- Configuration and management of escalations and assignments using workflow rules

After a new service request case is created, Departments can access the Capsule Case view to see a list of their cases and use a wide variety of filters to tailor their views as they would like to see them. The screenshot below shows the All Open filter view of the Department Console Cases screen.

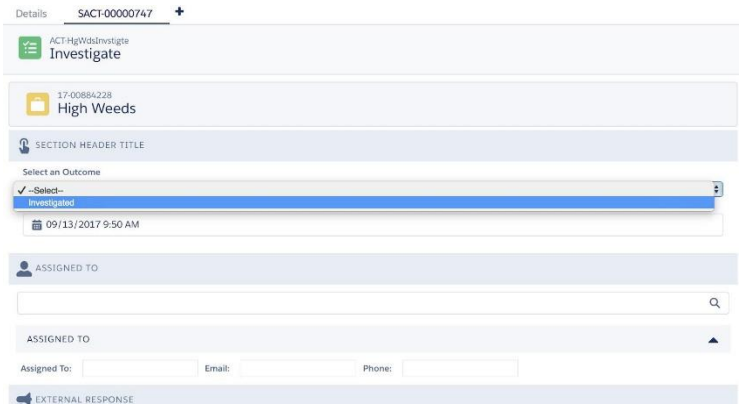


Service Request Resolution Activity - A unique feature of the Capsule is the use of activities and outcomes to model the steps required to respond and provide the required service. For each service request, a predefined list of activities can be configured with predefined outcomes and notes from the crew or team working the request to resolution and close out.



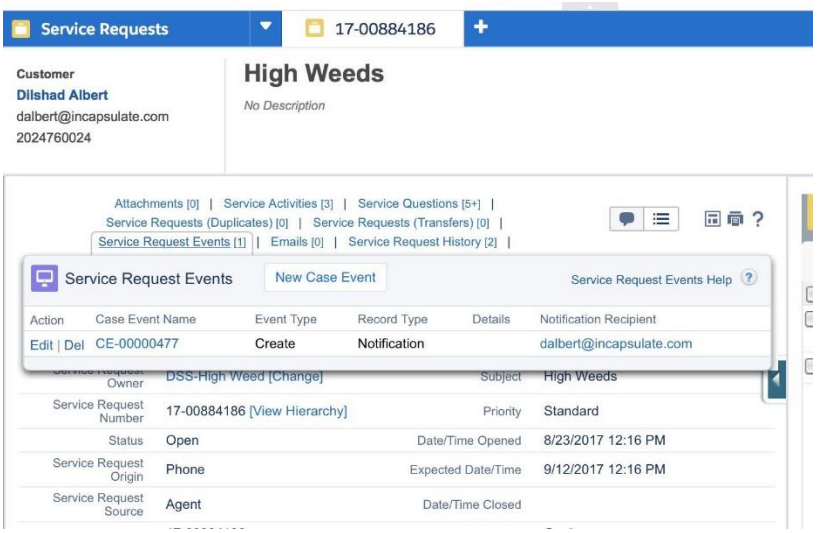
For the Department users who need to edit, update and close service requests, the Capsule Department Console view is designed for their use. The Department console allows users to perform those functions they do on a daily basis - complete activities, report outcomes, add notes to work performed, and close service requests.

For each service request activity, the staff assigned to work the activity can report on an outcome for that activity.

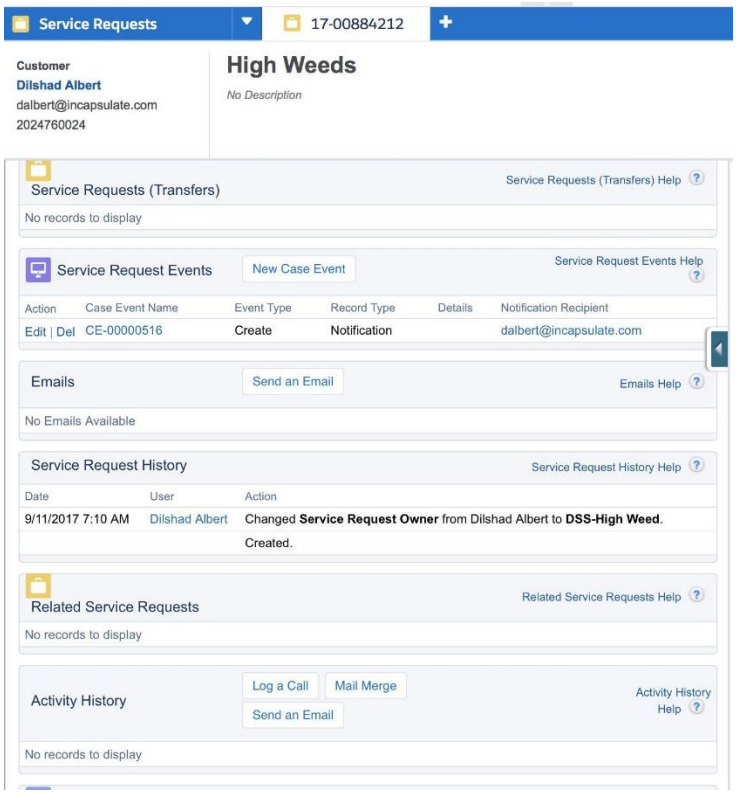


The Capsule has many features around the activity and outcome reporting that save time for the users such as outcomes that automatically closing the case, triggering other actions and enforcing business workflow rules unique to how the Departments handle their service request resolution activities. As well as completing the activities and outcomes, staff can also add notes for both internal and external responses.

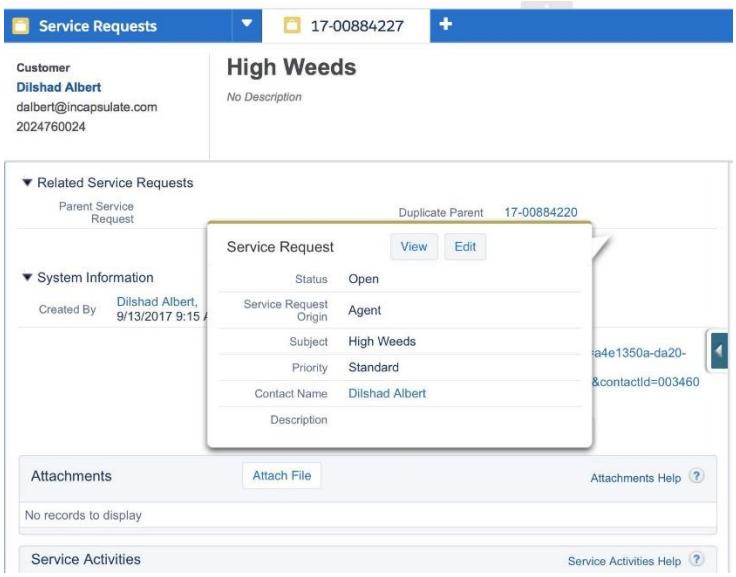
Citizen and Staff Notifications - All service request status update notifications (via email), actions, and events are tracked in the SR case record as shown in this screenshot.



All service request history and updates to the record during the resolution activities and all comments, messages, or notifications can be viewed in the SR details screen shown above. All constituent interactions are recorded for the service request or case history.

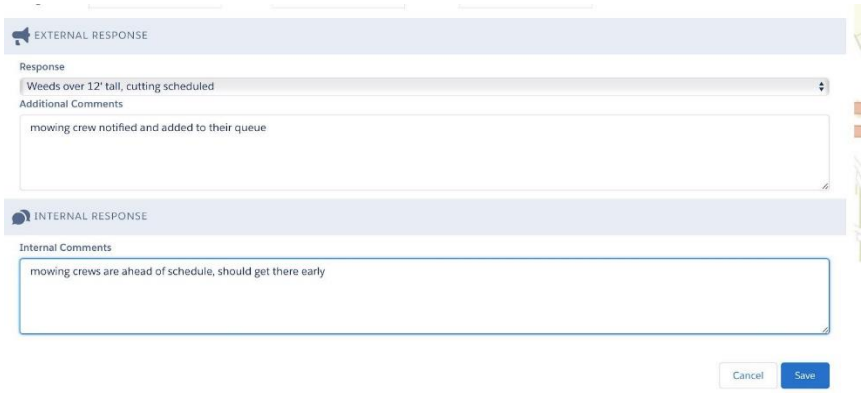


Service Request/Case Linking - The Capsule allows for parent-child case relationships, as well as manually linked case relationships for cases that are created as follow-on or companion cases. As shown in the following screenshot, duplicate service request cases are linked using the parent child relationship to link a duplicate to an original case.

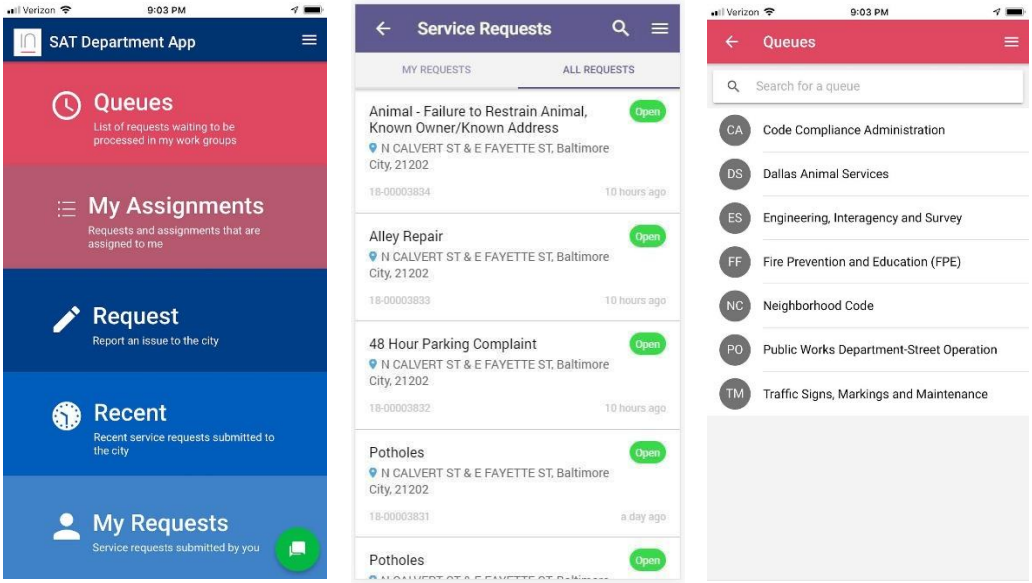


The 311 Capsule provides for correspondence and comments on activity outcomes to be classified as public or private. In addition to completing the activities and outcomes, staff can

also add notes for both internal and external responses.



Mobile Field Workers - For City Department staff the Capsule includes a Department Worker mobile app for Android and iOS for City Department users with mobile devices.

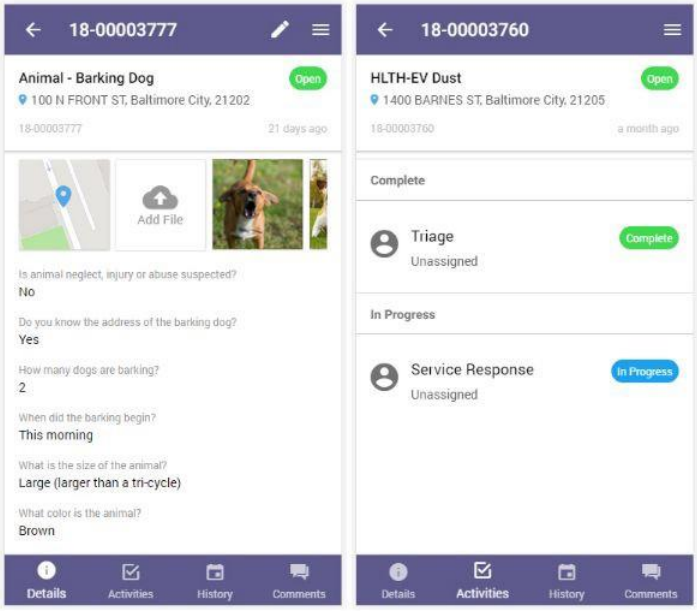


As shown in the above screenshots, the user can view their queues and assignments after they login to the mobile Worker App. The mobile application provides the following features:

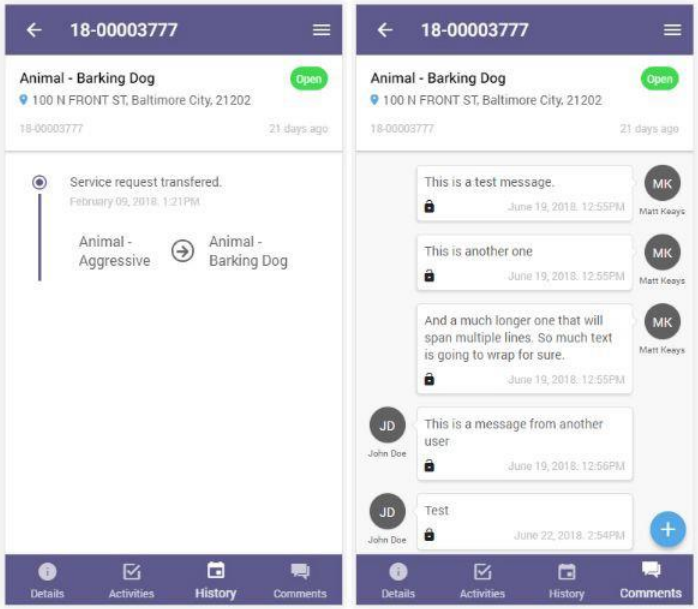
- Ability to review Queue and Activity Assignments
- Ability to review reported SRs and location information as shown at right
- Ability to attach pictures and resolve/close SRs
- Ability to complete resolution questions and notes
- Ability to browse a list of available service request types to submit
- Ability to view the service request description and expected resolution time frame
- Display of Popular Service Requests based on user activity, by category groups, or in alphabetical order
- Map display with automatic geolocation using the device's GPS – users can adjust the location, if needed

- Ability for workers to add attachments (e.g., pictures, videos, files) to the service request
- Step-by-step tracking to allow users to follow their progress to completion
- Information alerts and instructions to the worker unique to the type of service request

The Department Worker app provides full details for the service request and provides all relevant information the worker needs to investigate and respond to the service request. Using the buttons across the bottom of the app, users can toggle between the Details view (screenshot on the left) and the Activity view (screenshot on the right).



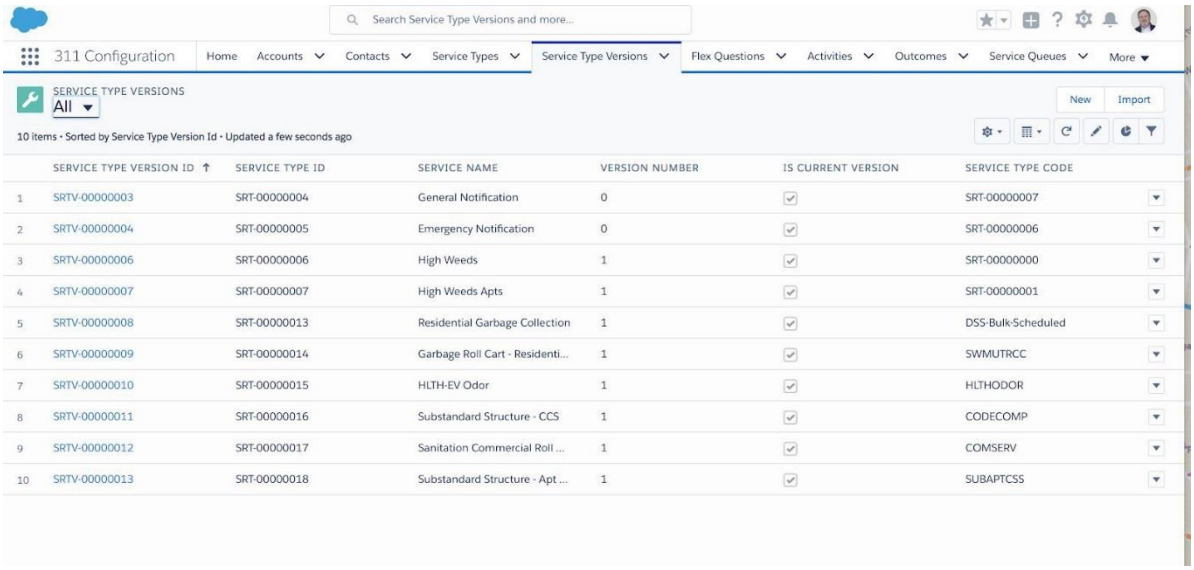
The History and Comments screens are shown below as users can browse the history of events and updates for each service request, and view any messages or comments made.



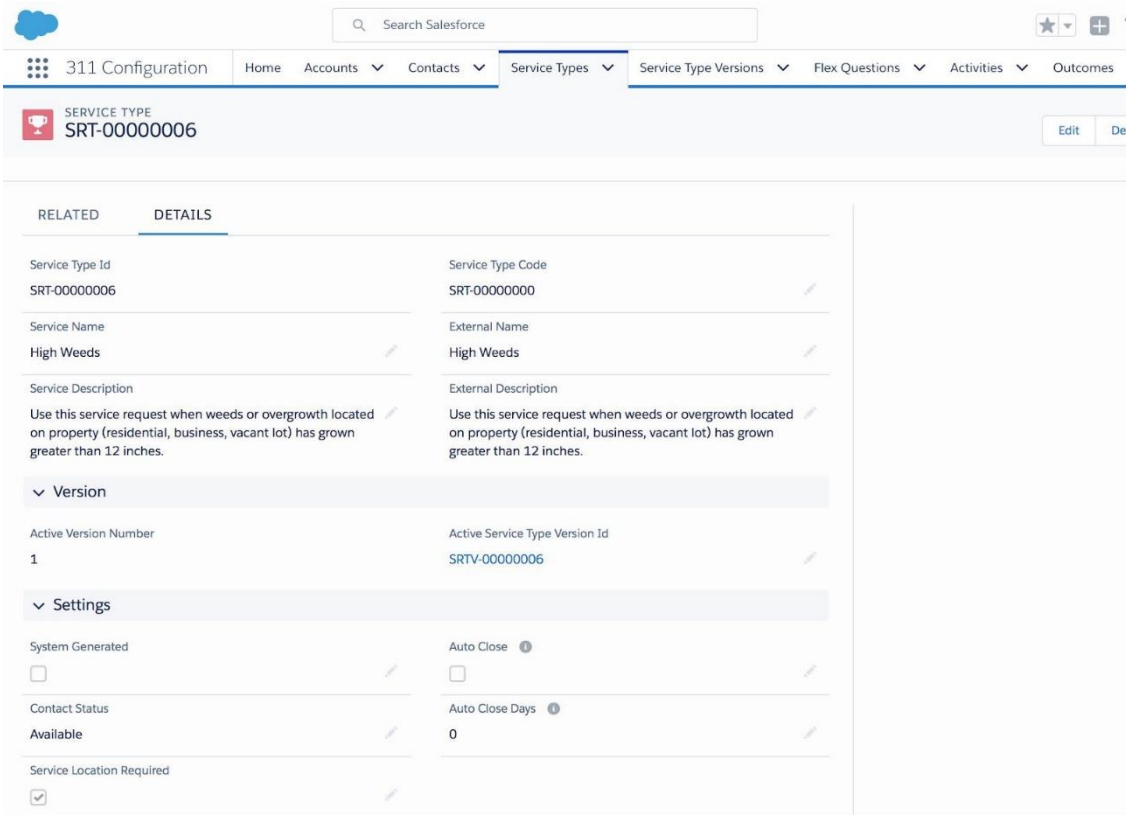
Service Request Configuration Console - The Incapsulate Capsule provides a centralized Service Request (SR) configuration console to quickly manage and maintain all of the rules, display options, and business logic configuration settings for all Service Request types. CRM configuration staff will be able to use the console to:

- Easily configure service requests, Flex Note Questions, Activities and Outcomes
- Configure automated workflows that will transfer and reallocate cases to the appropriate departments and queues
- Configure and monitor SLAs at the Service Request and Activity level
- Configure duplication detection based on location, radius, calendar days
- Automate event based email notifications
- Configure and manage escalations and assignments using workflow rules
- Configure Surveys

For example, the screenshot below shows the Service Request Configuration console where key settings for the service request type version and links to the detail configurations of the serving department, the flex questions, tasks and activities, and the SLAs.



A key item to note is that the SR configuration is done for all channels as well in one location. Internal users will see the configuration drive the actions and display options on the Agent and Department user consoles, as well as to external users on the web site and mobile devices. This makes for a streamlined configuration management of each SR type from a single source configuration and set of logic and business rules. The screenshot below shows the Service Request type configuration details screen.

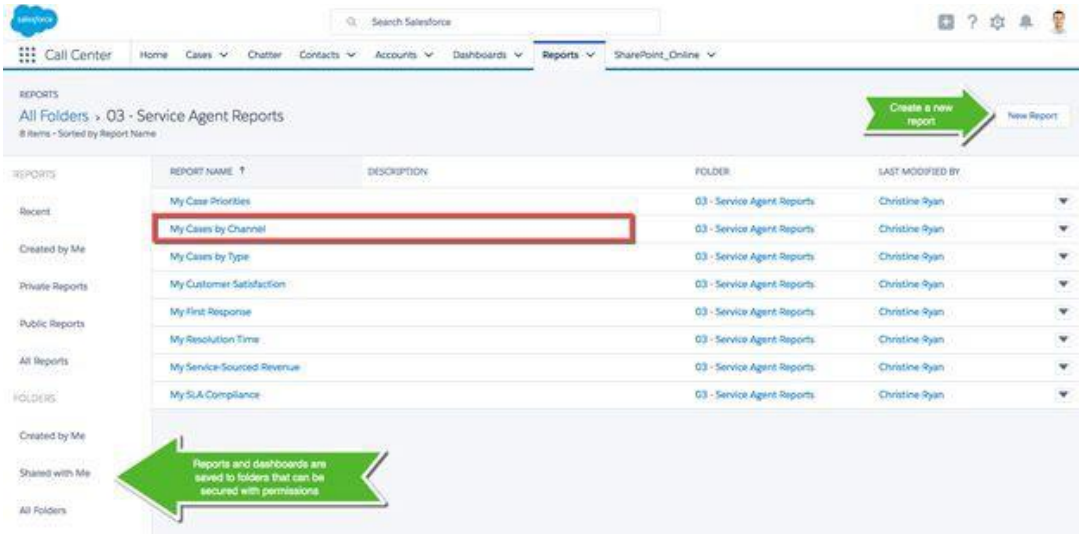


Dashboards, Reporting and Analytics - The 311 Capsule solution includes a powerful suite of analytics and reporting tools to help you view and analyze your data that can be accessed via the web or mobile device in real-time.

Report Formats - Salesforce reports can use the tabular, summary, matrix, or joined format: Tabular reports are the simplest and fastest way to look at data. Similar to a spreadsheet, they consist simply of an ordered set of fields in columns, with each matching record listed in a row.

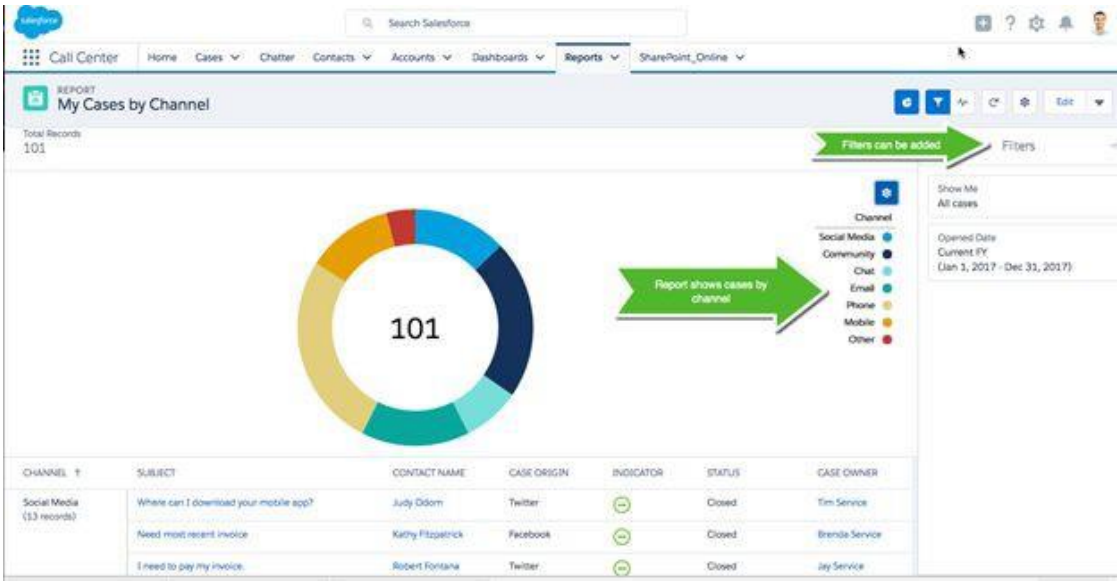
- Tabular reports are best for creating lists of records or a list with a single grand total. Examples include contact mailing lists and activity reports.
- Summary reports are similar to tabular reports, but also allow users to group rows of data, view subtotals, and create charts. They can be used as the source report for dashboard components. This type of report can be used to show subtotals based on the value of a particular field or when a hierarchical list is desired, such as all Cases for your team, subtotaled by Status and Owner.
- Matrix reports are similar to summary reports but allow users to group and summarize data by both rows and columns. This type of report can be used for comparing related totals, especially if there are large amounts of data to summarize and users need to compare values in several different fields, or users want to look at data by date and by type, person, or geography. Joined reports let users create multiple report blocks that provide different views of the data. Each block acts like a "sub-report," with its own fields, columns, sorting, and filtering. A joined report can even contain data from different report types.

Reports - A report returns a set of records that meets certain criteria, and displays it in organized rows and columns. Report data can be filtered, grouped, and displayed graphically as a chart. Reports are stored in folders, which control who has access.

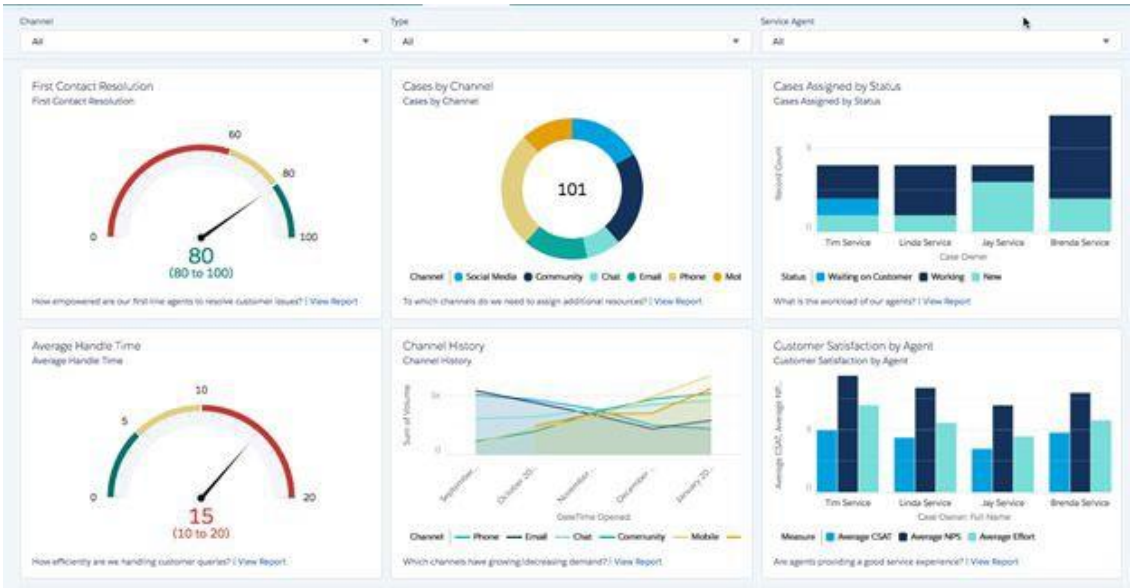


The above screenshot shows an example of the available reports that come with the Incapsulate solution.

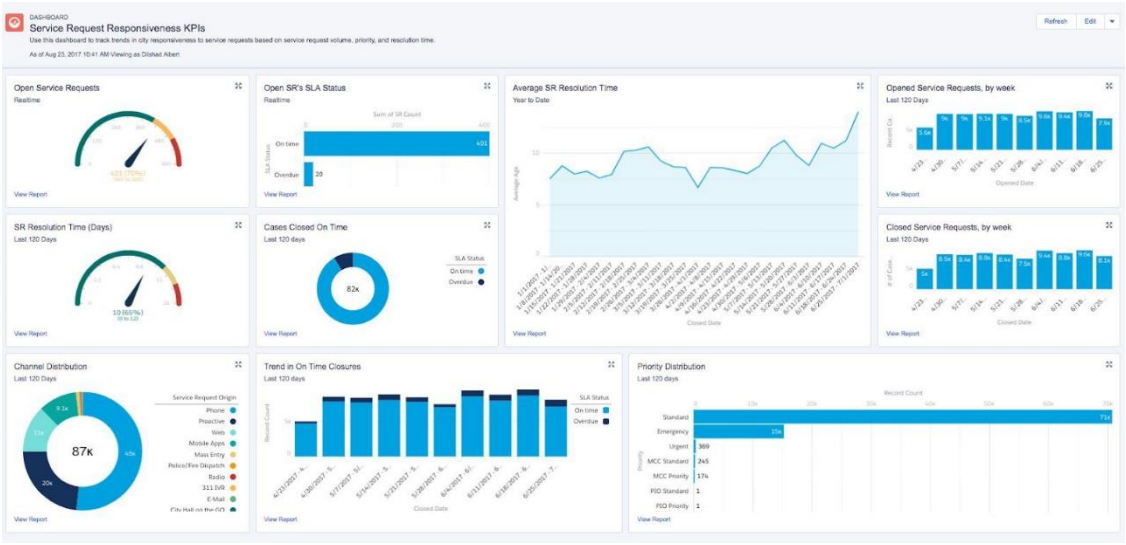
This example shows reports of agent and call center activity. The screenshot below provides an example of report showing the service requests by channel report.



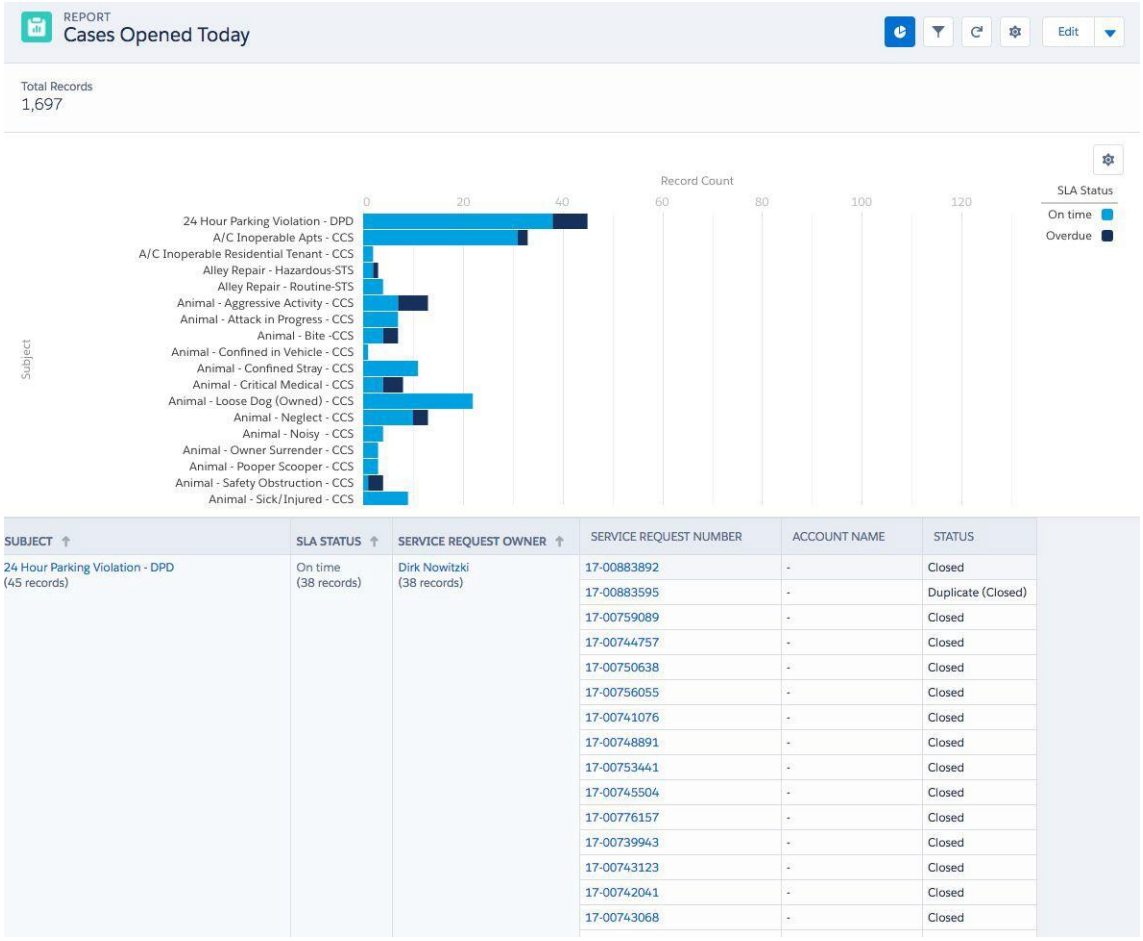
Dashboards - A dashboard shows data from source reports as visual components, which can be charts, gauges, tables, metrics, or custom Visualforce pages. They provide a snapshot of key metrics and performance indicators for your organization.



Analytic Snapshots - An analytic snapshot lets you report on historical data. Authorized users can save tabular or summary report results as snapshots on a schedule. Analytic snapshots let you work with report data similarly to how you work with other records in Salesforce. The Salesforce reporting suite easily provides various tools to view service requests submitted by all channels by the public as well as all requests submitted by internal staff.



In addition to Salesforce dashboard reports, detailed reports can be drilled down into to see lists of submissions by service request types or time frames such as Cases Opened Today shown below.



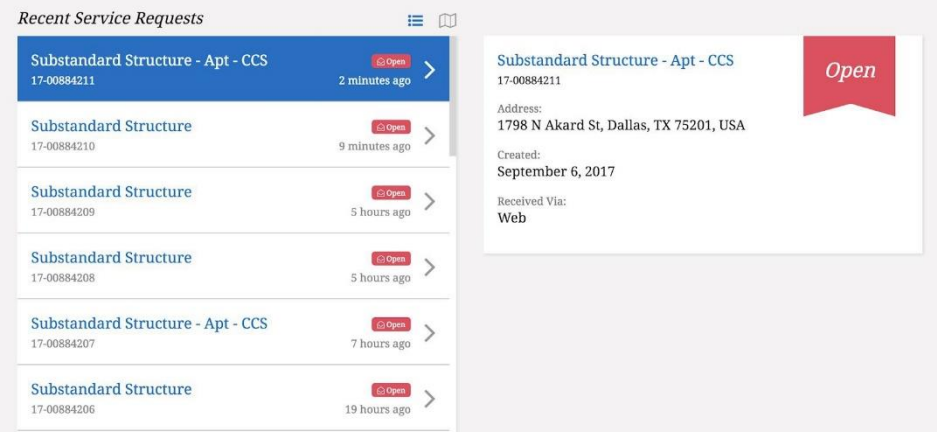
SUBJECT	SLA STATUS	SERVICE REQUEST OWNER	SERVICE REQUEST NUMBER	ACCOUNT NAME	STATUS
24 Hour Parking Violation - DPD (45 records)	On time (38 records)	Dirk Nowitzki (38 records)	17-00883892	-	Closed
			17-00883595	-	Duplicate (Closed)
			17-00759089	-	Closed
			17-00744757	-	Closed
			17-00750638	-	Closed
			17-00756055	-	Closed
			17-00741076	-	Closed
			17-00748891	-	Closed
			17-00753441	-	Closed
			17-00745504	-	Closed
			17-00776157	-	Closed
			17-00739943	-	Closed
			17-00743123	-	Closed
			17-00742041	-	Closed
			17-00743068	-	Closed

Self Service Functionality - The 311 Capsule includes very comprehensive self service capabilities that allows the City to choose what self service channels to provide to your citizens. Our Capsule Self Service solution provide an integrated public-facing self-service application for web and mobile to allow citizens to create service requests, monitor progress and resolution of their requests, and to search and view a public-facing knowledge base with information and FAQs. The web portal provides user profile and login account creation if citizens want to have the portal maintain their contact information and use the portal homepage dashboard to view the status of their requests. The mobile application also utilizes the native GPS capabilities and the camera on the iOS or Android device to easily allow citizens to report the location of the issue using GPS locator services and take photos of the issue to be attached to the submitted request. The 311 Capsule includes self service functionality for:

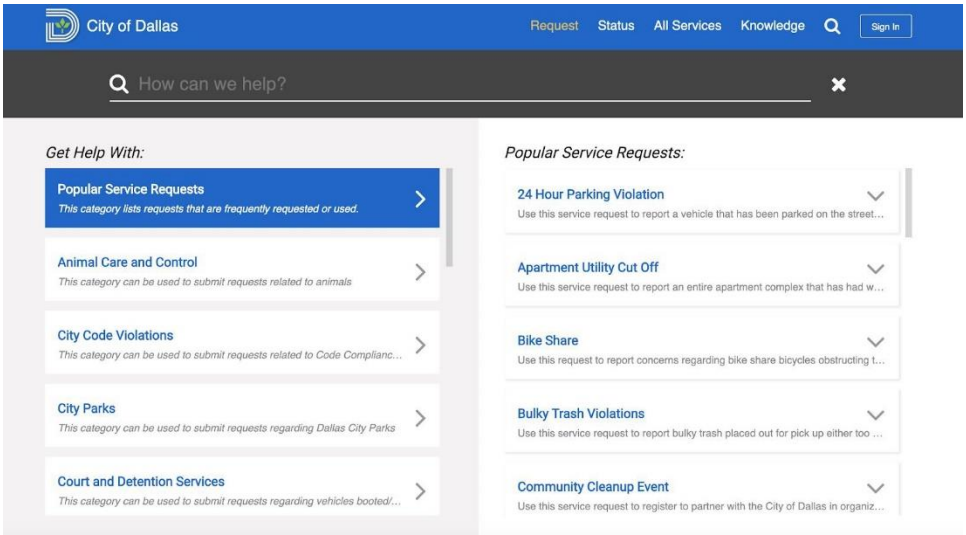
- Self Service Web Portal
- Self Service Mobile App
- Social Media
- Text and SMS Messages

- Chat bots

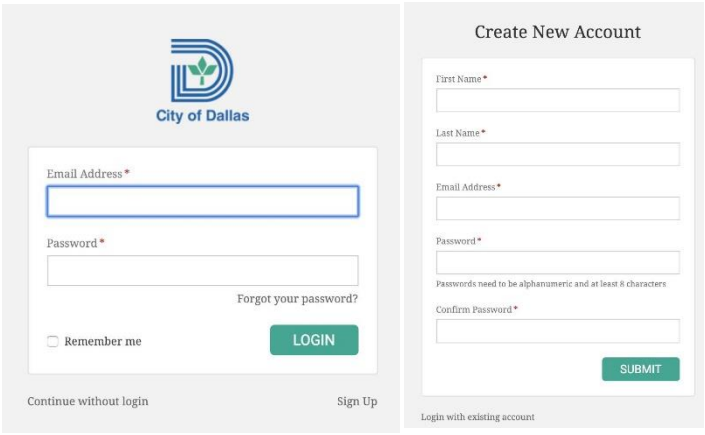
Customer Self Service Web Portal - The customer user experience using the Capsule web self service portal is very consistent with the process of calling 311 and speaking to an agent. We designed our self service portal to provide guidance along the way to create a service request, look up the status of a request, or access knowledge information to answer a question. In this section we provide example screenshots of a Capsule-branded portal application from another local government agency to show these various options for self service.



If the citizen chooses to create a portal login account, each time they login to the portal they are able to view their recently submitted service requests on a list and can click each request to view the current status and details about their request.



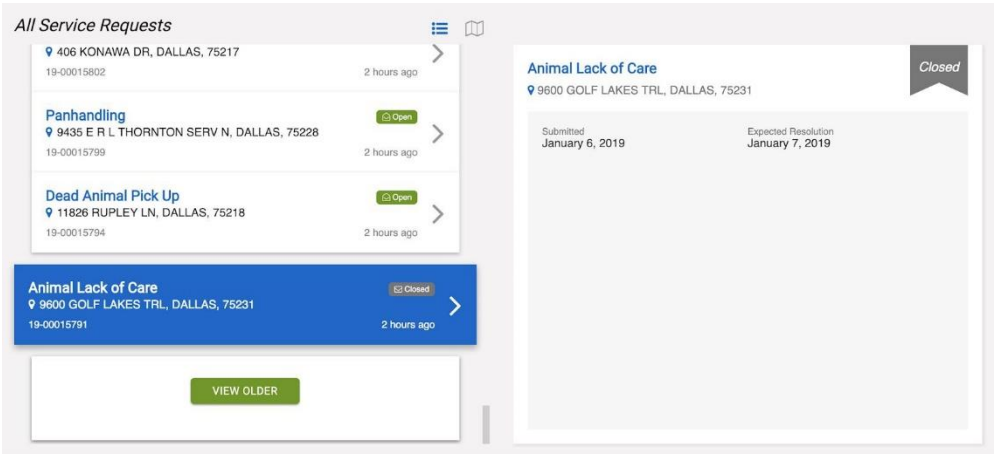
In the screenshot above, the user can click on the Sign In button and will be presented with the login screen that has options to login with their existing email address and password, or they can click the Sign Up link to create a new account. Standard functionality to reset a forgotten password is included, and email validation is a standard part of the process.



For customers to access the self-service portal, we use the Salesforce Customer Community portal that allows for three different types of self service users from the public:

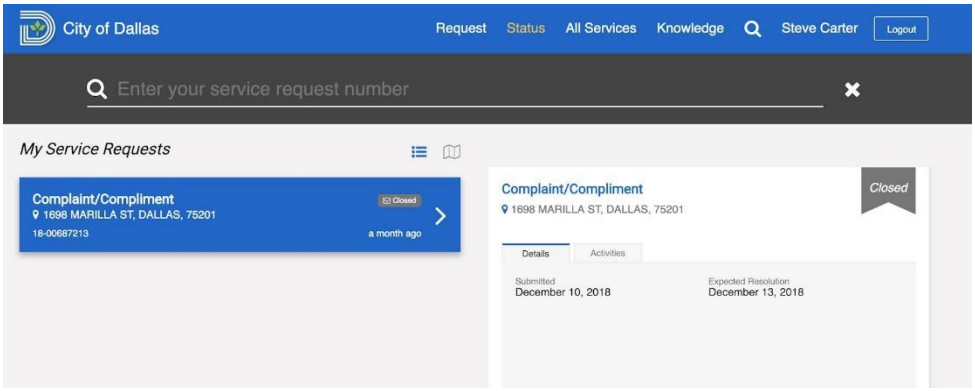
- **Portal Account users** - for customers who want to create a Sacramento self service portal login account. This license is priced per customer log in to the portal per month.
- **Portal users** – for customers who will provide their contact information when making service requests but will not create a user login account. This license is for unlimited use by portal users who do not log in.
- **Anonymous users** - for customers who want to remain anonymous when making service requests or viewing self service portal information. This license is for unlimited use by portal users who want to be anonymous.

A primary difference in the self service web portal user experience is the information and details presented when the user is anonymous and when they login. In the example shown below, an anonymous portal user who has not logged in, can view the service requests that have been submitted, and when clicking on the list on the left side of the portal, a window to the right shows the details. In this example, the service request of 'Animal Lack of Care' shows a status of Closed and the details shown are only the location, SR number and expected resolution date.

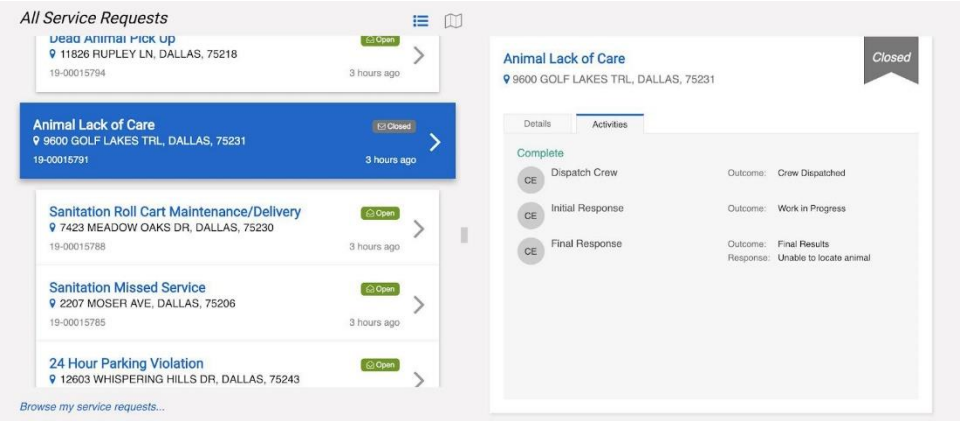


After a user logs in to the self service web portal, they begin to see more information. Browsing the list of existing service requests, the user can view only their submitted service requests, or look at all public service requests available for viewing on the portal. After the citizen logs in to the portal, their name is displayed and they can view their service requests. In

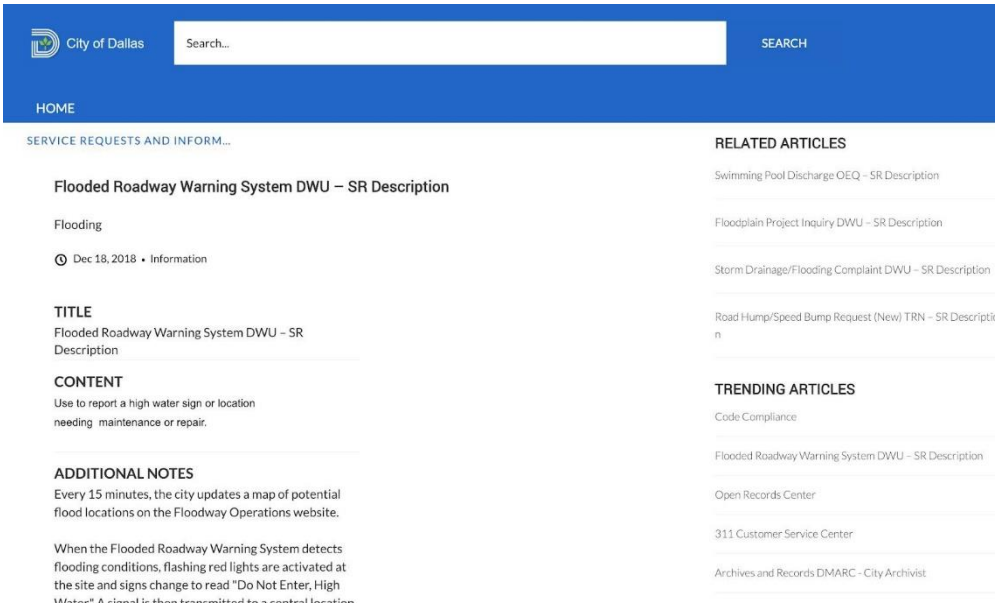
this example shown below, additional information if available and the details window on the right displays details and activities for their service request.



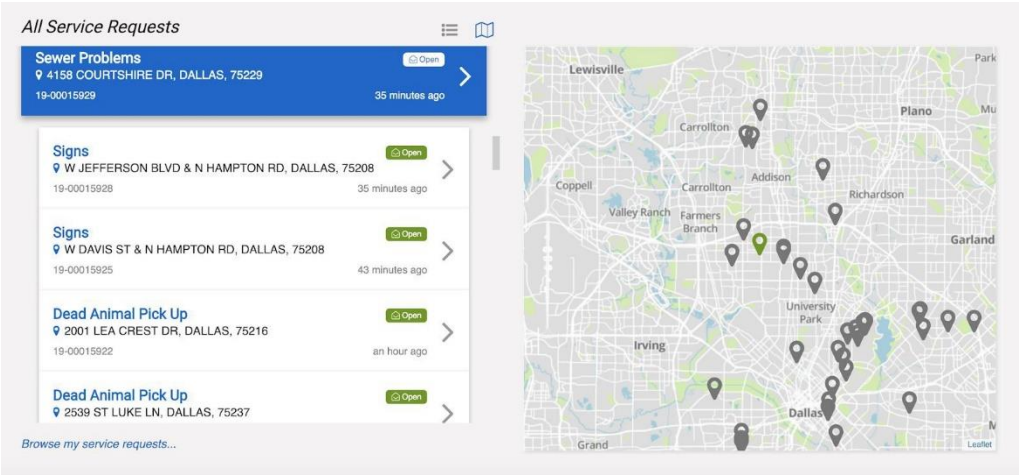
Clicking on the Activities tab in the right details window, the user can now see activities scheduled to resolve the issue with the outcome displayed for each activity.



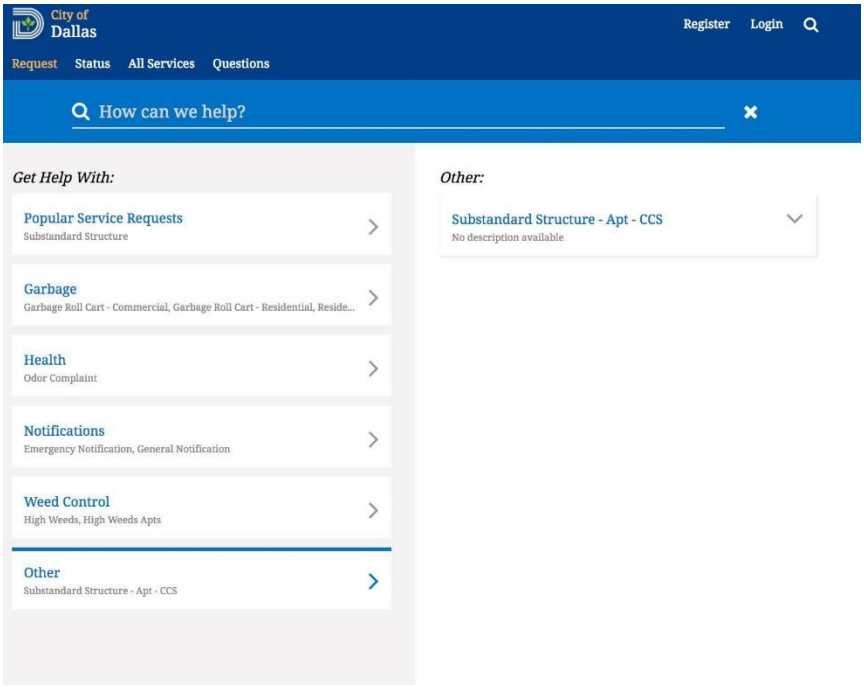
Another key feature is the ability to display information alerts, notifications and provide public access to the City Knowledge base. If the user clicks on the Knowledge menu choice, the portal changes to display information on the topic selected, a related article or trending article from the public Knowledgebase.



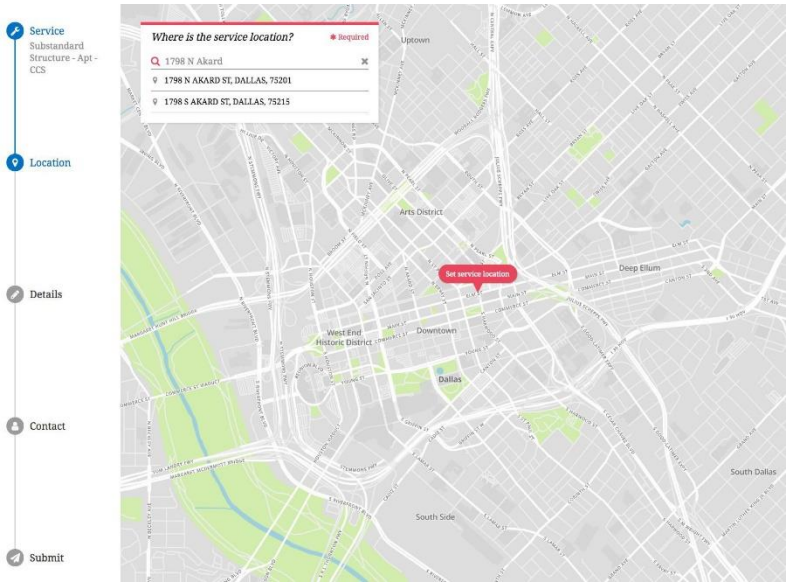
A popular view is to display existing service requests reported to the City using a map view. Portal users are given two icons to select a list view or a map view. Clicking on the map view will display service requests near their location that the map will try to center on. Clicking a service request location icon on the map will highlight the related service request type and status in the window list on the left.



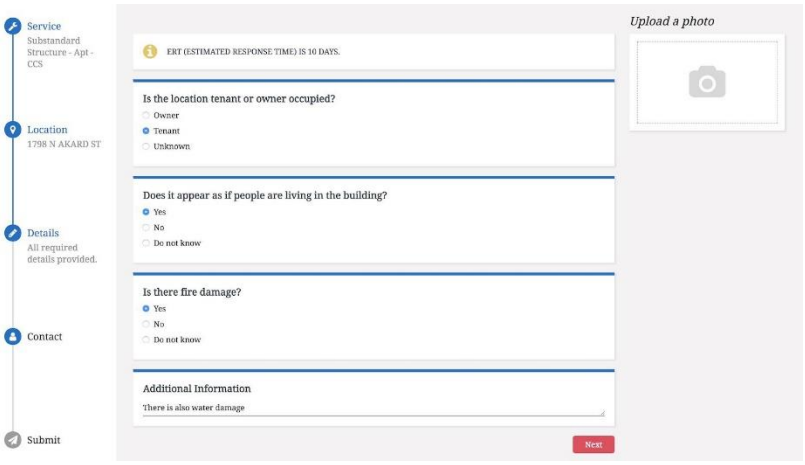
As shown below using examples from one of our local government customers, the Capsule Web Portal provides an easy to use and navigate user interface to guide the options Citizens have to report a new service request, create a Portal login account and monitor the status of their existing service requests.



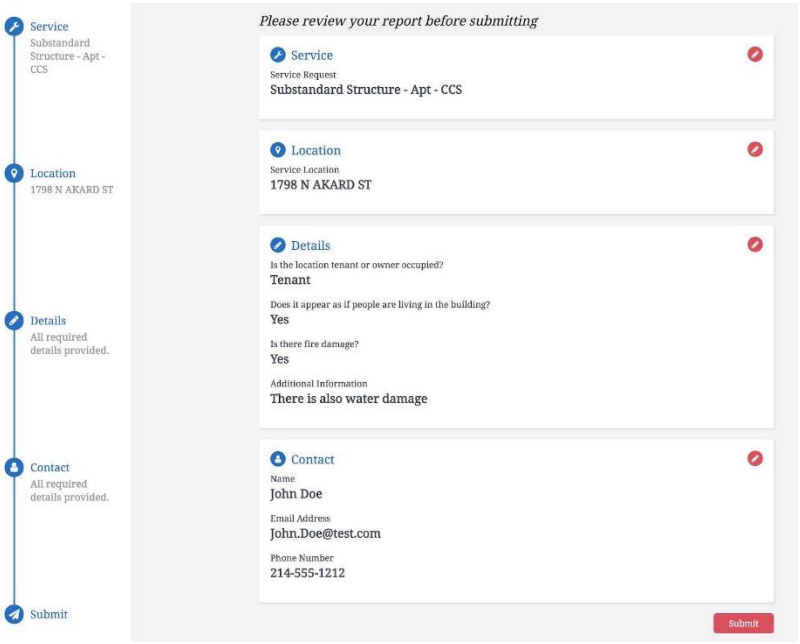
The user experience on the Web Portal includes a step by step guide on the left to let citizens see their progress to making and completing their service request. After picking the type of service request they would like to submit, they are prompted for the location of the issue.



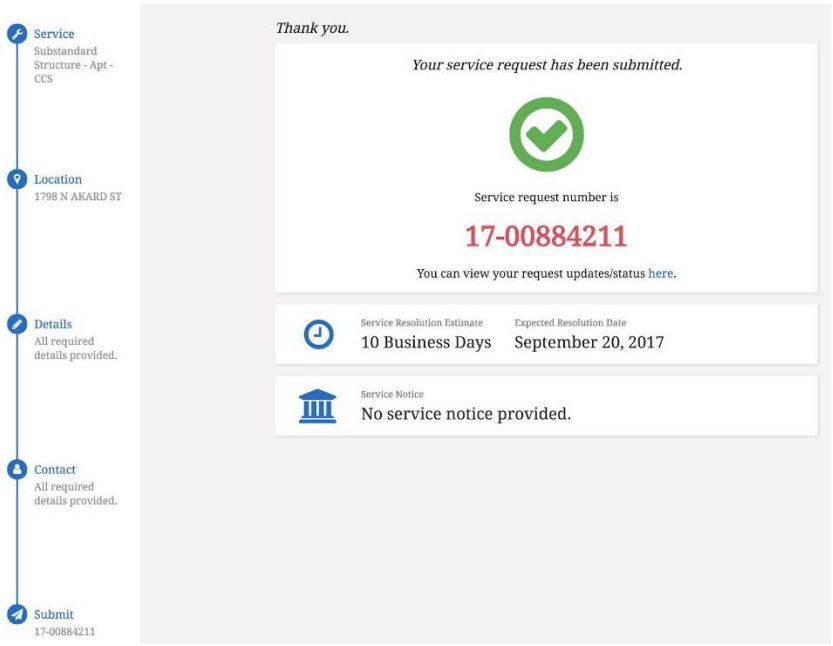
After the location is determined, they are prompted for any specific detail information related to that service request type that is needed by the responding department to begin their response and clarify the nature of the problem.



After providing their contact information, the customer is presented with a summary of their service request prior to submission.



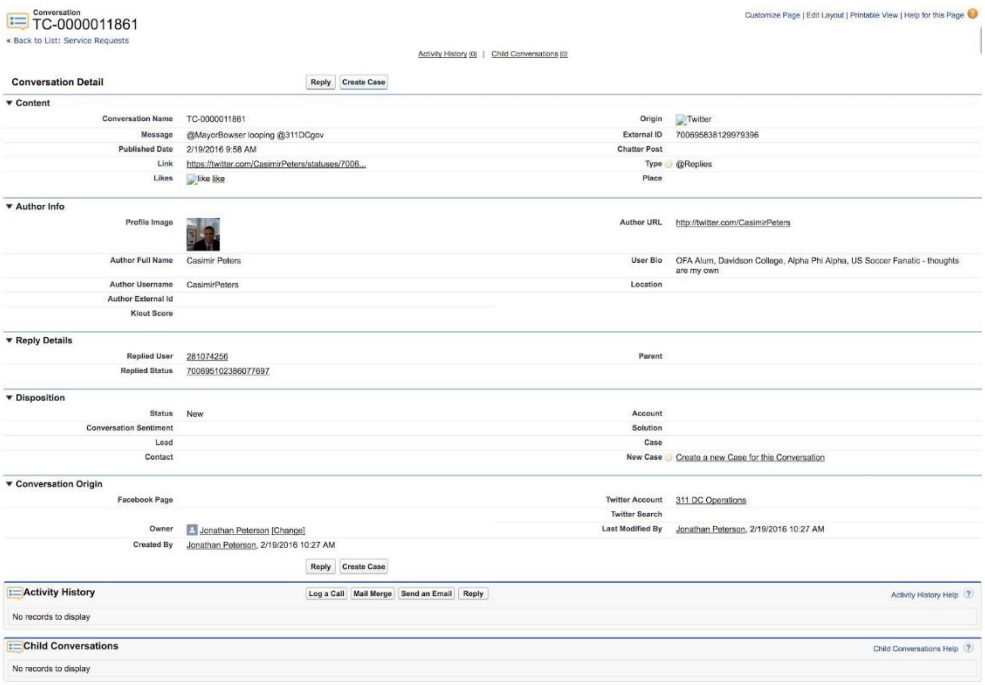
After submitting their service request, the customer is presented with a confirmation message with their service request number, a statement of the expected service delivery and resolution time frame and any related information the CRM team would like to provide to the customer about the service requested.



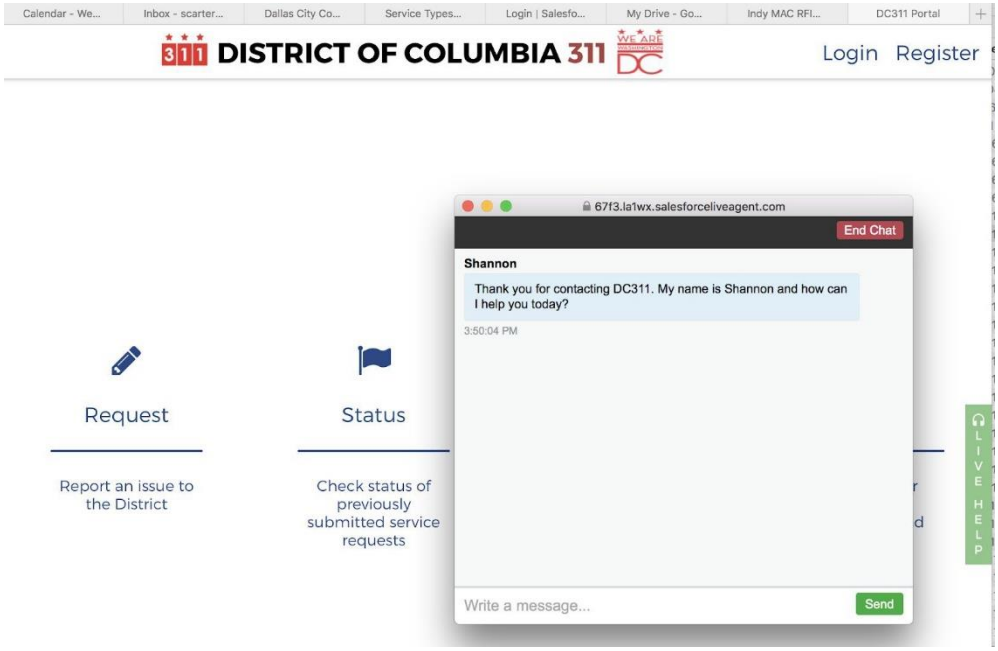
Social Media - Salesforce's ability to manage citizen communications across a broad range of communication channels is unmatched in the industry. Traditional channels such as phone and email are mapped back to the citizen contact instantly and automatically via an agent console. Contact center agents immediately see all communications with a citizen across all channels, and have the context they need to speak intelligently and accurately with the citizen.

In addition to phone and email automation, Salesforce is on the cutting edge with integration to social networking technologies, such as online chat, Facebook and Twitter. Salesforce can engage with citizens across all these channels concurrently, and still sustain a single communication thread with the citizen. New cases can be created from phone calls (using the Agent Console) and from emails or social media posts. Agents can review inbound requests from social media or email, and create the required service requests or cases as needed. The screenshot example below is from the DC311 system, a supervisor can review a tweet and then take the following actions

- Reply, Review Status, Create Contact etc
- Create a Service Request (Case)
- Review Activity History and Linked Conversations



Online Chat – Our solution leverages Salesforce's reliable, scalable and secure Live Agent capability to support Online Chat.

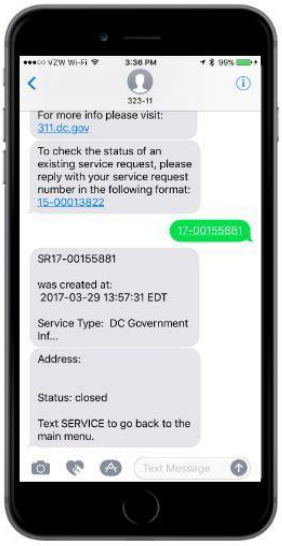


Key capabilities of the online chat include:

- Live Agent lets service organizations connect with citizens or website visitors in real time through live chat
- The Live Agent tab displays a homepage that lets the City's agents quickly review recent chat transcripts and visitor records and launches the Live Agent console

- The City can initiate a personalized live chat, based on how a citizen interacts with the site
- Chats can be quickly routed to the right subject matter experts for faster resolution
- Agents can provide answers using keyboard shortcuts to pre-written messages
- Co-browse allows both the citizen and the City's agents to engage in a fully interactive co-browsing session; both participants can click, scroll, type and browse, all in real-time

Intelligent Conversational Chatbots – The Capsule supports interaction with intelligent chatbots using text messaging as a channel for citizen engagement. Citizens can interact with the CRM system using texting and the Capsule Open311 API to ask the citizen the right questions in text messages and lead the citizen through the steps and information required for each type of service request they want to report.

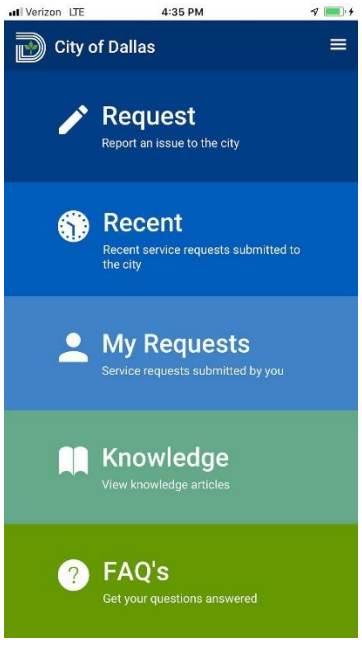


The texting-based chatbots allow citizens allow citizens to:

- Create service requests
- Check status of an existing request

At present, existing capabilities are limited to integration with text-based chatbots, but Salesforce provides the ability to connect to a variety of Chatbots and other intelligent virtual assistants. Chatbot Connectors are readily available on the Salesforce AppExchange.

311 Capsule Citizen Mobile App - The 311 Capsule mobile app for citizen use is part of the Self Service capabilities of the Capsule that provide a unified customer experience for citizens across both the web and mobile channels with a single configuration. The Capsule includes self-service mobile apps for Android and iOS, which utilize the existing service request configurations done by CRM administration staff for each type of service request. As shown in the screenshots below, a citizen can choose a service request type and view information about the service and an expected resolution time frame.



Key features of the 311 Citizen Mobile App include:

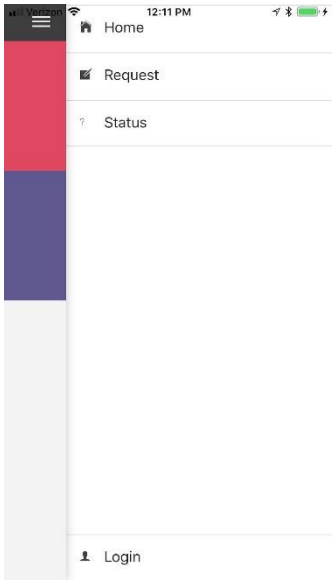
- Make a service request using their phone where the 311 Mobile app will guide the citizen through the process using the phone GPS and camera to attach photographs as needed.
- View Recent service requests submitted to the City, with list views and map views of service requests and their status.
- Citizens who login with their account username and password can filter to only view their service requests.
- Access the public view of the 311 City Knowledge base from the mobile app with information, alerts and notifications for public viewing.

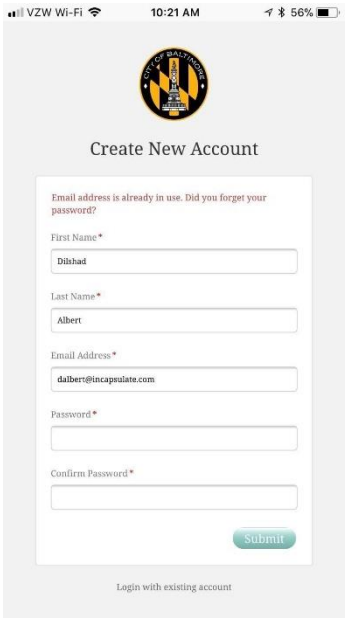
- Access answers to frequently asked questions to 311 and view information on reference materials and other commonly viewed articles.
- After choosing a service request type, the mobile app centers the map on the location using the GPS of the mobile device.
- Alerts and notifications related to submitted service requests will appear on the mobile home screen.

Key functionality of the mobile app out of the box allows the user to:

- Create a login account
- Browse a list of available service request types to submit
- View the status of their requests.

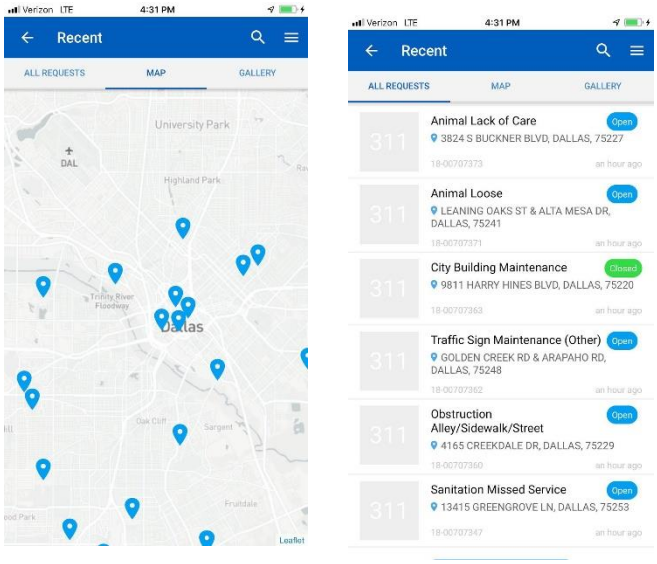
The screenshots below show the basic menu of the Mobile app and the create new account screen displayed with the user logs in to the app for the first time.



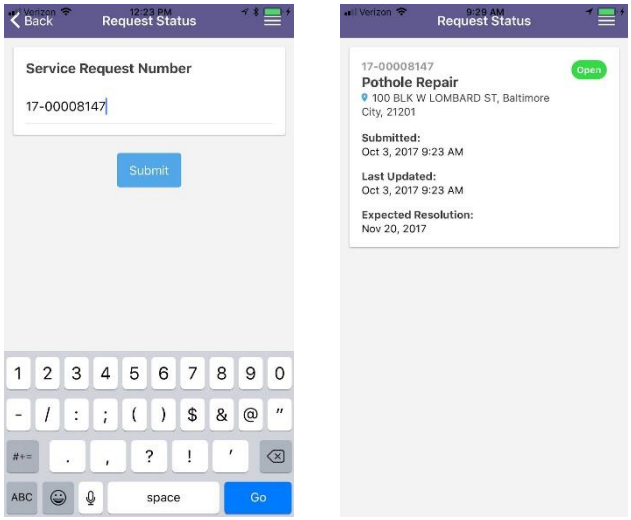


Users can use the app anonymously if the CRM's business rules for that service request allow it. After users have created a login account, their information will automatically added to any new requests if required. Standard user account functionality to reset their password and edit their information is provided by the mobile app.

Recent and My Requests Status - Citizens can choose to view all service requests submitted to the City or just their own submitted service requests, viewing them in lists or on a map. This is consistent with the user experience on the self service web portal and helps the citizen easily move from one channel to the other without a different look and feel of how to navigate the self service options on the web and via their mobile device. On the Recent screen of the 311 mobile app, the user can select to see All Requests, Requests on a Map, and Gallery of submitted service request with attached photographs.



If they use the Status menu option, they can find the status of an existing request already submitted to the CRM.



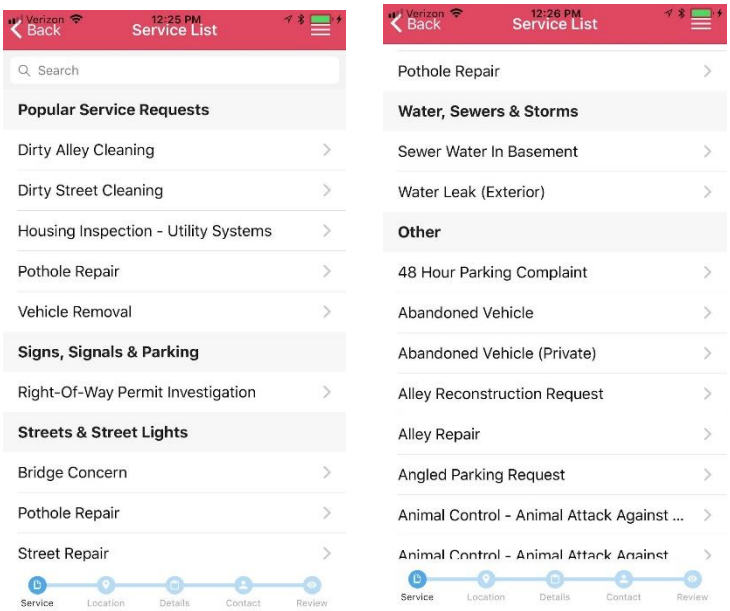
Using the Capsule API to the CRM system, the mobile app requests and receives the latest status information about the service request. The actual information displayed is dependent on the ability of the CRM API to provide service request status information and details.

Report a Service Request - From our experience with other CRM projects to support contact centers, we know that the primary use of the mobile app is to submit new service requests and our mobile app is designed to take advantage of two key tools on the mobile device - using the GPS location services of the mobile device to 'put a pin in the map' based on where the mobile app 'thinks' it is and using the mobile device camera to submit picture(s) or video of the issue.

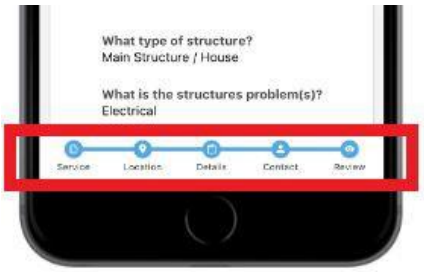
This is a best practice feature designed into our application since there is ample evidence that the attached photograph and the automatic GPS location coordinates could be the best quality and most accurate location information ever received from a citizen while making a service request, and we have designed our app to utilize this information easily and efficiently.

After choosing to report a request, the user is presented with a list of service requests that can be displayed multiple ways:

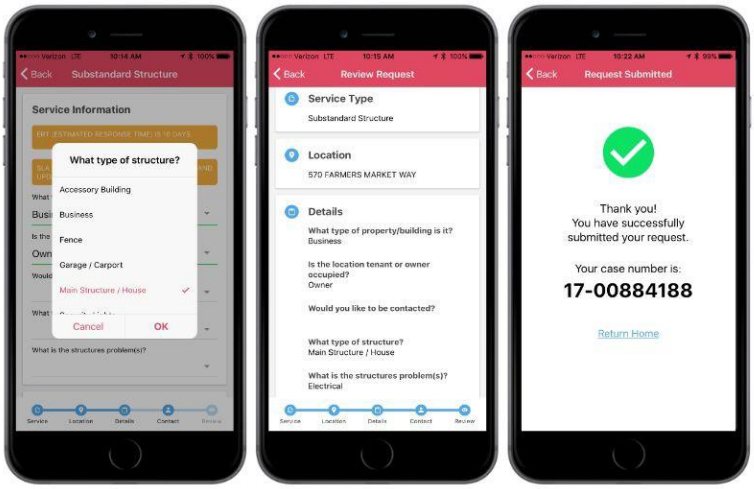
- Popular Service Requests based on user activity (shown on the left below)
- By category groups (shown on the lower left below)
- By a list of service request types in alphabetical order (shown on the right below)



The list of service request types shown on the mobile app and the user can scroll easily from the top to the bottom of the list. Of note is the Incapsulate mobile app user experience where a step by step progress monitor is displayed on all screens for the user to follow their progress to completion.

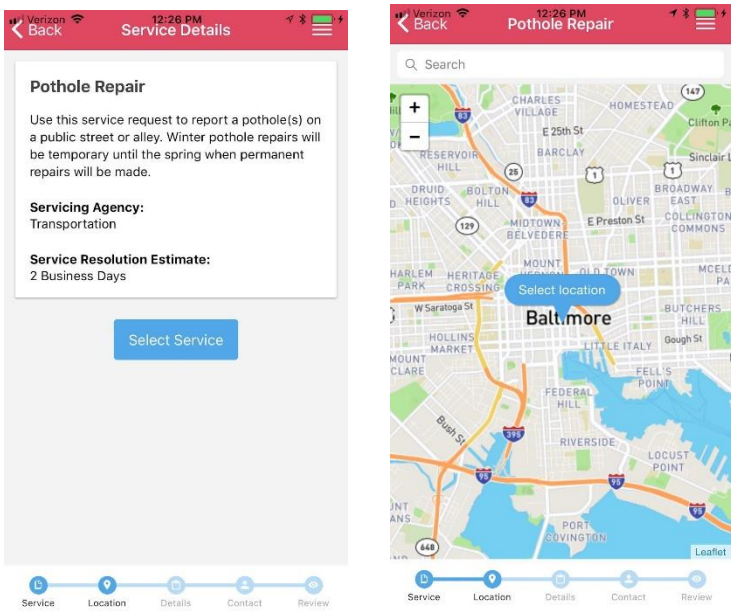


The set of screenshots below show the progress bar at the bottom of the screen until the request is submitted.

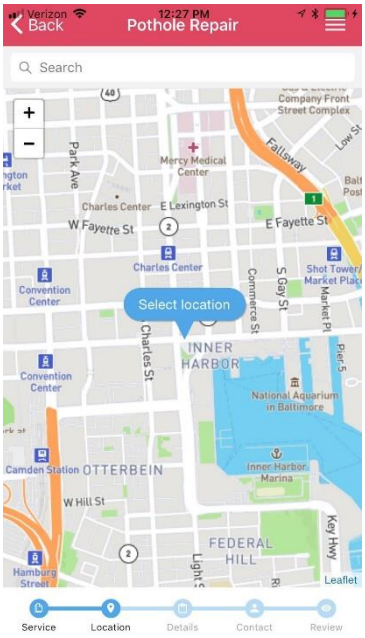


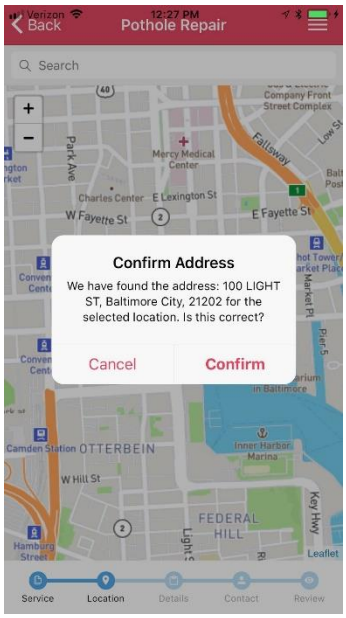
After the location has been confirmed, the mobile app then provides the required questions and other answers to complete the service request. All information is presented for confirmation and then the case number confirmation message is displayed to the user.

After the user picks a service request type from the list, they are presented with the Service Details screen showing a description of what the service entails, which agency provides the service and what the expected resolution time would be based on Department business rules. The user presses the Select Service button and the location screen is displayed next.

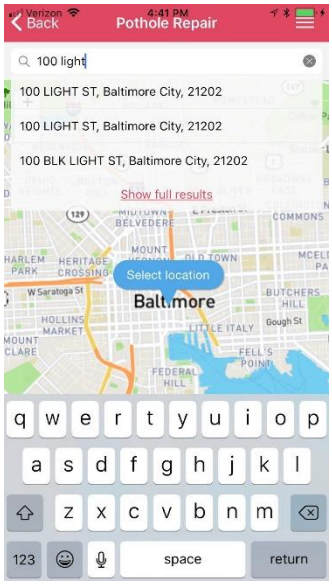


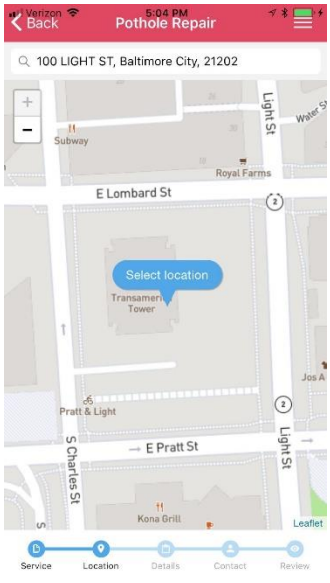
Key features of the Incapsulate mobile app are the ability to refine and zoom into the exact location of the issue being reported. With the mobile app centering the map on the location of their mobile device, they can zoom in or out, and move the Select Location pointer to exact location and the user is then prompted to confirm the location address found at that point.





Another level of detail related to location of the issue is the ability to also type in a street address and do a search. Using the API to the CRM solution and the GIS address location validation services, the user can see a list of possible valid address matches to the street address they are searching for as shown below.



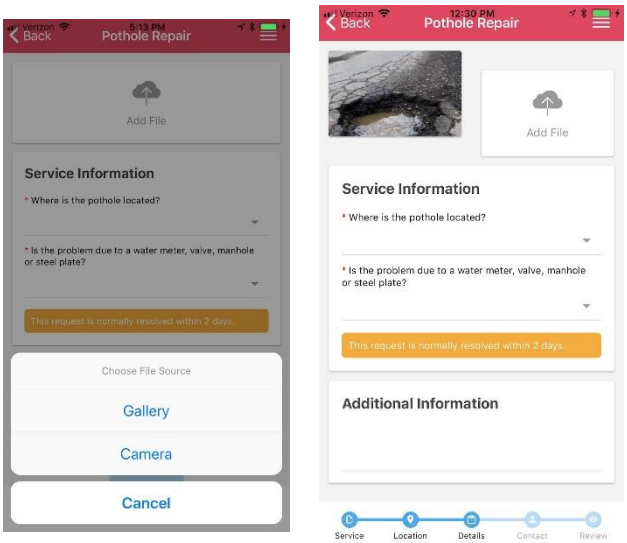


After the address search, if the user chooses one of the choices off the list, the map will zoom to that location so that it can be selected for the address of the service request. After confirmation of the location is complete, the details of the service request can be captured using the screen displayed above on the right. The key components of the details screen include:

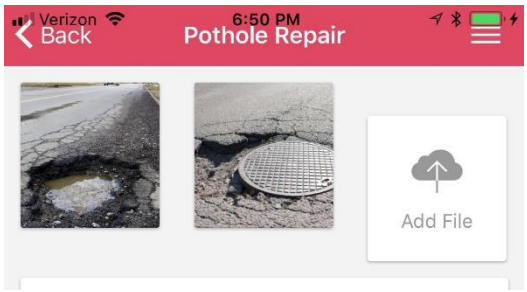
- Add attachments to the request (pictures, videos, files)
- Service information detail questions that are unique to the type of service request

- Information alerts and instructions to the citizen that are unique to the type of service request
- Additional information that a user can manually enter as text describing the issue

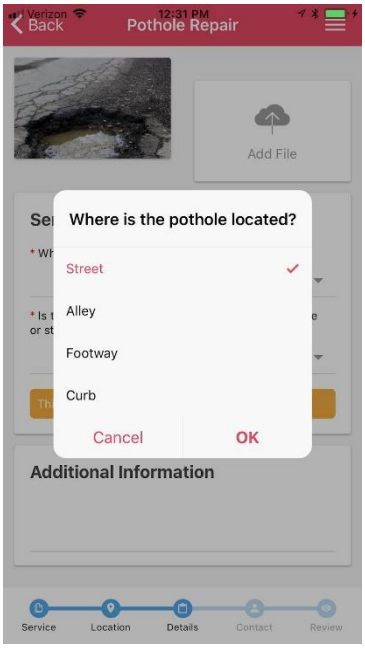
The mobile app attachment feature lets users take a picture and attach it, or they can select a picture from their camera gallery of existing pictures to use and attach.

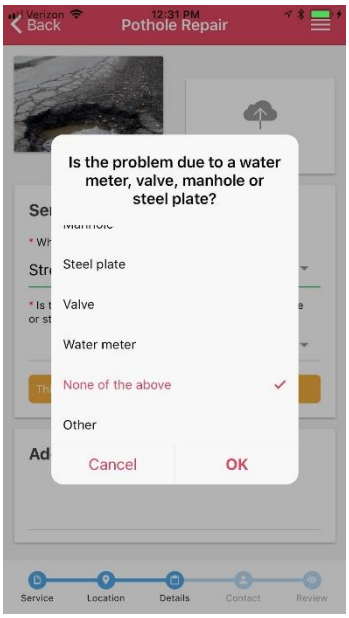


If users want to submit more than one photo or video, the app allows that as shown.

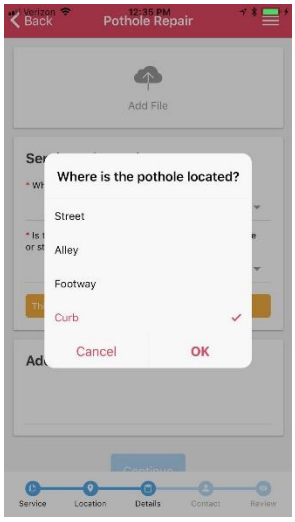


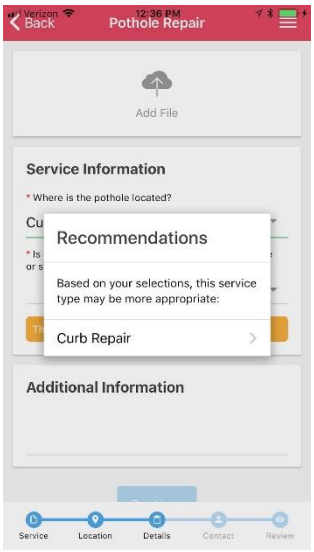
A key feature of the Incapsulate mobile 311 app is the ability to ask questions about the service request type with a quick pick list of choices for the user to select to answer the question. The questions being asked or the information statements made are being pulled from the CRM via the API. In the example screenshots being shown from our current project in Baltimore 311 for their mobile app, the questions have been designed and built by the departments who will be responding to the request and resolving the issue.



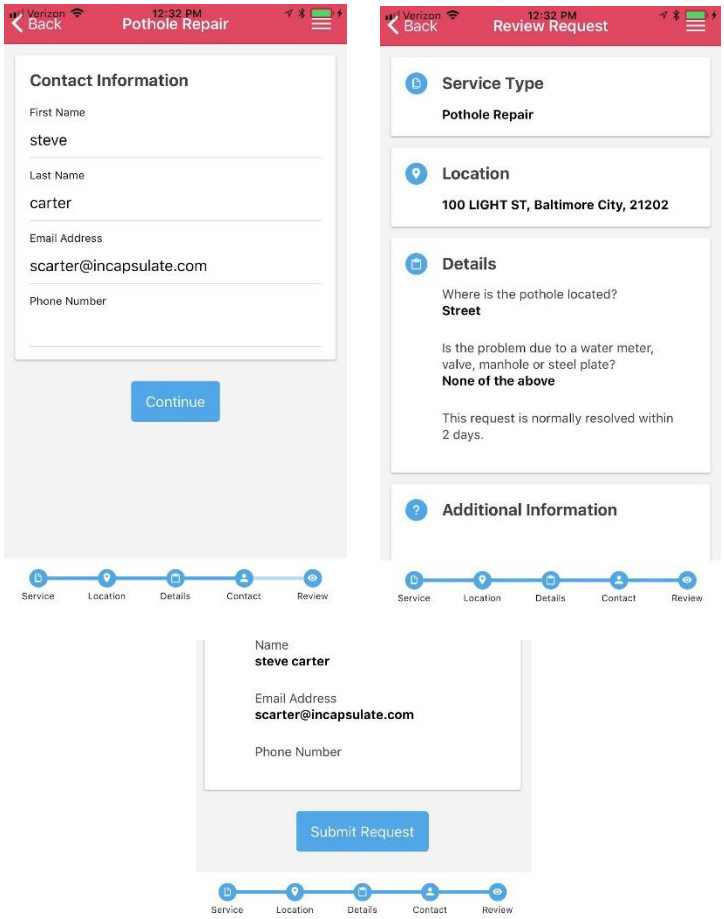


Based on the capability of the CRM API, the Incapsulate mobile app also has the ability to guide the citizen with recommendations based on the answers provided. Based on our experience with other CRM systems and mobile apps, the ability to let a citizen not have to worry about distinguishing the difference between a pothole in the lane and a pothole near the curb, the system can make recommendations as shown below and change the type of service request automatically.

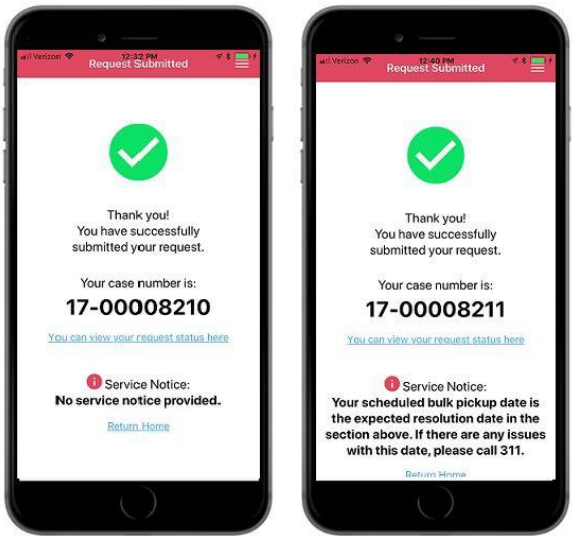




As shown above, when the user selects the answer that the pothole is located near the curb, the system could recommend a change to the Curb Repair service request type. After the user confirms their information and clicks the Continue button, they are given a final review of the service request details before the are ready to submit.



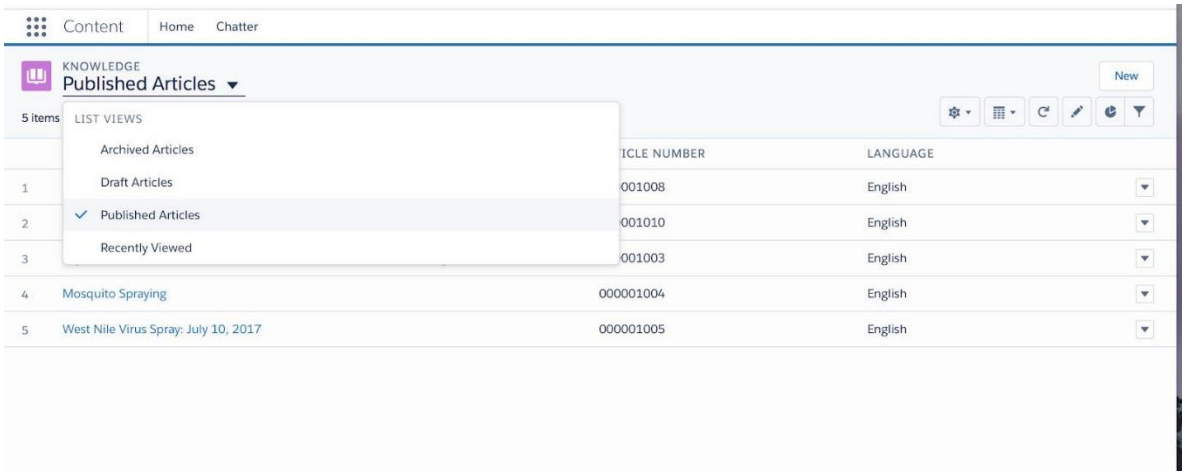
The final step after submitting the request to the CRM is the confirmation message with the information provided via the API from the CRM solution of the created service request number. From the two examples shown below, the messages can vary depending on the type of service request as configured in the CRM.



Knowledge and FAQs - The final components of the 311 Citizen Mobile app are the links to the public Knowledge base and FAQs. As with creating a service request, the user experience on the 311 mobile app is very close to using the Self Service Web Portal to provide a consistent user experience when using both self service options.

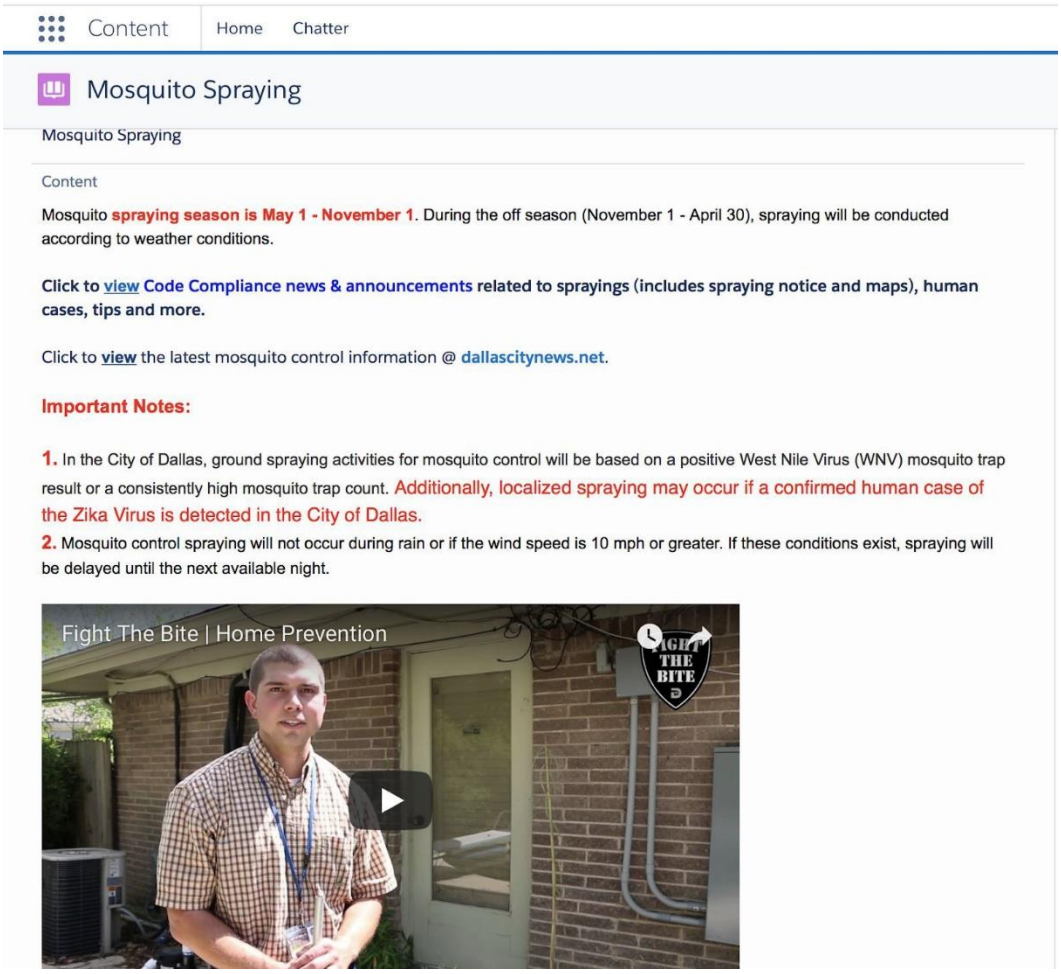
Knowledge Base Creation and Management - Our knowledge management system includes these key features:

- **A private and public knowledge base.** With a knowledge base, you can share expertise with citizens and customers via an online channel. Within this feature, the CRM can easily set up different knowledge base views including creating a citizen-facing view and a separate internal view. Publish your entire knowledge base, or just portions of it. With this powerful knowledge management tool at their disposal, citizens can get the answers they need without agent assistance.
- **A knowledge encyclopedia.** Knowledge lets you build a storehouse of information to help agents address issues quickly and accurately. As a result, citizens get better resolutions, and your service team improves efficiency, while reducing costs.
- **Intuitive browsing and searching**. Categorize articles in a way that makes sense for your organization. Salesforce Knowledge has advanced search capabilities that help agents and citizens quickly identify the right articles, so that even new agents can resolve citizen issues rapidly.
- **Administration.** Salesforce includes a multilevel article-review process to ensure the quality of knowledge-base information. It's easy for anyone to create articles with our knowledge management tools, but only authorized users can review and publish them.

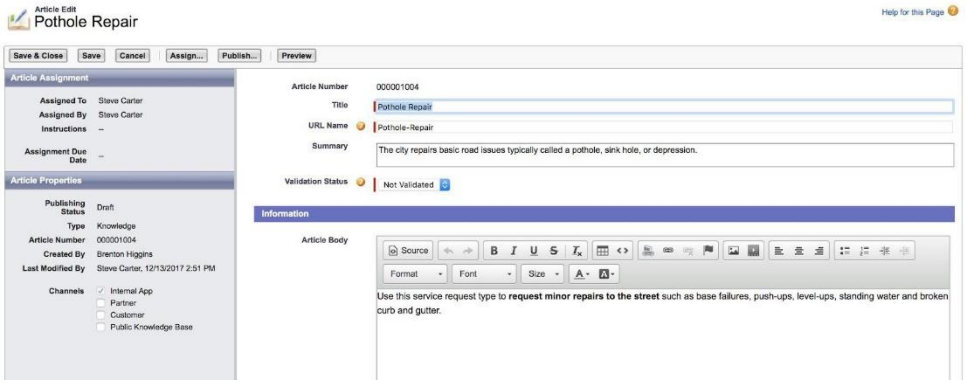


- **Workflow.** You can tailor our knowledge solution to support specific workflow rules and automated knowledge-base management. Alerts and automatic task assignments notify appropriate administrators when prompt action is required.
- **Multilingual Articles.** Global service teams can support citizens in their local languages. The CRM team can write (or translate) and maintain articles for common service issues, so that citizens get consistently excellent support no matter what language they speak.
- **Suggested Articles.** When self-service users file support cases, Knowledge can automatically present related articles to help solve their issues immediately. Suggested articles also help agents find answers, so that new agents can serve citizens like old pros.
- **Knowledge ratings.** Knowledge contains powerful analytics that let you monitor the effectiveness of various knowledge management tools and solicit feedback from citizens as they access and explore articles.
- **FAQ.** A searchable list of frequently asked questions (FAQ) is a great way to reduce repetitive work, and speed resolutions. With just a few clicks, Salesforce Knowledge lets you create and post FAQs for either your internal team or your citizens.

An example of this is shown in the screenshot below where the Knowledge article can contain text, links, photos, graphics, and embedded video.

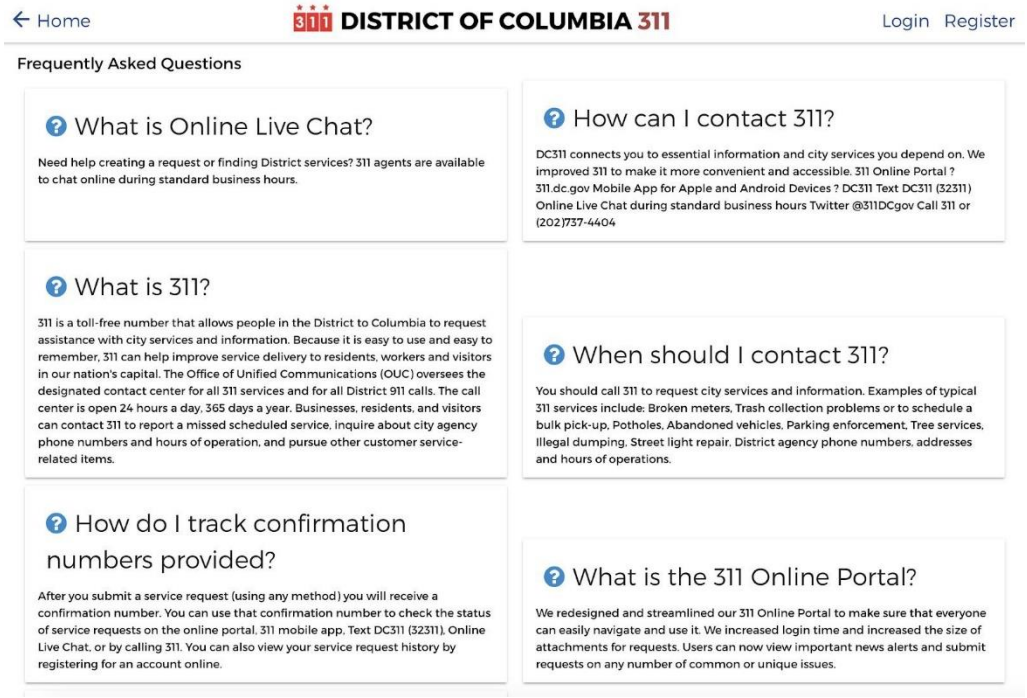


Incapsulate has a unique approach to creating and using knowledge designed with CRM in mind - presenting contextual information to the user based on what they are doing. The screenshot below shows the knowledge authoring tool where content can be created and edited, with multiple options to tailor the content for the intended audience based on the Article properties settings, channels and privacy settings.

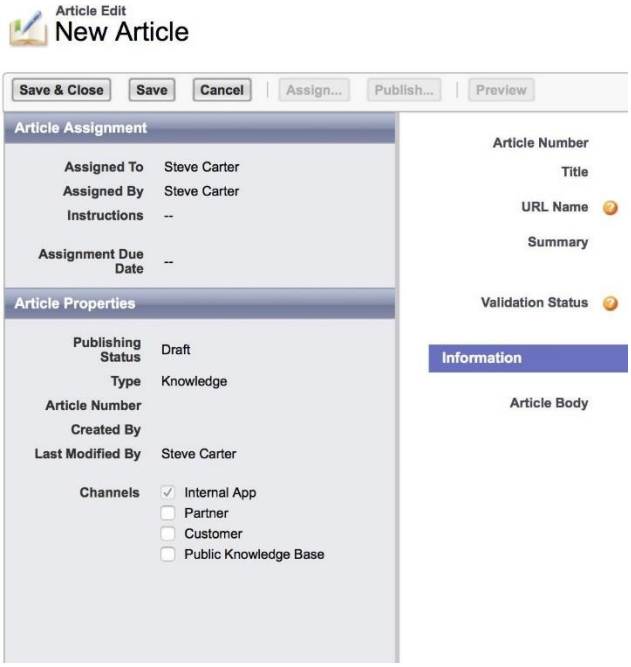


Incapsulate has worked with all of our CRM customers to integrate their Salesforce Knowledge articles into their public facing website. The screenshot below shows the Washington DC 311

constituent view of Knowledge that is available for view by external citizens via the web portal or mobile apps.



With the Salesforce Knowledge content authoring feature, the Knowledge administrator can easily set up different knowledge base views including creating a citizen-facing public view and a separate internal private view so you can choose to publish your entire knowledge base, or just portions of it. With this powerful knowledge management tool at your disposal, citizens can get the answers they need without agent assistance. The process to identify the specific audience for the knowledge base content article is done by setting the article properties and checking the appropriate channels to display the content for each intended audience.



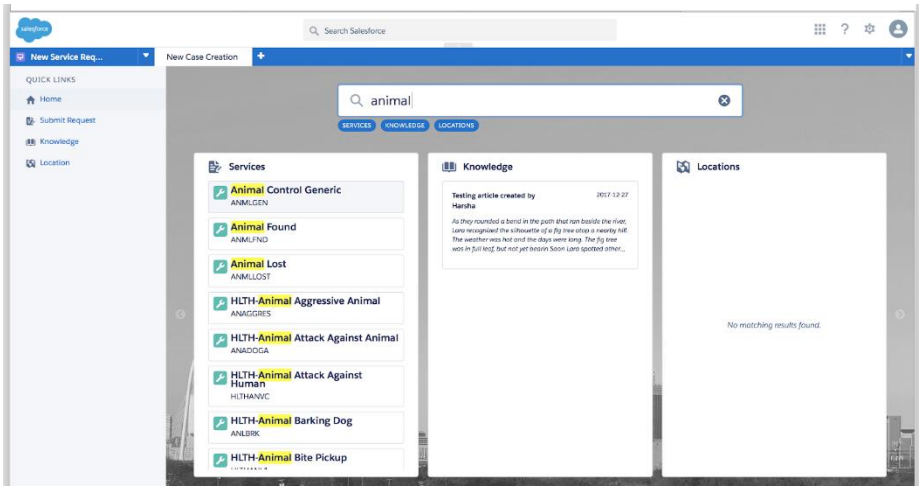
This approach allows the CRM KM administration team to choose how they want to extend the knowledge base to your internal and external website. And to ensure an effortless citizen experience, knowledge is accessible from any mobile device.

Knowledge Search - The Incapsulate CRM Agent console has integrated the Salesforce Knowledge Base into the desktop to present relevant information based on searched terms

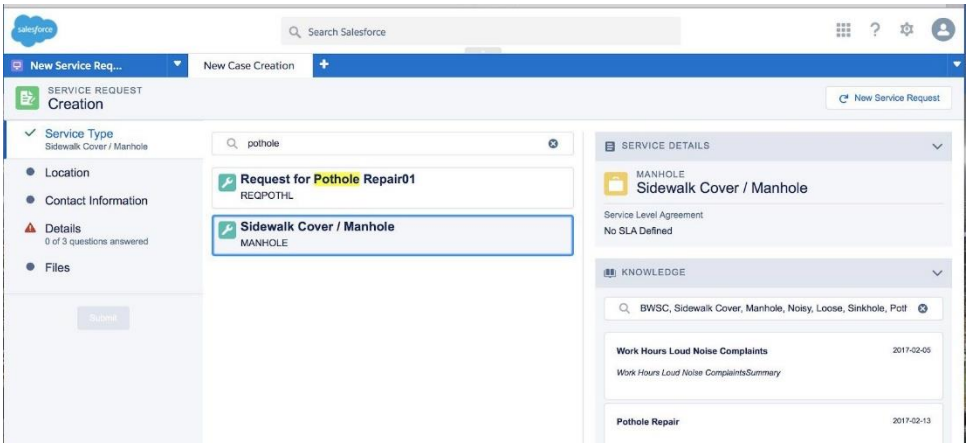
and keywords. The patented knowledge base technology enables contact center agents to pinpoint what's relevant to the citizen.

The design of the Agent Console is aimed at simplicity, and using context to present appropriate information to the agent at the right time. The key to the Capsule Interaction interface is the clean and simple design of the universal search box that will present information on service request types, knowledge or location based information related to the search terms.

To illustrate how the Knowledge search box works, in the screenshots below we will show how the user can search on 'animal' and with the service, knowledge and location buttons enabled, will see three lists of matching service types, knowledge articles and locations (if any).



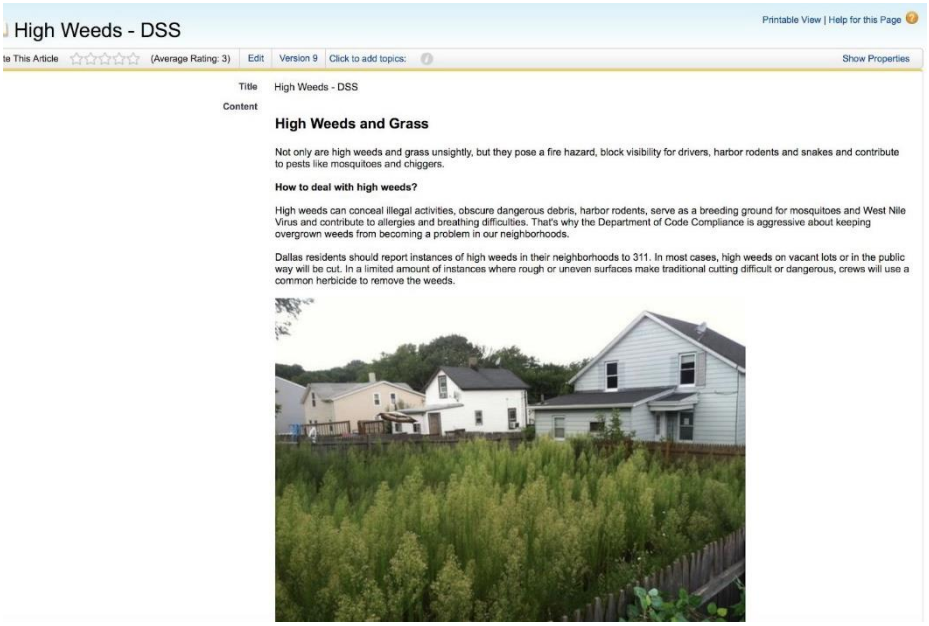
Knowledge search is also done automatically without agent effort to provide reference information that may be useful during creation of a new service request. After the agent decides to create a service request type, the Capsule Agent Console provides guidance to the agent, showing the service creation list options as enabled or required on the left, and related Knowledge Base reference information on the right as shown below.



Salesforce knowledge pre-filters articles using advanced dimensional capabilities so that agents only see articles relevant to them and don't waste time searching. And with the Service

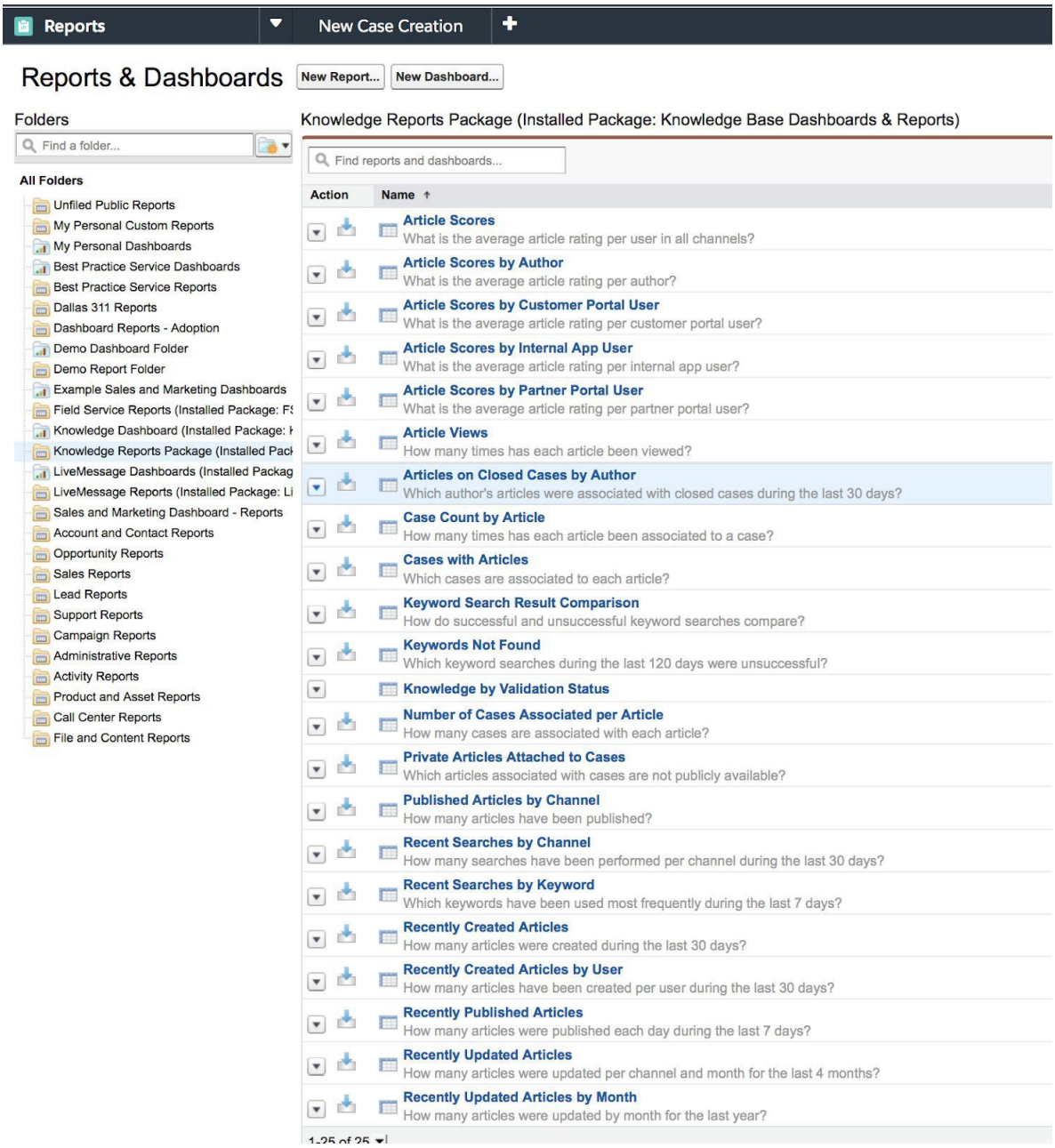
Cloud Console predictive intelligence, the right knowledge articles are pushed to agents, maximizing productivity and ensuring fast case resolution times.

In addition, this same knowledge base can be exposed to the web and social media channels to improve call deflection rates and ensure the organization is delivering a consistent message no matter what channel the citizen chooses to engage. Salesforce provides tools for knowledge analytics and widgets that keep your knowledge resources up to date and exposed to the proper channels. The KM administration team can design knowledge article templates such as How Tos, FAQs, etc. and link to external knowledge sources using a rich text article publisher. The following screenshot displays a knowledge base article with imbedded photograph to help illustrate the High Weeds service request type.



Knowledge Reporting and Dashboards - The Salesforce CRM comes with many reports and dashboards related to Knowledge Base usage, statistics, and access. Here is a screenshot of the Knowledge Management Dashboard to illustrate what would be visible in a Knowledge Dashboard.

Here is a list of the sample started pack of reports for Knowledge that come with Salesforce.



Appendix B: 311 Capsule Services Acceptance Checklist

311 Capsule Acceptance Criteria

Item	Description	Assumptions
Service Request Configuration	Incapsulate will configure batches of 20 of the service requests (and provide support for an additional 30) in the 311 Capsule. Service request configuration includes: • Service Request Type name & description • Questions (only data types present in legacy system) • Activities • Queue assignments • SR create, update, and closure email template • Survey • Mobile availability and descriptions • Service Request Type categories for mobile • Service Request Type departments (i.e. agencies)	• Change management, SR modification, rationalization or analysis is not in Incapsulate's scope of work. This does not prevent the City from refining or adjusting previous business processes before sharing them with Incapsulate for configuration in the 311 Capsule. • After UAT is complete, the City will agree not to make any revisions to service request configurations until post-Go Live • The City will provide a new Salesforce Org and the required licenses one (1) week before project kickoff
Duplicate Detection Parameters*	Ability to determine potential duplicates based on duration (days/hours), proximity (radius), service request status, location street, and even additional service request types	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Citizen Email Correspondence*	Ability to send automated email to citizens	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Queue Routing*	Ability to determine a service request owner based on complex criteria (location, question responses, activities, outcomes, etc.)	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Recommendations*	Ability to recommend a more appropriate service request type to a user based on a response to a question	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Dependent Questions*	Ability to hide or display question(s) based on question responses	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Reallocations*	Ability to change the service request owner (queue/user) but maintain the current SLA and SR#	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Transfers*	Ability to change a service request type if needed, which can start a new SLA and change the owner while	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness

	maintaining the original SR#	
Activity Auto Creation*	Ability to configure activities that create without the need for configured workflows; ability to use workflows to create activities as needed	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Outcome Questions*	Ability to capture question responses during resolution based on a specific activity outcome	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Service Request Auto Creation*	Ability to auto-create service requests based on complex criteria (location, question responses, activities, outcomes, etc.)	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Outcome Actions*	Ability to automate outcome actions that can drive transfers, reallocations, closure, and creation	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Service Request Availability*	Ability to configure a service request availability based on operational seasons, business hours, and API-only availability	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Default Inputs*	Ability to set system defaults for question responses, activity outcomes, and outcome responses	• Only configurations for existing AS-IS functionality will be included for Go Live Readiness
Public Facing Web Portal and Mobile App	Incapsulate will provide a Public Facing Web Portal and Mobile App	AS-IS 311 Capule mobile app will be delivered as defined in Appendix A of SOW Assumptions: • Capsule mobile applications implemented with minimal branding (Header with Logo and Footer only) • Push notifications and Live Message not in scope • Native iOS and Android public facing mobile app for users to submit a SR and check status

** New 311 Capsule service request configuration features will be demonstrated using a single Incapsulate test service type for testing & acceptance.*

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	3/14/2019
		Clerk's File #	OPR 2019-0293
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	RFP 4481-18
Agenda Item Type	Contract Item	Requisition #	SEE SBO
Agenda Item Name	5300 CARAHSOFT SALESFORCE LICENSES		

Agenda Wording

Authorization for purchase and annual support with Carahsoft Technology Corp. for the Salesforce CRM licenses in support of the Incapsulate CRM Replacement. This is a 1yr contract. May 1, 2019 - April 30, 2020. Contract is $69,748.16 inc. tax.

Summary (Background)

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane311 and the Mayor's Office. Our current Microsoft Dynamics version 2013 is outdated and restricting our ability to integrate with other products, such as our online chat system, requiring manual data entry of these chats into CRM by the agent. It is no longer supported beyond security updates, and those will end in 2020.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	$ 69,748.16	# 5310-73100-94000-56403
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	**Study Session**	Public Safety 4/8/2019
Division Director	FINCH, ERIC	**Other**	
Finance	BUSTOS, KIM	Distribution List	
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing	PRINCE, THEA	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Carahsoft - stephen.dickerson@carahsoft.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Carahsoft provides government pricing whereas Incapsulate who also resells Salesforce licenses does not provide government pricing.

Summary (Background)

There are also known memory leak issues (Dynamics is Internet-browser based) that are causing a significant reduction in productivity with our agents. As such, a Request for Proposal (#4481-18) was promulgated in September 2018 with the intent to upgrade or replace. A formal selection process was conducted resulting in a clear front-runner with a company called Incapsulate whom utilizes the industry CRM leader product Salesforce. Funding will be through IT Fund Capitalized Software.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List	
My Spokane - ccortright@spokanecity.org	
IT - smccarrey@spokanecity.org	

Briefing Paper
Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Customer Relationship Management (CRM) Replacement
Date:	April 8, 2019
Author (email & phone):	Peggy Lund, klund@spokanecity.org, 625-6954
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Carly Cortright
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	My Spokane – CRM Replacement Project Utilizing Budget Account #5310 73100 94000 56403
Strategic Initiative:	Sustainable Resources
Deadline:	Start Date of May 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	CRM implementation project

Background/History:

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311 and the Mayor's Office. Our current Microsoft Dynamics version 2013 is outdated and restricting our ability to integrate with other products, such as our online chat system, requiring manual data entry of these chats into CRM by the agent. It is no longer supported beyond security updates, and those will end in 2020. There are also known memory leak issues (Dynamics is Internet-browser based) that are causing a significant reduction in productivity with our agents. Finally, the ability to expand this citizen engagement tool to other departments and the Council have been limited. As such, a Request for Proposal (#4481-18) was promulgated in September 2018 with the intent to upgrade or replace. A formal selection process was conducted resulting in a clear front-runner with a company called Incapsulate whom utilizes the industry CRM leader product Salesforce. Funding will be through the software replacement fund.

The new CRM will:

- Provide increased efficiency for agents with integrated omni-channel design (phone, email, and chat all in one window)
- Improved mapping for consistency in address entry and later analysis and reporting
- Advanced duplicate detection to reduce re-work
- Integration with Accela and future UIS to reduce data entry time and using multiple windows
- Usable knowledge base – will reduce training time and improve staff retention
- Improved customer engagement tools, including:
    - a better web portal with ability to sign up for preferred notification method,
    - a mobile application with push notifications,
    - ability to expand use to other departments and City Council,
    - access to public knowledge base, and
    - ability to track own reporting as well as other complaints across City of Spokane
- Hosted solution to address citizen engagement continuity of operations during emergencies.

Executive Summary:

- Contract with Incapsulate for implementation of City's new CRM system.
- Requesting $402,455.00 including tax for implementation, conversion, integration, training and subscription services for Incapsulate.
- Requesting $69,748.16 for Salesforce Licenses and hosting services.
- Requesting $76,000 for Project Management.
- Total project costs are $548,203.16.
- Approval of SBO moving funds from 5310 Software Replacement Fund
- Project implementation duration is five months and cost includes annual software services from 5/1/2019 through 4/30/2020.

Budget Impact:

Approved in current year budget? ☐ Yes ■ No

Annual/Reoccurring expenditure? ■ Yes ☐ No

If new, specify funding source: 5310 IT Unappropriated Reserves

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

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ■ No

Specify changes required:

Known challenges/barriers:

Washington State Department of Revenue

Services Business Lookup CARAHSOFT CORPORATION

License Information: New search Back to results

Entity name: CARAHSOFT TECHNOLOGY CORPORATION

Business name: CARAHSOFT CORPORATION

Entity type: Profit Corporation

UBI #: 603-056-551

Business ID: 001

Location ID: 0002

Location: Active

Location address: 113 TAZEWELL AVE
CAPE CHARLES VA 23310-3129 USA

Mailing address: 1860 MICHAEL FARADAY DR
STE 100
RESTON VA 20190-5328 USA

Excise tax and reseller permit status: Click Here

Secretary of State status: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business				Active	Jun-30-2019	Jun-26-2018

Governing People ***May include governing people not registered with Secretary of State***

Governing people	Title
ABOD, CRAIG P	
LORD, ELLEN	
MOORE, ROBERT	
SZCZEPANEK, JILLIAN	

Registered Trade Names

Registered trade names	Status		First issued
CARAHSOFT CORPORATION	Active		May-14-2018

The Business Lookup information is updated nightly. Search date and time: 4/2/2019 3:05:53 PM

Working together to fund Washington's future

City Clerk's No. _____

City of Spokane

CONTRACT

Title: **PURCHASE AND ANNUAL SUPPORT OF SALESFORCE CRM LICENSES**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **CARAHSOFT TECHNOLOGY CORP.**, whose address is 1860 Michael Faraday Drive, Suite 100, Reston, Virginia, 20190, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Company shall provide **SALESFORCE CRM LICENSES IN SUPPORT OF THE INCAPSULATE CRM REPLACEMENT**, in accordance with Government - Price Quotation attached as Exhibit A. In the event of a conflict between Government - Price Quotation and this Contract, the terms of this contract will control.

2. CONTRACT TERM. The Contract shall begin on May 1, 2019, and run through April 30, 2020, unless terminated sooner.

3. COMPENSATION. The City shall pay the Company a maximum amount not to exceed **SIXTY-NINE THOUSAND, SEVEN HUNDRED FORTY-EIGHT AND 16/100 DOLLARS ($69,748.16)**, including tax, for everything furnished and done under this Contract.

4. PAYMENT. The Company shall send its application for payment to Innovation and Technology Services Division, 7th Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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 the 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.

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

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

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 Contractor's services to be provided under this contract;

   i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of $1,000,000, in order to meet the insurance coverages required 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 sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. 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) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence 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 of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnity, 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 agreement.

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

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. 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 http://bls.dor.wa.gov or 1-800-451-7985 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.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will

comply with the Public Records Act and release the records.

19. GOVERNING LAW. This agreement is governed by the laws of the State of Washington.

CARAHSOFT TECHNOLOGY CORP.	**CITY OF SPOKANE**
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
_____	
Firm's UBI #	
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – October 15, 2018 Quote and Master Purchase Agreements
Attachment B - Certificate Regarding Debarment

19-061

Exhibit A

Government - Price Quotation

Salesforce.com Government at Carahsoft

Carahsoft Technology Corp.
1860 Michael Faraday Drive | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO:	Steve Carter Incapsulate 1620 L Street NW 3rd Floor Suite D Washington, DC 20036	FOR:	Cylas Engeland System Administrator City of Spokane 808 West Spokane Falls Boulevard 7th Floor, City Hall Spokane, WA 99201	FROM:	Stephen Dickerson Carahsoft Technology Corp. 1860 Michael Faraday Drive Suite 100 Reston, Virginia 20190
EMAIL:	scarter@incapsulate.com	EMAIL:	cengeland@spokanecity.org	EMAIL:	Stephen.Dickerson@carahsoft.com
PHONE:	(619) 823-8614	PHONE:	(509) 625-6494	PHONE:	(703) 673-3524
				FAX:	(703) 871-8505

TERMS:
FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Credit Cards: VISA/MasterCard/AMEX
Credit Card Fees May Apply
Sales Tax May Apply

QUOTE NO:	13451617
QUOTE DATE:	04/02/2019
QUOTE EXPIRES:	04/16/2019
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$64,047.90
WA Tax	$5,700.26
TOTAL QUOTE:	$69,748.16

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	205-0004	Lightning Service Cloud - Enterprise Edition Start Date: 05/01/2019 End Date: 04/30/2020	$1,694.12	OM	30	$50,823.60
2	205-0024	Customer Community - Enterprise Edition - Logins Start Date: 05/01/2019 End Date: 04/30/2020	$8.98	OM	1001	$8,988.98
3	205-0042	Knowledge Start Date: 05/01/2019 End Date: 04/30/2020	$847.06	OM	2	$1,694.12
4	205-0046	Heroku - 1 Dyno Unit Start Date: 05/01/2019 End Date: 04/30/2020	$508.24	OM	5	$2,541.20
		SUBTOTAL:				$64,047.90

TOTAL PRICE:	$64,047.90
WA Tax:	$5,700.26
TOTAL QUOTE:	$69,748.16

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www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE

Any increase in subscription pricing (excluding support) for the first two renewal terms will not exceed 0% over the subscription pricing in the immediately preceding term, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and each renewal is a minimum of one year. Any increase in subscription pricing (excluding support) for the third renewal terms will not exceed 2.5% over the subscription pricing in the immediately preceding term, provided that for each renewal Customer renews its entire then-current subscription volume under this Order Form combined with any associated Add-on Order Forms, and each renewal is a minimum of one year. Thereafter, or upon a renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Free Sandbox with Enterprise Edition
Sandbox subscriptions are for testing and development use only, and not for production use. As part of its system maintenance, SFDC may delete any Sandbox that Customer has not logged into for 150 consecutive days. Thirty or more days before any such deletion, SFDC will notify Customer (email acceptable) that the Sandbox will be deleted if Customer does not log into it during that 30-day (or longer) period. Deletion of a Sandbox shall not terminate Customer's Sandbox subscription; if a Sandbox is deleted during Customer's
Sandbox subscription term, Customer may create a new Sandbox.

Lightning Service Cloud
Customer's use of this product is subject to the following restrictions:
http://www2.sfdcstatic.com/assets/pdf/misc/lightning-contractual-restrictions.pdf. Customer understands that the foregoing functionality restrictions are contractual in nature (i.e., these restrictions are not enforced in the Services as a technical matter) and therefore agrees it is responsible for monitoring its Users' use of such subscriptions and for enforcing such use restrictions. SFDC may review Customer's use of such subscriptions at any time through the Services.

Customer Community (Logins/month)
Subscriptions to Customer Community (Logins/month) may not be purchased for use by Customer employees or other personnel of Customer. Each Customer Community (Logins/month) subscription entitles the Permitted Users access to all such Communities within the same Org up to the number of log-ins per calendar month ordered (the "Permitted Number of Monthly Logins"). The beginning and end of each calendar month will conform with U.S. Pacific Time. Customer shall assign each Permitted User a User profile or permission
set that permits access to no more than 10 custom objects in each applicable community. Salesforce.com will provision 20 User subscriptions for each of the Permitted Number of Monthly Logins; subject, however, to the limitations on the aggregate number of User subscriptions per Org set forth in the Documentation ("Permitted Users"). Customer understands that the above limitations are contractual in nature (i.e., they are not limited as a technical matter in the Service) and therefore agrees to strictly review its Users' use of such subscriptions and enforce the limits set forth herein. SFDC may review Customer's use of the subscriptions at any time through
the Service. Unused logins are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months.

Einstein Bots Feature
The Einstein Bots feature shall be subject to the Order Form Supplement for Einstein Features available at https://www.salesforce.com/company/legal/agreements.jsp ("Supplement") which is hereby made part of this Order Form. Customer may enable and disable Einstein Bots at any time by following the instructions in the Supplement. Customer will be provided with 25 Einstein Bots conversations per month for each Live Agent User with an active subscription. Unused Einstein Bot conversations are forfeited at the end of each anniversary of the Order Start Date hereunder or the Order End Date, whichever occurs first, and do not roll over to subsequent months. Customer understands that the above limitation is contractual in nature (i.e., it is not limited as a technical matter in the Service) and therefore agrees to monitor its Users' use of such subscriptions and enforce the limit set forth herein. SFDC may review Customer's use of the subscriptions at any time through the Service. Should any review reveal unauthorized use, Customer agrees that SFDC may terminate Customer's access to such 25 Einstein Bots conversations. Customer may purchase additional Einstein Bots conversations at SFDC's then-current list price.

Einstein Features
SFDC may offer Customer access to Einstein features via the Services. Customer's use of the Einstein features shall be subject to the Order Form Supplement for Einstein features available at
https://www.salesforce.com/company/legal/agreements.jsp ("Supplement") which is hereby made part of this Order Form. Upon Customer's first use of an Einstein feature in an instance of the Services, Customer will be presented with an In-App Message directing Customer to confirm acceptance of Einstein feature terms and conditions. Instructions for enabling/disabling each Einstein feature in any instance are outlined in the Documentation here: https://help.salesforce.com/apex/HTViewSolution?urlname=Einstein-Enable-Disable&language=en_US The functionality of the Einstein features shall not be considered a material component of the Services being provisioned hereunder. The Einstein features are not available to some customers, including Government Cloud as stated in the Documentation.

Heroku - 1 Dyno Unit
Each Heroku - 1 Dyno Unit subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., it is not enforced as a technical matter in the Service) and therefore agrees to strictly monitor its Users' use of such subscriptions and enforce the applicable limitation. SFDC may review Customer's use of such subscriptions at any time through the Service. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer
list price for as many additional Heroku - 1 Dyno Unit needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or

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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE

payment method specified above. Unused Dyno hours are forfeited at the end of each month and do not roll over to subsequent months. The beginning and end of each calendar month will conform with U.S. Pacific Time. Descriptions of the features, functionality and support included with Heroku Dyno
Units are available at: https://sfdc-assets.s3.amazonaws.com/TermsofDynos_Addons_EnterpriseSupport.pdf

Heroku - Return, Hosting, and Deletion of Customer Data
Upon termination or expiration of the Order Term, Heroku will terminate the customer database and delete data in accordance with the Documentation subject to the remainder of this paragraph. In the event that an Order Term expires, and where Customer has not affirmatively indicated that it wishes to discontinue its Heroku Services by either (1) requesting the return of Customer Data submitted to the Heroku Services as described in the Documentation, (2) deleting Customer Data and code ("Customer Data") submitted to the Heroku Services by deleting all accounts, or (3) making written request submitted to support@heroku.com indicating that Customer wishes to terminate its Heroku Services, Salesforce may, in its sole discretion, delay termination of the Heroku Services and continue to provide Services to Customer, invoicing Customer monthly in arrears for such service at SFDC's then-current rate ("Continuation Services") until the sooner of (a) such time as Customer makes a written request submitted to support@heroku.com to terminate such Continuation Services, or (b) SFDC ceases to provide Customer with Continuation Services in its sole discretion (but not longer than sixty days). Upon termination of the Continuation Services, Customer Data shall be deleted in accordance with the Documentation.
Annual renewal increase will not exceed 7% YOY, provided the renewal is for a minimum of the above represented user subscription quantities/configuration and a minimum of one year renewal period.

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms copies of which are found at https://www.carahsoft.com/Eula/Salesforce_MSA and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

Should the licensee purchase Government Cloud Licenses with Government Cloud Premier + Support, the following terms shall apply to the support: http://www.carahsoft.com/government-cloud-terms

Should the licensee purchase Salesforce Marketing Cloud Licenses, the following terms shall apply to those products: http://www.salesforce.com/assets/pdf/misc/salesforce_MSA.pdf

https://help.salesforce.com/articleView?id=salesforce_help_map.htm&type=0

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270060&language=en_US&type=1

EXHIBIT B
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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	3/14/2019
		Clerk's File #	OPR 2017-0876
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	RFP 4481-18
Agenda Item Type	Contract Item	Requisition #	SEE SBO
Agenda Item Name	5300 VOLT INCREASE FOR CRM SUPPORT		

Agenda Wording

Authorization to increase funds for Project Management Professional Services Contract OPR2017-0876 with Volt Workforce Solutions (Spokane, WA). Increase of funds is for support of the Incapsulate CRM Replacement project.

Summary (Background)

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane311 and the Mayor's Office. Our current Microsoft Dynamics version 2013 is outdated and restricting our ability to integrate with other products, such as our online chat system, requiring manual data entry of these chats into CRM by the agent. It is no longer supported beyond security updates, and those will end in 2020.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 76,000.00	# 5310-73100-94000-56403
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	**Study Session**	Public Safety 4/8/2019
Division Director	FINCH, ERIC	**Other**	
Finance	BUSTOS, KIM	Distribution List	
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - mdoval@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing	PRINCE, THEA	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Volt - bburnett@volt.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Contract term Janary 1, 2019 through December 31, 2019. Additional contract amount: $76,000.00 incl. tax.

Summary (Background)

There are also known memory leak issues (Dynamics is Internet-browser based) that are causing a significant reduction in productivity with our agents. As such, a Request for Proposal (#4481-18) was promulgated in September 2018 with the intent to upgrade or replace. A formal selection process was conducted resulting in a clear front-runner with a company called Incapsulate whom utilizes the industry CRM leader product Salesforce. Funding will be through IT Fund Capitalized Software.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

My Spokane - ccortright@spokanecity.org	
IT - smccarrey@spokanecity.org	

Briefing Paper
Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Customer Relationship Management (CRM) Replacement
Date:	April 8, 2019
Author (email & phone):	Peggy Lund, klund@spokanecity.org, 625-6954
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Carly Cortright
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	My Spokane – CRM Replacement Project Utilizing Budget Account #5310 73100 94000 56403
Strategic Initiative:	Sustainable Resources
Deadline:	Start Date of May 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	CRM implementation project

Background/History:

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311 and the Mayor's Office. Our current Microsoft Dynamics version 2013 is outdated and restricting our ability to integrate with other products, such as our online chat system, requiring manual data entry of these chats into CRM by the agent. It is no longer supported beyond security updates, and those will end in 2020. There are also known memory leak issues (Dynamics is Internet-browser based) that are causing a significant reduction in productivity with our agents. Finally, the ability to expand this citizen engagement tool to other departments and the Council have been limited. As such, a Request for Proposal (#4481-18) was promulgated in September 2018 with the intent to upgrade or replace. A formal selection process was conducted resulting in a clear front-runner with a company called Incapsulate whom utilizes the industry CRM leader product Salesforce. Funding will be through the software replacement fund.

The new CRM will:

- Provide increased efficiency for agents with integrated omni-channel design (phone, email, and chat all in one window)
- Improved mapping for consistency in address entry and later analysis and reporting
- Advanced duplicate detection to reduce re-work
- Integration with Accela and future UIS to reduce data entry time and using multiple windows
- Usable knowledge base – will reduce training time and improve staff retention
- Improved customer engagement tools, including:
    - a better web portal with ability to sign up for preferred notification method,
    - a mobile application with push notifications,
    - ability to expand use to other departments and City Council,
    - access to public knowledge base, and
    - ability to track own reporting as well as other complaints across City of Spokane
- Hosted solution to address citizen engagement continuity of operations during emergencies.

Executive Summary:

- Contract with Incapsulate for implementation of City's new CRM system.
- Requesting $402,455.00 including tax for implementation, conversion, integration, training and subscription services for Incapsulate.
- Requesting $69,748.16 for Salesforce Licenses and hosting services.
- Requesting $76,000 for Project Management.
- Total project costs are $548,203.16.
- Approval of SBO moving funds from 5310 Software Replacement Fund
- Project implementation duration is five months and cost includes annual software services from 5/1/2019 through 4/30/2020.

Budget Impact:

Approved in current year budget? ☐ Yes ■ No

Annual/Reoccurring expenditure? ■ Yes ☐ No

If new, specify funding source: 5310 IT Unappropriated Reserves

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

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ■ No

Specify changes required:

Known challenges/barriers:

Washington State Department of Revenue

Services Business Lookup VOLT MANAGEMENT CORP

License Information: New search Back to results

Entity name: VOLT MANAGEMENT CORP.

Business name: VOLT MANAGEMENT CORP

Entity type: Profit Corporation

UBI #: 601-516-248

Business ID: 001

Location ID: 0023

Location: Active

Location address: 1420 N MULLAN RD
STE 110
SPOKANE VALLEY WA 99206-4333 USA

Mailing address: TAX DEPT
PO BOX 13500
ORANGE CA 92857-8500 USA

Excise tax and reseller permit status: Click Here

Secretary of State status: Click here

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident	T12033544BUS			Active	Dec-31-2019	Oct-15-2012
Spokane Valley General Business				Active	Dec-31-2019	May-05-2016

Governing People ***May include governing people not registered with Secretary of State***

Governing people	Title
AVEDISSIAN, NANCY	
HANNON, KEVIN	
HOWELL, DIANE	
PERNEAU, LINDA	
TOMKINS, PAUL	

Registered Trade Names

Filter

Registered trade names	Status		First issued
MOMENTUM	Active		Jun-06-2007
MOMENTUM, A VOLT INFORMATION SCIENCES COMPANY	Active		Jun-06-2007
VOLT ACCOUNTING & FINANCE	Active		Oct-03-2007
VOLT SCIENTIFIC SERVICES	Active		Nov-15-2001
VOLT SERVICES GROUP	Active		Jul-14-1994
VOLT TECHNICAL SERVICES	Active		Jul-14-1994
VOLT TEMPORARY SERVICE	Active		Mar-29-1994

Registered Trade Names

Filter

Registered trade names	Status		First issued
VOLT TEMPORARY SERVICES	Active		Jul-14-1994
VOLT WORKFORCE SOLUTIONS	Active		Jun-06-2007
VTRIT	Active		Jan-27-2012

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 4/10/2019 12:05:10 PM

Working together to fund Washington's future

City Clerk's No. 2017-0876

City of Spokane

CONTRACT AMENDMENT

Title: **PROJECT MANAGEMENT CONTRACTOR**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **VOLT WORKFORCE SOLUTIONS**, whose address is 1420 North Mullan Road, Suite 110, Spokane Valley, Washington 99206 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City a Project Management Contractor to assist the Project Management Officer by Supporting and Managing Priority Projects for the City; and

WHEREAS, the original Contract needs to be formally Amended to increase funds for Project Management Services in support of the Incapsulate CRM Replacement Project; and

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

1. CONTRACT DOCUMENTS.
The Contract, dated December 15, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Amendment shall become effective on January 1, 2019 and shall run through December 31, 2019.

3. COMPENSATION.
The City shall pay an additional amount not to exceed **SEVENTY SIX THOUSAND AND NO/100 DOLLARS ($76,000.00)** including tax, for everything furnished and done under this Contract Extension.

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

VOLT WORKFORCE SOLUTIONS

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

19-060

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/10/2019
		Clerk's File #	OPR 2019-0294
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	JAY ATWOOD X7002	Project #	
Contact E-Mail	JATWOOD@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20450
Agenda Item Name	1970 - ANNUAL CAD SOFTWARE MAINTENANCE		

Agenda Wording

Contract with INFOR PUBLIC SECTOR INC. to license, use, and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software from May 1, 2019 to April 30, 2020. Contract cost for the amendment period is $68,315.88.

Summary (Background)

This is an annual contract renewal of ongoing maintenance to the Fire Department CAD Systems. Maintenance of the system is necessary for compliance with the Fire Department's contracts to provide Fire/EMS dispatch services for 14 Fire agencies in Spokane County.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	$ 68,315.88	# 1630-35210-28200-54820-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	**Study Session**	PSHC 4/8/19
Division Director	SCHAEFFER, BRIAN	**Other**	
Finance	BUSTOS, KIM	Distribution List	
Legal	ODLE, MARI	Ken Lamoreaux (klamoreaux@spokanecity.org)	
For the Mayor	ORMSBY, MICHAEL	Lori Markham (lmarkham@spokanecity.org)	
Additional Approvals		Dusty Patrick (dpatrick@spokanecity.org)	
Purchasing	PRINCE, THEA	Fire Accounting (fireaccounting@spokanecity.org)	
		Shawnna Wagner (shawnna.wagner@infor.com)	

380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

AMENDMENT DOCUMENT NO. 103-S030301
ATTACHMENT A-19

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between **Infor Public Sector, Inc.** ("Infor") and **Spokane Fire Department** ("Customer") shall be amended as follows:

1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

   "This Agreement shall be for a term of one (1) year only, commencing May 1, 2019 and terminating April 30, 2020. Thereafter the annual term shall be from May 1 to April 30. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-19 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

Accepted by
Spokane Fire Department:

Authorized Signature

Print Name/Title

3/31/19
Date

Accepted by
Infor Public Sector, Inc.:

Authorized Signature

Lindsay Pritchard, Associate General Counsel
Print Name/Title

4/2/19
Date

Approved as to form:

Assistant City Attorney

Briefing Paper
Public Safety and Community Health

Division & Department:	Fire/Dispatch
Subject:	OPR2014-0212 Annual CAD (Computer Aided Dispatch) Maintenance Agreement with Infor EnRoute of Tampa, Florida.
Date:	04/1/2019
Contact (email & phone):	Ken Lamoreaux (X7156), klamoreaux@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.*
Strategic Initiative:	
Deadline:	04/30/19
Outcome: (deliverables, delivery duties, milestones to meet)	Approval by 04/30/19

Background/History:

Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses.

Contract period is for May 1, 2019 through April 30, 2020. Annual cost will be approximately $68,315.88 (including tax). This is the 4th annual renewal in a 5-year contract term that requires us to renew for successive one year periods.

System maintenance is necessary to ensure continued operation of the system and compliance with our contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. The majority of this agreement is paid by CCC funds.

Budget Impact:

Approved in current year budget? ☒Yes ☐No ☐N/A
Annual/Reoccurring expenditure? ☒Yes ☐No ☐N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A
Requires change in current operations/policy? ☐Yes ☒No ☐N/A
Specify changes required:
Known challenges/barriers:

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Professional design services for the Post St. Bridge

Requisition Number: _____

Estimated amount of this purchase: $ Not to exceed $1,500,000.00

Contract Period April 1,2019 through March 31, 2020

Department: Engineering Services Contact Person: Mark Serbousek Phone: 625-6154

Due Date: _____ Work must be completed by: _____

Date Material/Equipment/Supplies must be delivered by: _____

Location: _____

Date Service must begin by: April 15,2019

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

The city of Spokane has been working with Kiewit Infrastructure West under contract on the Progressive Design Build process for the Post St. Bridge replacement. During the validation phase of this contract the City and Kiewit team were unable to come up with an agreeable Guaranteed Maximum Price and therefore the contract was terminated. As part of this validation process the Kiewit team was able to go through 3 different design type iterations before settling on the final structure type of reusing the exiting arches. This provides a constructible bridge and the most cost effective structure to meet the cities needs. The Kiewit team was also able to produce approximately 50% completed design drawings for the new structure during the validation process. Therefore due to the high level at which the design of the bridge has been completed to this point, the Engineering Services Department would like to obtain the services of KPFF Engineering, a subcontractor to Kiewit on the original PDB contract. This would allow KPFF to continue on with the design of the bridge and provide the city with set of biddable documents at the end of this process. The city would then go out to competitive bid late 2019 or early 2020. To complete this process the city will have to sole source KPFF and by doing this the city will save money and time on the project. If the sole source process is not used, the city will have to go out for a new RFP. This process would bring in a new design firm which would basically have to start the whole design all over. This will increase the design time and dramatically increase the design cost.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributers or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

KPFF has been the design firm of record for the first 50% of the design documents. This means that KPFF can continue on with the project design into biddable documents with no real loss in time and only the cost to complete the design from the 50% point. Any other design firm would basically have to start at the beginning, which take more time and increase the design cost.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more “like” items in the future to match this one)?

This contract is only for this bridge structure.

4. Explain why the price for this product or service is considered to be fair and reasonable.

The city has worked closely with KPFF on their cost for services and has negotiated this cost to a point that it meets the needs of the city.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

The city and KPFF have been reviewing the scope of work and the cost required to finish the project out to a biddable set of documents. Through this process the city has been refining the scope and the cost to perform that scope of work.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

By not going with the sole source process the city could loose 6 to 8 months in getting the project out to bid and approximately $800,000 to $1,000,000 increase in design costs.

Requested Vendor: Infor Public Sector Inc.

Vendor's Address: 4213 Solutions Center Chicago IL 60677-4002

Vendor Contact: Shawnna Wagner Phone: 470-481-5238

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor (must be an authorized Department Buyer)	Date
Signature of Department Head or Designee	Date
Approval by Purchasing (Over $50,000)	Date
Approval by Grants Management (Required for grant funded purchases)	Date

Rev. 8/2017

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/2/2019
		Clerk's File #	OPR 2019-0295
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	OPR 2018-0322
Contact Name/Phone	CURTIS HARRIS X6284	Project #	
Contact E-Mail	CHARRIS@SPOKANECITY.ORG	Bid #	2019-129
Agenda Item Type	Contract Item	Requisition #	CR20431
Agenda Item Name	5900- FIRE STATION HVAC REPLACEMENT		

Agenda Wording

On March 04, 2019 bids were received for HVAC replacement on three fire stations (RFP # 2019-129). The low bid was from Hurliman Heating & Air Conditioning, Inc. for $107,811 (including sales tax).

Summary (Background)

Asset Management, in conjunction with Fire leadership, has identified 11 fire stations that require new HVAC systems due to the equipment's end of life after 25 years of usage. Contract with Hurliman Heating & Air Conditioning, Inc. to replace the HVAC unit at Fire Station 3, 9, and 11. This work is consistent with the 2019-2024 Capital Improvement Plan. HVAC was replaced at Station 2 and 13 in 2018 (R&R Heating, OPR 2018-0322)

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 107811	# 5901-79160-94000-56203-01970
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HARRIS, CURTIS	**Study Session**	
Division Director	SANDERS, THERESA	**Other**	SUST RESOURCE 04/15/19
Finance	HUGHES, MICHELLE	Distribution List	
Legal	ODLE, MARI	kbustos@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	laga@spokanecity.org	
Additional Approvals		charris@spokanecity.org	
Purchasing	PRINCE, THEA	ewickert@spokanecity.org	

Briefing Paper
Sustainable Resources

Division & Department:	Asset Management
Subject:	Contract Approval
Date:	04/02/19
Contact (email & phone):	Curtis Harris X
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
Strategic Initiative:	
Deadline:	04/22/19
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Contract

Background/History: *Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.*

Proposed contract with Hurliman Heating & Air Conditioning, Inc. to replace the HVAC unit at Fire Station 3, 9, and 11. Asset Management has evaluated the equipment and recommends replacement as the equipment is 25+ years old. This work is consistent with the 2019-2024 Capital Improvement Plan.

HVAC was replaced at Station 2 and 13 in 2018 (R&R Heating, OPR 2018-0322).

Project Funding

Funding Name	Status	Source	Fund Code	Prior Funding	2018	Estimated use 2019	2020	2021
General Fund	Funded	Identified	----: None	150,000	0	232,000	174,000	174,000
Add row								
Totals:				150,000	0	232,000	174,000	174,000

Executive Summary:

On March 04, 2019 bids were received for HVAC replacement on three fire stations (RFP # 2019-129). The low bid was from Hurliman Heating & Air Conditioning, Inc. for $107,811 (including sales tax).

Budget Impact:
Approved in current year budget? ☐Yes ☒No ☐N/A
Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ☒Yes ☐No ☐N/A
Requires change in current operations/policy? ☐Yes ☒No ☐N/A
Specify changes required:
Known challenges/barriers:

City Clerk's No. _____

City of Spokane

PUBLIC WORKS AGREEMENT
10% Retainage Option – NO BONDS

Title: **FIRE STATION #3, #9 AND #11 HVAC REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HURLIMAN HEATING & AIR CONDITIONING, INC.**, whose address is 515 South Dishman Mica Road, Spokane, Washington 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for **FIRE STATION #3, #9 and #11 HVAC REPLACEMENT**; and*

WHEREAS, the Contractor was selected through a Request for Bids #2019-129 issued by the City;

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

1. TERM OF AGREEMENT.
The term of this Contract begins on April 1, 2019, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on or about the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in **Exhibit A**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.
The Contractor shall provide the following Work for the City:

FIRE STATION #3, #9 and #11 HVAC REPLACEMENT, RFB #2019-129.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED ELEVEN AND NO/100 DOLLARS ($107,811.00)**, including tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Asset Management, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. RETAINAGE IN LIEU OF BOND.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. PUBLIC WORKS.
The following public works requirements apply to the work under this Agreement.

A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED**. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.
For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620

8. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

10. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

11. INDEMNIFICATION.

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

12. INSURANCE.

The Contractor shall be a Washington State registered or licensed Contractor, as well as licensed with the Washington Department of Agriculture, at time of bid submittal.

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 total occurrence limit of not less than $10,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of $1,500,000, in order to meet the insurance coverages required under this Contract;

C. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

D. 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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
   1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

   2. Have a current Washington Unified Business Identifier (UBI) number;

   3. If applicable, have:

      a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

b. A Washington Employment Security Department number, as required in Title 50 RCW;

c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

14. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

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

16. TERMINATION.
Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

17. STANDARD OF PERFORMANCE.
The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

18. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

19. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to com-

ply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

20. DEBARMENT AND SUSPENSION.

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

21. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for ten (10) years craftsmanship and forty (40) year prorated factory warranty on material following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

22. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Con-

tractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

HURLIMAN HEATING & AIR CONDITIONING, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Contractor's General Scope of Work
Exhibit B – Certification Regarding Debarment
Exhibit C – Certification of Compliance with Wage Payment Statutes

19-068

EXHIBIT A

EXHIBIT B

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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT C

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date _____, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

City of Spokane
Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.

3. SCOPE OF WORK.

1. Contractor will be responsible for properly removing and disposing of all existing equipment being replaced.
2. Install 95% efficient 80 KBTU single stage "Trane" furnaces and 14 seer 3 ton "Trane" air conditioners.
3. Re-purpose refrigerant line sets as per manufacturer's guide lines to ensure they meet manufacturer's warranty.
4. Replace economizer motor and controls.
5. Remove existing and install new humidifiers.
6. Replace thermostats with Honeywell brand thermostats.
7. Replace 300,000 BTU shop heaters with like and kind.
8. Everything is to be installed to code.
9. Contractor will be responsible for all permits.
10. Must keep walkways and driveways open at all times, these are active fire stations.
11. This is a prevailing wage project.
12. Contractor will need to post a safety plan.
13. Contractor is responsible for securing all materials and equipment.

City of Spokane
Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: Fire Station #3, #9 and #11 HVAC Replacement

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	$ 99,000.00	Alt 1 Description or Delete	
SALES TAX (8.8 %)	$ 8,712.00	(Include Retail Sales Tax)	$
TOTAL BASE BID PRICE:	$ 107,712.00	Alt 2 Description or Delete	
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	$	(Include Retail Sales Tax)	$
		Alt 3 Description or Delete	
		(Include Retail Sales Tax)	$

99,000.00
8811.00 8.9%
107,811.00
Corrected amount

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	HURLIHA05104
U.B.I. Number	601557535
Washington Employment Security Department Number	824152-00-7
Washington Excise Tax Registration Number	601557535
City of Spokane Business Registration Number	T1200822OBUS

ADDENDA. The undersigned acknowledges receipt of addenda number(s) 1 & 2 and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to $150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
☐ YES ☐ NO

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: Hurliman Heating & Air Conditioning Inc.

SIGNATURE:

TITLE: Foreman PHONE: 509-891-5110

ADDRESS: 5155 S. Dishman Mica Rd. Spokane, WA 99206

CITY OF SPOKANE – PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

DAVID A. CONDON
MAYOR

February 14, 2019

ADDENDUM NO.1

RFB #2019-129 HVAC for Fire Department

This Addendum is being issued to distribute information and changes to the RFB

1. Add to Scope – Thermostat type and model – Carrier Edge Pro #33CS2PP2S-03.

2. Due to extreme inclement weather conditions, we will be extending the due date for Bids for Fire Station HVAC Replacement until February 28, 2019 at 1:00 pm.

3. We are offering another Pre-bid Conference opportunity. It will be held on Wednesday, February 20, 2019 at 9:00am. The location will be: Start @ 1713 W Indiana, then 1722 W Bernard, then 3214 S Perry. Attendance is mandatory to be considered a responsive bidder.

Laura Aga

Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Hurliman Heating & Air Conditioning Inc.

Company

CITY OF SPOKANE – PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6251

DAVID A. CONDON
MAYOR

February 20, 2019

ADDENDUM NO.2

RFB #2019-129 HVAC for Fire Station

This Addendum is being issued to distribute the questions/answers and information presented at the pre-bid meeting.

Fire Station #3

1. Gensco has cleared Trane Purchase for all Vendors
2. Roofing contractor to seal all penetrations.

Q. Do you want bid options for AC unit and heat pump?

A. No, AC only.

Q. Do we have working hour restrictions?

A. No, normal working hours, Mon-Fri will be acceptable.

Q. What is the BTU unit heater rating?

A. 300,000

Q. Do we want new economizers?

A. Yes

Q. Remove existing stacks?

A. Yes

Fire Station #11

Q. Will service on the economizer motor be requested?

A. Yes

Q. What needs to be provided for Avista Rebate program?

A. Provide HRI Certificates.

Q. Can alternate manufacturers be used?

A. Yes for humidifiers and bay units (do not have required specs).

Q. Preference for mounting bay units?

A. Same as current is preferred.

Laura Aga

Contracts/Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Hurliman Heating & Air Conditioning Inc.

Company

Authorized Signature

Agenda Sheet for City Council Meeting of: 04/08/2019		Date Rec'd	3/26/2019
		Clerk's File #	OPR 2019-0252
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2014155
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 LOW BID AWARD - TO BE DETERMINED		

Agenda Wording

Low Bid LaRiviere, Inc. (Rathdrum, ID) for Sprague Avenue Rebuild 2A - $3,100,696 plus tax. An administrative reserve of $310,069.60 plus tax, which is 10% of the contract price, will be set aside. (East Central Neighborhood)

Summary (Background)

On March 25, 2019 bids were opened for the above project. The low bid was from LaRiviere in the amount of $3,100,696 which is $363,093.10 under the Engineer's Estimate; one other bid was received as follows: L&L Cargile in the amount of $3,388,851.

Fiscal Impact	Grant related? YES Public Works? YES	Budget Account
Expense	$ 3,100,696	# 3200-95107-95300-56501-99999
Expense	$	# 4250-43354-94310-56501-99999
Expense	$	# 3200-95107-95300-56501-21999
Expense	$	# 4250-42300-94340-56501-14424

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	FEIST, MARLENE	**Other**	SR 3/18/19
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
GRANTS &	BROWN, SKYLER	kgoodman@spokanecity.org	

Briefing Paper
Sustainable Resources

Division & Department:	Engineering Services; Public Works
Subject:	Sprague Avenue Phase 2A
Date:	March 18, 2019
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	6 Year Street Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)

Background/History:

- This project is the second of three phases of East Sprague Avenue full rebuild projects.
- The first phase was a full rebuild including sidewalks and associated pedestrian amenities in 2017 from Helena Street to Stone Street
- The third phase is a full rebuild including sidewalks and associated pedestrian amenities from Division Street to Grant Street with restriping from Browne Street to Division Street, all planned in 2020 or 2021.
- As part of a separate but coordinated project, a grind and overlay of Sprague Avenue from Scott Street to Helena Street is planned this spring just prior to the start of this project.
- See attached exhibit.

Executive Summary:

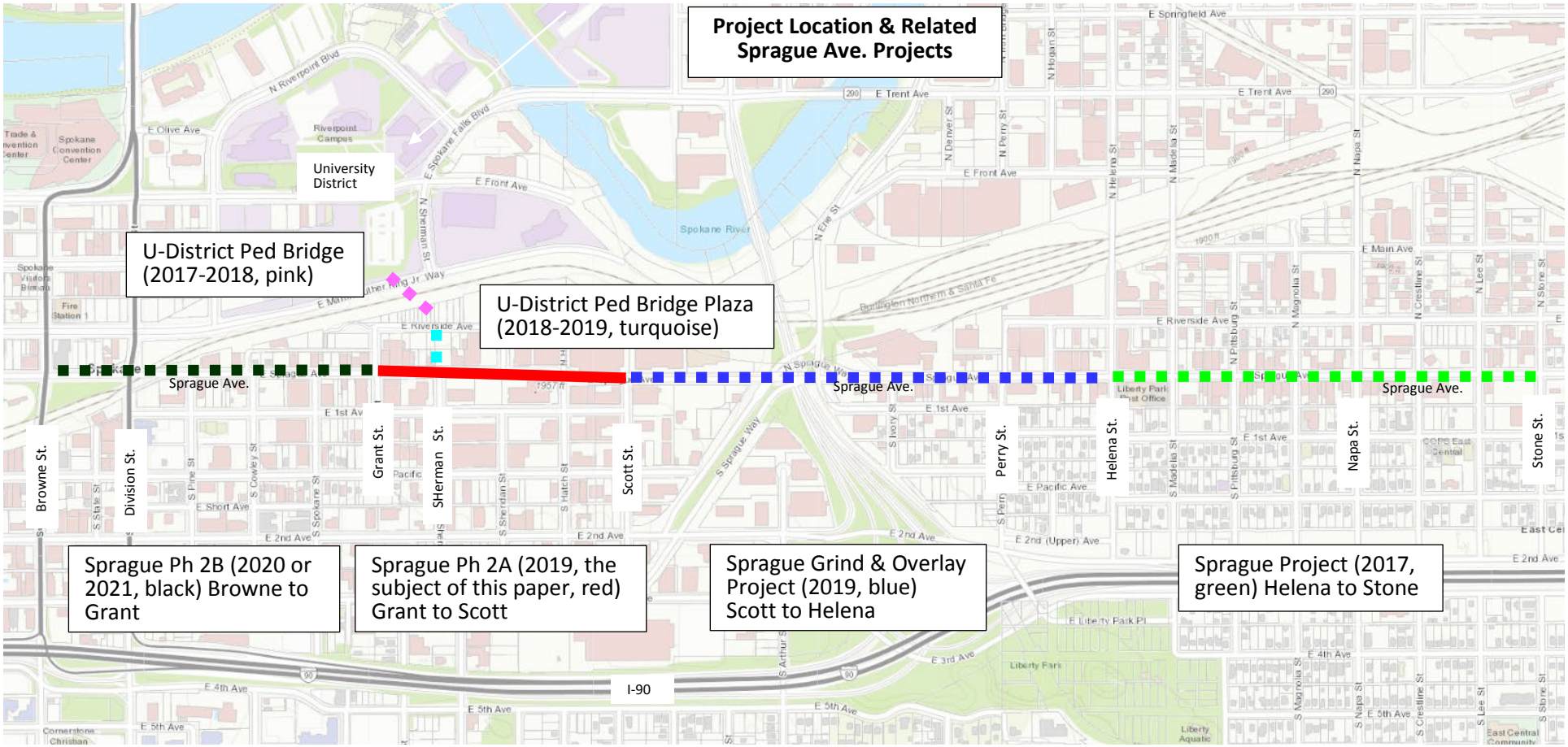
- This project includes a full rebuild of Sprague Ave. from Grant Street to Scott Street including sidewalks and associated pedestrian amenities.
- Also included are a 24” water main replacement from Grant Street to Hatch Street, an 8” water main replacement from Hatch Street to Scott Street and various minor storm and sanitary sewer upgrades.
- Bid opening is scheduled for March 25, 2019
- Design was federally funded. Construction will be locally funded (UDRA, levy and utilities).

Budget Impact:

Approved in current year budget? ☒Yes ☐No ☐N/A
Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A
Requires change in current operations/policy? ☐Yes ☒No ☐N/A
Specify changes required:
Known challenges/barriers:


Project Location & Related Sprague Ave. Projects
U-District Ped Bridge (2017-2018, pink)
U-District Ped Bridge Plaza (2018-2019, turquoise)
Sprague Ave.
Sprague Ave.
Sprague Ave.
Sprague Ave.
Browne St.
Division St.
Grant St.
SHerman St.
Scott St.
Perry St.
Helena St.
Napa St.
Stone St.
Sprague Ph 2B (2020 or 2021, black) Browne to Grant
Sprague Ph 2A (2019, the subject of this paper, red) Grant to Scott
Sprague Grind & Overlay Project (2019, blue) Scott to Helena
Sprague Project (2017, green) Helena to Stone
University District
Riverpoint Campus
Spokane River
I-90
N Riverpoint Blvd
E Olive Ave
E Front Ave
E Trent Ave
E Springfield Ave
E Main Ave
E Riverside Ave
E 1st Ave
E 2nd Ave
E 2nd (Upper) Ave
E Pacific Ave
E Short Ave
E 3rd Ave
E 4th Ave
E 5th Ave
E Liberty Park Pl
Liberty Park
Bnsf
Spokane Convention Center
Fire Station 1
Cornerstone Christian
East Central Community

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	3/26/2019
		Clerk's File #	ORD C35760
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	ORD C35703
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5300 SBO FOR CRM REPLACEMENT PROJECT		

Agenda Wording

Amending Ordinance No. C-35703 and appropriate funds in the IT Fund, FROM: Unappropriated Reserves fund, $548,203.16; TO: IT Fund Capitalized Software, $548,203.16.

Summary (Background)

This funding will be used for the replacement of the Customer Relationship Management (CRM) system application used to track citizen engagement, through multiple city entities, including My Spokane-311 and the Mayor's Office.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	$ 548,203.16	# 5310-73100-94000-56403
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	**Study Session**	Public Safety 4/8/2019
Division Director	FINCH, ERIC	**Other**	
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT	Accounting - ywang@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
Additional Approvals		Legal - modle@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org;	
		Tax & Licenses	
		My Spokane - ccortright@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

•Year one is $402,455.00 including tax •Year two is $106,548.30 including tax, and •Year three is $109,734.07 including tax.

Summary (Background)

There are also known memory leak issues (Dynamics is Internet-browser based) that are causing a significant reduction in productivity with our agents. As such, a Request for Proposal (#4481-18) was promulgated in September 2018 with the intent to upgrade or replace. A formal selection process was conducted resulting in a clear front-runner with a company called Incapsulate whom utilizes the industry CRM leader product Salesforce. Funding will be through the software replacement fund.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List	
IT - smccarrey@spokanecity.org	
My Spokane - ccortright@spokanecity.org	

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the IT Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	5310-99999	IT Fund	
	99999	Unappropriated Reserves	$ 548,203.16
TO:	5310-73100	IT Fund	
	94000-56403	Capitalized Software	$ 548,203.16

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to replace existing Customer Relationship Management System, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Briefing Paper
Public Safety and Community Health Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Customer Relationship Management (CRM) Replacement
Date:	April 8, 2019
Author (email & phone):	Peggy Lund, klund@spokanecity.org, 625-6954
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Carly Cortright
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	My Spokane – CRM Replacement Project Utilizing Budget Account #5310 73100 94000 56403
Strategic Initiative:	Sustainable Resources
Deadline:	Start Date of May 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	CRM implementation project

Background/History:

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311 and the Mayor's Office. Our current Microsoft Dynamics version 2013 is outdated and restricting our ability to integrate with other products, such as our online chat system, requiring manual data entry of these chats into CRM by the agent. It is no longer supported beyond security updates, and those will end in 2020. There are also known memory leak issues (Dynamics is Internet-browser based) that are causing a significant reduction in productivity with our agents. Finally, the ability to expand this citizen engagement tool to other departments and the Council have been limited. As such, a Request for Proposal (#4481-18) was promulgated in September 2018 with the intent to upgrade or replace. A formal selection process was conducted resulting in a clear front-runner with a company called Incapsulate whom utilizes the industry CRM leader product Salesforce. Funding will be through the software replacement fund.

The new CRM will:

- Provide increased efficiency for agents with integrated omni-channel design (phone, email, and chat all in one window)
- Improved mapping for consistency in address entry and later analysis and reporting
- Advanced duplicate detection to reduce re-work
- Integration with Accela and future UIS to reduce data entry time and using multiple windows
- Usable knowledge base – will reduce training time and improve staff retention
- Improved customer engagement tools, including:
    - a better web portal with ability to sign up for preferred notification method,
    - a mobile application with push notifications,
    - ability to expand use to other departments and City Council,
    - access to public knowledge base, and
    - ability to track own reporting as well as other complaints across City of Spokane
- Hosted solution to address citizen engagement continuity of operations during emergencies.

Executive Summary:

- Contract with Incapsulate for implementation of City's new CRM system.
- Requesting $402,455.00 including tax for implementation, conversion, integration, training and subscription services for Incapsulate.
- Requesting $69,748.16 for Salesforce Licenses and hosting services.
- Requesting $76,000 for Project Management.
- Total project costs are $548,203.16.
- Approval of SBO moving funds from 5310 Software Replacement Fund
- Project implementation duration is five months and cost includes annual software services from 5/1/2019 through 4/30/2020.

Budget Impact:

Approved in current year budget? ☐ Yes ■ No

Annual/Reoccurring expenditure? ■ Yes ☐ No

If new, specify funding source: 5310 IT Unappropriated Reserves

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

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ■ No

Specify changes required:

Known challenges/barriers:

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/10/2019
		Clerk's File #	ORD C35761
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	KRIS BECKER X6392	Project #	
Contact E-Mail	KBECKER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	4700 SBO - DEVELOPMENT SERVICES CENTER VEHICLE PURCHASE		

Agenda Wording

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane..."

Summary (Background)

This SBO will increase the budget for the purchase of vehicles for the Development Services Center. One vehicle was recently totaled, and two other vehicles are aged and require repairs that take them out of service for long periods of time and are having a negative impact on our operations. $20,315 will be paid from available replacement dollars. This is to create the budget for the remaining purchase price and commissioning costs.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Revenue	$ 69,000.00	# 4700-99999-99999 undesignated Reserves
Expense	$ 69,000.00	# 4700-41200-94000-56404-99999
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	**Study Session**	Finance 4/15/19
Division Director	CORTRIGHT, CARLY	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	kbecker	
For the Mayor	ORMSBY, MICHAEL	jwest	
Additional Approvals		korlob	
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the high level at which the design of the bridge has been completed to this point, the Engineering Services Department would like to obtain the services of KPFF Engineering, a subcontractor to Kiewit on the original PDB contract. This would allow KPFF to continue on with the design of the bridge and provide the City with set of biddable documents at the end of this process.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE NO C35761

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, “An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage”, and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Development Services Center (DSC) Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	4700-99999	Development Services Center	
	99999	Undesignated Reserves	69,000
TO:	4700-41200	Development Services Center	
	94000-56404	Vehicles	$ 69,000

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to replace a vehicle that was totaled and two other vehicles that are aged and require repairs that take them out of service for long periods of time and impact our operations, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

_____
Council President

Attest:_____
City Clerk

Approved as to form:_____
Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 04/08/2019		Date Rec'd	3/5/2019
		Clerk's File #	RES 2019-0022
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2015130
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0370 - RESOLUTION -REAL PROPERTY EXCHANGE AGREEMENT		

Agenda Wording

A resolution authorizing the sale of surplus city property.

Summary (Background)

Staff has negotiated an exchange with UGM. Excess property acquired by the City for the MLK Blvd. roundabout will be transferred to UGM; Erie and Denver St. between Trent Ave. and MLK Blvd. will be vacated to UGM; and ownership of the city parcel along the river will be transferred to UGM. UGM will allow the city permanent use of UGM riverfront parcels for a stormwater treatment swale; UGM will maintain the proposed swale on city parcel #2 and UGM riverfront parcels; and UGM Grants the

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BULLER, DAN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PS&H 3/4/19
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
Additional Approvals		dbuller@spokanecity.org	
Purchasing		mdoval@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

City an easement for the Ben Burr Trail extension.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Public Safety & Health

Division & Department:	Engineering Services; Public Works
Subject:	Property Exchange with Union Gospel Mission
Date:	March 4, 2019
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	The project associated with this property exchange is in the 6 year sewer plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review

Background/History:

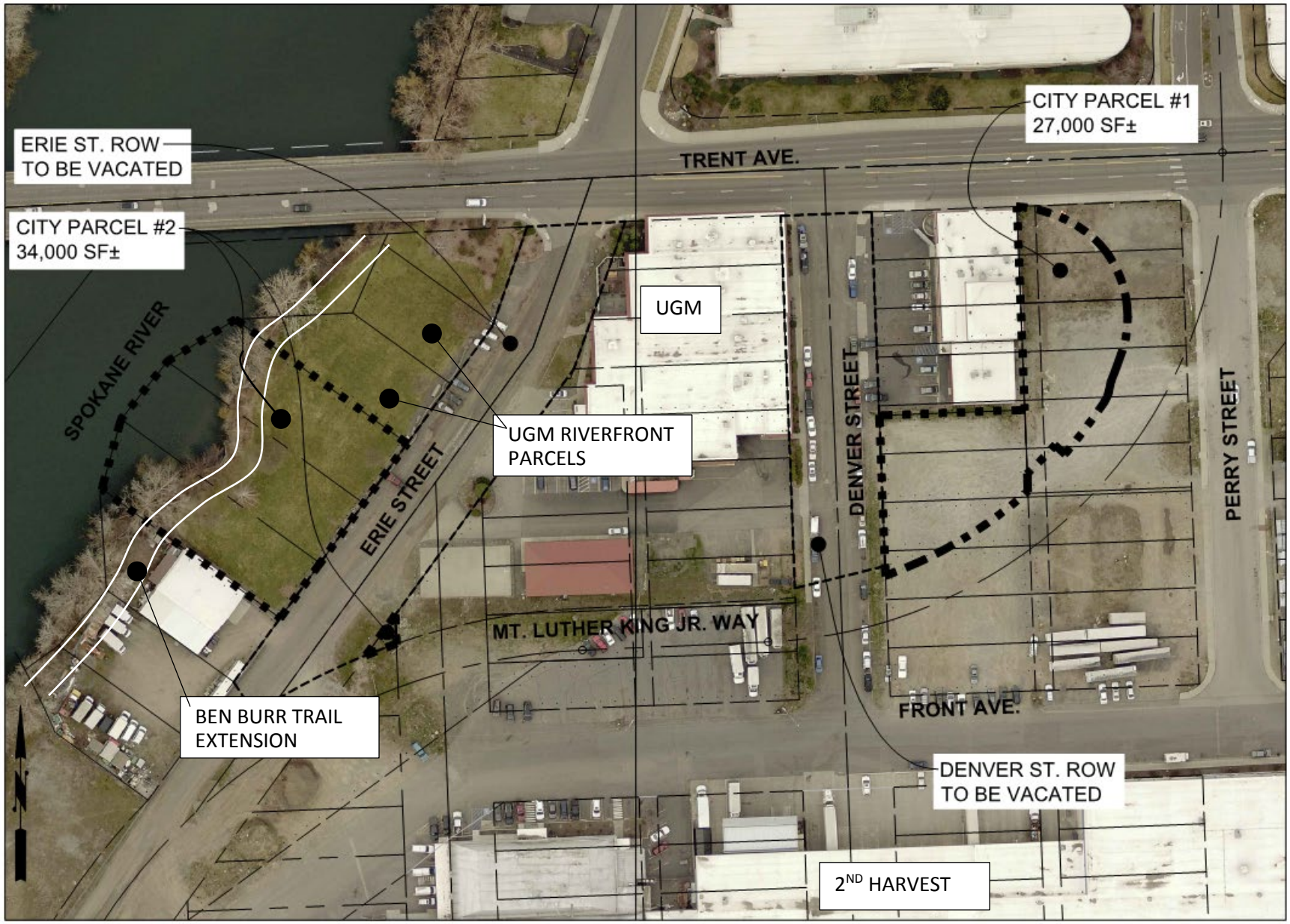
- The City has a DOE funded project to treat stormwater from the industrial areas east of the Spokane River, north and south of Trent Ave.
- Presently stormwater from this area drains directly to the river without treatment.
- The City does not own property upon which stormwater treatment can occur (i.e., swale area).

Executive Summary:

Staff has negotiated an exchange with Union Gospel Mission (UGM), the proposed terms of which are, if approved by Council, as follows:

- Excess property acquired by the City for the MLK Blvd roundabout which is no longer of use to the city nor large enough to be of use to anyone else will be transferred to UGM (see “city parcel #1” on the right side of the exhibit below).
- Erie and Denver Streets between Trent Ave. and MLK Blvd, now dead end streets following MLK construction, will be vacated to UGM thereby relieving the City of future maintenance responsibilities on these streets which now serve only UGM
- Ownership of the city parcel along the river (see “city parcel #2” on left side of exhibit below) which has been used by UGM as a park in support of UGM activities for decades will be transferred to UGM.
- The City will retain easements for all utilities in Denver, Erie and city parcel #2.
- UGM will allow the city permanent use of UGM riverfront parcels for a stormwater treatment swale.
- UGM will maintain (water, mow, etc.) the proposed swale on city parcel #2 and UGM riverfront parcels.
- UGM grants the City an easement for the Ben Burr Trail extension

Budget Impact: Approved in current year budget? ☒Yes ☐No ☐N/A Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impact: Consistent with current operations/policy? ☒Yes ☐No ☐N/A Requires change in current operations/policy? ☐Yes ☒No ☐N/A Specify changes required: Known challenges/barriers:


ERIE ST. ROW
TO BE VACATED
CITY PARCEL #2
34,000 SF±
CITY PARCEL #1
27,000 SF±
TRENT AVE.
SPOKANE RIVER
UGM
UGM RIVERFRONT
PARCELS
ERIE STREET
DENVER STREET
PERRY STREET
MT. LUTHER KING JR. WAY
FRONT AVE.
BEN BURR TRAIL
EXTENSION
DENVER ST. ROW
TO BE VACATED
2ND HARVEST

RESOLUTION

A RESOLUTION AUTHORIZING THE SALE OF SURPLUS CITY PROPERTY.

WHEREAS, the City of Spokane is the owner of certain properties located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in the attached Real Property Exchange Agreement as City Property #1 and City Property #2 ("Properties"); and

WHEREAS, the City of Spokane finds that the Properties are no longer needed for a public use of the City of Spokane and are hereby declared to be surplus; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The Properties are hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City.

2. The Mayor is authorized to execute the attached Real Property Exchange Agreement and to execute such other documents as are reasonably necessary to close the transactions contemplated in the Real Property Exchange Agreement.

ADOPTED by the Spokane City Council this _____ day of _____, 2019.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Clerk No. _____

REAL PROPERTY EXCHANGE AGREEMENT

This Agreement is entered into as of _____, 20____ (the "Effective Date"), by and between UNION GOSPEL MISSION ASSOCATION OF SPOKANE, a nonprofit corporation ("UGM"), and the CITY OF SPOKANE, a Washington municipal corporation ("City"), hereinafter the "Parties."

WHEREAS, the Parties are desirous of entering into an agreement involving reciprocal obligations between the Parties relating to the sale of certain properties, the granting of easements with respect to other properties, and also involving the construction of certain public improvements including stormwater swales, and the construction and maintenance of certain park-like facilities.

WHEREAS, more specifically, UGM currently maintains a "park" on property located west of its facility, a portion of which is City-owned property. The City would like to use this "park" as a stormwater treatment swale and UGM wishes to retain its current "park" function, which is important to UGM's ability to carry out its mission. Both purposes are feasible simultaneously.

WHEREAS, the City would like to construct a 12' width paved trail with 1'-2' gravel shoulders adjacent to the river bank which will connect in the future to a trail network being planned for the area.

WHEREAS, the City owns certain property in the area bounded by Front Ave. on the south, Erie St. on the west, Trent Ave. on the north and Perry St. on the east which was acquired for purposes of construction of the recently constructed Martin Luther King Jr. Blvd (MLK) project; certain portions of that property are in excess of the City's needs for the MLK project but would be of use to UGM.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, UGM and City agree as follows:

1. Transfer of City Property #1 to UGM. Subject to the terms of this Agreement, the City agrees to transfer, convey and deliver to UGM and UGM agrees to take from the City, certain

real property consisting of approximately Twenty Seven Thousand (27,000) square feet, situated in the City and County of Spokane, State of Washington, and legally described in Exhibit A hereto ("City Property #1").

2. Transfer of City Property #2 to UGM. Subject to the terms of this Agreement, the City agrees to transfer, convey and deliver to UGM and UGM agrees to take from the City, certain real property consisting of approximately Thirty Four Thousand (34,000) square feet, situated in the City and County of Spokane, State of Washington, and legally described in Exhibit B hereto ("City Property #2"). The deed conveying City Property #2 shall reserve such easements as the City reasonably requires to facilitate the City's construction, operation, maintenance, repair, and replacement of public utilities, including a stormwater detention and pumping facility or structure and associated piping and manholes and related appurtenances, an aboveground treatment swale (collectively, the foregoing utilities shall be referred to as the "Public Utilities"), and a public recreational trail. Collectively, City Property #1 and City Property #2 shall be hereinafter referred to as City Property. The City Property is depicted in the attached Exhibit C. The deed conveying City Property #2 shall also provide that upon UGM's sale or other transfer of ownership of UGM's Adjoining Property, or any portion thereof, title to City Property #2 shall revert to the City and that UGM shall execute such documents as are reasonably necessary to transfer title to the City, including a quit claim deed. UGM's Adjoining Property is all located to the West of Denver Street and legally described in the attached Exhibit F. Notwithstanding the foregoing, the following events shall not be considered a "transfer" or "sale" of UGM's Adjoining Property and shall not trigger the reversion of City Property #2 to the City:

a) Transfer of UGM's Adjoining Property to an entity wholly owned by UGM that continues to fulfill UGM's current mission;
b) The granting of an easement or license across all or a portion of UGM's Adjoining Property; or
c) The voluntary or involuntary transfer of a portion of UGM's Adjoining Property to a governmental entity.

3. Vacation of Denver and Erie Streets. Subject to the terms of this Agreement, and subject to the procedures and provisions of Chapter 35.79 RCW, City Engineering Services staff agrees, at no cost to UGM, to pursue vacation of those portions of Denver and Erie Streets illustrated in Exhibit C, reserving easements satisfactory to the City for the construction, repair, and maintenance of public utilities and services, including without limitation the Public Utilities, and the right to grant easements for the same. The ordinance vacating Erie Street shall further provide that upon UGM's sale or other transfer of ownership of UGM's adjoining property, or any portion thereof, title to vacated Erie Street shall vest in the City of Spokane at no cost or expense to the City, and that UGM shall execute such documents as are reasonably necessary to transfer title to the City, including a quit claim deed to vacated Erie Street. Notwithstanding the foregoing, the following events shall not be considered a "transfer" or "sale" of vacated Erie Street and shall not trigger the vesting vacated Erie Street in the City of Spokane:

a) Transfer of vacated Erie Street to an entity wholly owned by UGM that continues to fulfill UGM's current mission;

b) The granting of an easement or license across all or a portion of vacated Erie Street; or
c) The voluntary or involuntary transfer of a portion of vacated Erie Street to a governmental entity.

4. UGM Easement to City for Public Utilities. Subject to the terms of this Agreement, UGM agrees to grant the City a permanent easement on certain property for stormwater management purposes pursuant to the easement attached hereto as Exhibit D (the "Utility Easement"). The property described in said easement is hereinafter referred to as the "UGM Property."

5. UGM Easement to City for Trail. Subject to the terms of this Agreement, UGM agrees to grant the City an easement on certain property for pedestrian/bike trail purposes pursuant to the easement attached hereto as Exhibit E (the "Recreational Trail Easement")."

6. Consideration. The Parties hereby agree that the reciprocal transfers of interests in real property, as identified in Sections 1 through 5 above, provide sufficient consideration for the mutual undertakings and transfers contemplated by the terms of this Agreement.

7. Title to the City Property.

7.1 Conveyance of City Property. At closing the City shall convey to UGM fee simple title to the City Property by a duly executed and acknowledged statutory warranty deed (the "City Deed"), free and clear of all defects and encumbrances and subject only to those exceptions that UGM approves pursuant to Section 7.2 below (the "Permitted Exceptions") and subject to the easements and reversion provided for by this Agreement.

7.2 Preliminary Commitment for City Property. UGM shall order a preliminary commitment for an owner's standard coverage policy of title insurance in the amount of one hundred fifty thousand dollars ($150,000) to be issued by the Spokane County Title Company and accompanied by copies of all documents referred to in the commitment (the "Preliminary Commitment"). UGM shall advise the City by written notice of the exceptions to title, if any, that are disapproved by UGM ("Disapproved Exceptions") within fifteen (15) business days of receipt of the Preliminary Commitment and legible copies of all exceptions to title shown in the Preliminary Commitment. All monetary encumbrances other than nondelinquent ad valorem property taxes will be deemed to be disapproved. The City will have ten (10) days after receipt of UGM's notice to give UGM notice that (i) the City will remove Disapproved Exceptions or (ii) the City elects not to remove Disapproved Exceptions. If the City fails to give UGM notice before the expiration of the ten (10) day period, the City will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, the City shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by UGM.

If the City elects not to remove any nonmonetary Disapproved Exemptions, UGM will have until closing to notify the City of UGM's election either to proceed with the purchase and take the City Property subject to those exceptions, or to terminate this Agreement. If the City gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, UGM will have the right to either (i) elect to terminate this Agreement by written notice to the City or (ii) proceed with the purchase and take the City Property subject to those exceptions. If UGM elects to terminate this Agreement under this Section 5.2, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of the City, then UGM and the City shall share equally any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

7.3 Title Policy. The City shall cause Title Company to issue to UGM at closing a standard coverage owner's policy of title insurance insuring UGM's title to the City Property in the amount of $150,000 subject only to the Permitted Exceptions (the "Title Policy"). The Title Policy must be dated as of the Closing Date.

8. Conditions to Closing.

8.1 UGM's contingencies. UGM's obligation to close the transactions contemplated by this Agreement is expressly contingent upon the following:

8.1.2 Title Policy. UGM's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy;

8.1.3 Denver Street and Erie Street Vacations. Completion of the vacation of those Portions of Denver Street described and illustrated in Exhibit C; and

8.1.4 Representations and warranties. All of the City's representations and warranties contained in or made pursuant to this Agreement being true and correct when made and as of the Closing Date.

The foregoing conditions contained in Section 8.1 are collectively referred to in this Agreement as "UGM's Contingencies."

8.2 Satisfaction/waiver of UGM's Contingencies. UGM's Contingencies are solely for the benefit of UGM. The parties shall diligently attempt to timely satisfy all of the UGM's Contingencies. If any of UGM's Contingencies are not timely satisfied, UGM will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If UGM elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

8.3 City's contingencies. The City's obligation to sell the City Property is expressly contingent upon the following:

8.3.1 Utility and Recreational Trail Easements. The parties' mutual execution of the Utility Easement attached hereto as Exhibit D and the Recreational Trail Easement attached hereto as Exhibit E; and

8.3.2 Representations and warranties. All of UGM's representations and warranties contained in or made pursuant to this Agreement being true and correct when made and as of the Closing Date.

The foregoing conditions contained in Section 8.3 are collectively referred to in this Agreement as "City's Contingencies."

8.4 Satisfaction/waiver of City's Contingencies. City's Contingencies are solely for the benefit of the City. The parties shall diligently attempt to timely satisfy all of the City's Contingencies. If any of City's Contingencies are not timely satisfied, City will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If the City elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

9. Closing Date. This transaction will be closed in escrow by the Spokane County Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of the Title Company within thirty (30) days after the Spokane City Council's approval of the vacation of those portions of Denver Street and Erie Street depicted in Exhibit C (the "Closing Date"). The parties anticipate the Closing Date will be on or before April 15, 2019, and in any event the Closing Date shall be no later than 5:00 p.m. Pacific Time, on May 15, 2019. If closing does not occur on or before May 15, 2019, or any later date mutually agreed to in writing by UGM and City, Escrow Agent will immediately terminate the escrow and return all documents to the party that deposited them.

10. Closing.

10.1 City's Escrow Deposits. On or before the Closing Date, the City shall deposit into escrow the following:

10.1.1 the duly executed and acknowledged City Deed;

10.1.2 City Clerk Council Action Memorandum confirming that the City Council has approved the vacation of those portions of Denver Street and Erie Street depicted in Exhibit C;

10.1.3 the duly executed and acknowledged Utility Easement and Recreational Trail Easement;

10.1.4 a duly executed and acknowledged Real Estate Tax Affidavit;

10.1.4 cash in an amount sufficient to pay the City's share of closing costs;

10.1.5 any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered; and

10.1.6 a certificate reaffirming as of the Closing Date that all of the City's representations and warranties under the Agreement are true and correct.

10.2 UGM's Escrow Deposits. On or before the Closing Date, UGM shall deposit into escrow the following:

10.2.1 the duly executed and acknowledged Utility Easement and Recreational Trail Easement;

10.2.2 cash in an amount sufficient to pay the UGM's share of closing costs;

10.2.3 a duly executed and completed real estate excise tax affidavit;

10.2.4 any other documents or instruments UGM is obligated to provide pursuant to this Agreement (if any) in order to close this transaction; and

10.2.5 a certificate reaffirming as of the Closing Date that all of UGM's representations and warranties under this Agreement are true and accurate.

10.3 Additional Instruments and Documentation. UGM and City shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the transactions as set forth in this Agreement.

10.4 Closing Costs.

10.4.1 City's Costs. The City shall pay the premium for the Title Policy, the cost recording the City Deed, State of Washington real estate excise taxes applicable to the sale, if any, and one-half of Title Company's escrow fee. It is understood between the parties that pursuant to WAC 458-61A-205 this sale will be exempt from the Washington State real estate excise tax, and parties shall cooperate in executing such documents as are required to qualify the transaction for such exemption.

10.4.2 UGM's Costs. UGM shall pay one-half of Title Company's escrow fee.

11. Adjustments and Prorations. The following adjustments and prorations will be made as of the Closing Date.

11.1 Property Taxes. All property taxes payable in the year of closing and assessments approved by the parties, if any, will be prorated as of the Closing Date.

11.2 Utilities. All gas, electric and other utility charges will be prorated as of the Closing Date.

12. Representations and Warranties.

12.1 UGM's Representations and Warranties. UGM represents and warrants to City as follows:

12.1.1 UGM has full power and authority to execute the Utility Easement and Pedestrian/Bike Easement.

12.1.2 UGM is a corporation duly organized and validly existing under the laws of the state of Washington. This Agreement and all documents executed by UGM that are to be delivered to City at closing are, or at the time of closing will be, (i) duly authorized, executed and delivered by UGM, (ii) legal, valid and binding obligations of UGM, (iii) sufficient to convey title (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which UGM is a party or to which UGM or all or any portion of the property described in the Utility Easement is subject.

12.1.3 UGM has received no notice of any failure of UGM to comply with any applicable governmental requirements in respect of the use, occupation and construction of the property described in the Utility Easement.

12.1.4 To the best of UGM's actual knowledge, no building or other improvement encroaches on the property described in the Utility Easement and/or Pedestrian/Bike Easement; nor does any building or improvement that is a part of said property encroach on lands of others or any public or private road or right of way.

12.1.5 There are no leases affecting any part of the property described in the Utility Easement and/or Pedestrian/Bike Easement and there are no written or oral promises, understandings or agreements between UGM and any tenant that have not been disclosed by UGM as part of the materials provided by City.

12.1.6 UGM is not a foreign person as defined in Section 1445 of the Internal Revenue Code.

12.1.7 All of the representations, warranties and covenants of UGM contained in this Agreement are true and correct as of the Effective Date and as of the Closing Date and will survive the closing of the transaction contemplated by this Agreement.

12.2 City's Representations and Warranties. City represents and warrants to UGM as follows:

12.2.1 City has full power and authority to convey the City Property.

12.2.2 City is a Washington municipality validly existing under the laws of the state of Washington. This Agreement and all documents executed by City that are to be delivered to UGM at closing are, or at the time of closing will be, (i) duly authorized, executed and delivered by City, (ii) legal, valid and binding obligations of City, (iii) sufficient to convey title (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which City is a party or to which City or all or any portion of the City Property is subject.

12.2.3 City has received no notice of any failure of City to comply with any applicable governmental requirements in respect of the use, occupation and construction of the City Property.

12.2.4 To the best of City's actual knowledge, no building or other improvement encroaches on the City Property, nor does any building or improvement that is a part of the City Property encroach on lands of others or any public or private road or right of way.

12.2.5 There are no leases affecting any part of the City Property.

12.2.6 City is not a foreign person as defined in Section 1445 of the Internal Revenue Code.

12.2.7 All of the representations, warranties and covenants of City contained in this Agreement are true and correct as of the Effective Date and as of the Closing Date and will survive the closing of the transaction contemplated by this Agreement.

Except as specifically provided in this Agreement, City makes no warranty or representation, express or implied, with respect to the condition of the City Property or its suitability for any particular purpose.

13. Hazardous Materials.

Neither of the parties makes any representation whatsoever regarding the physical condition of the properties involved in this Agreement. UGM offers to purchase City Property #1 in an "as is" condition, with all physical defects, including those that cannot be observed by casual inspection. The city shall have no obligation to repair or remedy any physical defects of City Property #1. With respect to City Property #2, the City shall have no obligation to repair or remedy any physical defects of City Property #2; notwithstanding the foregoing, this provision does not relieve the City from any obligation to abate environmental hazards on City Property #2, if required to do so by law unrelated to abatement activities voluntarily undertaken by UGM.

UGM agrees that should it elect to remove any hazardous substance from the City Property, it will do so with the assistance of a properly qualified removal or abatement specialist pursuant to applicable federal, state and local laws and will further hold the City harmless from any and all loss, liability, cost, expenses, claims or suits including the obligation to defend the City should a claim be brought by any party against the City as a result of UGM's voluntary abatement activities.

14. Eminent Domain. If at any time after the Effective Date, UGM receives any notice of any condemnation proceedings relating to the UGM Property, or other proceedings, or other proceedings in the nature of eminent domain, it will promptly send a copy of such notice to City. If all or any part of the City Property or UGM Property is taken by condemnation or eminent domain, either of the Parties may, upon written notice to the other party, elect to terminate this Agreement, and in such event all monies theretofore paid on account must be returned, and neither party will have any further liability or obligation under this Agreement. If all or any portion of the City Property has been or is hereafter condemned or taken by eminent domain and this Agreement is not canceled, the City's right, title and interest in and to any awards in condemnation or eminent domain, or damages of any kind, to which City may have become entitled or may thereafter be entitled by reason of any exercise of the power of condemnation or eminent domain with respect to the City Property or any portion thereof shall accrue to City.

15. Possession. The City shall deliver possession of the City Property to UGM on the Closing Date. The Utility Easement and Pedestrian Bike easement govern use and enjoyment of the properties described therein.

16. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by Mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

UGM:
Director
Union Gospel Mission
504 N. Erie St.
Spokane, WA 99202

City:
Public Works Director
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after

5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

17. Brokers and Finders. Neither party has had any contact or dealings regarding any of the property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or a finder's fee as procuring cause of the purchase and sale contemplated by this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim.

18. Amendments. This Agreement may be amended or modified only by a written instrument executed by UGM and City.

19. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the deeds and transfer of title. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

21. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the purchase and sale of the UGM Property and City Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth.

22. Time of the Essence. Time is of the essence of this Agreement.

23. Waiver. Neither UGM's nor City's waiver of the breach of any covenant under this Agreement will be construed as a waiver of a subsequent breach of the same covenant.

24. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

25. Waiver of Seller Disclosure Statement. UGM expressly waives UGM's right to receive from the City a signed and dated Real Property Transfer Disclosure Statement as contemplated by Chapter 64.06 RCW.

26. Governmental Approval. UGM acknowledges and agrees that this Agreement does not bind the City of Spokane until it is signed by the Mayor following approval by the Spokane City Council in open public meeting.

27. Exhibits. The following exhibit is attached to and made a part of this Agreement by this reference.

Exhibit A	Legal Description of City Parcel #1
Exhibit B	Legal Description of City Parcel #2
Exhibit C	Illustration of Proposed Street Vacations & Property Transfers
Exhibit D	Utility Easement
Exhibit E	Recreational Trail Easement
Exhibit F	Legal Description of UGM's Adjoining Property

In witness whereof, the City and UGM have signed this Agreement effective as of the date first hereinabove written.

UNION GOSPEL MISSION
ASSOCIATION OF SPOKANE

By: _____
Its: EX. DIRECTOR

CITY OF SPOKANE

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Exhibit A

Legal Description of City Property #1

EXHIBIT A: LEGAL DESCRIPTION OF CITY PARCEL #1

PORTIONS OF BLOCK 21, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON TO BE TRANSFERRED TO UNION GOSPEL MISSION ASSOCIATION OF SPOKANE, MORE PARTICULARY DESCRIBED AS FOLLOWS:

A PORTION OF ASSESSOR'S PARCEL #35174.0521 TO BE TRANSFERRED DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 7, BLOCK 21, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF LOT 7 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE NORTH LINE OF SAID LOT 7, SOUTH 87°47'30" WEST 5.90 FEET TO A POINT ON A 357.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 40°27'50" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°02'13", 75.10 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7; THENCE ALONG SAID SOUTH LINE, NORTH 87°47'20" EAST 69.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE EAST LINE OF SAID LOT 7, NORTH 02°12'11" WEST 39.99 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

A PORTION OF ASSESSOR'S PARCEL #35174.0522 TO BE TRANSFERRED DESCRIBED AS FOLLOWS:

ALL OF LOTS 8, 9 AND 10, BLOCK 21, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

EXCEPT THOSE PORTIONS OF LOTS 8, 9 AND 10 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE ALONG THE NORTH LINE OF SAID LOT 8, SOUTH 87°47'20" WEST 69.30 FEET TO A POINT ON A 357.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 28°25'37" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°45'14", 54.62 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE ALONG SAID WEST LINE OF SAID LOTS 8, 9 AND 10, SOUTH 02°12'26" EAST 99.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE ALONG THE SOUTH LINE OF SAID LOT 10,

NORTH 87°46'51" EAST 119.95 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10;
THENCE ALONG THE EAST LINE OF SAID LOTS 10, 9 AND 8,
NORTH 02°12'11" WEST 119.96 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

A PORTION OF ASSESSOR'S PARCEL #35174.0595 TO BE TRANSFERRED DESCRIBED AS FOLLOWS:

ALL OF LOTS 15 THROUGH 18, INCLUSIVE, BLOCK 21, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

TOGETHER WITH THE ENTIRE 15 FOOT VACATED ALLEY ADJOINING SAID LOTS;

EXCEPT THE SOUTH 3.00 FEET OF SAID LOT 15 AND EXCEPT THE VACATED ALLEY ADJOINING SAID SOUTH 3 FEET OF SAID LOT 15.

AND EXCEPT THOSE PORTIONS OF LOTS 15 THROUGH 18, INCLUSIVE, AND OF THE VACATED ALLEY ADJOINING SAID LOTS, IN BLOCK 21, OF SAID DENNIS AND BRADLEY'S ADDITION, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 15 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 1, 2014 IN BOOK 155 OF SURVEYS AT PAGES 75 THROUGH 91; THENCE ALONG THE EAST LINE OF SAID LOT 15,
NORTH 02°11'56" WEST 3.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 3.00 FEET OF SAID LOT 15, THE TRUE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID SOUTH 3.00 FEET OF LOT 15 AND SAID LINE EXTENDED, SOUTH 87°47'30" WEST 134.96 FEET TO A POINT ON THE EAST LINE OF LOT 6 OF SAID BLOCK 21; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) CALLS:
1) NORTH 02°12'11" WEST 1.75 FEET;
2) CONTINUING NORTH 02'12'11" WEST 14.41 FEET TO A POINT ON A 346.50 FOOT RADIUS NONTANGENT CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 43°11'33" WEST; THENCE LEAVING SAID EAST LINE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°26'19", 32.89 FEET; THENCE ALONG A NONTANGENT LINE, SOUTH 47°52'45" EAST 11.00 FEET TO A POINT ON A 357.50 FOOT RADIUS NONTANGENT CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 48°36'29" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°51'52", 49.07 FEET TO THE POINT OF COMPOUND CURVE OF A 132.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 56°28'21" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'59", 10.87 FEET; THENCE ALONG A NONTANGENT LINE, NORTH 12°32'02" EAST 11.36 FEET; THENCE NORTH 20°17'55" EAST 23.67 FEET TO THE POINT OF CURVE OF A 91.00

FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°36'01" 47.01 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 18; THENCE ALONG SAID NORTH LINE, A NONTANGENT LINE, NORTH 87°48'08" EAST 47.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE ALONG THE EAST LINE OF SAID LOTS 18, 17, 16 AND 15, SOUTH 02°11'56" EAST 156.92 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF ASSESSOR'S PARCEL #35174.0530 TO BE TRANSFERRED DESCRIBED AS FOLLOWS:

LOTS 19 AND 20, BLOCK 21, DENNIS AND BRADLEY'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 160, CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON;

TOGETHER WITH THE ENTIRE 15 FOOT VACATED ALLEY ADJOINING SAID LOTS;

EXCEPT THOSE PORTIONS OF LOTS 19 AND 20, AND OF THE VACATED ALLEY ADJOINING SAID LOTS, IN BLOCK 21, OF SAID DENNIS AND BRADLEY'S ADDITION, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 19 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 1, 2014 IN BOOK 155 OF SURVEYS AT PAGES 75 THROUGH 91; THENCE ALONG THE SOUTH LINE OF SAID LOT 19, SOUTH 87°48'08" WEST 47.88 FEET TO A POINT ON A 91.00 FOOT RADIUS NONTANGENT CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 80°41'54" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°59'30", 38.10 FEET TO THE POINT OF COMPOUND CURVE OF A 79.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 56°42'24" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°48'35", 24.71 FEET TO THE POINT OF COMPOUND CURVE OF A 104.60 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 38°53'50" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°31'07", 10.07 FEET TO THE POINT OF COMPOUND CURVE OF A 99.50 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 33°22'43" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°12'31", 29.88 FEET TO A POINT OF COMPOUND CURVE OF A 161.65 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 16°10'12" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°03'22", 22.73 FEET TO A POINT ON THE NORTH LINE OF SAID VACATED ALLEY; THENCE ALONG SAID NORTH LINE, A NONTANGENT LINE, NORTH 87°48'27" EAST 12.54 FEET TO THE NORTHWEST CORNER OF SAID

LOT 20; THENCE ALONG THE NORTH LINE OF SAID LOT 20, NORTH 87°48'27" EAST 119.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE ALONG THE EAST LINE OF SAID LOTS 20 AND 19, SOUTH 02°11'56" EAST 79.96 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF ASSESSOR'S PARCEL #35174.0581 TO BE TRANSFERRED DESCRIBED AS FOLLOWS:

THE SOUTH 32 FEET OF LOT 5, AND ALL OF LOT 6, BLOCK 21, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN BOOK "A" OF PLATS, PAGES 160 AND 161, IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF LOT 6 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE ALONG THE SOUTH LINE OF SAID LOT 6, SOUTH 87°47'30" WEST 5.90 FEET TO A POINT ON A 357.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 40°27'50" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°12'50", 7.57 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE ALONG SAID EAST LINE, SOUTH 02°12'11" EAST 4.75 FEET TO THE POINT OF BEGINNING;

ALL SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Exhibit B

Legal Description of City Property #2

EXHIBIT B: LEGAL DESCRIPTION OF CITY PARCEL #2

PORTIONS OF BLOCKS 19 AND 24, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON TO BE TRANSFERRED TO (INSERT OFFICIAL NAME(S)), MORE PARTICULARY DESCRIBED AS FOLLOWS:

ASSESSOR'S PARCEL #35174.0528 TO BE TRANSFERRED DESCRIBED AS FOLLOWS:

LOTS 4 AND 5 AND A PORTION OF LOT 6, BLOCK 19, OF DENNIS & BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 4, 5 AND 6 OF SAID BLOCK 19, OF SAID DENNIS & BRADLEY'S ADDITION,

EXCEPT THE SOUTHWESTERLY 5.0 FEET OF SAID LOT 6,

TOGETHER WITH:

A PORTION OF ASSESSOR'S PARCEL #35174.0533 TO BE TRANSFERRED DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 18, BLOCK 24 OF DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF LOT 9 OF SAID BLOCK 19 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 1, 2014 IN BOOK 155 OF SURVEYS AT PAGES 75 THROUGH 91; THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 19, NORTH 35°55'33" E 120.32 FEET TO THE SOUTHERLY MOST CORNER OF LOT 7 OF SAID BLOCK 19; THENCE LEAVING SAID EASTERLY LINE, SOUTH 32°52'10" EAST 30.93 FEET TO A POINT ON A 534.50 FOOT RADIUS NONTANGENT CURVE TO THE RIGHT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 33°12'48" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'06", 103.88 FEET TO THE TRUE POINT OF BEGINNING, A POINT ON THE WEST LINE OF SAID BLOCK 24; THENCE ALONG SAID WEST LINE, NORTH 35°55'33" EAST 41.75 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 18; THENCE ALONG THE EAST LINE OF SAID LOT 18, SOUTH 02°12'26" EAST 24.26 FEET TO A POINT ON A 534.50 FOOT RADIUS

NONTANGENT CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 19°09'56" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°54'47", 27.18 FEET TO THE TRUE POINT OF BEGINNING, FROM WHICH SAID SOUTHERLY MOST CORNER OF LOT 9 OF SAID BLOCK 19 BEARS SOUTH 56°17'41" WEST 215.48 FEET.

ALL SITUATE IN CITY OF SPOKANE, STATE OF WASHINGTON.

Exhibit C

Illustration of Proposed Street Vacations and Property Transfers

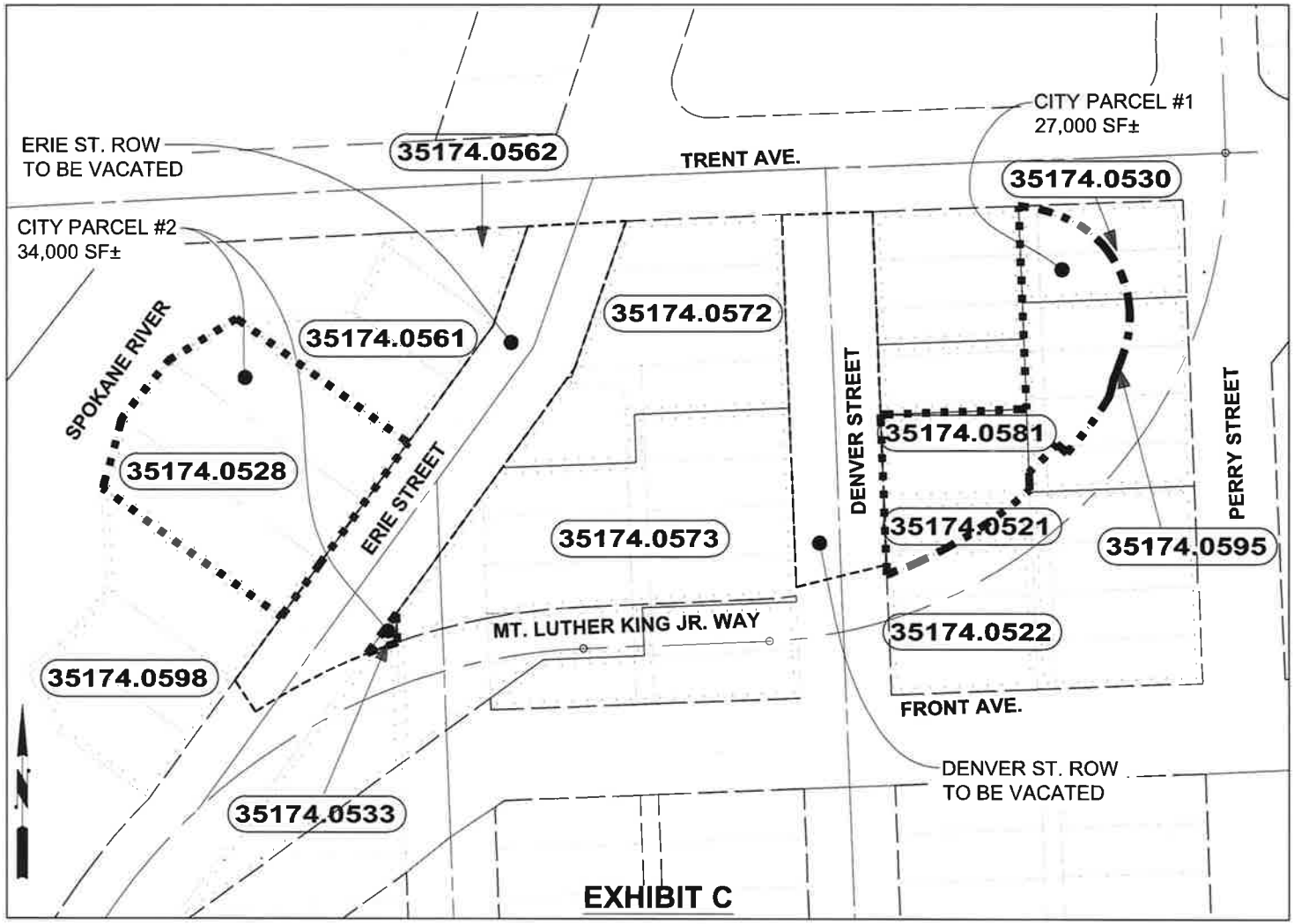

ERIE ST. ROW
TO BE VACATED
35174.0562
TRENT AVE.
CITY PARCEL #1
27,000 SF±
35174.0530
CITY PARCEL #2
34,000 SF±
SPOKANE RIVER
35174.0561
35174.0572
DENVER STREET
PERRY STREET
35174.0581
35174.0528
ERIE STREET
35174.0521
35174.0595
35174.0573
MT. LUTHER KING JR. WAY
35174.0522
35174.0598
FRONT AVE.
DENVER ST. ROW
TO BE VACATED
35174.0533
N
EXHIBIT C

Exhibit D

Form of Utility Easement

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201

UTILITY AND ACCESS EASEMENT

This Utility and Access Easement ("Easement") is made and executed this _____ day of _____, 2018, by UNION GOSPEL MISSION ASSOCIATION OF SPOKANE, a nonprofit corporation ("Grantor"), and the CITY OF SPOKANE, a Washington municipal corporation ("City" or "Grantee"), hereinafter jointly referred to as "Parties".

WHEREAS, Grantor is the owner of certain land located in the SE ¼ of Section 17, Township 25 North, Range 43 East, W.M., and more particularly described in Exhibit A hereto (the "Easement Area"):

WHEREAS, Grantor is desirous of granting the City a stormwater utility and access easement over, under, through, across, and upon the Easement Area for public stormwater swale and utility purposes ("Public Utilities") as shown on Exhibit B;

NOW, THEREFORE, in consideration of the mutual benefits derived by Grantors, and the mutual covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the City agree as follows:

1. Easement. Grantor hereby grants, conveys, warrants and delivers to the City a perpetual Easement on, over, under, through, across, and upon the Easement Area for purposes of accessing, installing, operating, maintaining, repairing, removing and/or replacing a stormwater swale, stormwater detention and pumping facility and/or structure, and associated appurtenances ("Easement").

2. Purpose. This Easement is granted for the purposes of allowing the City, through its officers, employees, contractors and agents, at all times to enter the Easement Area for the purpose of installing, operating, maintaining, repairing, removing and/or replacing Public Utilities, including a stormwater swale and associated piping, manholes and appurtenances.

3. **Non-Exclusive**. The Easement shall be non-exclusive; provided, however, Grantor shall not grant or convey any interest that materially conflicts with the interest of the City under this Easement, or allow others to obstruct, impair or interfere with the Easement or the Public Utilities installed therein.

4. **Maintenance**. Grantor hereby covenants and agrees to water, fertilize, and mow the Easement Area so as to maintain it in a park like setting.

5. **Obstructions**. Neither Grantor, nor its successors or assigns shall erect or place any improvement(s) within the Easement Area which interfere with the Grantee's right to access the Public Utilities without the prior written approval of the City's Director of Public Works ("Permitted Improvements"), which approval shall not be unreasonably withheld. In the event improvements of any type are placed over the Easement Area without the City's consent, it will be the responsibility of the Grantor to bear all the costs to replace any such improvements should the City of Spokane have to disrupt the improvement for the repair, maintenance, reconstruction, removal or replacement of the Public Utilities.

6. **Ownership of Utilities**. The Public Utilities placed within the Easement shall remain the property of the City, with the City retaining authority over the utilities and related appurtenances.

7. **Condition of Easement Property**. Upon each and every occasion that the City installs, repairs, maintains, removes, and/or replaces the Public Utilities, it shall restore the Permitted Improvements and Grantor's surrounding property, to the condition such Permitted Improvements and surrounding property were in prior to any such installation or work, to the extent any damage or disturbance of the Permitted Improvements and Grantor's surrounding property was caused by the City's installation, repair, maintenance, removal and/or replacement of the Water Main.

8. **Successors**. The agreements contained herein and the rights granted hereby shall run with the title to the Easement Area and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

9. **Transfer of Ownership.** Upon the Grantor's future sale or transfer of Grantor's adjoining property or upon Grantor's transfer to the City of vacated Erie Street according to the terms of that certain deed dated _____ and filed for record on _____ as Auditor's recording number _____, Grantor shall also transfer, deliver and convey fee ownership of the Easement Area to the City. Grantor's adjoining property for purposes of this provision, is the Adjoining Property as defined in the referenced deed. Notwithstanding the foregoing, the following events shall not be considered a "transfer" or "sale" and shall not trigger the Grantor's obligation to transfer, deliver, and convey fee ownership of the Easement Area to the City:

a) Transfer of UGM's Adjoining Property to an entity wholly owned by UGM that continues to fulfill UGM's current mission;

b) The granting of an easement or license across all or a portion of UGM's Adjoining Property; or
c) The voluntary or involuntary transfer of a portion of UGM's Adjoining Property to a governmental entity.

10. **Utility Service**. Nothing in this Easement or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services, or to pay for any service connections, or installations near or adjacent to the Easement.

11. **Indemnification**. The Grantor and the City shall each defend, indemnify, hold and save harmless the other from all loss, damage, liability, or expense (including expense of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any property, caused by or resulting from any act or omission of each party's own comparative negligence, or from the comparative negligence of each parties' officers, agents or employees , if such act or omission occurs in the Easement Area..

Dated this _____ day of _____, 2018.

GRANTOR(S):

UNION GOSPEL MISSION

By: _____
Its: _____

GRANTEE: CITY OF SPOKANE

By: _____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the _____ that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

_____
Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: _____

Exhibit A

Legal Description of Easement Area

EXHIBIT A: LEGAL DESCRIPTION OF RECREATIONAL TRAIL EASEMENT

A 25 FOOT WIDE TRAIL EASEMENT FOR A PORTION OF THE BEN BURR TRAIL SYSTEM THAT WILL CROSS THE FOLLOWING SPOKANE COUNTY ASSESSOR'S PARCEL NUMBERS 35174.0562, 35174.0561, 35174.0528 AND 35174.0598 MORE PARTICULARY DESCRIBED BELOW:

PORTIONS OF BLOCKS 19, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON FOR A 25 FOOT WIDE TRAIL EASEMENT, MORE PARTICULARY DESCRIBED AS FOLLOWS:

ASSESSOR'S PARCEL 35174.0562

THAT PORTION OF LOT 1, BLOCK 19 OF DENNIS AND BRADLEY'S ADDTION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25.00 FEET IN WIDTH FOR AN EASEMENT FOR A PORTION OF THE BEN BURR TRAIL, LYING EASTERLY OF AND COINCIDENT WITH THE TOP OF THE SPOKANE RIVER BANK AS IT EXISTS AS OF FEBRUARY, 2019.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENEDED AND SHORTENED TO TERMINATE AT THE NORTHERLY AND SOUTHERLY LINES OF SAID LOT 1, BLOCK 19.

ASSESSOR'S PARCEL 35174.0561

THAT PORTION OF LOTS 2 AND 3, BLOCK 19, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25.00 FEET IN WIDTH FOR AN EASEMENT FOR A PORTION OF THE BEN BURR TRAIL, LYING EASTERLY OF AND COINCIDENT WITH THE TOP OF THE SPOKANE RIVER BANK AS IT EXISTS AS OF FEBRUARY, 2019.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENEDED AND SHORTENED TO TERMINATE AT THE NORTHERLY LINE OF SAID LOT 2, BLOCK 19 AND THE SOUTHERLY LINE OF SAID LOT 3, BLOCK 19.

ASSESSOR'S PARCEL 35174.0528

THAT PORTION OF LOTS 4 THROUGH 6, BLOCK 19 OF DENNIS & BRADLEY'S ADDITION AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, CITY OF SPOKANE, RECORDS OF SPOKANE COUNTY, EXCEPT THE SOUTHWESTERLY 5 FEET OF SAID LOT 6 DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25.00 FEET IN WIDTH FOR AN EASEMENT FOR A PORTION OF THE BEN BURR TRAIL, LYING EASTERLY OF AND COINCIDENT WITH THE TOP OF THE SPOKANE RIVER BANK AS IT EXISTS AS OF FEBRUARY, 2019.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENEDED AND SHORTENED TO TERMINATE AT THE NORTHERLY LINE OF SAID LOT 4, BLOCK 19 AND A POINT ALONG THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL.

ASSESSOR'S PARCEL 35174.0598

THAT PORTION OF THE SOUTHWESTERLY FIVE FEET OF LOT 6 AND LOTS 7, 8 AND 9, BLOCK 19, DENNIS AND BRADLEY'S ADDITION, EXCEPT THE RAILROAD RIGHT OF WAY AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25.00 FEET IN WIDTH FOR AN EASEMENT FOR A PORTION OF THE BEN BURR TRAIL, LYING EASTERLY OF AND COINCIDENT WITH THE TOP OF THE SPOKANE RIVER BANK AS IT EXISTS AS OF FEBRUARY, 2019.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENEDED AND SHORTENED TO TERMINATE AT A POINT ALONG THE NORTHERLY LINE OF THE ABOVE DESCRIBED PARCEL AND THE SOUTHERLY LINE OF SAID LOT 9, BLOCK 19 INCLUDING THAT PORTION EXCEPTED OUT FOR SAID RAILROAD RIGHT OF WAY.

Exhibit B

Recreational Trail & Stormwater Facility

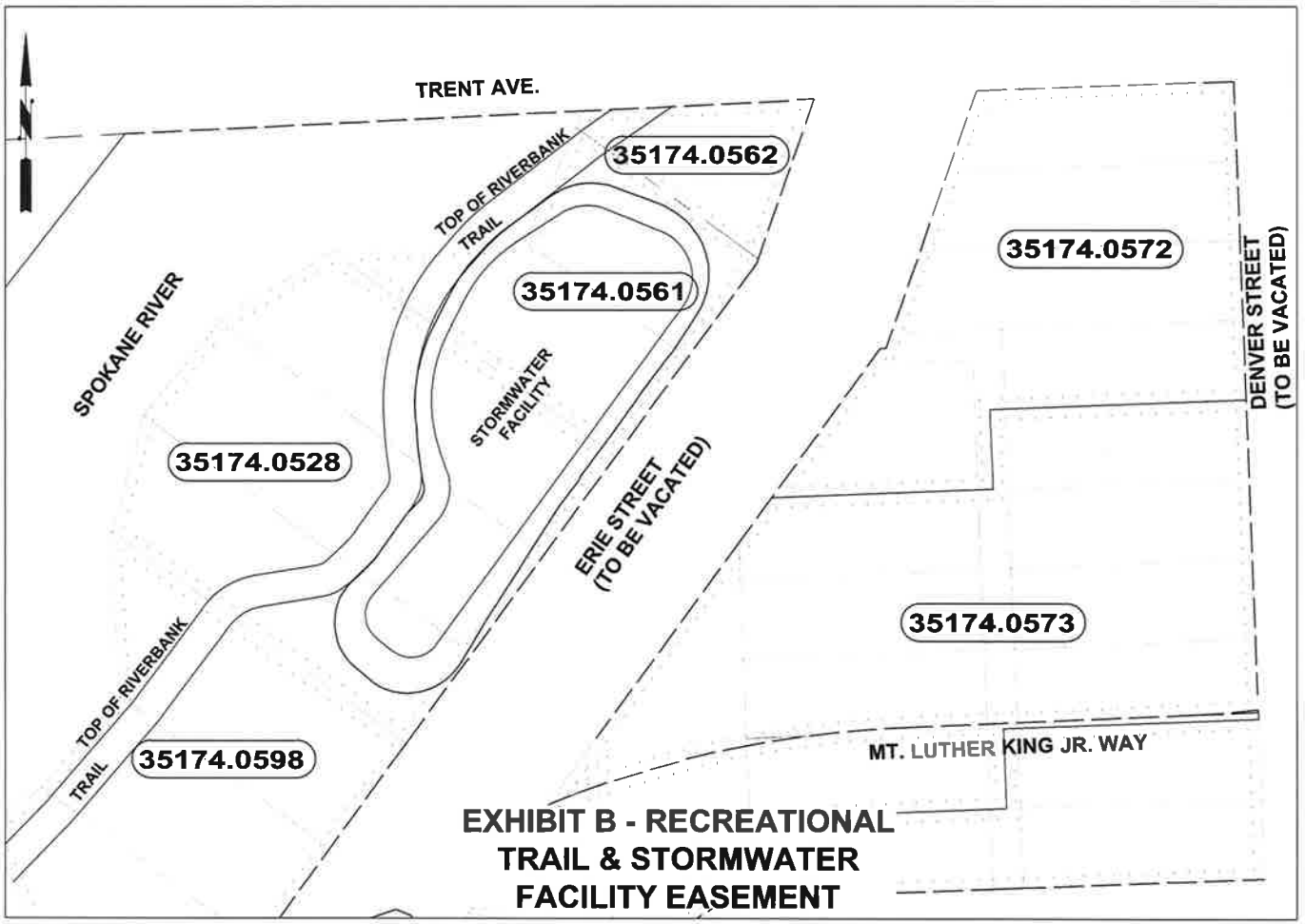

TRENT AVE.
35174.0562
TOP OF RIVERBANK TRAIL
35174.0561
35174.0572
DENVER STREET (TO BE VACATED)
SPOKANE RIVER
STORMWATER FACILITY
35174.0528
ERIE STREET (TO BE VACATED)
35174.0573
TOP OF RIVERBANK TRAIL
35174.0598
MT. LUTHER KING JR. WAY
EXHIBIT B - RECREATIONAL TRAIL & STORMWATER FACILITY EASEMENT

Exhibit E

Form of Recreational Trail Easement

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201

RECREATIONAL TRAIL EASEMENT

This Easement Agreement is made this ____ day of _____, 20____, by and between UNION GOSPEL MISSION ASSOCIATION OF SPOKANE, a nonprofit corporation "Grantor,", and **the CITY OF SPOKANE**, a Washington municipal corporation, as "Grantee" or "City".

WHEREAS, Grantor is the owner of certain real property located in the City of Spokane, Spokane County, Washington legally described in Exhibit A to this Easement Agreement (the "Property"):

WHEREAS, in conjunction with construction of the Erie Stormwater Facility, Project No. 2015130, Grantor and Grantee desire to enter into an agreement by which the City will construct a recreational trail on Grantor's Property as shown on Exhibit B; and

WHEREAS, Grantor is willing to provide the City with an easement for recreational purposes to facilitate construction and use of a segment of a pedestrian/bike trail over, through and across Grantors' Property; and

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms, conditions and covenants, Grantors hereby grant, convey, and warrant to Grantee:

1. **EASEMENT**. Grantor does hereby grant, convey, warrant and deliver to Grantee a perpetual non-exclusive recreational trail easement over and across the Property ("**Easement Area**"). The Easement Area is an approximate location for the trail and the parties shall mutually agree upon the final location and alignment of the trail prior to construction of the trail and, subject to limitations in chapter 90.58 RCW (Shoreline Management Act of 1971) and the regulations promulgated thereunder, the parties anticipate that the trail will be located as near to the south side of the river slope in conformance with applicable design standards. This Easement is granted prior to construction of the trail for which it is granted. Upon completion of the trail,

Grantee shall cause "as-built" drawing(s) of the actual trail location to be recorded as an Amendment to this Easement for the purpose of establishing the exact location of the Easement Area. Grantor specifically authorizes Grantee to record such Amendment and will cooperate in execution of the Amendment.

2. **PURPOSE AND MAINTENANCE**. This Easement is granted for the purpose of allowing the City, through is officers, employees, contractors and agents, at all times to enter the Easement Area for the purpose of constructing, operating, maintaining, repairing and/or replacing a section of the pedestrian/bike trail and related appurtenances and utilities and for the further purpose of enabling continuous public pedestrian and bicycle access along the trail, subject to Grantor' responsibilities as the adjoining land owner. Grantor agrees to not interfere with the use of the Easement Area for these purposes. Grantee agrees that in the maintenance, operation, repair or replacement of the trail or any utilities on or in the vicinity of the Easement Area that it will, at its own expense, restore the surface of the Easement Area and any of Grantors' adjacent property to the same or better conditions which existed prior to Grantee's entry thereon.

The City plans to construct the portion of the trail across parcel number 35174.0528 and the south half of 35174.0561 in 2019, the portion of the trail across the north half of parcel number 35174.0561 and 35174.0562 in 2020, 2021 or later dependent on DOT's bridge replacement project and other factors, and the portion of the trail across parcel 35174.0598 in conjunction with a future Trent Bridge to Iron Bridge trail completion project at an undetermined date. These time frames are subject to change. In no event shall the City's delay in building any portion of the trail be considered an abandonment of the City's rights under this Easement Agreement. Notwithstanding the foregoing, if UGM redevelops parcel 35174.0598 before the City advertises for bids a trail completion project from Iron Bridge to Trent Bridge, it shall be UGM responsibility to construct the trail across parcel 35174.0598, and UGM shall complete the same according to City standards and to the City's satisfaction, at no cost to the City.

3. **DURATION**. This grant of Easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

4. **CORPORATE AUTHORITY**. Each individual executing this Easement on behalf of the respective parties represents and warrants that he/she is duly authorized to execute and enter into this Agreement on behalf of said party and that this Easement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, this Easement is executed by the parties, intended to be legally bound, as of the date first written above.

GRANTORS:

UNION GOSPEL MISSION

By: _____

Its: _____

GRANTEE: City of Spokane

By:_____

Title:_____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the _____ that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

_____
Notary Public in and for the State of
Washington, residing at Spokane
My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Theresa Sanders and Terri L. Pfister, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator, and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

NOTARY SEAL

_____
Notary Public in and for the State of Washington, residing at Spokane.

Appointment expires: _____

Exhibit A

Legal Description of Easement Area

EXHIBIT A: LEGAL DESCRIPTION OF RECREATIONAL TRAIL EASEMENT

A 25 FOOT WIDE TRAIL EASEMENT FOR A PORTION OF THE BEN BURR TRAIL SYSTEM THAT WILL CROSS THE FOLLOWING SPOKANE COUNTY ASSESSOR'S PARCEL NUMBERS 35174.0562, 35174.0561, 35174.0528 AND 35174.0598 MORE PARTICULARY DESCRIBED BELOW:

PORTIONS OF BLOCKS 19, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON FOR A 25 FOOT WIDE TRAIL EASEMENT, MORE PARTICULARY DESCRIBED AS FOLLOWS:

ASSESSOR'S PARCEL 35174.0562

THAT PORTION OF LOT 1, BLOCK 19 OF DENNIS AND BRADLEY'S ADDTION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25.00 FEET IN WIDTH FOR AN EASEMENT FOR A PORTION OF THE BEN BURR TRAIL, LYING EASTERLY OF AND COINCIDENT WITH THE TOP OF THE SPOKANE RIVER BANK AS IT EXISTS AS OF FEBRUARY, 2019.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENEDED AND SHORTENED TO TERMINATE AT THE NORTHERLY AND SOUTHERLY LINES OF SAID LOT 1, BLOCK 19.

ASSESSOR'S PARCEL 35174.0561

THAT PORTION OF LOTS 2 AND 3, BLOCK 19, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

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THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENEDED AND SHORTENED TO TERMINATE AT THE NORTHERLY LINE OF SAID LOT 2, BLOCK 19 AND THE SOUTHERLY LINE OF SAID LOT 3, BLOCK 19.

ASSESSOR'S PARCEL 35174.0528

THAT PORTION OF LOTS 4 THROUGH 6, BLOCK 19 OF DENNIS & BRADLEY'S ADDITION AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, CITY OF SPOKANE, RECORDS OF SPOKANE COUNTY, EXCEPT THE SOUTHWESTERLY 5 FEET OF SAID LOT 6 DESCRIBED AS FOLLOWS:

A STRIP OF LAND 25.00 FEET IN WIDTH FOR AN EASEMENT FOR A PORTION OF THE BEN BURR TRAIL, LYING EASTERLY OF AND COINCIDENT WITH THE TOP OF THE SPOKANE RIVER BANK AS IT EXISTS AS OF FEBRUARY, 2019.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENEDED AND SHORTENED TO TERMINATE AT THE NORTHERLY LINE OF SAID LOT 4, BLOCK 19 AND A POINT ALONG THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL.

ASSESSOR'S PARCEL 35174.0598

THAT PORTION OF THE SOUTHWESTERLY FIVE FEET OF LOT 6 AND LOTS 7, 8 AND 9, BLOCK 19, DENNIS AND BRADLEY'S ADDITION, EXCEPT THE RAILROAD RIGHT OF WAY AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

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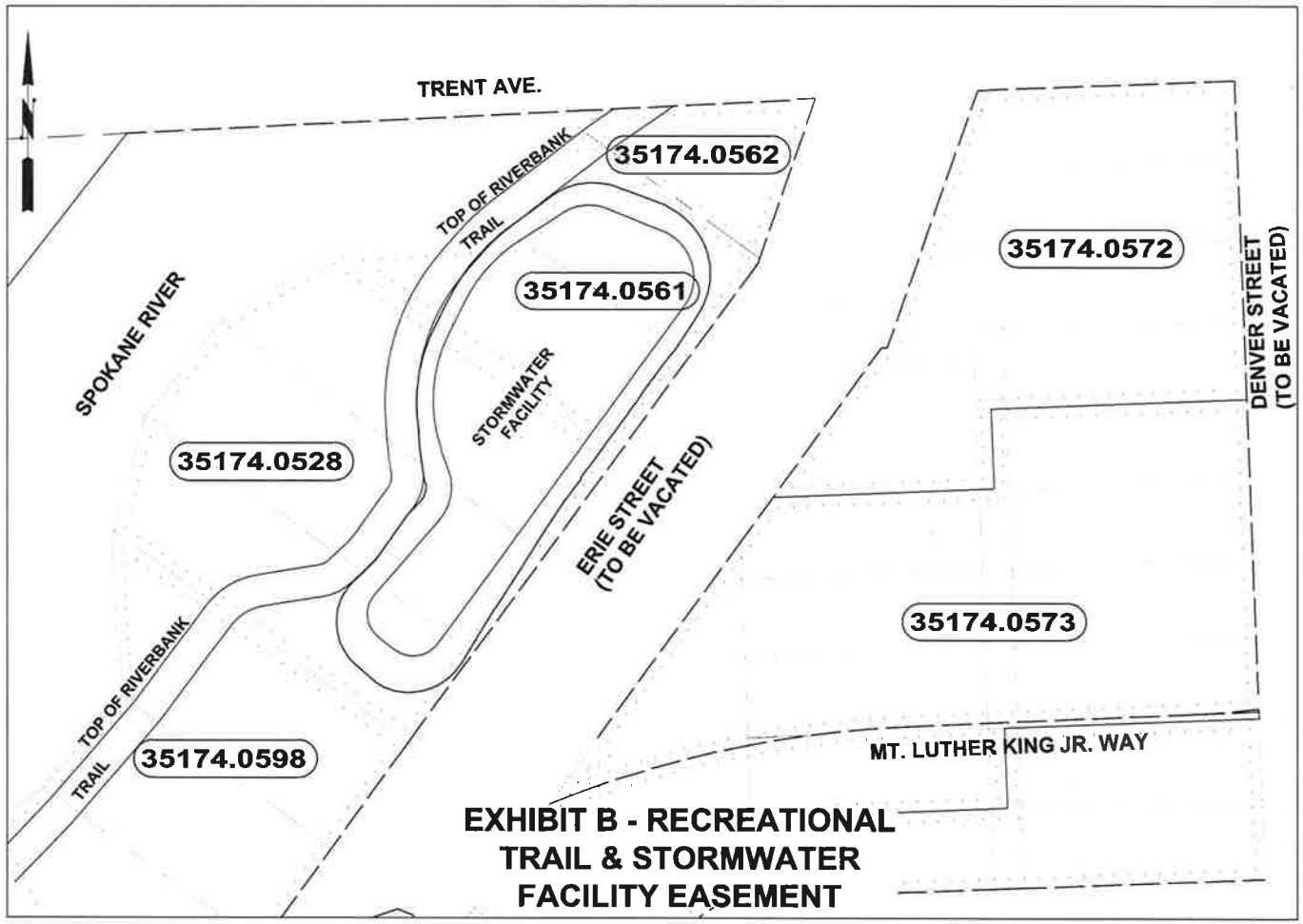
THE SIDELINES OF THE ABOVE DESCRIBED STRIP OF LAND SHALL BE EXTENEDED AND SHORTENED TO TERMINATE AT A POINT ALONG THE NORTHERLY LINE OF THE ABOVE DESCRIBED PARCEL AND THE SOUTHERLY LINE OF SAID LOT 9, BLOCK 19 INCLUDING THAT PORTION EXCEPTED OUT FOR SAID RAILROAD RIGHT OF WAY.

Exhibit B

Recreational Trail & Stormwater Facility


TRENT AVE.
N
35174.0562
TOP OF RIVERBANK
TRAIL
35174.0561
SPOKANE RIVER
STORMWATER FACILITY
35174.0572
DENVER STREET (TO BE VACATED)
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ERIE STREET (TO BE VACATED)
35174.0573
TOP OF RIVERBANK
TRAIL
35174.0598
MT. LUTHER KING JR. WAY
EXHIBIT B - RECREATIONAL TRAIL & STORMWATER FACILITY EASEMENT

Exhibit F

Legal Description of UGM's Adjoining Property

EXHIBIT F: LEGAL DESCRIPTION OF UGM'S ADJOINING PROPERTY

ASSESSOR'S PARCEL 35174.0572

LOTS 1 THROUGH 4 AND LOT 16, BLOCK 20 INCLUDING THE 15 FOOT VACATED ALLEY BETWEEN SAID LOTS AND INCLUDING 7.5' VACATED ALLEY ADJOINING THE BALANCE OF LOT 4, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

ASSESSOR'S PARCEL 35174.0562

LOT 1, BLOCK 19, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

ASSESSOR'S PARCEL 35174.0561

LOTS 2 AND 3, BLOCK 19, DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

ASSESSOR'S PARCEL 35174.0598

THE SOUTHWESTERLY FIVE FEET OF LOT 6 AND LOTS 7, 8 AND 9, BLOCK 19, DENNIS AND BRADLEY'S ADDITION, EXCEPT THE RAILROAD RIGHT OF WAY AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

ASSESSOR'S PARCEL #35174.0573

ALL OF LOTS 5, 6, 7, 8, 12, 13, 14, AND 15, BLOCK 20; DENNIS AND BRADLEY'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

TOGETHER WITH ALL THAT PORTION OF THE VACATED ALLEY IN SAID BLOCK 20, LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 IN SAID BLOCK 20, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 7 IN SAID BLOCK 20; ALSO THE WEST HALF OF THE VACATED ALLEY EAST OF AND ADJOINING LOT 8; ALSO THE EAST HALF OF THE VACATED ALLEY WEST OF AND ADJOINING SAID LOT 15;

ALSO TOGETHER WITH THAT PORTION OF LOT 9 IN SAID BLOCK 20, LYING NORTHERLY OF A LINE DRAWN PARALLEL TO AND 50 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES TO THE CENTERLINE BETWEEN THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S FORMER MAIN LINE TRACKS;

ALSO TOGETHER WITH THAT PORTION OF VACATED IVORY STREET, IN THE CITY OF SPOKANE, LYING SOUTHERLY OF THE SOUTHEASTERLY LINE OF ERIE STREET AND NORTHERLY OF A LINE DRAWN ACROSS IVORY STREET PARALLEL TO AND 50 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE BETWEEN THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S FORMER MAIN LINE TRACKS;

EXCEPT THOSE PORTIONS OF LOTS 7, 8, 9 AND 12 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE SOUTH LINE OF SAID LOT 12, SOUTH 87°46'51" WEST 119.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE CONTINUING ALONG THE WESTERLY EXTENSION OF SAID SOUTH LINE, SOUTH 87°46'51" WEST 7.50 FEET TO A POINT ON THE CENTERLINE OF SAID VACATED ALLEY; THENCE ALONG SAID CENTERLINE, SOUTH 02°12'26" EAST 39.99 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 8; THENCE ALONG SAID EASTERLY EXTENSION, SOUTH 87°46'51" WEST 7.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE ALONG THE SOUTH LINE OF SAID LOT 8, SOUTH 87°46'51" WEST 75.45 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 50 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES

FROM THE CENTERLINE BETWEEN THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC COMPANY'S FORMER MAIN LINE TRACKS; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING TWO (2) CALLS:

1) SOUTH 53°46'51" WEST 53.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 9;

2) CONTINUING SOUTH 53°46'51" WEST 90.48 FEET TO A POINT ON THE WEST LINE OF SAID VACATED IVORY STREET; THENCE ALONG SAID WEST LINE, NORTH 02°12'26"WEST 99.86 FEET TO A POINT ON A 534.50 FOOT RADIUS NONTANGENT CURVE, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 19°09'56" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°37'54", 155.15 FEET TO THE POINT OF TANGENT; THENCE NORTH 87°27'58" EAST 146.88 FEET TO THE POINT OF CURVE OF A 357.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°51'25", 30.31 FEET TO A POINT ON THE EAST LINE OF SAID LOT 12; THENCE ALONG SAID EAST LINE, SOUTH 02°12'26" EAST 4.68 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/9/2019
		Clerk's File #	RES 2019-0029
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	OPR 2019-
Contact Name/Phone	MARK 625-6154	Project #	2017105
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	CR20451
Agenda Item Name	0370 - SOLE SOURCE RESOLUTION - KPFF		

Agenda Wording

A resolution declaring KPFF Engineering a sole source provider and authorizing the purchase of services from KPFF over a one year period at a cost not to exceed $1,500,000.00.

Summary (Background)

The City of Spokane has been working with Kiewit Infrastructure West under contract on the Progressive Design Build process for the Post Street Bridge replacement. During the validation phase of this contract the City and Kiewit team were unable to come up with an agreeable Guaranteed Maximum Price and therefore the contract was terminated. The Kiewit team was also able to produce approximately 50% completed design drawings for the new structure during the validation process. Therefore due to

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Neutral	$ 1,500,000	# 4250-43387-94350-56501-14392
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PS&H 4/8/19
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mserbousek@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		publicworksaccounting@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the high level at which the design of the bridge has been completed to this point, the Engineering Services Department would like to obtain the services of KPFF Engineering, a subcontractor to Kiewit on the original PDB contract. This would allow KPFF to continue on with the design of the bridge and provide the City with set of biddable documents at the end of this process.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper

Public Safety & Community Health

Division & Department:	Public Works – Engineering Services
Subject:	Sole source design Contract for Post Street Bridge
Date:	4/8/2019
Contact (email & phone):	Mark Serbousek x6154
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is funded and approved in the City-Wide program. *"This project meets 50 goals in Chapter 4 of the Comprehensive Plan. Specifically in TR 1-8 and TR 10."*
Strategic Initiative:	PIES - Repurposing of Public Property and Assets to Stimulate Private Investment – Leverage Riverfront Park Investments Urban Experience – Develop and Formalize World Class River Trail System
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	Award of sole source contract – April 2019

Background/History: The city of Spokane has been working with Kiewit Infrastructure West under contract on the Progressive Design Build process for the Post St. Bridge replacement. During the validation phase of this contract the City and Kiewit team were unable to come up with an agreeable Guaranteed Maximum Price and therefore the contract was terminated. As part of this validation process the Kiewit team was able to go through 3 different design type iterations before settling on the final structure type of reusing the exiting arches. This provides a constructible bridge and the most cost effective structure to meet the cities needs. The Kiewit team was also able to produce approximately 50% completed design drawings for the new structure during the validation process. Therefore due to the high level at which the design of the bridge has been completed to this point, the Engineering Services Department would like to obtain the services of KPFF Engineering, a subcontractor to Kiewit on the original PDB contract. This would allow KPFF to continue on with the design of the bridge and provide the city with set of biddable documents at the end of this process. The city would then go out to competitive bid late 2019 or early 2020. To complete this process the city will have to sole source KPFF and by doing this the city will save money and time on the project. If the sole source process is not used, the city will have to go out for a new RFP. This process would bring in a new design firm which would basically have to start the whole design all over. This will increase the design time and dramatically increase the design cost. The bridge construction is funded with State, Federal and Local utility dollars.

Executive Summary:

The Design/Bid/Build contracting process will proceed as follows:

Award Sole Source

- April 22nd – Council to approve Sole Source Agreement/Contract with KPFF for project design
- End April – Signed Agreement with KPFF
- May 6th – Notice to Proceed for KPFF on completing project design

Design

- May – November – Complete Design Phase
- Bid Project – end of 2019 or Beginning of 2020

Construction

- Award low bid early 2020
- Start Bridge Construction early 2020
- Bridge Construction 2020/2021

*** Quarterly updates to PIES committee on validation process findings, design evolution and construction progress.*

Budget Impact:

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

Annual/Reoccurring expenditure? ☐ Yes ■ No ☐ N/A

If new, specify funding source: Utility Rates, Federal Bridge Funds, and Sec. 129 (in City-Wide program and budget)

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

Operations Impact:

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

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

Specify changes required: N/A

Known challenges/barriers: N/A

SOLE SOURCE RESOLUTION 2019-0029

A RESOLUTION declaring KPFF Engineering a sole source provider and authorizing the purchase of services from KPFF over a one year period at a cost not to exceed $1,500,000.

WHEREAS, the City of Spokane originally contracted with Kiewit Infrastructure West on the Progressive Design Build process for the Post Street Bridge replacement, but, during the validation phase the City and Kiewit were unable to agree on a Guaranteed Maximum Price, thus necessitating termination of the contract; and

WHEREAS, approximately 50% of completed design drawings for the new bridge structure were completed by KPFF, a subcontractor to Kiewit on the original Progressive Design Build Contract; and

WHEREAS, selecting KPFF as a sole source to continue with the design of the Bridge and provide the City with biddable documents at the end of this process will allow the City to save time and money on the project; and

WHEREAS, if KPFF is not selected as a sole source provider, the City will have to seek bids and re-start the entire design process, which will increase design time and dramatically increase design cost by $800,000 to $1,000,000 in addition to losing six to eight months in starting construction; and

WHEREAS, the City has worked closely with KPFF on the cost for its services and the negotiated cost meets the needs of the City; and

WHEREAS, if this sole source resolution is not approved the cost to the City would be unduly burdensome;

--Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares KPFF a sole source provider to complete the design of the Post Street Bridge replacement;

BE IT FURTHER RESOLVED that the City Council authorizes the purchase of services from KPFF for a one-year period to complete the design of the Post Street Bridge project without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

19-603

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Professional design services for the Post St. Bridge

Requisition Number: _____

Estimated amount of this purchase: $ Not to exceed $1,500,000.00

Contract Period April 1,2019 through March 31, 2020

Department: Engineering Services Contact Person: Mark Serbousek Phone: 625-6154

Due Date: _____ Work must be completed by: _____

Date Material/Equipment/Supplies must be delivered by: _____

Location: _____

Date Service must begin by: April 15,2019

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

The city of Spokane has been working with Kiewit Infrastructure West under contract on the Progressive Design Build process for the Post St. Bridge replacement. During the validation phase of this contract the City and Kiewit team were unable to come up with an agreeable Guaranteed Maximum Price and therefore the contract was terminated. As part of this validation process the Kiewit team was able to go through 3 different design type iterations before settling on the final structure type of reusing the exiting arches. This provides a constructible bridge and the most cost effective structure to meet the cities needs. The Kiewit team was also able to produce approximately 50% completed design drawings for the new structure during the validation process. Therefore due to the high level at which the design of the bridge has been completed to this point, the Engineering Services Department would like to obtain the services of KPFF Engineering, a subcontractor to Kiewit on the original PDB contract. This would allow KPFF to continue on with the design of the bridge and provide the city with set of biddable documents at the end of this process. The city would then go out to competitive bid late 2019 or early 2020. To complete this process the city will have to sole source KPFF and by doing this the city will save money and time on the project. If the sole source process is not used, the city will have to go out for a new RFP. This process would bring in a new design firm which would basically have to start the whole design all over. This will increase the design time and dramatically increase the design cost.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributers or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

KPFF has been the design firm of record for the first 50% of the design documents. This means that KPFF can continue on with the project design into biddable documents with no real loss in time and only the cost to complete the design from the 50% point. Any other design firm would basically have to start at the beginning, which take more time and increase the design cost.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more “like” items in the future to match this one)?

This contract is only for this bridge structure.

4. Explain why the price for this product or service is considered to be fair and reasonable.

The city has worked closely with KPFF on their cost for services and has negotiated this cost to a point that it meets the needs of the city.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

The city and KPFF have been reviewing the scope of work and the cost required to finish the project out to a biddable set of documents. Through this process the city has been refining the scope and the cost to perform that scope of work.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

By not going with the sole source process the city could loose 6 to 8 months in getting the project out to bid and approximately $800,000 to $1,000,000 increase in design costs.

Requested Vendor: KPFF Engineering

Vendor's Address: 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101

Vendor Contact: David McMullen Phone: (206) 622-5822

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor
(must be an authorized Department Buyer) — Date: 3/28/19

Signature of Department Head or Designee — Date: 4/1/19

Approval by Purchasing (Over $50,000) — Date: 3/25/19

Approval by Grants Management
(Required for grant funded purchases) — Date

Rev. 8/2017

INTEROFFICE MEMORANDUM

TO: MARK SERBOUSEK

FROM: SALLY STOPHER

SUBJECT: SOLE SOURCE REQUEST – KPFF ENGINEERING

DATE: 3/25/2019

CC: PAT DALTON, MARI ODLE

Thank you for including me in the review of solutions for this non-standard scenario as well as including me in the discussions regarding solutions with outside legal counsel and our project funders.

Based on this extensive review and evaluation of many alternate solutions, I support the requested sole source designation of KPFF Engineering to complete the design for the Post St. Bridge. I believe this to be the only viable solution to an extremely complex circumstance which will lead to the best value end result for this project, which is in the best interest of our taxpayers.

I recommend moving forward with a request for a sole source resolution from City Council.

Please let me know how else I can help.

Agenda Sheet for City Council Meeting of: 04/29/2019		Date Rec'd	4/9/2019
		Clerk's File #	RES 2019-0030
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - RESOLUTION TO ESTABLISH A HEARING - COMMUNITY EMPOWERMENT		

Agenda Wording

A RESOLUTION EXPRESSING THE INTENTION OF THE CITY COUNCIL TO ADOPT SPOKANE'S COMMUNITY EMPOWERMENT ZONE STRATEGIC PLAN AND DESIGNATE A COMMUNITY EMPOWERMENT ZONE BOUNDARY AND TO SET A PUBLIC HEARING

Summary (Background)

The City of Spokane is exercising its authority under Chapter 43.31C RCW by amending a 2001 Community Empowerment Zone and a Plan to reflect current needs for reinvestment in the expanded Community Empowerment Zone by establishing an amended plan and boundary for granting such State incentives within the designated boundary.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	
Division Director	CORTRIGHT, CARLY	**Other**	Urban Development 4-8-
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	tstripes@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	htrautman@spokanecity.org	
Additional Approvals		gcooley@spokanecity.org	
Purchasing		mpiccolo@spokanecity.org	
		sbishop@spokanecity.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Planning Economic Development Team
Subject:	Spokane's Community Empowerment Zone Strategic Plan
Date:	**4/8/2019**
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597
City Council Sponsor:	Karen Stratton, Mike Fagan, and Ben Stuckart
Executive Sponsor:	**Gavin Cooley**
Committee(s) Impacted:	Urban Experience, Sustainable Resource, and Innovative Infrastructure
Type of Agenda item:	Consent X Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	**Strategic Key Advancement of:** Strategies and Tactics: • Invest in Key Neighborhoods and Business Centers; esp PDA's • Invest in Key Public Amenities and Facilities • Maximize Public Assets Expected Outcomes: • Property values growing faster than historic averages • We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers • Total public/private investment and job growth is higher in targeted areas compared with the region **Comprehensive Plan, Charter 7 Economic Development:** ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial • Property is available for economic development activities. ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate. • ED 7.4 Tax Incentives for Land Improvement *Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.* • ED 7.5 Tax Incentives for Renovation *Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated residential and commercial properties and buildings for new economic activity.*
Strategic Initiative:	See above Alignment with Urban Experience
Deadline:	4/8/2019

Outcome: (deliverables, delivery duties, milestones to meet)	Staff would like to bring forward Spokane's Community Empowerment Zone Strategic Plan and new Boundary for Council adoption, as soon as possible. Or, staff can brief the final plan at a later date … **Please advise.**

Background/History:

In the summer of 2017, the PED committee appointed Council Members Fagan and Stratton to participate on the review committee and to assist in updating the existing CEZ plan and boundary.

Prior History:

In 2001, the City of Spokane's Community Development Department embarked upon an application to State to recognize its five-year Community Empowerment Zone Plan and allow the city to offer the State's Community Empowerment Zone incentives allowed by 43.31C RCW.

The City is responsible to the State for the plan and reports annually to the State on the use of the incentive (GSI offers and tracks the incentive to the new private sector industrial development employer). Both the City and GSI promote the incentive to eligible employers.

In late 2015, after the establishment of the Planning Economic Development Strategy and the Planning Economic Development (ED) Team implementing the strategy, it became evident that the responsibility of the Plan and reporting to the State should reside with the ED team lead.

In 2016, Teri Stripes worked with CHHS to meet the State's 2015 reporting requirement and in 2017, the ED Team solely met the State's 2016 reporting requirements. Note that in 2016 there were no companies that took advantage of the incentive, which remained true in 2017.

Executive Summary:

Over the course of two months, the review committee got familiar with the required components of the application and plan, and came to agreement on the update charter.

During the next two months, the team became familiar with the eligible areas of town that also supported manufacturing job creation. They made recommendations for investigation. The boundary changes they have landed on a includes all our eligible industrial properties, many general commercial properties, where some small/light manufacturing can locate in, and also includes the census tracts of income eligible workforce population.

The review committee then diligently worked throughout most of the remaining 2017 and early 2018 identifying portions of plans they represented, or reviewed that should be incorporated in to the updated CEZ. Those plans had to identify needs and financial solutions for the community within the CEZ.

In 2018, staff began pulling all those portions of existing community plans together into the current draft CEZ plan and adding in the new Federally designated and qualified Opportunity Zones.

A draft (final editing needs to occur) is attached as well as the boundary map. We hope you will be comfortable having us bring a final plan forward for adoptions in April rather than waiting until May or June.

Next Steps:

Convert Draft to Final Plan and Boundary
Council Adoption of Plan and Boundary
Complete application and apply to Departments of Commerce and Revenue for Adoption

Budget Impact: None

Approved in current year budget? ☐ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☐ No

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

Operations Impact:

Consistent with current operations/policy? x Yes ☐ No

Requires change in current operations/policy? ☐ Yes x No

Specify changes required: ORD amendment

Known challenges/barriers:

City of Spokane

Spokane's Community Empowerment Zone Strategic Plan

and

Incentive Boundary Map (2017-2018 Update)

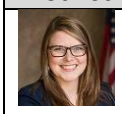
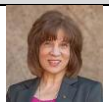
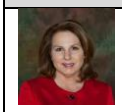
Adoption 2019

Mayor David A. Condon
Spokane City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

509.625.6250
mayor@spokanecity.org

City Council President

Ben Stuckart
Term: 2016-2019
bstuckart@spokanecity.org

District 1	
 Kate Burke *City Council Member, District 1* Term: 2018-2021 kateburke@spokanecity.org	Mike Fagan *City Council Member, District 1* Term: 2016-2019 mfagan@spokanecity.org
District 2	
Breean Beggs *City Council Member, District 2* Term: 2018-2021 bbeggs@spokanecity.org	 Lori Kinnear *City Council Member, District 2* Term: 2016-2019 lkinnear@spokanecity.org
District 3	
 Candace Mumm *City Council Member, District 3* Term: 2018-2021 cmumm@spokanecity.org	Karen Stratton *City Council Member, District 3* Term: 2016-2019 kstratton@spokanecity.org

Review Committee Acknowledgements:

The updated Community Empowerment Zone (CEZ) Strategic plan, boundary, and application are the product of many plans and implementation strategies that numerous individuals, agencies, and organization have participated in and contributed to over the years. The City Council, CEZ review committee, various City departments, Community, Housing, and Human Services Board, Greater Spokane Incorporated (ADO and chamber), Spokane Transit Authority all participated as plan experts from their departments and agencies in the review and update process for the CEZ plan. Each committee member reviewed their plan as well as others for challenges and solutions that should be incorporated in the updated CEZ plan. Great appreciation is given to those who assisted in reviewing numerous community plans and brought forward concerns from other boards and committees for our CEZ plan update process.

City Council Members and Staff
Mike Fagan, Everano: Council District 1 representing nine Neighborhood Councils in the CEZ: Bemiss, Chief Garry Park, East Central, Hillyard, Logan, Minnehaha, Nevada Heights, Shiloh Hills, and Whitman
Karen Stratton, Skyler Oberst District 3 representing five Neighborhood Councils in the CEZ: Audubon/Downriver, Emerson/Garfield, North Hill, Northwest, and West Central

Planning & Neighborhood Services Staff
Nathan Gwinn – Infill Housing Planning Process
Shauna Harshman – Neighborhood Planning Process and Comprehensive Plan Update
Teri Stripes – CEZ update program manager, Economic Development Strategy and Incentives Process

Community, Housing, and Human Services Staff
Paul Trautman, Housing Specialist
George Dahl, Consolidate Plan and CDBG

Greater Spokane Incorporated (ADO and Chamber)
Stan Key, Manufacturing and CEZ expert

Spokane Transit Authority
Mike Tresidder, Transit Plan expert

Mayor's Housing Quality Taskforce
Alicia Ayars, Housing Quality plan expert

Strategic Plan, Finance & Budget
Rick Romero
Debra Robole

Community Empowerment Zone Strategic Plan and Boundary Update Executive Summary

The City of Spokane saw a need to seek an update to the 2001 Community Empowerment Zone boundary established long ago with the assistance of the Departments of Commerce and Revenue. The boundary and plan updates were necessary due to the changes in the incentive's eligibility requirements. Spokane strongly agrees that the incentive is far more powerful for long-term job creation and community revitalization when the business receiving the benefit is located within the defined zone. However, the Spokane CEZ boundary previously adopted did not include most of our industrially zoned land. Consequently, manufacturing businesses looked outside of the city for less expensive land to develop. Watching this dynamic playout more often than not, over the last few years provided the impetus for the update to the boundary and the outdated plan.

Since the first CEZ and GMA required Comprehensive Plan was undertaken, our community and stakeholders have embraced good planning and implementation. The stakeholders and community leaders have all been very involved, frequently, and often in creating plans and implementation strategies for the redevelopment of Spokane. As a Review and Update Committee, we decided that our updated CEZ Plan needed to bring together the implementation strategies and plans from for past and recent efforts that identify needs and solutions in the area of the proposed CEZ boundary. We needed to confirm that the incentive was still needed, that the locations for manufacturing existed, and that the various community plans programed the near term investments to be invested within the CEZ proposed boundary. This update strategy of building upon the past community outreach efforts, and consolidating all the past work where it touches the CEZ boundary into one plan was efficient and necessary. In addition to bringing together all those plans, the committee dove into making sure that the 2018 federal tax act, which allowed for the creation of Opportunity Zones (OZs) for private sector reinvestments, aligned within our CEZ boundary. Therefore, about eight months of work shifted toward identifying and proposing to the Governor the right qualifying census tracts as OZs. So, the completion and addition to the CEZ Plan and boundary was delayed until the Spring of 2019. The result is the inclusion of all eleven of Spokane OZs in our proposed CEZ boundary.

The CEZ investments in the plan are programmed in concert with the 2017 updated Comprehensive Plan, 2018 as well as the 2019 updated Strategic Investment Plan, the Community Housing and Human Services Consolidated Plan, Spokane Transit Authority's Capital Plan, and the City's Six-year Capital Investment Plan. The Investments detailed within the plan are summarized in the table below.

Funding		
Organization/Plan	Area of Need	Programmed Amount
2018 Strategic Investment Plan	Community Place Making/Recreation Access/Infrastructure/Neighborhood Revitalization	$51,900,000
Spokane Transit Authority's Capital Plan	Transportation Capital/Fleet Replacement	$55,394,615
City's Six-year Capital Investment Plan	Infrastructure/Capital Facilities	$862,000,000
Community Housing and Human Services Consolidated Plan	Housing/Emergency Housing/Homelessness/CDBG	$4,700,000
Economic Development Incentives Investment	Commercial Redevelopment/Job Creation/Rater Payer additions/Property, Utility, and Sales Tax expansion/Housing	$4,400,000
	Total	$977,394,615

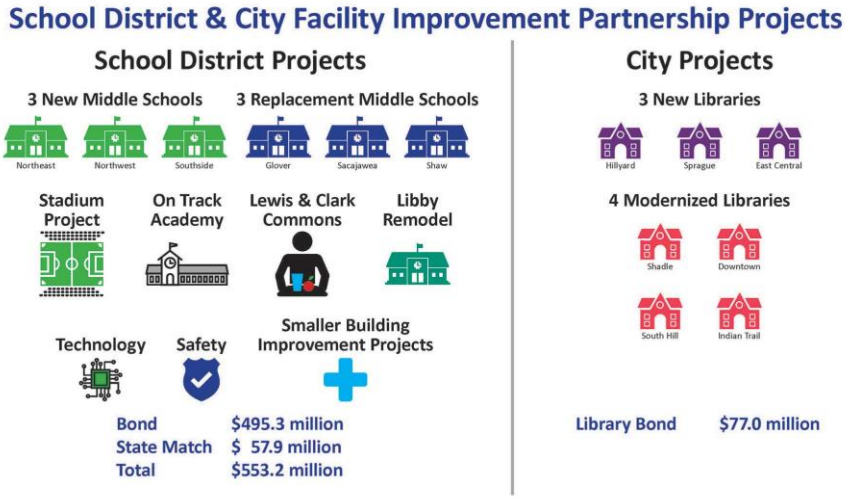
These investments in core commercial infrastructure, community services, public realm enhancement, education and library provide for:

- job creation
- public facilities
- a sense of place
- better education
- public safety
- neighborhood stabilization
- neighborhood rehabilitation
- access to necessary services and amenities

Spokane is the second largest City in the State and provides urban services for medical, mental health, primary and secondary education, transportation (air, rail, bus), distribution, entertainment, commerce, and recreation for all of eastern WA, northern ID, western MT, and even some Canadian provinces.

As poorer individuals often move to Spokane to be closer to the services and jobs, the poverty in the center of Spokane radiates out for our downtown.. Initiatives to addressing poverty needs and creating better paying jobs is imperative. The CEZ designation is one incentive among many that will assist us in addressing the poverty and living wage job creation.

In late 2018, voters passed a significant Schools and Library Bond measure. The project will bring over $550MM in school investment and $77MM in Library investments. Over 75% of these investments will be occurring within the proposed CEZ. This measure and outcome where not identified in our CEZ plan but have come about since.



The City of Spokane and Spokane Public Schools have joined together to develop an unprecedented partnership, designed to build community, support healthy neighborhoods, and create value for the citizens they both serve.

These partners have developed a plan that would deliver a wide array of educational and recreational facilities and programs dispersed throughout the neighborhoods of the City, creating places for positive activity that support healthy youth, families, and community, while also creating jobs, growth, and economic opportunity.

The plan uses an integrated approach that leverages a variety of resources, including dollars, land, facilities, and programs, to stretch the buying power of citizens' dollars.

Taking advantage of a change in how the State of Washington funds public education, citizens would see a significant decrease in their property taxes, while still allowing for the proposed major investment in learning, literacy, and recreation.

The Ballot Items

The plan includes three proposals that would be voted on by citizens:

- A $495.3 million bond issue by Spokane Public Schools that would include 3 new middle schools; 3 replacement middle schools; updates at Lewis & Clark High School, Libby Center, and On Track Academy; safety and technology updates; and funding for a stadium replacement. See the information provided by Spokane Public Schools.

- A $77 million issue by the **City of Spokane** that would include three new libraries and four library modernization projects. See the information provided by Spokane Public Library.

- A **City of Spokane** advisory vote that asks voters whether they would like to see a high school replacement stadium built at the current site of Albi Stadium or in a centralized location on the North Bank, adjacent to the Spokane Arena and planned new Sportsplex. [Note the Advisory vote to move the high school stadium to the new sports complex did not pass. So, the construction of the Sportsplex is continuing without the high school stadium. The Sportsplex is also being constructed within the CEZ boundary in a blighted area of town.]

Details above are from The City of Spokane, Spokane Public Schools, and the Spokane Public Library have partnership websiteshttps://www.partnershipspokane.org/ and https://my.spokanecity.org/learningbond/.

2019 Updated Strategic Plan

Another significant update occurred January 2019, the update was to the 2017-2018 Strategic Investment Plan, which was included in our CEZ and the update warrants mention here. Below are updates to all four sections of the investment implementation as well as some performance outcomes. As noted, in the CEZ Plan the vast majority of this investment is occurring in the proposed CEZ boundary. The Plan details below come from the plan's website. https://my.spokanecity.org/cityhall/strategic-plan/

Safe & Healthy

Create a compassionate community so that all people can feel safe, empowered, and welcome.

2-Year Action Plan

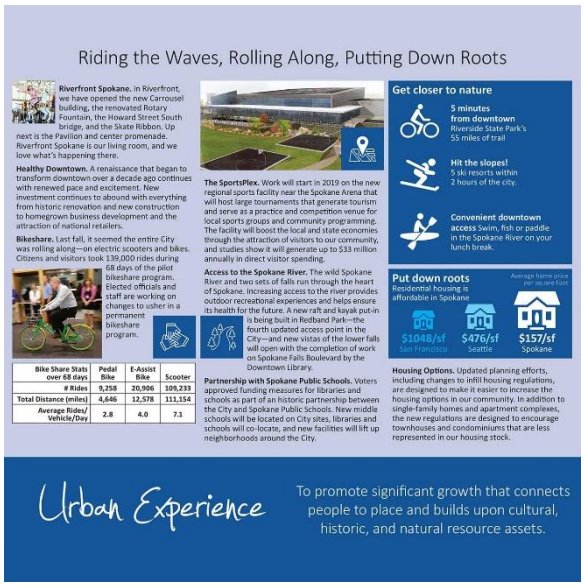
- **PRIORITY:** Develop integrated emergency response
- Increase and embrace diversity

6-Year Plan

- Advance public safety through criminal justice reform
- Reduce homelessness and protect vulnerable populations
- Beautify Spokane through citywide clean and safe

Discussion:
Under the Safe and Healthy initiative, City staff have worked with regional partners to assess and evaluate important advancements including the integration of 9-1-1 and dispatch services. They've also worked to improve public safety response to vulnerable populations and provide them with follow-up services that reduce visits to the emergency room while increasing the level of care for the individual. Criminal justice reform efforts also are proceeding region wide and an additional major grant has been received to continue this work. These public safety responses also are paired with improved maintenance of public space and standards for quality housing.

Urban Experience



Promote significant growth that connects people to place and builds upon cultural, historic, and natural resource assets

2-Year Action Plan

PRIORITY: Market Spokane's urban advantages and experiences to grow jobs and economic benefit Develop public trails and access points to Spokane River

Invest in key neighborhoods and business centers; especially PDAs and small businesses

6-Year Plan

Increase housing quality and diversity

Advance downtown as region's largest and strongest center

Support arts and cultural activities

Work collaboratively with regional partners

Discussion:

Under the Urban Experience Initiative, City staff have continued efforts to enhance public connections with the Spokane River, including the build out of the urban trail system. They are working with partners around the City and community to advance development in the City's targeted investment areas on the West Plains, the Northeast, the University District, and in Downtown. The new SportsPlex planned for the North Bank is moving forward, and voters adopted a plan for improving libraries and schools throughout the community.

Innovative Infrastructure

Build and effectively manage innovative infrastructure that supports community accessibility, mobility, and resiliency

2-Year Action Plan

- **PRIORITY:** Accelerate street improvement, such as grind-and-overlay and surface projects, to catch up on deferred maintenance
- Support smart use of public land and natural resources

6-Year Plan

- Develop affordable and predictable taxes and rates
- Develop Spokane's transportation advantages
- Advance sustainability as a core principle
- Promote resiliency and protect our natural environment

Discussion:

Under Innovative Infrastructure initiative, City officials have focused on accelerating street improvements, developing infrastructure plans for allow for strategic growth in targeted investment areas, and worked to advance sustainability and smart cities initiatives. New efforts are in the works to advance street maintenance to avoid more costly improvements later. Programs to grade alleys, pave unpaved streets, and tracking street investments are under way. Water conservation efforts are being stepped up, along with plans to more efficiently use City energy resources.

Sustainable Resources

Make sustainable financial decisions that support strategic goals, deliver excellent customer service, and contribute to economic prosperity

2-Year Action Plan

- **PRIORITY:** Grow a 21st Century workforce

6-Year Plan

- Develop and implement human and financial management practices that are: sustainable; transparent; efficient; and accountable.

Discussion:

Under the Sustainable Resources Initiative, City officials have focused on important issues to protect and use City data and technology, improve financial stability, and support a 21st Century Workforce. Opening up City data to allow for innovative, urban solutions to problems has been balanced with work to enhance cyber security and resiliency of City operations. Continuous improvement and project management teams are working to improve efficiencies across the City. And, a focus on recruitment and training is investing in our workforce. The City has also established a new supported employment program to provide job opportunities for certain individuals with developmental disabilities.

Community Empowerment Zone Strategic Plan and Boundary Update Introduction

The updated CEZ Plan and incentive boundary now includes all our Spokane industrial lands as well as most of our general commercially zoned property, where some light and small-scale manufacturing can occur. This addition greatly expands the incentives ability to encourage infill redevelopment and job creation within the City of Spokane where the areas are well served with commercial infrastructure, transportation, telecom, and transit as well as workforce proximity.

The stakeholders worked hard to also select an eligible boundary, which also aligns with other incentive including the new federal Opportunity Zones, available infill developable lands, existing infrastructure, as well as areas where the City has targeted its resources for redevelopment and revitalization.

The Census tracks includes our poorest HUD community development neighborhoods, our downtown core, the University District, and the Trent, West Central, West Plains Airport, Playfair Commerce Park, and Northeast industrially zoned areas, all home to manufacturing and job creation and potential growth opportunities.

The City of Spokane has always seen tremendous citizen involvement in its planning efforts. This has led to very community oriented plans that the community takes ownership in and helps implement the visions. Be these small district plans like the Emerson Garfield neighborhood plan or the large audacious Strategic Plan that programs over $50MM in onetime funding over two years—supporting the new School and Library plan through community bond investment of over $625MM—2014 $64MM bond to rebuild Spokane Riverfront Park the home of the 1974 World's Fair. Everyone engages in these planning efforts and then dives in and supports the investment in making Spokane the City of Choice. This is why the CEZ updated plan has to draw upon all of the wonderful work and bring it together in one document that speaks to all of this effort occurring in the CEZ boundary and does not duplicate past efforts but rather continues the community's hard work.

Our Plan includes the following information:

1. Housing needs, including emergency housing.

2. Public infrastructure needs, such as:
   - ❑ Transportation
   - ❑ Water
   - ❑ Sanitation
   - ❑ Energy
   - ❑ Drainage/flood control

3. Public Facilities needs, such as:
   - Neighborhood facilities
   - Facilities for the provision of health, education, recreation, or public safety.

4. Community economic development needs, such as:
   - Commercial/industrial revitalization
   - Job creation and retention with special attention to the unemployment and underemployment of the area residents
   - Accessibility to financial resources by residents and businesses within the area
   - Investment in the area.
   - Rezones/changes in land use

5. Social service needs.

6. Existing and new plans to specifically address the identified needs, and the financial and other resources, which have been committed to implement the plan.

7. Funding sources that are expected to become available in the future to carry out the reinvestment area strategy and the actions that will be taken to acquire these funds.

Spokane's Community Empowerment Zone Strategic Plan

Contents

Spokane's Community Empowerment Zone Boundary Map 3

Housing needs, including emergency housing within CEZ 4

- 2015-2020 CITY OF SPOKANE CONSOLIDATED PLAN 5
- HOUSING CONDITION 6
- HOUSING COSTS 6
- BARRIERS TO AFFORDABLE HOUSING 9
- PUBLICLY ASSISTED HOUSING 9
- HOMELESSNESS 10
- Housing Needs of those At-Risk 12
- POPULATIONS WITH SPECIAL NEEDS 12
- Actions to Support Housing and Services for Persons with Special Needs 19
- Citywide Housing Needs: 19
- 2017 Shaping Spokane: Comprehensive Plan for the future of Spokane (citywide Comprehensive Plan) 19
- Goals 19
- 2016 Mayor's Housing Quality Task Force: 20
- Infill Development 2016 Summary Report and Recommendation: 20
- 2017 – 2018 City of Spokane's One Vision. One Plan. One Voice Strategic Plan's 20

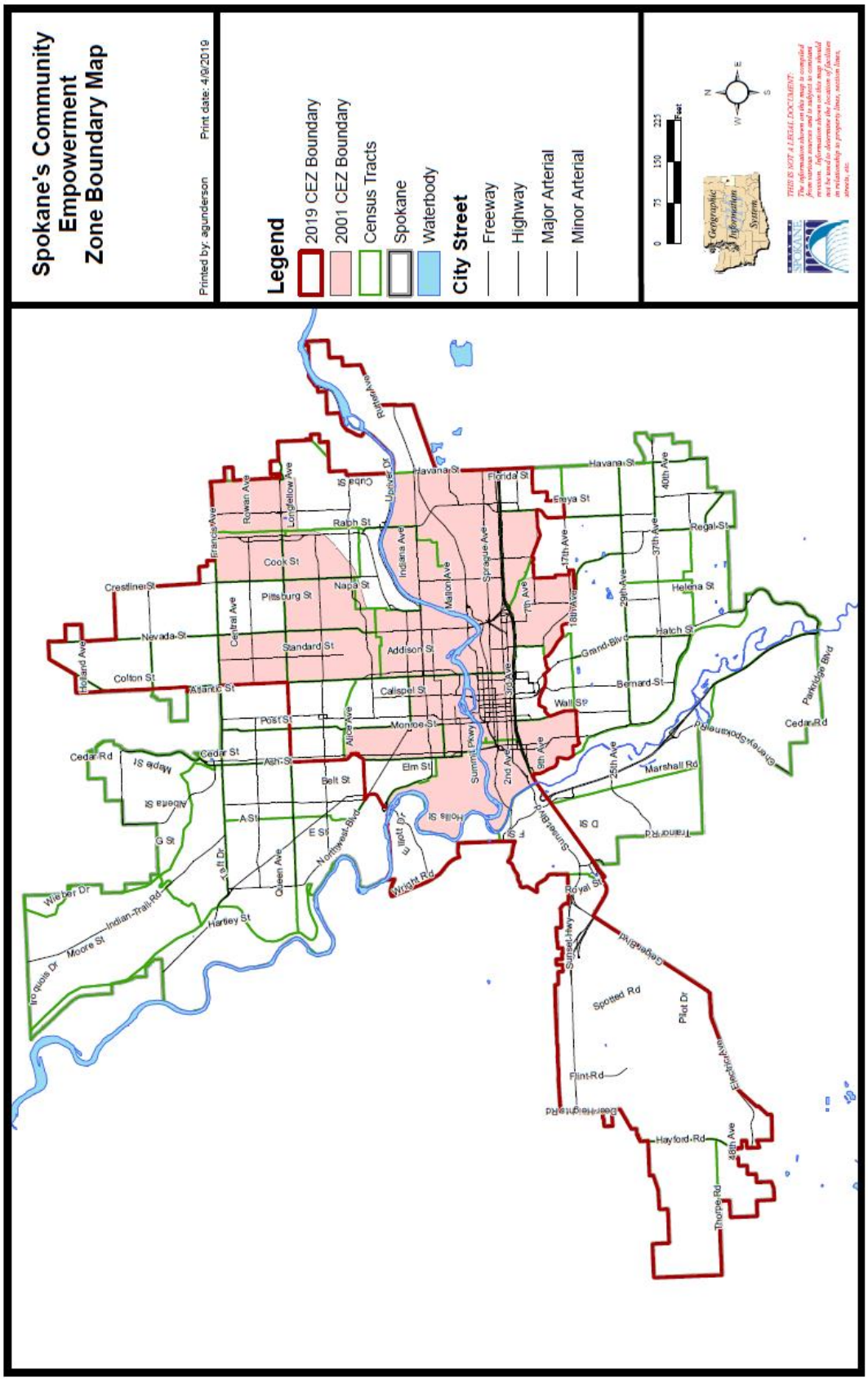
Public infrastructure needs 20

- Capital Facilities Plan Element of the Comprehensive Plan 21
- City of Spokane's Approach to Capital Facilities Plan 22
- Relationship of the Citywide Capital Improvement Program to Goals and Policies of Comprehensive Plan 22
- 2017-2022 Needs assessment for City Wide Projects as approved by City Council 23
- Inventory 24
- Other Jurisdictions Capital Facilities Programs 24
- 2017-2022 Citywide Capital Improvement Program Highlights 24
- 2017-2022 Citywide Capital Improvement Program 26
- Spokane Transit Authority's Public Transit Needs 27
- Relevant STA Plans 27

Public Facilities Needs 30

NON-HOUSING COMMUNITY DEVELOPMENT 30
Transit Public Improvements 30
Community Economic Development Needs 31
The City of Spokane's Economic Development Program Strategy 31
Social Service Needs 32
Community, Housing and Human Services Annual Action Plan 2017 32
Existing and new plans to specifically address the identified needs 41
STRATEGIC PLAN TO END HOMELESSNESS Spokane, Washington 2015-2020 41
Funding sources 49
Community Economic Development 49
2015-2020 CITY OF SPOKANE CONSOLIDATED PLAN 49
2017 City of Spokane's One Vision. One Plan. One Voice Strategic Plan's 77
Infrastructure Capital Investments from the Capital Improvement Program (CIP) for 2017-2022 77
Capital Investments by Department 77
Map of Asset Management's Capital Investments Map 79
Fire Department Capital Investments Map 80
Parks and Recreation Capital Investment Map 81
Police Department Capital Investments Map 82
Streets Department Capital Investments Map 83
Wastewater Capital Investments Map 84
Water Capital Investment Map 85
Integrated Projects 85
Integrated Projects Department Capital Investment Map 86
Attachment A: Spokane's Community Empowerment Zone Boundary Map (Black and White) 87

Spokane's Community Empowerment Zone Boundary Map



Housing needs, including emergency housing within CEZ

The City of Spokane's housing challenges are centered on housing choice, quality, availability, and a concern in keeping housing affordable across all income levels. The citywide Comprehensive Plan, the HUD required Consolidated Plan, Neighborhood Plans, and recent taskforce plans are all identifying these common challenges as well as some solutions to address the issues.

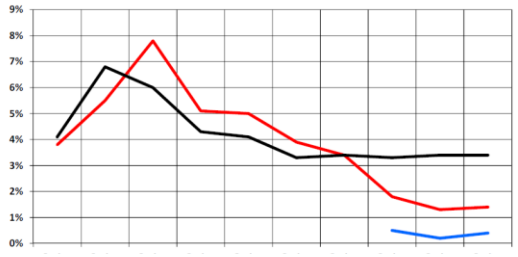
Currently, the City and the Region are challenged by a lack of multifamily housing stock available for rent. It has been frequently reported throughout 2017 – 2018 that the apartment vacancy rate is only 1%. This lack of available housing causes the market to raise rental fees, as well as developers to respond by constructing new inventory.

Unfortunately, the rising rental rates are leading the new inventory's availability. The development community is responding (2017 was a near record year for Multi-Family construction permits) so we are anticipating that supply and demand will begin to stabilize.

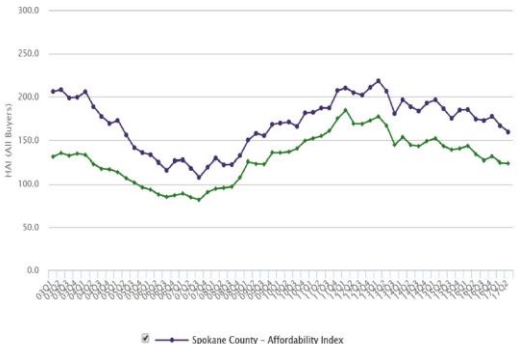
Within our Community Empowerment Zone (CEZ) live our most vulnerable and disadvantaged individuals and families. This is where the HUD required Consolidated Plan and the Strategic Plan to End Homelessness have become critical. The CEZ is also where the City incentivizes and subsidizes new housing construction and rehabilitation.

In the following pages, we have compiled critical excerpts from the Community Housing and Human Services Consolidated Plan and the Plan to End Homelessness; these two plans best address the needs of the populations living and working within our CEZ as well as guide the resources that address the needs of this population. These plans are also well supported by all other citywide initiatives, plans, and investments. Each has gone through extensive and required public involvement in their creation, addressing goals as well as community needs based solutions. Following those plans excerpts there are excerpts from the City's Comprehensive Plan (updated in 2017) and the City's Strategic Plan. Those plans highlight similar needs and support on a citywide basis.

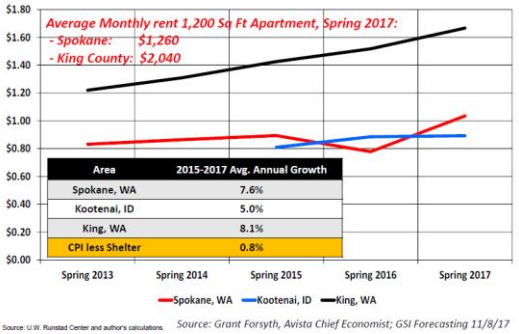
Apartment Vacancy Rates, 2008-2017



6.1.6 Housing Affordability Index for All Buyers

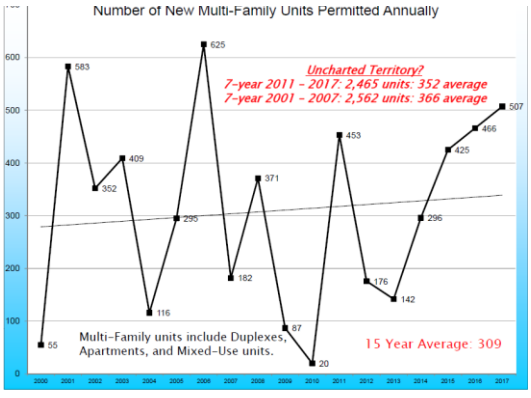


Apartment Rent Per Sq. Foot, 2013-2017



Area	2015-2017 Avg. Annual Growth
Spokane, WA	7.6%
Kootenai, ID	5.0%
King, WA	8.1%
CPI less Shelter	0.8%

Source: U.W. Runstad Center and author's calculations. Source: Grant Forsyth, Avista Chief Economist; GSI Forecasting 11/8/17



2015-2020 CITY OF SPOKANE CONSOLIDATED PLAN [Excerpts]

PURPOSE OF THE CONSOLIDATED PLAN

The City of Spokane's mission is to deliver efficient and effective services that facilitate economic opportunity and enhance the quality of life for its citizens. The Spokane Five-Year Consolidated Plan and individual Annual Plans provide a roadmap for allocating resources to achieve those objectives. The Consolidated Plan establishes local priorities consistent with national objectives established by HUD (US Department of Housing and Urban Development) to utilize funds allocated by the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program. Over the five-year period covered by the Consolidated Plan, about $20 million is expected to be available through these programs, including rollover of prior year funds and funds generated from program income.

CDBG Program Objectives	HOME Program Objectives	Emergency Solutions Grant
Provide decent housing Create a suitable living environment Expand economic opportunities	Expand the supply of decent, safe, sanitary and affordable housing	Reduce and prevent homelessness

SUMMARY OF NEEDS AND GOALS

The Consolidated Plan established three priority needs and five main goals for Spokane.

1. Need for safe affordable housing choice
   Goals relating to this need:
   - Preserve and expand quality, safe, affordable housing choices.
     - Improve quality of existing housing stock
     - Increase housing stock
     - Ensuring housing stability
     - Prioritize workforce housing development to reduce transportation barriers and costs
2. Need to provide for basic and special needs and reduce homelessness
   Goals relating to this need:
   - Prevent and reduce homelessness
     - Retool the homeless response system
     - Increase access to affordable housing that promotes health and stability
     - Invest in effective and/or proven housing and support services
   - Provide opportunities to improve quality of life
     - Reduce barriers to employment
     - Invest in effective housing and support services
3. Need for community development, infrastructure and economic opportunities
   Goals relating to this need:
   - Support vibrant neighborhoods
     - Invest in infrastructure
     - Improve public safety
     - Expand capacity of neighborhoods to attract businesses
     - Support infrastructure and services that enhance the health and quality of life in our neighborhoods.
   - Expand economic opportunities
     - Support effective pathways toward self-sufficiency and living wage jobs
     - Support microenterprise
     - Invest in infrastructure to attract business and housing development

HOUSING CONDITION [Excerpts]
Need for Housing Rehabilitation **(MA20)** [pg. 29]
Most of the housing in Spokane was built more than 30 years ago. Deferred or absent maintenance can result in loss of housing, including older, more affordable housing. One of the key strategies in preserving affordable housing is maintaining existing units. Unresolved conditions tend to create a depressing effect on investment in the area and can lead to overall deterioration of values and livability of the neighborhood.

Some homes need only modest rehabilitation such as paint, railings, or handicap access ramps. Others need more extensive work such as a new roof, replaced heating system, repaired electrical hazards, bedroom egress windows, abatement of hazardous asbestos, or structural repairs. While these conditions relate to both owner housing and multifamily rental housing, two specific types of housing require further comment. There are 19 mobile home parks in the community, some of which contain housing that is substandard and deteriorating. Some units are not suitable for rehabilitation due to obsolescence and poor condition. In some cases, site owners are holding the properties for potential higher uses. In addition, there are residential structures in the downtown area that need major reconstruction, due to building codes, deferred maintenance, and obsolescence. Some of these structures may qualify as "spot blight." Some single family and multifamily structures outside the downtown area are not suitable for rehabilitation and may represent a "blighting" influence on the neighborhoods. These properties may be appropriate for demolition on a "spot" basis.

City of Spokane Wastewater Management Department reports that Orangeburg sewer pipe was commonly used to connect homes built between 1955 and 1975 to sewer mains. Made from compressed layers of tar paper, the pipe is beyond its 40 to 50-year intended lifespan. Failed Orangeburg pipe causes a substandard housing condition, risks contamination, and requires costly excavation and replacement.

Many houses in Spokane (an estimated 60% of housing units, according to City documents) have elevated levels of radon, which is a naturally occurring radioactive gas, which can cause lung cancer. The remedy for radon in the home is not overly burdensome. Washington State Department of Health reports that 42% of Spokane houses tested (and reported to the State) between 2009 and 2013 were positive for radon.

Lead-Based Paint and Lead Hazards [pg. 30]
Use of lead in paint was banned in 1978, but used prior to that time with increased frequency in earlier decades – use in older units was more common. According to American Community Survey estimates (2008-2012), 75% of owner-occupied and 73% of renter-occupied units in Spokane were built before 1980. CHAS estimates place the number of housing units built before 1980 with children present at 2,005 owner-occupied units and 1,475 renter-occupied units, which is too conservative an estimate of the number of older units with children present.

Table 25: Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total number of units built before 1980	38,594	77%	27,634	73%
Housing units built before 1980 with children present	2,005	4%	1,475	4%

Source: 2007-2011 ACS (total units) 2007-2011 CHAS (units with children present)

HOUSING COSTS [pg. 31]
Estimated housing costs in the City of Spokane and Spokane County are lower for both owner-occupants and renters than is true of Washington State. The median owner-estimated value of homes in Spokane was just 60% of the estimated value in the state as a whole. The median estimated value in Spokane County was higher, but still

70% of the median estimated value in Washington. Still looking at owner costs, two-thirds of households with a mortgage in Spokane had housing costs less than $1,500 per month, including utilities. In contrast, in Washington, two-thirds of households with a mortgage paid more than $1,500 a month.

Availability of Housing Compared to Needs **(MA10)** [pg. 34]
While housing is generally more affordable in Spokane than other urban areas, housing costs are out of reach for many households in Spokane. For example, a household with a single wage earner at under $13 an hour would not be able to afford a unit priced at $718 (the median rent in Spokane). Without (and even with) a subsidy, many households with lowest incomes must compete for housing in their price range, settle for units in poor condition, live in overcrowded circumstances, or live in areas in the City with less access to opportunities (employment, education and amenities).

Most Common Housing Problems **(NA10)** [pg. 36]
Housing problems include cost in excess of 30% of household income, lack of complete plumbing/kitchen facilities, and crowding defined as between 1.0 and 1.5 persons per room. Severe housing problems are defined as cost greater than 50% of household income, lack of complete plumbing/kitchen facilities, and crowding defined as greater than 1.5 persons per room. By far the most prevalent problem was cost in relation to income. However, that was not the only problem. An estimated 780 renter households and 100 owners were living in substandard housing, defined as lacking complete plumbing or kitchen facilities. Another 360 renters and 25 owners were living in severely overcrowded conditions, defined as more than 1.5 persons per room.

Populations/Households most Affected by Housing Problems **(NA10)** [pg. 37]
It is not possible to draw conclusions from CHAS data regarding needs by household type. The 2015 State of Washington Housing Needs Assessment expresses concerns about several populations. By age and composition, elderly households are and will be looking for different types of housing to meet changing needs – possibly smaller rental units. This demand may compete with other renters. Younger householders are also likely to be challenged, particularly by cost. The Needs Assessment (page 42) points out that in Washington, close to 60% of younger householders (under 24) were burdened by high costs of housing. The report further points out that 61% of single person-households (including the elderly) are most the cost-burdened compared to other sizes of households. Finally, people with disabilities typically have far less to spend on housing, and therefore are most likely to have housing problems.

Single-Person Households with Needs (**NA10)** [pg. 37]
According to 2008-2012 American Community Survey estimates, over one-third of households in Spokane consisted of people living alone. This will likely increase from a number of factors – young people starting out on their own, an increasing share of seniors looking for a change in living, and people opting to live independently for other reasons. Not all will be able to achieve this on their own. Certainly, low income in relation to housing costs will be a primary contributor to this inability. The Washington Center for Real Estate Research housing market condition report for Spokane also indicated a demand for smaller rental units. There was a lower vacancy rate for 1-bedroom units and studios (2.5% and 3.1% respectively) than for overall multifamily units (3.5%). A July 2014 SLIHC survey limited to publicly assisted rental housing units in the area revealed a strong demand for housing for singles, particularly studios. The study found that the vacancy rate for studios stood at .6%. Availability and economic needs are not the only concern that must be considered going forward; needs also extend to accessibility. Safe housing for seniors on their own and persons with disabilities includes sufficient units on a single level, safe transportation, and located near amenities and services.

A further view of the need for affordable housing for singles is found in the Spokane Continuum of Care report. Its data estimates that in 2013, 1,993 persons in households with only adults also experienced homelessness during the year. The vast majority of these households were single persons and 442 were chronically homeless

individuals—a particularly vulnerable population. Other indications of need are found on the Spokane Housing Authority's public housing wait list. The wait list shows 126 disabled households and 25 elderly households who are waiting for units, most of which must be accessible units.

Disproportionate Need by Race/Ethnicity **(NA30)** [pg. 38]
CHAS tables provide cross-tabulations of problems by income and race/ethnicity of heads of households. The margins of error associated with the estimates (based on American Community Survey sampling) are large, too large in fact to rely on exact percentages within ranges of income. However, enough disparities were observed to conclude that minority householders experience a disproportionate share of housing problems in some categories compared to the jurisdiction as a whole. Disproportionate is defined as a greater than 10% difference in incidence of housing problems compared to the percent for the jurisdiction as a whole within that income range.

Without regard to household income (that is, across all Spokane households), 37% of Spokane households were burdened by costs in excess of 30% of household income. A disproportionate share of Black/African-American-headed households experienced a cost burden (60% did); a disproportionate share of American Indian/Alaska Native-headed households experienced a cost burden (58% did); and, a disproportionate share of Pacific Islander-headed households experienced a cost burden (65% did).

While even less reliable than the summary data, several areas of disproportionate burden were found within ranges of household income. (See appendix for detailed analysis.) In summary, disproportionate burdens (problems of which cost was the primary contributor) were found for each of the racial/ethnic minority-headed households (Black/African American, Asian, American Indian/Alaska Native, Pacific Islander, and Hispanic) although not in each of the ranges of household income or degree of severity of problem. Those individual findings are not included here because of the high margin of error.

Areas of Concentration of Housing Problems **(MA50)** [pg. 38]
The majority of housing in Spokane was built before 1980. Many older units that have not been maintained over the years and are in need of repair, some in quite dilapidated condition. While not exclusively the case, some of the areas of concentration of physical housing problems (conditions) mirror areas of concentration of lower income populations discussed below. Some areas would benefit from a targeted housing rehabilitation program to upgrade housing to community standards of safety and energy efficiency. If the City is focusing its resources in a particular area and a property or properties has a blighting impact on the area, it may be appropriate for the City to undertake removal on a "spot" basis.

Areas of Concentration of Minorities or Low-Income Population **(MA50)** [pg. 38]
Using the definition of minority described above as Hispanic and/or race other than white alone, 16% of the population in Spokane in 2010 was minority. Areas of disproportionate concentration are those in which there is a greater than 10% difference than the jurisdiction as a whole. Accordingly, any block group with 27% or more minority population is considered to have a disproportionate concentration.

That was true of nine block groups. The block groups contained 4% of Spokane's population in 2010. The concentration of minority population ranged from 28% to 37% of block group occupants. The disproportionate areas are primarily located in central Spokane neighborhoods – several block groups south of I-90 and west of Thor, an area south of the Spokane River between Napa and Hamilton, and north of I-90 between Monroe and Ash.

BARRIERS TO AFFORDABLE HOUSING **(MA40)** [pg. 39]
Housing costs are out of reach for many Spokane residents. Those costs are steadily increasing while income for lower wage earners is not keeping pace. Spokane is largely built out. Vacant buildable land is scarce and costly to develop. Materials, labor, and transportation costs have increased. New market-rate development responds to demand, which may not favor lower income households. Spokane nonprofit agencies and government partners have made significant advances in developing and preserving housing affordable to people at lower levels of income.

Regulations or policies that directly prohibit development of affordable housing or add cost to housing development can be barriers to production and maintenance of affordable housing. The Regulatory Barriers Database (huduser.org/portal/rbc/rbcresearch) identified a number of potential barriers and solutions in place. In response to the first potential regulatory barrier, (some new building materials may not meet code requirements), Spokane allows alternative building methods and materials. In response to the second (increased property taxes discourage rehabilitation or construction of multifamily housing), Spokane exempts certain properties from taxes on increased value. In response to the third potential barrier (zoning codes may not provide for the development of affordable housing), Spokane allows manufactured housing on single family lots, triplexes in duplex neighborhoods, accessory dwelling units, and density bonuses. In response to the fourth potential barrier (lengthy and difficult permitting process), Spokane has streamlined that process. In response to the fifth potential barrier (socioeconomic housing segregation and the need to increase affordable housing), Spokane encourages new developments to include affordable units and is exploring additional innovations to increase affordable housing.

The City of Spokane continues to review land use and housing policies with the goal of increasing affordable housing. Policies and practices to encourage infill in existing built-out areas will be useful, but infill will not meet all needs. Nonprofit housing developers contributing to this Consolidated Plan recommend increased coordination among providers, including government agencies, to identify buildable land, surplus assets, and increase the capacity to take advantage of opportunities without unnecessary delays. The City of Spokane is also actively pursuing higher density development approaches (Centers and Corridors), which will provide increased housing as well as access to transportation and amenities.

PUBLICLY ASSISTED HOUSING [pg. 40]
Public Housing Restoration/Revitalization Needs **(MA25)** [pg. 42]
Two separate projects make up the 125-unit Public Housing inventory. The Parsons is a 50-unit senior/ disabled building. The Capital Needs Assessment identifies approximately $20,000 per unit required for rehabilitation. SHA is using the Rental Assistance Demonstration (RAD) Program to opt the Parsons out of the Public Housing Program later this year. The 50 units will be transferred to a Limited Liability Partnership where SHA is the General Partner. The units will then be rehabilitated using a 4% tax credit/bond structure. This proposal is awaiting final HUD approval anticipated in summer 2015. In addition to rehabilitation, the RAD will provide project-based vouchers for the units to insure continued affordability for the residents.

Scattered Site Public Housing accounts for 75 units. The second phase of the RAD program is to opt all 75 units out of the Public Housing Program. The agency expects to use 75 units of project-based assistance provided through RAD, attaching them to other units SHA already owns or controls. Residents will be relocated following Uniform Relocation Act (URA) requirements. SHA will sell the 75 units on the open market. SHA anticipates using the proceeds to fill the financing gap for creating new affordable housing units in the community through tax credits and/or bonds. The goal is to create from 210 to 280 tax credit/bond units.

Comparison with Needs in Population at Large **(NA35)** [pg. 44]

The applicants on the current wait list for public housing generally have far fewer resources than the households in the population at large. Lack of income and living wage jobs are common among applicants. Families with children represented the largest population type on the list, applicable to 512 families (73% of the 692 households). There were on average 4.4 persons per family households, larger than the general population. The percentage of families applying for public housing was much greater than the City's overall percentage of families in the City.

The wait list included 126 disabled households (representing 18% of applicants on the list) and 25 elderly households (4%). These percentages were both considerably lower than the overall City percentages for those populations. However, it is difficult to make judgments regarding the implications on the needs compared to the overall population based on this wait list information because eligibility requirements and because the number of units included in the public housing program is so small. Many potentially eligible applicants may not apply for assistance in this program and instead apply for the much larger Section 8 program.

Need of Those on Wait List for Accessible Units **(NA35)** [pg. 44]
There are 126 disabled households and 25 elderly households on the wait list for public housing indicating a need for accessible units in the program.

HOMELESSNESS [pg. 46]
Introduction (NA40) [pg. 46]
Homelessness remains persistent in Spokane, and much remains to be accomplished in meeting the goal of ultimately ending homelessness. The annual homeless point in time count conducted on January 23, 2014 found over 1,100 persons homeless on the streets or in homeless facilities. Many other homeless persons went uncounted or were precariously housed.

Table 36: Homeless Needs Assessment

Population	Estimated # of persons experiencing homeless on a given night		Estimate experiencing homelessness each year	Estimate becoming homeless each year	Estimate exiting homelessness each year	Estimated days persons experience homelessness
	Sheltered	Unsheltered				
Persons in HH with adult(s) & children	434	18	1,323	1,120	1,045	132
Persons in HH with only children	10	6	47	64	55	197
Persons in HH with only adults	550	131	1,993	806	552	185
Chronically homeless individuals	85	66	442	117	81	128
Chronically homeless families	26	2	82	5	8	136
Veterans	82	3	249	139	84	257
Unaccompanied child	10	6	47	64	55	197
Persons with HIV	4	0	12	3	3	70

Note: Data in the last four columns have only recently been captured; historical information is not readily available.
Source: 2014 Countywide Point-in-Time Count and 2013 HMIS.

Community leaders, homeless program providers, and the Spokane Continuum of Care have been working to reduce homelessness and ultimately end it. To provide a road map toward achieving the goal of ending homelessness in Spokane, the community has developed the long-range strategic plan – Strategic Plan to End Homelessness in Spokane 2015-2020. The following discussion summarizes key components of that Plan.

Homelessness on a Given Night [pg. 47]
The January 2014 count found a total of 1,149 persons homeless in Spokane County on a single night. This total is composed of sheltered and unsheltered homeless persons, who are in families with adults and children, unaccompanied youth, or households composed of single adults or couples (see Table 35).

Caution should be exercised in using point in time data as it represents a major undercounting of the actual number of persons homeless on a single day. Causes of undercounting include an inability to reach all areas of the county, insufficient census takers, homeless persons' avoidance of census takers, weather, and fear of authority.

Among those counted, 87% were temporarily housed in shelters or transitional housing and only 13% were unsheltered. The majority (59%) of homeless persons found were single adults or adult couples. This is comparable to the 63% found nationally in the 2013 homeless count.

Almost all of the remaining homeless counted were in 146 family households with children, representing 39% of the total. Sixteen of those counted on that single night were unaccompanied children. While the continuum of care system was able to house almost all of the homeless families with children found during the count, 20% of the non-family homeless adults were unsheltered on that date.

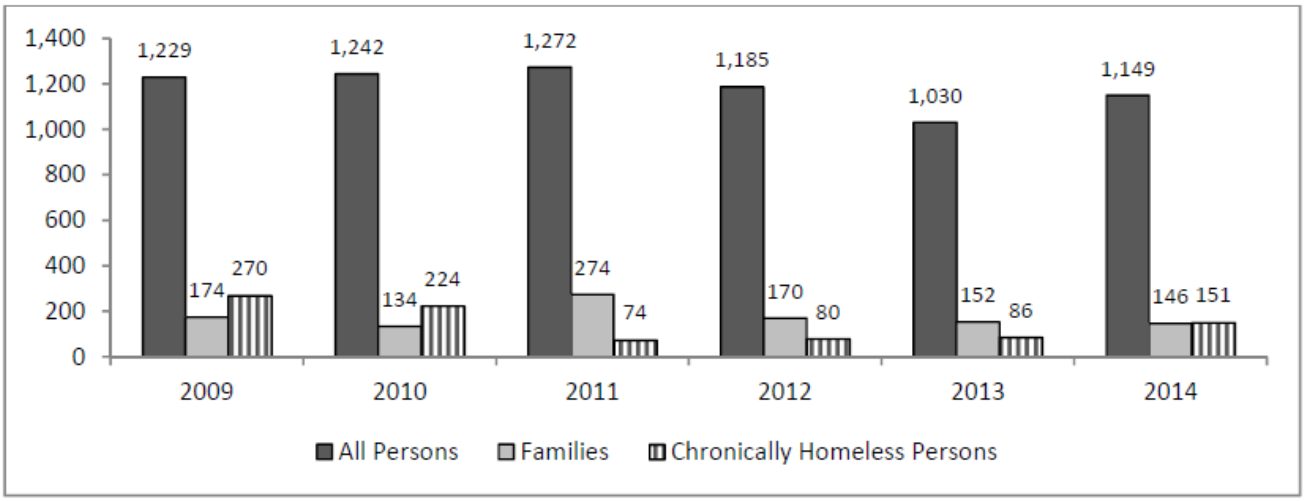
Within total persons counted are persons identified by specific characteristics or health conditions. Chronically homeless persons are a major subpopulation of the homeless. Persons categorized as chronically homeless individuals in the Spokane region equaled 15% of the total homeless, compared to the 2013 national count of that population which found 18%. Importantly, 44% of this population was found unsheltered on the night of the count.

Approximately 22% those counted either reported, or were observed to have, serious mental illness (nationally – 25%). Another 16% were identified as persons with chronic substance abuse. Persons who reported they have been victims of domestic violence equaled 21%, compared to national estimates of 30%. Significant numbers of these three vulnerable subpopulations were found unsheltered.

Health, societal issues, and poverty are all primary causes of homelessness. Other contributing factors include unemployment, loss of job, high housing costs, illness, poor credit history, property owner tenant problems, substance abuse, and lack of education.

Figure 8 shows the number of homeless persons found in the one-night counts from 2009 to 2014, and shows there has been only limited variation of the total number of homeless found over the years. While other factors (such as weather, local economy, changing survey scope) may affect the numbers, it is clear that homelessness in Spokane is a persistent issue. However, some variations are worth note. The number of homeless families counted declined by 47%, from 274 in the 2011 to 146 in 2014. The number of homeless persons reporting they were survivors of domestic violence increased from 75 in 2009 to 238 in 2014. This may be improved awareness and reporting of domestic violence. Nevertheless, domestic violence is a major issue in the community. The number of persons identified as chronically homeless decreased from 270 in 2009 to 151 in 2014, although the 2014 count was up from the previous year. The increase in permanent supportive housing capacity has hopefully reduced the incidence of sheltered and unsheltered persons considered chronically homeless.

Figure 8: Point-in-Time Count Spokane County 2009-2014



Source: Spokane County Point-in-Time Counts.

Families in Need of Housing **(NA40)** [pg. 48]
Persons in homeless families with children represent about 40% of all homeless persons found in Spokane. Families headed by veterans are a small subcategory of this population. Recent progress has been made in improving the intake and assessment/placement system for families. As a result, more families with children are being referred to housing under the Housing First model. Fewer homeless families with children counted in recent point-in-time counts were found without shelter. The number has dropped from a high of 21 families unsheltered in 2009, to only six families in 2014. Overall (sheltered and unsheltered), the number of homeless families counted has fallen – from 274 homeless families in 2011 to only 146 in 2014 (47% fewer).

Families are particularly vulnerable to lack of affordable housing. Many are female-headed households who are disproportionately impoverished. This population requires affordable housing near schools, transportation and job centers. Rapid rehousing resources—including tenant-based rental assistance—are generally a good match for their needs.

Housing Needs of those At-Risk **(NA10)** [pg. 49]
The most common issues facing households at risk of homelessness are lack of income and unaffordable housing. Vulnerable populations need living wage jobs to pay for the adequate housing. Lacking income, housing subsidies to maintain affordable rents are necessary. For many of those at risk, the availability of affordable rental housing with community supports can prevent their homelessness. Rapid Rehousing resources using the Housing First model of placement is a promising method of preventing homelessness as well as returning persons who have fallen into homelessness, back to stability.

For other at-risk persons with major difficulties such as addictions, mental illness, or physical illness, the availability of stabilizing housing with supportive services is key. Permanent supportive housing is the primary form of housing that can prevent these subpopulations from falling into homelessness or returning to homelessness. Spokane's subsidized rental housing inventory has the variety of housing types needed to help prevent homelessness. However, it lacks sufficient numbers (housing units) to meet all the needs of its at-risk residents, let alone those who are cost-burdened.

POPULATIONS WITH SPECIAL NEEDS [pg. 52]
Introduction (NA45)

Some populations are especially vulnerable. It is assumed that they will have temporary or long-term requirements for additional support. Those populations are introduced in following sections: persons who are elderly and frail; persons with mental, physical or developmental disabilities; veterans—particularly homeless veterans; victims of domestic violence; unaccompanied youth; persons with HIV/AIDS. While the topics are introduced somewhat independently, the special needs often overlap.

Types of Special Needs (NA45) [pg. 53]

Elderly/Frail Elderly

HUD defines elderly as age 62 and older, and frail elderly as those requiring assistance with three or more activities of daily living (bathing, walking, light housework, etc.). As the "baby boomers" (those born between 1946 and 1964) age, the proportion of elderly and then frail elderly will increase. The projection in Washington is that 20% of the population will be 65 or older by 2030, and in Spokane County 21% of the population will be 65 or older by 2030. At the same time that care needs of an aging population increase, OFM projects that the share of working age individuals will decline relative to the population dependent upon them.

The elderly are vulnerable on many fronts. Many have reduced income with retirement – surviving spouses even more so. ACS estimates (2008-2012) that 11% of seniors (65 and over) in the City of Spokane and 9% in Spokane County were living below poverty. The official poverty threshold, however, does not adequately estimate economic insecurity. The Washington Elder Economic Security Initiative calculated a standard for economic security based on an assessment of housing, food, health care, transportation and essential personal and household items.[8] In Spokane County, average Social Security was below the standard for single men and women, as was the median income in retirement for single women. While the standard varies with tenure, whether the senior is alone or in a couple, and whether there is a mortgage, the conclusion is that many seniors do not have enough to meet basic needs – a far greater percentage than is estimated by the poverty level.

The cost for long-term care (in-home) dramatically increases the amount of income a senior, or person with disabilities, needs to be secure (Elder Economic Security Index). As an example, in 2014 a single owner without a mortgage would need an annual income of $19,224. Adding 16 hours of care would more than double the Index (to $46,675). The requirement of 36 hours a week of care would raise the Index to $73,464 for the single individual living in a home without a mortgage. Fixed income, such as Social Security, sees modest annual increases; actual increases in cost of living are far from modest.

Isolation is a concern and often undetected. Many seniors live alone – 11% of all households in Spokane were single individuals 65 and older (2010 census) and most of those (73%) were women. Access to amenities and services is especially difficult for seniors who should not or cannot drive. There is an increased burden on the system of services, on family and on friends for caregiving.

Seniors are also more likely to have a disability, most frequently an ambulatory difficulty. (Note that the ACS question asks about a "serious" difficulty walking or climbing stairs.) In the City of Spokane, 41% of people 65 and over (not living in institutions) had a disability, (2012 5-year ACS estimates) and 63% of those individuals had an ambulatory disability, likely in addition to other disabilities.

Aging and Long Term Care of Eastern Washington (ALTCEW) is the designated Area Agency on Aging covering five counties including Spokane, Ferry, Pend Oreille, Stevens and Whitman. In the 2012-2015 Plan, the agency set a number of priority issue areas including: aging-friendly communities; family and kinship caregiver support; access to information and assistance; in-home services; healthy lifestyles; housing (affordable and accessible options); transportation; elder rights and abuse prevention; and, older Native Americans.[9] Consistent with ALTCEW spending priorities, discretionary funds in Spokane County are awarded to agencies providing a number of services. Among these services are case management, information and referral, home delivered meals, and

limited in-home care. Sharing results of recent focus groups in contributing to this Consolidated Plan, ALTCEW identified the need to address high costs of living, the need for "aging friendly" communities (housing on one level, access to amenities), walkable communities (sidewalks clear of snow), and safe and accessible transportation, to name some of the early concerns.

The Washington State Department of Social and Health Services published a report[10] summarizing survey findings of potential clients, their families, and service professionals that addressed the needs of older adults and people with disabilities. Unsurprisingly, the results revealed that people wanted to live as part of communities and families, with access to in-home supports and accommodations that enable them to live safely. Their concerns included running out of money, isolation, and being a burden on caregivers and families. Access to community services, including recreation, was emphasized by both potential clients/family, and caregivers/providers.

Persons with Mental or Physical Disabilities and Developmental Disabilities [pg. 54]
The 2008-2012 ACS estimated that 13% of Spokane's population between the ages of 18 and 64 had a disability, as did 5% of those under the age of 18. People 65 and older represent the largest cohort with disabilities at 41% (including a serious difficulty walking or climbing stairs). A recent analysis of 2012 single-year ACS data for Washington State provides insights into the extent of disabilities for the working-age population (21 to 64).[11] Statewide, the employment rate of working age people with disabilities was 37%, compared with 77% for persons without disabilities. In the same year, 23% of persons with disabilities had full-time, full-year employment, compared with 55% of persons without disabilities. About 18% were receiving SSI and 26% were living in poverty (compared with 11% of working-age adults without a disability.

The Washington Department of Social and Health Services (DSHS) served 1,905 clients with developmental disabilities in Spokane and 3,878 in Spokane County between July 2012 and June 2013.[12] An array of services is available in Spokane for persons with developmental disabilities of all ages, although not enough to meet needs. According to information provided by one of the agencies (arc-spokane.org), Spokane County is home to between 7,000 and 14,000 people with an intellectual or developmental disability.

While needs of persons with intellectual or developmental disabilities (I/DD) depend on the nature and extent of the disability, needs tend to be ongoing, met largely within the family (70% live in family homes) and usually with inadequate additional public support. Family caregivers need support as well, including respite. That many caregivers are aging raises new concerns for the future. The needs are often misunderstood leading to unnecessary social isolation and missed opportunities for fulfilling employment, healthy relationships, and maximum independence. All of the challenges faced by other populations with special needs are more challenging, but not unsurmountable, for people with intellectual or developmental disabilities. However, to get there, steps must be taken to overcome underemployment (70% unemployed and/or working for insufficient compensation), lack of income (SSI alone is meager as is the $2,000 ceiling on savings), poor accessibility (to transportation, services, medical and dental care), and lack of appropriate affordable housing (a primary need for most).

Mental illness ranges from mild and short-term to chronic, lifetime conditions. Publicly funded services tend to focus on people whose illness affects their ability to work and live in the community independently. The Washington Department of Social and Health Services provided mental health services to 7,926 lower-income qualifying clients in the City of Spokane (2012-2013). The majority of the services were outpatient evaluation and treatment, followed in frequency by crisis intervention.

It is difficult to measure the incidence of serious mental illness (SMI). A 2003 study by DSHS estimated that there were 22,288 persons with SMI in the Spokane County RSN (Regional Service Network) that covers eight counties

(Spokane, Pend Oreille, Stevens, Ferry, Okanogan, Lincoln, Grant and Adams). About 56% of that estimate was thought to be Medicaid eligible. Included in the total estimate were 7,525 children with serious emotional disorders (SED).[13]

Among Washington's SSI recipients (clients age 18-64), mental illness is the primary disabling condition (about 47%) followed by developmental disabilities (about 16%).[14] The Patient Protection and Affordable Care Act (ACA) provides a financial incentive for treatment of mental illness prior to it becoming a disabling condition. Since 2014, persons under age 65 with incomes at or below 133% of poverty are eligible for Medicaid. Under the Medicaid Expansion and federal funding, it is less costly for Washington to provide adequate treatment to prevent a disability than waiting until the person falls under federal disability, which requires a 50% match by the State.

Providing appropriate and timely assessment, treatment and support services is a challenge made more difficult by lack of adequate funding. In a 2015 study by Mental Health America, Washington State was rated among the highest in prevalence of mental illness and the lowest access to care (the are related measures).[15] Washington achieved an overall ranking of 48 (out of 51). Contributors to the development of this Consolidated Plan consistently mentioned the need for crisis intervention, housing and supportive services for persons with mental illness. Mental illness is a primary factor in homelessness, including homeless veterans.

Veterans [pg. 56]
An estimated 12% of persons who are homeless in the United States are veterans. Nationally, data show that the majority of homeless veterans are male (92%) and disproportionately African American or Hispanic (40%). The majority suffer from mental illness and/or alcohol or substance abuse. They have served in war, mostly since Vietnam and in more recent Middle East war zones. Veterans who have experienced combat may suffer from PTSD and/or have suffered from brain injuries or trauma. These injuries leave them vulnerable to family disruption. Lack of education or training outside of the military adds to the stress of transferring military skills to civilian life.

In 2013, over 58,000 veterans were found homeless across the nation. In the 2014 Spokane County Point-in-Time count, 7% of homeless persons counted were veterans. It is assumed that many more were homeless than counted, as many seek to avoid contact with authorities. It is estimated that about 250 veterans are homeless in Spokane at some point in calendar year. Importantly, homeless veterans experienced homelessness for long consecutive periods – 257 days on average – longer than any other homeless population.

In addition to those experiencing homelessness, another estimated 1.4 million veterans nationally are considered to be at risk of homelessness due to poverty and lack of support networks.[16] Affordable housing, medical care, mental health care, along with other services are major needs.

The Veterans Administration has introduced a major national initiative to end homelessness for veterans and to provide an array of services and housing supports to those at risk of homelessness. While still insufficient, the Spokane area has taken advantage of both health care for homeless veterans and significant resources for housing vouchers.

Persons with Drug and Alcohol Dependency [pg. 57]
The Washington Department of Social and Health Services (DSHS) served 3,254 lower-income clients with alcohol and substance abuse-related services in the City of Spokane between July 2012 and June 2013. Most of the services were outpatient treatment and assessments. Substance abuse disorders may accompany mental illness and are often co-occurring disorders. Both mental illness and substance abuse disorders are factors in homelessness in Spokane.

Domestic Violence [pg. 57]
Data on the actual occurrence of domestic violence are remarkably limited. Certainly, violence in the home and in relationships cuts across societal measures – income, occupation, race, [and] ethnicity. Statistics are limited to some extent by the sources of data. National crime databases show that in reported incidences—in which police respond—both men and women can be charged in a single incidence. The National Coalition against Domestic Violence (NCADV), drawing in part on the crime statistics, reports that nationally:

- 1 in 3 women and 1 in 4 men have experienced some form of physical violence by an intimate partner within their lifetime
- Intimate partner violence is most common among women between the ages of 18-24
- Intimate partner violence accounts for 15% of all violent crime

The National Network to End Domestic Violence reports on violence from those seeking help from agencies. This offers a snapshot of the more vulnerable. Those who experience barriers in escaping violence—such as lack of income, lack of personal esteem, immigrant status, and absence of family or peer support—are highlighted in the National Network to End Domestic Violence report. The 2013 Domestic Violence Counts statistics for the 24-hour count in Washington State, the Network reported that 2,082 victims were served in one day. According to data compiled by the Washington State Coalition Against Domestic Violence, having limited options for economic stability can keep victims in relationships with violent abusers.[17] Lack of affordable housing is key among the barriers to escaping abuse.

Washington State tracks domestic violence-related deaths. In the 10-year period between 2004 and 2013, there were 30 such homicides in Spokane County and 11 abuser suicides. The YWCA of Spokane works with victims of domestic violence and provides an array of services, including housing. The 2013 agency Annual Report showed that domestic violence counseling was provided to 1,086 victims, safe shelter to 412 victims, and legal advocacy to 3,199 victims. While no person in imminent danger is turned away from shelter, making the transition to safety is met with multiple barriers – lack of affordable housing, lack of legal representation, finding suitable employment, and recovering from abuse. While victims of domestic violence are protected from discrimination, the presence of protective orders alone can persuade property owners against renting.

Persons with HIV/AIDS **(NA45)** [pg. 58]
According to Washington State HIV Surveillance Semiannual Report (1st Edition 2014), there were 113 new cases of HIV diagnosed in Spokane County between 2009 and 2013, for a total cumulative diagnosis from 1982 of 821 cases. As of the end of December 2013, 210 persons in Spokane County were known to be living with HIV (not AIDS) and 287 persons living with AIDS. The local incidence of HIV/AIDS is relatively small; however, the disease is becoming more prevalent in suburban and rural areas. In addition, 44% of new cases between 2009 and 2013 in Spokane County were late HIV diagnoses (diagnosed with AIDS within 12 months of being diagnosed with HIV).

Homeless Youth **(NA45)** [pg. 58]
The Spokane School District reports the number of homeless youth is steadily and significantly increasing. Over the four latest reported school years, the number of identified homeless youth has risen each year from 856 in 2009-2010 to 1,784 in 2012-2013. In the latest school year, almost two thirds were in a doubled-up housing situation (couch surfing). While the number of homeless youth is generally evenly distributed throughout grades K-11, the number of high school seniors who are homeless is almost double other years. These numbers only reflect homeless youth in school; many others have most assuredly already dropped out and are no longer in school.

Unaccompanied youth generally face two major issues: lack of skill and experience to obtain living wage jobs and the inability to obtain housing (unable to sign leases and or otherwise find housing they can afford). Under Washington State Law, youth aging out of foster care may access rental assistance provided by the State.

However, the assistance is insufficient to meet their long-term needs for stable, affordable housing. Opportunities for employment are limited for youth, especially for those who have dropped out of school. Education and skills development, including GED and vocational training, are needed in order to compete for jobs. Many youth also need mental health services, substance abuse treatment, and counseling to stabilize their lives. In addition, the expectation that youth will have the maturity to live without assistance is unrealistic for most. Unaccompanied youth have an even greater need for positive supports, constructive activities, guidance/mentoring, and financial support from a system providing flexible help for changing needs.

Housing and Support Services for Persons with Special Needs [pg. 58]
Housing Needs for People with Disabilities and Victims of Domestic Violence ***(NA10)***
There is no sure way to estimate the true extent of the persons with special needs population in need. One indication is the current wait list maintained by the Spokane Housing Authority and by Public Housing developments. At this writing, there are at least 151 households with people with disabilities and/or seniors on the wait list for public housing alone. In January 2014, 22% of persons on the wait list for public housing were households with an adult with a disability or a senior. National ACS data show that 41% or more of Spokane residents 65 and older have one or more disabilities. There is unmet need for supportive housing for persons with disabilities, including individuals who are homeless. Notably the most frequent qualifying disability (federally for SSI) among working age persons (18 to 64) is mental illness. Domestic violence is not always (even usually) reported.

Victims served by YWCA of Spokane is one way to estimate a need for housing support – in 2014 the agency provided counseling to 1,797 victims and shelter to 465 victims. The Spokane County 2014 Point-in-Time count found 21% of those counted had experienced domestic violence. Certainly domestic violence is a significant contributor to family disruption and homelessness, particularly for those without resources to escape violence on their own. Safe housing for people with disabilities and victims of domestic violence means affordable, secure housing for some and services for most.

Needs for Housing and Supportive Services **(NA45)** [pg. 59]
The aging population will need additional supportive services ahead, which are mirrored in other populations with special needs. For all, the overriding understanding is that self-sufficiency and independence are primary goals, while connection to community and family are important as well. Supportive services and case management are necessary during crisis intervention and stabilization and, for some, on an ongoing basis. For victims of domestic violence and persons with disabilities, the needs go beyond crisis and short-term intervention. A flexible system of support is required to assist the individual or family to achieve self-sufficiency.

Supportive Housing Needs **(MA35)** [pg. 59]
The frail elderly and persons with mental illness, substance abuse, HIV/AIDs developmental disabilities or physical disabilities require long-term housing and services. Housing provided through a range of nonprofit organizations can stabilize these populations and are available throughout the City. Housing facilities available include Inland Empire Residential Resources, ARC of Spokane, Pioneer Human Resources, Detox of Spokane, Catholic Housing Communities, and Volunteers of America. In addition, there are a number of residential communities for seniors that provide supportive housing for the elderly and disabled. Vacancies at many of the facilities are infrequent, indicating a need for more housing resources.

Persons with severe disabilities require permanent supportive beds. Many of the people coming into the Spokane Continuum of Care with disabilities are arriving without housing resources, due to either a lack of affordable supportive housing options or the fact that their disability prevents them from seeking the assistance they need. The Continuum of Care estimates that 117 become chronically homeless each year.

Discharge Planning **(MA35)** [pg. 59]
An agreement between the Regional Support Network (RSN) and Eastern State Hospital facilitates continuity of service supports for persons exiting to the community from the mental health hospital. In addition, the RSN, which provides community-based mental health services for outpatients, works closely with Frontier Behavioral Health Outreach, the Spokane County Supportive Living Program and Behavioral Health Options to create supportive housing placements.

The Spokane Continuum of Care, through the Health Homeless Housing (H3) Program, provides outreach and housing for chronically homeless persons with medical needs. In addition, a medial respite program (in collaboration with Providence Health Care, Catholic Community Services and Volunteers of America) provides interim housing while longer-term supportive housing is being identified. The Roads to Community Living Program coordinates with group homes, private landlords and assisted living programs to place Medicare-eligible persons discharging from hospitals, nursing homes and mental health facilities in appropriate housing, including supportive housing.

Actions to Support Housing and Services for Persons with Special Needs **(MA35)** [pg. 60]
The Consolidated Plan and the Spokane Plan to End Homelessness both lay out strategies to increase supportive housing and services for persons with special needs. The Consolidated Plan's goals of preventing homelessness and creating stable, expanding, affordable housing and improving the quality of life are being accomplished through nonprofit and governmental partnerships to create new affordable housing for the most vulnerable populations, including those with disabilities. Additional, specific, 2015 actions include funding new, affordable, multifamily housing, supporting tenant-based rental assistance, improvements to transitional and permanent supportive housing programs, housing counseling programs, senior food programs, Emergency Solutions Grant support to prevention and homeless programs, and youth development programs.

Citywide Housing Needs:

2017 Shaping Spokane: Comprehensive Plan for the future of Spokane (citywide Comprehensive Plan)

Comprehensive Plan is the name given to identify the community's long-range plan for growth. It is comprehensive because it provides guidance for all aspects of the city's growth and development over a long period, typically twenty-years. The plan is a set of visions, goals, policies, and implementation strategies that state how the city should grow physically, socially, and economically. This comprehensive plan is the product of many, many people including hundreds of community members, the city Plan Commission, City Council and Mayor.

Goals:
HOUSING CHOICE AND DIVERSITY
Goal: Provide opportunities for a variety of housing types that are safe and affordable for all income levels to meet the diverse housing needs of current and future residents.

HOUSING QUALITY
Goal: Improve the overall quality of the City of Spokane's housing.
Policies:

- **Housing H 1.1 Regional Coordination—***Coordinate the city's comprehensive planning with other jurisdictions in the region to address housing-related needs and issues.*
- **H 1.7 Socioeconomic Integration—***Promote socioeconomic integration throughout the city.*
- **H 1.8 Affordable Housing Requirement—***Include a percentage of affordable housing within all new developments that include housing.*
- **H 1.12 Affordable Housing Funding Sources—***Support the development of affordable housing development funding sources.*

- **H 1.17 Partnerships to Increase Housing Opportunities—***Create partnerships with public and private lending institutions to find solutions that increase opportunities and reduce financial barriers for builders and consumers of affordable and lower-income housing.*
- **H 1.18 Distribution of Housing Options—***Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.*
- **H 2.1 Housing Rehabilitation—***Provide assistance for housing rehabilitation beyond housing maintenance code requirements if the assistance is supportive of general community development activity and is on a voluntary basis.*
- **H 2.2 Property Responsibility and Maintenance—***Assist in and promote improved and increased public and private property maintenance and property responsibility throughout the city.*
- **H 2.3 Housing Preservation—***Encourage preservation of viable housing.*
- **H 2.4 Linking Housing With Other Uses—***Ensure that plans provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses.*
- **H 2.5 Housing Goal Monitoring—***Provide a report annually to the City Plan Commission that monitors progress toward achieving the housing goals and includes recommended policy change if positive direction toward achieving the housing goals is not occurring.*
- **Social Health SH 2.2 Special Needs Temporary Housing—***Disperse special needs temporary housing evenly throughout all neighborhoods.*

2016 Mayor's Housing Quality Task Force:

Identified the following needs: [pg. 30] relocation assistance for displaced or involuntary termination of resident(s), Create a registry of affordable housing/units available in Spokane, establish a Housing Trust Fund; identify regional partners and a funding source.

Infill Development 2016 Summary Report and Recommendation:

Need to conduct [pg. 13] Housing Choices Gap Analysis P-4 Coordinate an analysis of gaps in housing choice with the intent of identifying tools, incentives, and code amendments necessary to encourage the development of housing forms that would reduce gaps in housing choice.

2017 – 2018 City of Spokane's One Vision. One Plan. One Voice Strategic Plan's

Increase Housing Quality and Diversity

- Form public/private partnerships to provide market-driven solutions for home rehabilitation & infill
- Establish minimum housing standards and provide support for investment in existing housing stock
- Make infill development simple by removing development barriers from our processes and regulations to promote density, improve housing diversity, and increase housing supply

Public infrastructure needs

The essential services provided by public infrastructure are critical to the health, safety, and welfare of the City of Spokane residents and community visitors. Water, sewer, transportation, police, fire, communications, and open

spaces are among the necessities of urban life. Community members and commerce depend upon these services today and in the future. As such, the City of Spokane has to meet the needs of today and provide adequate capacity and facilities for tomorrow without diminishing services for current users.

With a scarcity of resources, fiscal responsibility is paramount to ensure that we do not overburden the taxpayers when providing services. Careful planning and working in cooperation has helped the City of Spokane achieve major efficiencies and keep the cost of infrastructure services affordable for our citizens.

The City of Spokane Public Infrastructure needs are assessed and addressed through a very public process. Recently, the City Council and the City Administration have worked very closely on solving the City's Capital needs. In the excerpts below you will note some major changes the City has put into place recently to assure that the capital investments align with the Comprehensive Plan, Neighborhood Plan and objectives, and are equitably addressed year-in and year-out. Again working together, the Administration and Council successfully passed unprecedented voter approved bonds for major Streets and Parks expenditures in the coming years.

All infrastructure needs, plans, and implementation is covered in the City's Capital Improvement Program (CIP), which is an implementing strategy of the Capital Facilities Plan of Spokane's Comprehensive Plan. This Program was developed in compliance with the Washington State Growth Management Act. Therefore, for the CEZ plan we have looked exclusively to the Capital Improvement Program to address the municipal infrastructure needs assessment and solutions in the CEZ.

In the excerpts below, you will find the reasoning for the investments planned by department. In the funding section of this CEZ plan, you will find a breakdown by department of the over $862 Million Capital Investments planned, as well as maps showing those departmental investments by location. It is no surprise that each of the maps show a significant investment planned for locations within the CEZ boundary. The CEZ boundary includes the oldest portions of the City of Spokane with the oldest/aging infrastructure, the most distressed neighborhoods, Downtown, the Spokane River, and the largest City Park, Riverfront Park.

In the CIP, each project has a distinct scope that includes timelines, funding, and sources. A complete copy of the 2017-2022 Citywide Capital Improvement Program can be found on the City's website.

Capital Facilities Plan Element of the Comprehensive Plan [excerpts] [pg. Viii]
The purpose of capital facilities planning is to provide adequate public facilities to serve existing and new development, to reduce the cost of serving new development with public facilities, and to ensure that these facilities will be in place when development occurs. Capital Facilities include roads, bridges, sewer, water and storm water facilities, solid waste facilities, public buildings, parks and recreation facilities.
To provide for capital facility needs, the State of Washington's Growth Management Act
RCW 36.70A.070 requires that each jurisdiction prepare a capital facilities plan element in their comprehensive plan consisting of:

- An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities;
- A forecast of the future needs for such capital facilities;
- The proposed locations and capacities of expanded or new capital facilities;
- At least a six-year program that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and
- A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

City of Spokane's Approach to Capital Facilities Plan [iX]
The capital facilities plan implements the land use element of the comprehensive plan, and these two elements, along with the financing plan within the capital improvement program, must be coordinated and consistent. The GMA also requires a separate transportation element. (http://www.mrsc.org/subjects/planning/capfacilities.aspx)

Capital facilities include property, buildings (fire stations, buildings etc), open spaces, roadways, sewer plants and facilities including pipes in the ground and electrical wiring, solid waste trucks and disposal sites. A capital facility can also be major communication or computer systems. All cities own property, equipment and buildings. Without capital investments, cities could not provide necessary services. Cities usually acquire property and build the structures that are needed, but they may also purchase existing structures and renovate.

For the City of Spokane's Comprehensive Plan, the Capital Facilities Plan (CFP) for transportation can be found in Chapter 4 and for other capital facilities and utilities can be found in chapter 5. The CFP establishes the City's long-range program to address needs.

While the Land Use Element of the Comprehensive Plan articulates the vision and goals for how Spokane will develop, the Capital Improvement Program is the implementation tool that fulfills the goals and vision of the Comprehensive Plan. The Capital Improvement Program is the critical link between comprehensive planning and projects being constructed. Within the Capital Facilities Plan, implementation of the Comprehensive Plan is described through:

- Established levels of service for various public facilities and services;
- How certain undeveloped areas will develop based on type of public facilities extended;
- How coordination with adjacent jurisdictions will occur; and
- How coordination with other agencies that provide public facilities and services such as school districts, utilities, transit services will occur.

Relationship of the Citywide Capital Improvement Program to Goals and Policies of Comprehensive Plan [pg. iX]
The Citywide Capital Improvement Program (CIP) is a six year plan of capital projects with estimated costs and proposed methods of financing that is updated annually.

In 2011, City Council adopted ordinance C34747, which established the annual update of a Citywide Six-Year Capital Improvement Program, a copy, could be found in the appendix. The ordinance further directed that the Citywide CIP be reviewed by the Plan Commission for consistency with the Comprehensive Plan and by presented to Council by June of each year.

In 2012, using the State Community Trade & Economic Development (CTED) Capital Facilities Planning Tool User Guide as a resource and other existing models, City staff created 10 needs assessment questions to be used to relate each proposed capital project to the pertinent goals and policies in the Comprehensive Plan. The CTED Decision Matrix is a set of questions [pg. X], which were developed to help local agencies prioritize projects according to a pre-assigned set of criteria, and was particularly valuable for comparing projects from different program categories. Each proposed project in the Citywide CIP also includes a rationale statement that explains why this project is necessary.

Because the City Administration viewed the needs assessment questions as policy, the Mayor requested that City Council review and approve the needs assessment questions to be used in the development of the Draft 2016-2021 Citywide CIP. City Council also reviewed and approved a weighted scoring for the questions to help inform the City Administration as they developed the draft. The following were used to help inform the process.

2017-2022 Needs assessment for City Wide Projects as approved by City Council [pg. X]

1. Does the project or item meet the goals of the Comprehensive Plan?
   - Which of the goals does it meet?
2. Does the project or item satisfy Federal, State, County or City mandates or regulations? (IE by not performing this project, Federal or State money is withheld, laws violated, or concurrency issues arise)
   - State the mandate or regulation this project or item satisfies
3. Does this project decrease demand on operations and maintenance funding?
   - Explain how this approach decreases demand on maintenance and operations funding
4. Is the project integrated to benefit City functions?
   - Describe how the project is integrated to benefit City functions. (IE does the project also address of help another City function? An example would be if the Water Dept. chose to place a new water line along a roadway that needs repair. This would be an integrated project in that the Street Dept. benefits from the roadway being improved rather than the water line being placed in another roadway in better condition)
5. Does this project or item eliminate hazards or risks?
   (Note Must align with the Comprehensive Plan (IE the Comprehensive Plan prioritizes the need to create safe, walkable streets for pedestrians))
   - What hazards or risks does it eliminate
6. Does the project or item preserve or extend the life of an existing asset?
   - Explain how the life of an asset will be extended or preserved
7. Does the project or item increase infrastructure capacity to meet future growth needs?
   - Describe the increase. (Include current capacity, the proposed increase and how it relates to future growth)
8. Centers/Corridors, and the Targeted Areas are a priority for the City. Is the project located in one of the highlighted areas shown on the attached map? (Extra weight will be given to projects in the targeted areas, AND/OR centers and corridors)
9. Does the project increase or generate revenue?
   - State the amount of Revenue projected
   - State the amount of time it will take to generate the revenue stated above.
10. Does the project require additional FTE's or increased fixed costs?
    - State how many additional FTE's are needed and state the additional cost.
11. Does the project meet sustainability plan goals?
    - How many goals were met?
    - State how the project or item meets the goal(s) selected
12. Will the project or item be located within a CD neighborhood? (Attach a link to pull up the CD Neighborhood Map)

[pg. Xi] In summary, the process described qualitatively links each project in the Citywide CIP to pertinent goals and policies in the Comprehensive Plan. The project rationale justifies why the project was selected, and the needs assessment questions link the project to the Comprehensive Plan.

Population—The Citywide Capital Improvement Program (CIP) must use the same population projections used in other parts of the Comprehensive Plan. Internal consistency requires all elements of a Comprehensive Plan be based upon the same planning period and the same population projections. The State Office of Financial Management provides an annual estimate for the population of Washington cities. For 2013, the estimate for the City of Spokane is 211,000. Since no one within the City, County, Spokane Regional Transportation Council or State Office of Financial Management provides a six-year population projection for the City of Spokane, Capital Programs staff in conjunction with Planning staff developed a projection based on an average of the annual

increase of Spokane's population from the 2000 census through 2010 and used this average annual increase to project a population increase of 6,831 for the years 2016 through 2021. To assure consistency throughout the Citywide CIP, this projected increase was provided to all program/project managers required to use Spokane's population as the demand population in their six-year need analysis.

Inventory—The Growth Management Act requires jurisdictions to prepare an inventory of City-owned buildings, facilities, and infrastructure. In past facility plans, the inventory information has not been consistent. To correct this deficiency, staff have redesigned the inventory format, added it to the Citywide CIP database, and will be phasing in the information during the comprehensive plan update that is currently underway and will be completed by 2017.

Other Jurisdictions Capital Facilities Programs—Although the City of Spokane provides many services to its residents, it is not the only provider in Spokane. Many other public providers including the Spokane and Mead School Districts, Spokane Transit Authority, and the Convention and Visitors Bureau own capital facilities.

The following links are provided as they become available from other jurisdictions and can direct you to the other jurisdictions capital programs. We are providing these links for informational purposes only. To review the external entities capital programs, access their websites accordingly:

- Spokane Transit Authority: http://www.spokanetransit.com/about-sta/view/comprehensive-plan/
- Spokane County: http://www.spokanecounty.org/bp/data/Documents/CapFac/TOC.pdf

As the largest city in Spokane County, the City of Spokane has taken the lead regarding economic development that benefits the entire county. The City has been active in the renovation of the downtown and in revitalization efforts in the University District, North Monroe, and Hillyard.

2017-2022 Citywide Capital Improvement Program Highlights [pg. Xii]

The Citywide Capital Improvement Program (CIP) is both a planning and financial document. It is a prioritization of the capital improvements the City intends to build in the next six years and a plan for how to pay for these improvements. The 2017-2022 Citywide CIP does not appropriate funds, but rather functions as a budgeting tool, supporting the actual appropriations that are made through adoption of the budget. An important filter demonstrates that the Capital Facilities Element of the Comprehensive Plan is financially realistic.

Internal Process

Development of a process to include all City departments with capital facilities into a capital improvement program began after adoption of the Citywide CIP ordinance. An internet-based database was created with input from Finance, Accounting, Planning, MIS, and Capital Program Department staff. The information for each capital improvement project was entered for each participating department and reviewed through June 28. The system was locked on June 28 and a first draft was prepared. The data was compiled and summary reports were shared with the Administration for review. City Council was briefed on the status of the Citywide CIP in May and July. The Citywide CIP will remain in draft form until after Council approves the document. Upon completion of the budgeting process, the Citywide CIP will be edited to reflect any impacts the 2017 budget has on the CIP and then sent to Council for final approval.

Level of Service Standards

To implement the policies of the Spokane's Comprehensive Plan, the City has adopted Levels of Service (LOS) standards for capital facilities. The LOS measures the quality and quantity of existing and planned public facilities. Providers of capital facilities and services are requested to include an analysis discussion that evaluates how they are meeting the measurable LOS "objective" or standard. These standards have been

adopted by the City Council as a commitment to maintain a specific level of service as the City grows. Most service providers have an established standard while others have a standard that is indicated, as "as needed".

Department	Level of Service (LOS) Standard
Emergency Medical Services	
Basic Life Support	6.5 minute response 80% of the time
Advanced Life Support (ALS)	8 minute response 80% of the time
Fire	
1st Engine	7 minute response 80% of the time
1st Ladder	8 minute response 80% of the time
Law Enforcement	1.5 Officers per 1000 residents
Libraries	3.25 books per person
Parks	
Neighborhood	1.17 acres per 1000 persons
Community	1.49 acres per 1000 persons
Major	2.59 acres per 1000 persons
Solid Waste	
Garbage	4.33 collections/household/month
Recycling	4.33 collections/household/month
Streets	
Signalized intersections	
Arterial, Downtown, CBD	LOS F, not to exceed 90 seconds of delay
Development Proposals	LOS F, not to exceed 85 seconds of delay
Principal or Minor Arterials	LOS E
Collector Arterials	LOS D
Unsignalized Intersections	LOS E
Wastewater Management	
Stormwater	10 year design storm for public right of way
Stormwater	Prevent flooding of property in a 25 yr storm
Stormwater	Prevent damage to building in a 100 yr storm
Sewage	100 gallons per capita per day
Water	Minimum pressure of 45 psi

[pg. XiV *LOS chart by Utility*]

Concurrency

The term concurrency is used in conjunction with Level of Service standards within the Capital Facilities Element of Spokane's Comprehensive Plan. Concurrency requires that the public facilities and services necessary to support development shall be adequate to serve the development at the same time (concurrent to when) the development is available for occupancy or use, or within a reasonable time as approved by the City, without decreasing current service levels below locally established minimum standards.

2017-2022 Citywide Capital Improvement Program [pg. XV]
Planning for adequate capital facilities is an important City activity, and City property must be maintained properly with major renovations planned and budgeted. New facilities must also be planned and budgeted responsibly, evaluated and balanced with all other City needs. This chapter identifies future projects and describes how they will be budgeted. The Citywide Capital Improvement Program (CIP) is not just a wish list, as it also includes a funding and financing plan.

Funding Type Summary represents an overview of the entire City in the Spending by Department Summary and Spending. Following the overview, department information is divided into sections. Department information includes a department description, funding summary, and reports for each project. Each capital project has a "spending plan" that identifies revenue sources for projects and when the funds are anticipated to be expended.

What is a Capital Improvement Program (CIP) Project? [XVi]

Required content:

- Identifies a specific physical improvement
- Specifies the time for construction; and
- Identifies the specific source of funding

Definition of a Capital Project

- A tangible asset
- Has a useful life of 5 years or more
- Has a value of $60,000 or more
- Meets the goals, policies or level of service of the Comprehensive Plan

Spokane Transit Authority's Public Transit Needs

STA's mission statement states that STA is an agency "dedicated to providing safe, convenient and accessible transportation service to the Spokane region's neighborhoods and businesses and activity centers. We are leaders in transportation and a valued partner in the community's social fabric, economic infrastructure and quality of life."

As such, STA's mission aligns and supports the overall purpose of the CEZ's. STA's planning efforts strive to identify and provide improved transit throughout the region.

Relevant STA Plans

Connect Spokane: A Comprehensive Plan for Public Transportation (Revised 2017)
The goal of this plan is to set forth a vision and policy framework to guide decisions made by STA's Board of Directors, its staff, and partnering agencies that will further Spokane Transit's mission and vision for at least the next 30 years. STA strives to encourage increased ridership while providing high quality, convenient and reasonably priced services by recognizing STA's mission and by following the goals and policies defined in this plan.

All of the sections have some applicability to CEZ. The full plan can be accessed at https://www.spokanetransit.com/projects-plans/comprehensive-plan

Spokane Transit Authority's Transit Development Plan (2018)
Spokane Transit Authority's Transit Development Plan (TDP) contains the Six-year Plan, Annual Report, Service Implementation Plan and Capital Improvement Program. The TDP is submitted to the Washington State Department of Transportation (WSDOT) on an annual basis.

STA Service Summary
All fixed route service is provided by vehicles that are accessible for people with disabilities. As of May of 2018 STA has 36 fixed bus routes in operation. Hours of service are generally 5:30 AM to 11:30 PM Monday through Friday, 6:00 AM to 11:00 PM Saturdays, and 8:00 AM to 8:00 PM Sundays and holidays. STA operates 365 days a year; however, holiday schedules (8:00 AM to 8:00 PM) are followed for New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. STA provides service to the following transportation facilities serving other modes and operators:

- Spokane Intermodal Center (Greyhound and Amtrak services)
- Spokane International Airport (regional and international air transportation services)

STA operates three transit centers within the PTBA as of May 2018. STA also operates service to 13 park-and-ride lots within the PTBA. In addition, STA provides service to, or in the vicinity of, most of the public elementary, middle and high schools in its service area, as well as to Spokane Community College, Spokane Falls Community College, Eastern Washington University (Cheney, WA), Gonzaga University, Whitworth University, and the Spokane Campus of Eastern Washington University and Washington State University.

STA provides fixed route bus service and paratransit service comparable to fixed route service to the cities of Spokane, Spokane Valley, Airway Heights, Cheney, Liberty Lake, Medical Lake and Millwood, as well as to unincorporated areas of Spokane County that are within the PTBA.

Major Activities (2018-2024)
Major activities planned over the next 6 years that may positively impact the CEZ include:
Customer and Community Outreach
Expand the employer-sponsored bus pass program

- Expand the Universal Transit Access Pass (UTAP)
- Expand the number of retail bus pass outlets

Service Development

- Procure a new contract for supplemental paratransit service (as early as 2020)
- Implement HPT: Monroe-Regal Line
- Implement the Central City Line and restructure plaza operations in Spokane
- Implement HPT: Cheney Line and restructure service on the West Plains

Facilities and Fleet

- Complete the West Plains Transit Center
- Construct Upriver Transit Center at Spokane Community College
- Construct Moran Station Park & Ride
- Improvements in advance of HPT: Division Line
- Relocate and expand the Mirabeau Transit Center
- HPT: Sprague Line improvements

Planning

- 2019/2020 update to *Connect Spokane*: A Comprehensive Plan for Public Transportation
- Identifying new needs, planning for the future beyond STA Moving Forward
- Conduct HPT: Division Line study to define elements of future Bus Rapid Transit (BRT) investments
- Conduct HPT: I-90 preliminary engineering
- Bus Stop Accessibility Improvement Plan
- Study strategies to address gaps in services to populations with unmet mobility needs
- Prepare Transit Asset Management Plan and updates
- Title VI Program update (every three years)

Central City Line Strategic Overlay Plan (2016)
Housing Strategies
Transit investments like the CCL can spur economic development, attracting more residents, businesses, and employers to locate near the corridor. The type of development that occurs adjacent to high-performance transit is also typically dense and walkable, meaning many residents and visitors can reach destinations without a car. These benefits typically increase property values and, in turn, can increase housing costs and erode affordable housing in the corridor. Lower income households and those without access to automobiles use transit at higher rates than others use and have the greatest need for affordable transportation options. Accordingly, strategies to ensure that all types of housing—including affordable and market rate housing— remain available in the corridor are critical. With policies in place to protect affordability and encourage other types of housing in downtown and throughout the corridor, the CCL can help the city ensure that housing is available at a range of different price points.

Presently, housing is generally affordable in the CCL corridor. For the purposes of this plan, “affordable” housing is that which is affordable to households earning less than 50% of area median income. Although prices have increased slightly in the downtown area since the end of the great recession, they remain affordable along the

entire corridor. National affordable housing studies have shown that preserving affordable housing before rental prices begin to increase is an essential strategy to ensuring long-term affordability. This section details recommendations for the City of Spokane and regional housing partners to increase the amount of all types of housing in the corridor, and preserve and enhance affordability. These strategies can help ensure that a healthy mix of affordable and market rate housing is available to households with a wide range of incomes.

Land Use Strategies

Although land use along the CCL corridor is already conducive to highperformance transit, this Strategic Overlay Plan includes new policies, strategies and actions to enhance walkability and encourage appropriate, context-sensitive development at key locations along the corridor. These actions have been developed after a comprehensive review of existing plans and policies, and discussions with stakeholders. They are designed to increase transit ridership in the corridor and support successful implementation of the CCL.

Land Use Strategies include:

- Development incentives
- Enhanced design measures
- Streetscape standards
- Parking
- Allowable uses

Economic Development Strategies

Transit improvements like the CCL tend to make streets more desirable for new development. People want to live and work near high performance transit, as it reduces travel times, makes it easier to meet daily transportation needs, and reduces transportation costs. The Economic Benefits of the CCL (EcoNW, 2014) study estimated that the CCL will generate tens of millions of dollars of investment and increased property values. These benefits can be enhanced with help from the public and private community partners.

Public Facilities Needs

NON-HOUSING COMMUNITY DEVELOPMENT [pg.60]
Public Facilities Needs (NA50)
The City of Spokane Comprehensive Plan expresses the vision of the City's public facilities and utilities being provided "…concurrently with a growing population to meet the safety, utility, transportation, educational, and cultural needs of residents." The City's public facilities needs are varied and extensive.
The following summarizes some of the public facilities needs identified through the planning process:

- Wastewater system improvement needs ($391 million) make up more than half of the City's Capital Improvements budget ($733 million).
- The Integrated Clean Water Plan, which would improve management of overflow into combined sanitary wastewater/storm drain system, is the major project identified.
- Upgrades and improvements to the City's community centers are needed. For example, extensive renovation of the Riverfront Park Pavilion topped the list of facilities improvements in the City's CIP, followed by relocation of the Peaceful Valley Community Center to a new site.
- Improvements and upgrades in libraries in several locations were identified, such as heating and ventilation systems, roofs, and parking.

Determination of Need (NA50)
Spokane's 2014-2019 Citywide Capital Improvements Plan (CIP) describes prioritized projects of the City in detail and expresses a budget of over $700 million to meet priority needs. Also consulted were other project reports and needs assessments providing additional detail in establishing needs, including the [pg.61] City's Comprehensive Plan. Finally, focus groups were convened to assess needs and key City staff were interviewed and consulted during the planning process.

Transit Public Improvements **(NA50)**
Several large public projects to improve the economic vitality and quality of life in the City have been identified in city planning documents. Responding to the need to create inviting pedestrian and auto gateways into the City's downtown, a plan for the Division Street Gateway project has been developed which would involve several public improvements to the area. The need to develop the City's neighborhood centers and corridors was also identified. Investment in public improvements in targeted areas is needed to stimulate and support revitalization of business districts and residential areas.

Some neighborhoods lack streets, sidewalks, gutters, curbs, and/or ADA accessible curb cuts. In other areas, one or more of these components need reconstruction. Local Improvement Districts (LIDs) are needed in some neighborhoods to prevent an economic burden on low and moderate-income homeowners. New pedestrian and bike paths and bridges are needed to link neighborhoods and provide safe passage. Safe streets, with improved signalization/traffic lights and streetlights are needed to protect pedestrians and bicyclists. The City's transportation priorities include designing transportation systems that protect and serve pedestrian first. Needed bus shelters would give cover to transit users.

The City's CIP identifies extensive needs for improving or replacing irrigation systems in parks among other improvements, including recreational equipment and play areas. Tree plantings throughout the City would beautify downtown, as well as neighborhoods streets and parks.

Water improvements such as increasing water storage capacity, source well and booster pump station improvements, and installation/replacement of water transmission lines are also significant needs. There is a need to develop infrastructure to support assisted affordable housing and commercial/business/industrial investments

in low and moderate neighborhoods, as well as other private/public partnerships generating/retaining jobs for low and moderate-income wage earners.

Finally, one of the barriers to accomplishing neighborhood improvements and revitalization is the presence of blighted or deteriorated structures, which may be infeasible for reconstruction or use and/or may present safety hazards. In some instances, it may be appropriate to remove these "spot blight" structures.

Determination of Need **(NA50)** [pg. 62]
Spokane's 2014-2019 Citywide Capital Improvements Plan (CIP) describes priority projects of the City in detail and expresses a budget of over $700 million to meet priority needs. Also consulted were other project reports and needs assessments, which provided additional detail in establishing needs, including the City's Comprehensive Plan. Finally, focus groups were convened to assess needs and key City staff were interviewed and consulted during the planning process.

Public Service Needs **(NA50)**
City of Spokane participates and supports a number of plans that provide and advocate for services to support persons with special needs, people who are homeless or at-risk of homelessness and residents who need ongoing support to live. As described in previous sections, there is a need for supportive services for vulnerable populations, including lower income households and individuals. The 2012-2015 Area Plan on Aging, for example, points to the need for support for seniors and people with disabilities to live safely in the community. Victims of domestic violence need more than temporary shelter to make a successful transition from abuse and this requires longer-term public support than is currently available in sufficient quantity to meet needs.

Public services needs include training programs for youth and adults to find employment that will lead to stable careers with living wages. Service needs extend to people who are already homeless and those at risk of homelessness. In meeting the myriad needs, the City coordinates plans and funding sources to meet needs in critical areas, although needs far exceed resources available.

Community Economic Development Needs

Like most metropolitan areas, Spokane's economic development needs are similar to all cities regarding, living wage job growth, housing availability, vibrant community, proper zoning for development needs, a ready and skillful labor force, better than adequate infrastructure for commerce.

Current economic outlooks show us that our deficiencies and needs lie in housing, available workforce, and adequate infrastructure. Building development codes for water, fire, and sewer requirements have surpassed the built infrastructure's capacity in the public right-of-way within the core of our city and the CEZ. Therefore, making infill development and redevelopment in the core and CEZ far more costly than outside the CEZ or often even the city.

Labor shortages exist across the county especial in the construction trades. This drives up construction costs and housing cost. Over the years, Spokane has moved away from a resource based economy to more of a knowledge based economy, which as significantly diversified our employment sectors and economy. Continuing to focus on this diversification through targeted strategies is seen as a must.

The City of Spokane's Economic Development Program Strategy

Vision: The City of Spokane is an innovative leader in cost effective service delivery, is unequalled in living, learning and leisure; it is the safest city of its size with the fastest growing job market in the Inland Northwest.

Mission: The Planning Economic Development team is to

- align public investments in neighborhood planning, community development and infrastructure development with private sector investments;
- grow new and expanded business activity within the City spurring additional economic growth, providing living wage jobs, improving neighborhoods, enhancing the standard of living of all citizens; and,
- conduct in a predictable, transparent and accountable manner the dedication of public resources to help achieve the outcomes within the public interest as a legitimate function of City government

Success Criteria: Economic Development programmatic success within targeted areas will

- facilitate business activity,
- revitalize neighborhoods, and
- provide a higher standard of living for area stakeholders

In the funding section of the CEZ plan you will find details on the development incentives, targeted investment and effort that all align within the CEZ and the new Opportunity Zones.

Social Service Needs

Community, Housing and Human Services Annual Action Plan 2017 [excerpts]
[pg. 7] The Continuum of Care and CHHS Boards and their committees review the needs and priorities in consultation with community organizations through a series of meetings, hearings, workshops, focus groups and interviews of key leaders and representatives of organizations conducting planning, operating programs, providing services or advocating for the interests of specific groups or populations in the City. Meetings take place at both the neighborhood level and citywide. Key to the success of this process has been the continued strong relationship the City has maintained with local agencies, nonprofit organizations, developers, and other entities providing human services, community development, economic development, affordable housing and homeless housing and services.

The Community, Housing and Human Services (CHHS) department of the City of Spokane plays a critical role in the Spokane Continuum of Care by providing staff support to the CoC board and its committees. In monthly meetings of the Continuum, CHHS staff provide assistance in agenda-setting, planning activities, developing funding criteria and decisions, and providing performance and evaluation reports on CoC and ESG project performance, as well as progress in meeting Continuum goals. In addition, CHHS staff provide continuity between meetings and coordinates activities with members working on specific action steps of the Homeless Plan. Together, CHHS and the CoC have worked to develop the 2015-2020 Spokane Strategic Plan to End Homelessness; a Plan which is fully coordinated with the goals of the City of Spokane 2015-2020 Consolidated Plan. The Homeless Plan encompasses an aggressive approach to retool the housing and services delivery system toward the ultimate goal of ending veteran homelessness, chronic homelessness and family homeless all within the next four years. The CoC is currently working to strategically utilize all homeless funding resources to increase the community's inventory of PSH and RRH units. We are continuously working to maintain a housing first philosophy within our programs as well as consistently reevaluate low barrier shelters and housing. In order to ensure every homeless individual has a place to go, we are retooling our shelter system to effectively implement a 24/7 shelter for singles and families

respectively. In coordination with our continuum's goals, collaboration is occurring between the CoC, CoC Homeless Youth Committee, and our Youth Advisory Board, which is comprised of youth with lived homeless experience. We are coordinating with [pg.8] the Office of Homeless Youth to expand RRH for youth and are collaborating with Invest Health to effectively serve youth exiting institutions.

[pg. 8] The CHHS staff responsible for providing staff assistance to the Continuum of Care is also responsible for management of the ESG Program. City staff has drafted policies and procedures for annual allocations of ESG funds. The Continuum of Care adopted these.

CHHS staff also prepared proposed performance standards for evaluating ESG project outcomes for Continuum review and adoption. Coordinating with the Washington State Department of Commerce in utilizing statewide evaluation standards, the Continuum adopted a Dashboard database and reporting process for use in the Spokane CoC for review of performance outcomes. City staff at the system-level quarterly and on a project-level prepare reports on outcomes annually. These reports are used by the Continuum to evaluate performance and identify issues with specific projects and program areas. Procedures for use of HMIS data have also been adopted in the policies and procedures of the Continuum.

[Partner Agencies: Goals and Plan Connections Table pg. 9]

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SPOKANE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services staff has coordinated with staff from the Spokane Housing Authority to discuss and plan for solutions to affordable housing for low income, at risk and homeless households.
2	**Agency/Group/Organization**	CATHOLIC CHARITIES SPOKANE
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Catholic Charities provides services to homeless individuals throughout Spokane. In 2016/2017, Catholic Charities partnered with the City of Spokane to pilot a new 24/7 emergency shelter program. Representatives from Catholic Charities assist with planning efforts to support the regional Continuum of Care and other support services for low and moderate income individuals.
3	**Agency/Group/Organization**	SPOKANE COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The director of Spokane County's Housing and Community Development Division participates as a member of the Community, Housing and HumanServices Board. Additionally, Spokane County staff participate in the CoC and Fair Housing Committee planning processes.
4	**Agency/Group/Organization**	SNAP
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City partners/funds several SNAP programs that provide housing, homeless, medical response, coordinated assessment and other public services to the residents of the City of Spokane.
5	**Agency/Group/Organization**	Spokane Low Income Housing Consortium
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Spokane Low-Income Housing Consortium (SLIHC) provides assistance on low-income housing, homeless programs/CoC and the Inland Northwest Fair Housing Conference.

6	**Agency/Group/Organization**	TRANSITIONS
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Transitional Programs for Women (Transitions) partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
7	**Agency/Group/Organization**	The Salvation Army
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
8	**Agency/Group/Organization**	VOLUNTEERS OF AMERICA OF SPOKANE
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Volunteers of America partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.

9	**Agency/Group/Organization**	Goodwill Industries
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Goodwill Industries partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
10	**Agency/Group/Organization**	YWCA OF SPOKANE
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The YWCA partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
11	**Agency/Group/Organization**	Greater Spokane Incoporated
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Greater Spokane Incorporated (GSI) participates in the City of Spokane Economic Development Committee.
12	**Agency/Group/Organization**	SPOKANE REGIONAL HEALTH DISTRICT
	Agency/Group/Organization Type	Health Agency Regional organization
	What section of the Plan was addressed by Consultation?	Public Health
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Spokane Regional Health District helps neighborhood councils coordinate capital improvement projects through their Neighborhoods Matter program.
13	**Agency/Group/Organization**	Northwest Fair Housing Alliance
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing Planning/Conference

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Spokane partners with the Northwest Fair Housing Alliance to assist with the coordination of the Inland Northwest Fair Housing Conference. Additionally, the Northwest Fair Housing Alliance is helping coordinate a regional planning effort to Affirmatively Further Fair Housing practices, included the Assessment of Fair Housing (AFH).
14	**Agency/Group/Organization**	SINTO SENIOR ACTIVITY CENTER
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Services for seniors
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Sinto Senior Activity Center provides services to elderly individuals in West Central and Northwest Spokane.
15	**Agency/Group/Organization**	Northeast Community Center Association
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Health
	What section of the Plan was addressed by Consultation?	Community/neighborhood based social and healthcare service programs in northeast Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northeast Community Center is a primary healthcare, childcare and social service provider to the northeast Spokane community.

16	**Agency/Group/Organization**	EAST CENTRAL COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Community programs for east central Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	East Central Community Center provides services to individuals in the east central portion of the City.
17	**Agency/Group/Organization**	WEST CENTRAL COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education
	What section of the Plan was addressed by Consultation?	Community programs for west central and northwest Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The West Central Community Center provides services to the west central and northwest portions of the City of Spokane.
18	**Agency/Group/Organization**	PEACEFUL VALLEY COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Children

	What section of the Plan was addressed by Consultation?	Childcare services in southwest Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Peaceful Valley Community Center provides services to families with childcare needs in southwest Spokane.
19	**Agency/Group/Organization**	City of Spokane Parks & Recreation
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Neighborhood planning and implementation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community, Housing and Human Services Department partners with the Spokane Parks and Recreation Department to implement park improvements in primarily low and moderate income areas.
20	**Agency/Group/Organization**	Spokane Public Library
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Neighborhood planning and implementation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community, Housing and Human Services Department partners with the Spokane Public Library to implement literacy programs in primarily low and moderate income areas.
21	**Agency/Group/Organization**	City of Spokane Office of Neighborhood Services
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Neighborhood program planning and training
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community, Housing and Human Services Department works in coordination with the Office of Neighborhood Services to implement the CDBG Neighborhood Program.
22	**Agency/Group/Organization**	Northeast Youth Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Youth needs and opportunities in northeast Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Spokane partners with the Northeast Youth Center (NEYC) to provide quality, safe and affordable child care programming for youth in northeast Spokane.
23	**Agency/Group/Organization**	SPOKANE VALLEY MEALS ON WHEELS
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Food services for elderly individuals in Spokane

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services partners with Spokane Valley Meals on Wheels to provide meals to homebound seniors in Spokane.
24	**Agency/Group/Organization**	Martin Luther King Family Outreach Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Childcare/family outreach services on SpokaneÃ¿Â¿Ã¿Â¢Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿s lower south hill
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services partners with the Martin Luther King Family Outreach Center to provide diverse family and youth services on SpokaneÃ¿Â¿Ã¿Â¢Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿s lower south hill.
25	**Agency/Group/Organization**	Women and Children Free Restaurant
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Healthy meal options throughout Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services Department partners with Women and Children Free Restaurant to provide healthy meal options for Spokaneâ¿¿s low-income, at-risk and homeless populations.

Existing and new plans to specifically address the identified needs

STRATEGIC PLAN TO END HOMELESSNESS Spokane, Washington 2015-2020

Purpose [pg. 1]

In urbanized areas across the country, too many people spend the night without housing, camping in parks, living in garages, staying in cars or living under bridges. Many more are doubled up with relatives or friends temporarily, often further burdening a household that is struggling in poverty. Homelessness is not a new phenomenon. Nationally, a clearly understated estimate (because of the difficulty of coverage in one night homeless counts in all areas of the nation) of the number of homeless persons nationally on a given night at the end of January 2014 was 578,000 persons, a reduction of only 11% from 651,000 in 2007, showing the difficulty of the task.

This strategic plan for the countywide area of Spokane County has been developed to respond to the need to solve the issue of homelessness. The Plan is intended to guide non-profit agencies, local government and other interested parties in taking concerted action to work toward ending homelessness, as we know it today. The Plan lays out a series of strategies that will guide annual steps to accomplish that goal. The process will involve community will, the allocation of significant resources, and the implementation of national best practices in the Spokane area. The guiding community principle is that no person should experience homelessness, but if a person does become homeless it will be rare, brief and one time.

[pg. 4] The Spokane Continuum of Care has created this ***2015-20 Spokane Strategic Plan to prevent and End Homelessness*** to provide a road map for local government, non-profit housing and services providers and other entities for use in working toward ending homelessness. The Plan is consciously linked to the goals and

objectives of the ***Opening Doors*** Federal Plan to take advantage of the potential for increasing a coordinated approach.

Integrated into the Plan is the City of Spokane's commitment to end homelessness of Veterans. To emphasize the need to push forward with the solving homelessness, the Mayor of Spokane has signed on to the national Mayor's Challenge to End Veterans Homelessness by 2015. Also included in the Plan are goals to work forward ending chronic homelessness by 2017 and ending family homelessness by 2018. These are purposely aggressive goals in order to focus on their importance.

The Spokane Plan envisions that no one should experience homelessness. Three Primary Goals of ending homelessness for three targeted homeless subpopulations (Chronically Homeless Persons, Homeless Veterans and Homeless Families) are established while the community works toward ending homelessness for all populations. The Plan contains 5 Primary Objectives and 31 specific implementing Strategies. The Objectives are broadly stated. They are targeted toward the ultimate goal of ending homelessness by strengthening our local systems and aligning our objectives with national strategies, both Federal and State.

Following the Plan Summary immediately below, the Strategic Plan is organized into three sections. The first section provides background information on trends in homelessness both nationally and locally and efforts toward ending homelessness. The second section describes the specifics of the Spokane Strategic Plan, with detailed strategies implementing the objectives of the plan. The third section describes the Continuum's 2015 Annual Action Plan, which will be updated annually.

[Continuums Current Subcommittees' Scope of Work]

Spokane City / County Continuum of Care (CoC)

HMIS Subcommittee

Scope of Work

The CoC's, federal, state, and locally mandated, HMIS database serves as the single repository of homelessness data for the Spokane County and City CoC. Data from the HMIS is used for strategic planning decisions, reporting to funders, project ranking and funding recommendations, and determining case management plans for clients. The HMIS has transcended its original purpose as a simple database to become the main tool used by dozens of agencies and hundreds of case workers for the tracking and sharing of data on the homeless clients that are served throughout the region. It facilitates cross-agency collaboration on client care and coordination of services and benefits. The interconnectedness that is made possible through participation in the HMIS has led to the successful implementation of the CoC's Coordinated Assessment program and a real time housing inventory tracking system. The rapidly expanding responsibilities and capabilities of the HMIS will bring about even more benefits to the CoC and further improve the efficiency and efficacy of the programs that rely on it; it will continue to act as the foundation upon which efforts to end and reduce homelessness are based.

The complexity and importance of the CoC's HMIS is such that the formation of a guiding subcommittee--comprised of a cross-section of CoC stakeholders--is critically important to the continued success of the CoC. This sub-committee will ensure that policies and procedures are fair and comprehensive; that training and technical support provided by the HMIS Team meets the needs of the CoC; and that the data collected by the HMIS meets the needs of the CoC.

The Scope of Work for the CoC's HMIS Subcommittee includes:

1. **Review, revise, and approve all policies**: policies need to be fair, clear, and provide direction that is aligned with CoC priorities. By defining roles and responsibilities for the CoC's HMIS, and the multitude of agencies and case workers that rely on it, the HMIS Sub-Committee will ensure that roles and responsibilities are clear and that the CoC's HMIS is aligned with CoC priorities and strategies. This will reduce confusion and frustration and ultimately provides for better services to the clients served by the various projects, through ensuring that clients and staff aren't overly burdened with unnecessary administrative tasks.

2. **Assist with CoC-wide, funder required, reporting:** the AHAR (Annual Homelessness Assessment Report) and the ODC (One Day Count) are both system-wide, funder required, reports. The key to successful execution of both is clear communication between the HMIS Lead and CoC partner agencies and a careful review of the data collected. The HMIS Sub-Committee will assist with communication, planning, and execution of both reports. The HMIS Program Manager will coordinate efforts between the HMIS Sub-Committee, the CoC, and the HMIS Lead Agency.

3. **Evaluate, propose, and approve modifications to project priorities:** in an advisory capacity, the HMIS Sub-Committee will propose data collection priorities for current, and future, projects. Inputs and outputs for individual, or entire project categories (e.g. ES, TH, etc.), will be evaluated to ensure that they align with the CoC's goal of ending homelessness.

4. **Select minimum data requirements; define criteria, standards, and parameters for the release of aggregate data:** the data standards set forth by the multitude of funders that rely on the HMIS for performance and project data are frequently misunderstood and misapplied. The HMIS Sub-Committee will serve in an advisory role to help ensure that communications related to data collection methodologies and standards to the HMIS user base is clear. Since the minimum data requirements aren't always suited to local strategies and priorities, the HMIS Sub-Committee will work with the HMIS Program Manager to determine, if necessary, additional data collection requirements for dissemination to HMIS participating users and agencies.

5. **Ensure adequate privacy protection provisions in project implementation and administration:** the privacy and confidentiality laws governing the HMIS are complex and ever changing. However, there is no matter more important to the continued success of the HMIS than ensuring that the CoC is adhering to all relevant laws and regulations. Client confidentiality must be considered before a new project is implemented, data is entered or shared, or when determining new data elements for collection. The HMIS Sub-Committee will assist with the research into issues surrounding HMIS security and confidentiality. Selection criteria for appointment to the HMIS Sub-Committee will be based, in part, on the prospective member's background in information security and/or privacy laws.

Spokane City / County Continuum of Care (CoC)

Chronically Homeless Families Subcommittee

Scope of Work

Ending homelessness for families and children is a priority for the CoC. By providing the right amount of assistance to help families obtain or regain permanent housing as quickly as possible and ensuring access to services to remain stably housed, achieving an end to family homelessness is possible. Given the current economic realities in our community, situations in which families experience a crisis and lose their home will likely occur. Recognizing this reality, the CoC works to ensure that no family will be without shelter and homelessness will be a rare and brief occurrence.

Working together with our partners at the state, local, and federal level to strengthen the local crisis response systems, we will:

1. Ensure that no family is living unsheltered
2. Shorten episodes of family homelessness by providing resources that enable families to safely reenter permanent housing as quickly as possible
3. Link families to the benefits, supports, and community-based services they need to achieve and maintain housing stability, and
4. Identify and implement effective prevention methods to help families avoid homelessness.

Key strategy areas to address chronically homeless families include:

1. Coordinated Assessment

Families experiencing homelessness have varying levels of strengths and service needs. An effective response prevents homelessness or addresses the immediate crisis of homelessness, then connects families to the most appropriate level and type of assistance based on their strengths and needs. Effective crisis response systems have coordinated access or entry points through which families can seek help, have their strengths and needs assessed, and be connected to appropriate housing and support services. The assessment provides the ability for families to be given access to the best options to address their needs, rather than being evaluated for single programs.

In order for coordinated entry systems to function, providers may need to change their admissions policies by removing barriers to entry that may be embedded in eligibility criteria, as well as accept referrals from the coordinated access point(s). As many families experiencing homelessness are significantly impacted by domestic violence and other trauma, effective entry systems have the training and capacity to engage in a trauma-informed way and identify survivors of domestic violence. Successful systems also offer safety planning, advocacy, and access to specialized services that address the safety concerns of individuals, and their children, fleeing domestic violence. Effective systems are able to assess the needs of children and youth and make effective linkages for appropriate services.

Coordinated assessment insures that more service-intensive housing interventions are targeted at the highest need households and helps families connect to the mainstream resources (benefits, employment, and community-based services) needed to sustain housing and achieve stability. Improve linkages to local mainstream systems to help families gain access to these resources more quickly.

2. Rapid Rehousing

Rapid re-housing helps individuals and families quickly exit homelessness to permanent housing. Rapid re-housing assistance is offered without preconditions (such as employment, income, absence of criminal record, or sobriety), and the resources and services provided are typically tailored to the unique needs of the household. The core components of a rapid re-housing program include housing

Spokane City / County Continuum of Care (CoC)

Chronically Homeless Individuals Subcommittee

Scope of Work

The CoC is striving to end chronic homelessness and continues to emphasize the importance of implementing strategies that will help meet this goal. HUD and the United States Interagency Council on Homelessness (USICH) released the criteria and benchmark for what it means to end chronic homelessness:

1. **The community has identified and provided outreach to all individuals experiencing or at risk for chronic homelessness, and prevents chronic homelessness whenever possible.** The community coordinates persistent and creative outreach, in-reach, and engagement efforts throughout the geographic area, in conjunction with coordinated entry and other mainstream systems. The community cross-references multiple data sources and uses other methods to identify, enumerate, and assertively engage individuals experiencing chronic homelessness (as defined by HUD), and individuals most at risk of becoming chronically homeless, including people cycling through institutional settings. The community uses HMIS and other data sources to build and maintain an active list of people and to track the homelessness status, engagement attempts, and permanent housing placement for each individual. The community's outreach strategy allows for quick identification and engagement of individuals who may become chronically homeless in the future and individuals experiencing chronic homelessness who newly arrive to the community, and also prevents people from aging into chronic homelessness.

2. **The community provides access to shelter or other temporary accommodations immediately to any person experiencing unsheltered chronic homelessness who wants it.** The community has the capacity to immediately offer some form of low-barrier shelter (i.e., emergency shelter, hotel/motel, bridge housing, or other temporary accommodations) to people experiencing chronic homelessness who are sleeping in unsheltered locations, while assisting them to swiftly access permanent housing. Rapid re-housing and transitional housing may be being used as bridge housing for individuals experiencing chronic homelessness. However, because a stay in transitional housing could affect a person's ability to access dedicated permanent supportive housing, such stays are only used in situations where the household has already been enrolled in permanent supportive housing and is actively seeking a unit (see HUD FAQ). Access to shelter and other temporary settings is not contingent on sobriety, minimum income requirements, lack of criminal justice system involvement, or other unnecessary conditions, such as participation in certain activities.

3. **The community has implemented a community-wide Housing First orientation and response that also considers the preferences of the individuals being served.** The community has fully embraced a Housing First and low-barrier response across its system and all program types. The community assists individuals experiencing chronic homelessness to move into permanent housing without barriers to entry, using a Housing First response, and is actively implementing alternatives to the criminalization of homelessness. Individuals experiencing chronic homelessness do not decline assistance due to requirements such as sobriety or unnecessary program rules, and programs do not deny assistance based on minimum income requirements, lack of criminal justice system involvement, or other unnecessary conditions.

   In order to provide choice to all people experiencing chronic homelessness, there may be a limited number of programs, such as abstinence-focused programs, that may not be implementing all of the principles of a Housing First approach. However, such programs should embrace as many Housing First principles as possible and should be working in partnership with other programs within the larger community's Housing First response.

Spokane City / County Continuum of Care (CoC)

Homeless Youth Subcommittee

Scope of Work

Unlike other systems youth interact with, such as, child welfare or juvenile justice, efforts to serve youth experiencing homelessness are not yet provided through a single, coordinated system of supports funded by a state or federal agency. Moreover, the varied and unique needs of youth experiencing homelessness require a range of interventions and solutions that no single funding stream can provide. Collaboration across federal, state, and local partners is needed to provide this full range of solutions. To meet all the physical, developmental, and social needs of youth experiencing homelessness, we must design and implement a unified, collaborative response in every community.

Building on local, state, and federal efforts to support healthy families, this response must:

1. Prevent youth from becoming homeless by identifying and providing support services for families who are at risk of fracturing.
2. Effectively identify and engage youth at risk for, or actually experiencing, homelessness and connect them with trauma-informed, culturally appropriate, and developmentally and age-appropriate interventions.
3. Intervene early when youth do become homeless and work toward family reunification and/or reconnection, when safe and appropriate.
4. Develop a coordinated entry system to identify youth for appropriate types of assistance and to prioritize resources for the most vulnerable youth.
5. Ensure access to safe shelter and emergency services when needed.
6. Ensure that assessments respond to the unique needs and circumstances of youth and emphasize strong connections to and supported exits from mainstream systems, when needed.
7. Create individualized services and housing options tailored to the needs of each youth, and include measurable outcomes across key indicators of performance, including education and employment.

Reporting

Subcommittees will provide bi-monthly reports (every other month) to the CoC Board Secretary for review by the Board and Executive Committee. These reports should reflect progress toward achieving subcommittee goals, challenges to achieving goals, and relevant information pertaining to the ongoing work toward goal obtainment.

Spokane City / County Continuum of Care (CoC)

Veteran's Subcommittee

Scope of Work

Ending veteran homelessness continues to be a high priority of our CoC. While the timeframe established in *Opening Doors* to end veteran homelessness was December 2015, there is still a lot of work to do to meet this goal locally. Therefore, we must continue efforts to meet this ambitious goal, ensuring that homelessness amongst veterans is rare, brief, and non-recurring.

We must keep measuring progress towards reaching the goal by using the criteria and benchmarks established by HUD, the U.S. Department of Veterans Affairs (VA), and the U.S. Interagency Council on Homelessness (USICH).

The Scope of Work for the CoC Veterans Subcommittee includes:

1. **Identification of all veterans experiencing homelessness**. The CoC maintains a comprehensive outreach strategy covering the geographic area and the multiple settings within it and this strategy is coordinated across all sectors and providers. Additionally, the CoC will use an active list (commonly referred to as a by-name-list) that is regularly updated with data from all community partners including the VA, allowing the CoC to track progress from the point of initial engagement to housing placement in real time.

2. **Resources, plans, and system capacity are in place should any veteran become homeless or be at risk of homelessness in the future**. The CoC maintains resources are available to prevent homelessness for veterans at risk of homelessness and to promote long-term housing stability of formerly homeless veterans that have entered permanent housing (e.g., on-going case management, connections to employment, peer support programs). Additionally, the CoC has uses a coordinated entry process to identify veterans who might become homeless or return to homelessness in the future.

3. **Move Veterans quickly into permanent housing**. The CoC utilizes a system-wide Housing First orientation that allows veterans to access housing quickly with few barriers to entry. The CoC also maintains robust permanent housing options (e.g., HUD-VASH, SSVF, Housing Choice Vouchers) that allow for veteran choice.

4. **Service-intensive transitional housing is provided in limited circumstances only**. The CoC can demonstrate that when service-intensive transitional housing is provided that it has been chosen by the veteran, who was also offered a choice of permanent housing, and that the transitional housing has a purposeful focus on minimizing lengths of stay and a strong emphasis on Housing First principles and practices.

5. **Ability to shelter immediately any veteran experiencing unsheltered homelessness**. The shelter made available by the CoC is low-barrier and when a shelter bed is not available the CoC has a pre-existing plan in place to shelter unsheltered veterans.

6. **Deploy all resources effectively**. The CoC efficiently deploys and fully utilizes all available resources to meet the needs of veterans experiencing homelessness. While the VA has a vast array of resources available to house veterans experiencing homelessness such as HUD-VA Supportive Housing (HUD-VASH) and Supportive Services for Veteran Families (SSVF), not all veterans experiencing homelessness will be eligible to receive assistance through the VA. In those cases, CoC and Emergency Solutions Grants (ESG) program resources should be used.

7. **Actively recruit landlords**. The CoC has created partnerships with private market landlords, ensuring that units are available for veterans experiencing homelessness to choose from when looking for permanent housing.

8. **Reporting.** Subcommittees will provide bi-monthly reports (every other month) to the CoC Board Secretary for review by the Board and Executive Committee. These reports should reflect progress toward achieving subcommittee goals, challenges to achieving goals, and relevant information pertaining to the ongoing work toward goal obtainment.

Spokane City / County Continuum of Care (CoC)

RFP and Evaluations Subcommittee

Scope of Work

Community review of proposals and applications is essential to the process of awarding public funds. When conducted in coordination with technical staff, this review ensures that funding decisions are made in the context of community knowledge and experience as well as technical/regulatory expertise. The RFP and Evaluations Subcommittee provides this community review through the following scope of work:

1. **Assisting in the development of competitive application processes.**

   The subcommittee will assist CHHS staff in the development of competitive funding processes through feedback on NOFA or RFP documents, applications, evaluation criteria and timelines.

2. **Evaluating proposals and other applications for funding.**

   The subcommittee will review and/or score proposals and other applications from organizations seeking funding through CHHS. In coordination with CHHS staff, subcommittee members will review/score proposals based on:

   - Alignment with goals and objectives, including those established by state and federal funders and those established locally.
   - Consistency with local plans.
   - Past performance and capacity to manage public funds.
   - Other evaluation criteria as established.

3. **Making funding recommendations.**

   Based on review of proposals or applications, the subcommittee will make funding recommendations to the CoC Board.

4. **Providing applicant education.**

   The subcommittee will provide feedback to applicant organizations, or prospective applicant organizations, regarding successful and unsuccessful proposals/applications.

5. **Reporting.**

   Subcommittees will provide bi-monthly reports (every other month) to the CoC Board Secretary for review by the Board and Executive Committee. These reports should reflect progress toward achieving subcommittee goals, challenges to achieving goals, and relevant information pertaining to the ongoing work toward goal obtainment.

Funding sources

Community Economic Development

City of Spokane development investment incentives related to rehabilitating and constructing new housing within the Community Empowerment Zone (CEZ) include:

- Multi-Family Tax Exemption (state enabled) offers an eight or twelve year property tax exemption to property owners of affordable (twelve year) and market (eight year) housing properties consisting of 4 units or more. This incentive is only offered to the creation of new housing. The City has established a Multi-Family Tax Exemption (MFTE) boundary wholly within the CEZ.
- Financial assistance is offered to those looking to renovate and construct new commercial and housing properties within areas within the CEZ in the form of the Urban Utility Installation assistance. For infill, it is often very costly to redevelopment/develop. Connecting to existing infrastructure under established roadways is often a significant cost. Therefore, the City offers a partial reimbursement of water, sewer, fire line, and or hydrant taps to assist a developer in meeting current building and fire codes.
- To incentivize the conversion of commercial structures to multi-family housing the City of Spokane offers a Commercial Rate Clarification utility billing structure. This means that rather than the property switching to a residential utility billing the structure will continue to be billed at the commercial rate. This saves the property owner approximately $54/per unit monthly.
- Spokane listed Historic Properties commercial or residential can qualify for a tax abatement equal to the rehabilitation investment for ten years. A preponderance of Historic properties are located close to the city center, which is within the CEZ.

Funding Programed for Reimbursed Incentives:

- Projects of Citywide Significance $2.9MM
- Urban Utility Installation Assistance $500k
- Impact Fee Reimbursement in Public Development Authority target areas $1MM

Other incentives are short-term foregone taxes, due to property tax exemption for new multi-family housing or rehabilitated single-family housing or historic structure.

The City of Spokane is currently in the process to develop and adopt an Infill Housing Ordinance that will allow for more housing choices in Spokane neighborhoods. The infill choices include Accessory Dwelling units, Cottage housing, permanent Tiny Homes, and Pocket Residential units. This will allow residents to better utilize their property for extended family living or by adding income generating rental housing to their property.

2015-2020 CITY OF SPOKANE CONSOLIDATED PLAN

Each year we complete the Annual Action Plan, which is a listing of projects that will be funded to support the needs and goals outlined in the Consolidated Plan. We also submit an annual evaluation (Consolidated Annual Performance and Evaluation Report (CAPER)) [2015 CAPER – Final] *of work performed during the prior program year (7/1 – 6/30). This report is designed to report on progress toward meeting the needs and goals of the Consolidated Plan.*

Difficult to say what our funding structure to achieve the needs and goals of the Consolidated Plan will be in the future. Our funding comes from the federal government and is subject to funding or complete program cuts. Generally speaking, the CHHS department receives approximately three million dollars each year to carry out activities related to the needs and goals of the Consolidated Plan.

Final Program Year 2017 Annual Action Plan

Expected Resources [pg. 28]

AP-15 Expected Resources – 91.220(c)(1, 2)

Introduction

CHHS will allocate funding from the CDBG, HOME and ESG programs to support goals and need identified in the 2015-2020 Consolidated Plan. For more information related to activities funded through this Action Plan, see section AP-35: Projects.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	3,014,163	1,200,000	772,105	4,986,268	1,200,000	Program income is generated from the CHHS Single Family Rehab Program. Prior year resources include unencumbered entitlement funds from PY 2015 and 2016.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	891,721	150,000	0	1,041,721	3,000,000	Program income is generated from loans made through the HOME Multi-Family Program.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	268,989	0	0	268,989	500,000	The ESG Program does not generate any program income from grants made to homeless service providers.

[pg. 30] The City will use Consolidated Homeless Grant Funds obtained through the Washington State Department of Commerce and City of Spokane Homeless Housing Assistance Act grant funds to match the ESG allocation. HOME leverage is created when funds are allocated to affordable housing projects that also apply for Washington

State Housing Trust Funds, bonds, and Low-Income Housing Tax Credits. HOME match is required at a program level for tenant-based rental assistance, single-family rehabilitation and down payment assistance, and development of affordable rental units. Match is generated when affordable rental unit development is financed with permanent investments of non-federal, non-owner funds. Some sources of leverage and match have declined recently, such as the value of the interest on below-market-rate bank loans, State Housing Trust Fund allocations, and grants. Local real estate tax reductions are available to affordable housing projects and some fee waivers are available in targeted areas, adding to match amounts.

The City is analyzing the potential for use of the Section 108 Loan Program to stimulate economic development and/or assisted affordable housing for low and moderate-income households. If the analysis determines the need, the City will use the 108 loan proceeds for specific activities to be identified in the Annual Action Plans. The City is also working with developers to support affordable housing and economic development projects with income from the closed Rental Rehabilitation and Urban Development Action Grant programs.

[pg. 38] The following projects were selected through a competitive application process where each proposal was evaluated for risk, eligibility, past performance and alignment with community needs and goals. Proposals recommended for funding were evaluated by members of the Evaluation and Review Committee, Community, Housing and Human Services Board and approved by the Spokane City Council.

AP-38 Project Summary [pg. 41]
[Funded] Project Summary Information
[Project summary table pgs. 42-67]

1	**Project Name**	2017 Public Service - Senior Meals
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $50,400
	Description	Meal program for home bound seniors: 05A - Senior Services (LMC)
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Applicant proposes to serve 1,200 unduplicated low/mod income individuals throughout the course of this funding award.
	Location Description	Services will be provided throughout the City of Spokane to senior citizens in need of meal assistance.
	Planned Activities	Senior Meals, both home delivered and served at Silver Cafes, improve the quality of life maintaining the social safety net by meeting the most basic essential need of food for our most vulnerable citizens. For our home delivered program, the clients that we serve are essentially homebound.
2	**Project Name**	2017 Public Service - Services to City Outlets and Agencies
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $87,074
	Description	A human services grant will help fund 15 full-time and five part-time staff positions that lead, coordinate and deliver these food assistance and nutrition education services. 05W - Food Banks (LMC)
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Second Harvest will be a significant source of donated food for its city network during the grant year. Second Harvest projects distributing 545,000 pounds of food each month in the city. Close to half of that food will be nutritious fresh produce. At least 62,000 unduplicated clients will be served during the year, receiving food that helps preserve their assets to sustain other basic needs.

	Location Description	Food will be distributed to various food outlets serving low/mod income individuals throughout the City of Spokane
	Planned Activities	Food distribution and cooking classes for low/mod income individuals
3	**Project Name**	2017 Public Service - Homeownership Program
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: $70,000

	Description	1. 10 months a year will will hold two free classes each month which educate and enable new home buyers to make informed choices, assess their readiness to buy, understand the home purchase process and determine which first time home buyer loan program is best for them. Participants receive a certificate from the WA State Housing Finance Commission that meets industry standards for participation in a variety of affordable housing programs. Outcome: We expect that 250 new people will complete the classes during the fiscal year at multiple City wide locations.2. Free pre-purchase individual counseling sessions guide families through the purchase of their first home, including the process of buying a home, confirming financial readiness, how to choose a realtor and mortgage lender and how to select a loan product that is best suited for them. Counselors work with families one-on-one to help them establish goals, assess their readiness to buy, identify and overcome barriers and provide referrals to assist in overcoming housing challenges. Outcome: We anticipate that 60 low to moderate income city clients will also receive pre-purchase counseling and that 15 will purchase homes within the project period.3. Down payment Assistance Program (DAP): DAP provides deferred payment, second mortgages in amounts up to $10,0000 for first time home buyers. Payments are deferred until sale, refinance, or until 30 years to reduce the buyers' monthly payments to an affordable level. City funds would be used to provide education, counseling and loan compliance to applicants at 80% or less AMI for those receiving down payment assistance.Outcome: Creation of responsible homeownership, with this service being offered throughout the project period.4. Foreclosure Prevention Counseling: Our counselors identify the immediate crisis, review mortgage documents, determine degree of default, complete budge/credit analysis and explain options and time frames. They educate the client on the foreclosure process, the bank's perspective and options available for home retention. The client's situation is assessed and together they prepare a joint action plan. Counselors prepare substantial modification application packages and help negotiate agreements with lenders, make referrals to needed resources and conduct follow-up until the case is resolved. Outcome: We anticipate 125 low to moderate income city homeowners in default will save their home from foreclosure during the project period.5. Foreclosure Prevention Loans: default clients who do not qualify for a mortgage modification, or for whom tax or sewer liens are the cause of the default, we can refinance the debt and adjust the interest rate and term. Credit, budget and mortgage counseling are offered with this refinance to ensure continued affordability.Outcome: Preservation of homeownership, this service being offered throughout the project period.05R - Homeownership Assistance (not direct); (LMH)

	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	NEED: Safe Affordable Housing, GOAL: Preserve and expand quality, safe, affordable housing choices STRATEGY: Expand permanent stable housing options and access to opportunities and services Education of first-time home buyers is the best way to increase access to the home buying opportunities and services. Due to our non-profit's mission to create opportunities to those of low-income our program is perfectly aligned. In addition to education (both classes and counseling) we provide mortgage modification and various financing services which make homeownership (both new purchasing and retaining existing homes) affordable. NEED: Safe Affordable Housing, GOAL: Preserve and expand quality, safe, affordable housing choices STRATEGY: Ensure housing stability The foreclosure counseling and foreclosure prevention activities specifically lend themselves to creating housing stability (keeping home owner's in their houses by creating options). While we do not use city dollars to lend we must use the operational funds to support this housing stability activity.
	Location Description	Courses will be taught at 3102 W Ft George Wright Dr., Spokane, WA 99224 and at SNAP East, 500 S Stone, Spokane, WA 99202
	Planned Activities	Public services to assist low/mod income households prepare for homeownership
4	**Project Name**	2017 Public Service - New Leaf
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $50,000
	Description	New Leaf Bakery Cafe' Job Training program provides hands on food service skills training, vocational services, and life skills to women with barriers to employment, including histories of incarceration, past substance abuse, lack of employment histories, lack of education, mental illness, physical disabilities, and learning disabilities. 05H - Employment Training (LMC)

	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Transitions serves very low income homeless women and children, most of which are on TANF assistance. During the program year, New Leaf will provide job skills training to approximatly 80 individuals.
	Location Description	Services will be provided at the New Leaf training kitchen located at 3104 W. Fort George Wright Dr., Spokane, WA, 99224
	Planned Activities	Job skills training for very low income, homeless or formerly homeless individuals.
5	**Project Name**	2017 Public Service - Women's Hearth
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $30,000
	Description	Services provided to homeless women include food bank, hygiene, housing referrals, job search, arts and craft classes, counseling and basic support for clients at the Hearth.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Women's Hearth provides services to primarily single homeless and formerly homeless women experiencing multiple barriers to employment and housing stability. The Hearth serves approximatly unduplicated women annually.
	Location Description	Women's Hearth is located in downtown Spokane near several social service providers and low income housing. 920 W. 2nd Ave., Spokane, WA 99201
	Planned Activities	food bank, hygiene, housing referrals, job search, arts and craft classes, counseling and basic support for clients at the Hearth
6	**Project Name**	2017 Public Service - TLC EduCare
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $68,000

	Description	EduCare is a child care center located in northwest Spokane. EduCare is part of the Transitional Living Center campus that provides housing and social services to homeless women with children. EduCare is sponsored by the Department of Early Learning and serves approximately 45 children each year from ages 1-5.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	EduCare services homeless and formerly homeless women with children by providing safe affordable child care. Annually, EduCare serves approximatly 45 children ranging in age from 1 to 5.
	Location Description	The EduCare facility is located in northwest Spokane as part of the Transitional Living Center campus. 3120 N. Hemlock St., Spokane, WA 99205
	Planned Activities	Child care center activitiies related to education and providing stability in the lives of homeless mothers and children.
7	**Project Name**	2017 Public Service - Miryam's House Alumni Program
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $8,526
	Description	Aftercare services are client-driven and utilize: peer support groups and activities; one-on-one case management; housing mediations; resource referrals; vocational services; scholarship funds; clothing and food.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Miryam's House provides tranistional housing services for single homeless women. Approximatly 30 women transitioning out of Miryam's House will receive services through this aftercare/alumni program.
	Location Description	Miryam's House is located on Spokane's lower south hill. Due to the sensitive nature of clients served at Miryam's House, an exact address will only be provided upon request.
	Planned Activities	Aftercare services are client-driven and utilize: peer support groups and activities; one-on-one case management; housing mediations; resource referrals; vocational services; scholarship funds; clothing and food.

8	**Project Name**	2017 Public Service - ECCC Operations
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $60,000
	Description	Comprehensive community center based activities for residents of the East Central Neighborhood and surrounding areas. Youth and senior services, food bank, adult disability classes, food services, etc.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Each year the East Central Community Center serves approximatly 12,000 individuals through their variety of service based programs. Beneficiaries are primarlity low income based on the location of the center and services offered to residents.
	Location Description	The East Central Community Center is located in the center of the East Central Neighborhood at 500 S. Stone St., Spokane, WA 99202.
	Planned Activities	Comprehensive community center based activities for residents of the East Central Neighborhood and surrounding areas. Youth and senior services, food bank, adult disability classes, food services, etc.
9	**Project Name**	2017 Public Service - NECC Operations
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $80,000
	Description	General operational support for the Northeast Community Center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Northeast Community Center serves approximatly 12,000 unduplicated individuals and fmailiies in Spokane's Northeast quadrant of the City. Services include a medical center (family medicine and dental clinic), pharmacy, Head Start, WIC, Sinor Center and host to multiple community events.
	Location Description	Northeast Spokane: 4001 N. Cook St., Spokane, WA 99207
	Planned Activities	General operational center support for multiple community besed programs.

10	**Project Name**	2017 Public Service - Southwest Community Center Operations
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $20,000
	Description	General operational support for staff and maintenance at the Southwest Community Center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Southwest Community Center primarily serves youth and their families through their preshool, before school, after school, day program for special needs adults and community food bank. Approximatly 850 low and moderate income households benefit from services offered at the Southwest Community Center annually.
	Location Description	Services provided in Spokane's Browne's Addition neighborhood: 314 S. Spruce St., Spokane, WA 99201
	Planned Activities	General operational support for the Southwest Community Center programs offered to the public.
11	**Project Name**	2017 Public Service - West Central Operations
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $90,000
	Description	Operational support for the West Central Community Center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The West Central Community Center provides services to individuals and families including services through their WIC, Head Start, Community Health, Community Meetings and Youth Development programs. Approximatly 4,200 unduplicated individuals receive services from the Community Center each year.
	Location Description	The West Central Community Center is located in Spokane's West Central Neighborhood at 1603 N. Belt St., Spokane, WA 00205
	Planned Activities	General operational support for staffing and maintanence of the West Central Community Center.

12	**Project Name**	2017 Capital Improvement - Corbin Senior Center Safety Improvements
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $55,000
	Description	Public safety improvements to the Corbin Senior Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Corbin Senior Center serves low income senior residing in the Emerson Garfield and surrounding neighborhoods. The center anticipates serving approximatly 200 unduplicated seniors during the program year.
	Location Description	827 W. Cleveland Ave., Spokane, WA 99205
	Planned Activities	• Removal and installation of new entry door on the building's west side. • Remove and replace damaged carpet throughout the center • Install closed captioned television monitors • Installation of after hours keypad for renters of building space (south entry)
13	**Project Name**	2017 Capital Improvement - MLK Center Demolition and Rebuild
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $107,300
	Description	Demolition of existing facility and reconstruction of new family outreach center with increased capacity and program delivery.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The MLK Family Outreach Center provides services to families throughout Spokane. Due to current facility limitations, the center is not able to meet the current demand for child care and family services. Each year the center serves approximatly ??? unduplicated individuals.
	Location Description	845 S. Sherman St., Spokane, WA 99202

	Planned Activities	Demolishion of existing facility
14	**Project Name**	2017 Capital Improvement - Sinto Senior Activity Center Rennovation
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $104,600
	Description	Capital improvements at the Sinto Senior Activity Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Corbin Senior Activity Center serves low income seniors located in the west central portion of Spokane. Activities provided by the center allow seniors to remain engaged in the community through healthy mental, physical and social engagment. The Center serves approximatly 900 unduplicated seniors each year.
	Location Description	1124 W. Sinto Ave., Spokane, WA 99201
	Planned Activities	• Completion of garage to prevent vandalisim and theft of passanger van • Lighting and survellience system • ADA accessibility improvements to the buildings exterior • Rennovation of existing auditorium
15	**Project Name**	2017 Capital Improvement - Collins Apartments
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: $56,850
	Description	Capital improvements to common areas, apartments, office space and exterior.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Collins Apartment building servies homeless individuals experiencing significant barriers to stable housing. The Collins was one of Spokane's first, housing first program for chronic homeless individuals. There are 38 total units in the complex and one office space for case management.

	Location Description	The Collins Apartment complex is located in Spokane's downtown: 214 S Wall St., Spokane, WA 99201
	Planned Activities	• Replacement of common area flooring • Replacement of common area windows • Electrical improvements for increased capacity • Purchase and installation of automated bathroom faucets • Purchase and installation of exterior awning
16	**Project Name**	2017 Capital Improvement - Hemlock Street
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: $205,350
	Description	Engineer and pave N. Hemlock street between W. Fairview Ave and W. Dalton Ave
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Hemlock street improvmeent project is part of a larger permanent housing project that Transitions is working on with additional funding sources. The permanent housing will benefit homeless individuals and families by providing additonal affordable housing capacity in the City of Spokane. The street improvement is a requirement as part of the overall site improvements. The cottage housing will add an additional 24 units of affordable housing.
	Location Description	N. Hemlock street between W. Fairview Ave and W. Dalton Ave.: 3128 N. Hemlock St., Spokane, WA 99205
	Planned Activities	Engineer and pave N. Hemlock street between W. Fairview Ave and W. Dalton Ave
17	**Project Name**	2017 Capital Improvement - Women's Hearth Roof
	Target Area	
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $92,000
	Description	Remove and replace existing roof covering at the Women's Hearth

	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Women's Hearth serves very low-income homeless women in Spokane's downtown. Replacing the existing leaky roof will allow the Women's Hearth to continue providing basic support services to their clients in a safe envirnment. The Hearth serves aproximatly 800 homeless and formerly homeless women each year.
	Location Description	The Women's Hearth is located in Spokane's downtown: 920 W. 2nd Ave., Spokane, WA 99201
	Planned Activities	Remove and replace damaged roof covering.
18	**Project Name**	2017 Capital Improvement - West Central Newton Room Rehab
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $36,251
	Description	Rehab and technology improvements for the Newton Room at West Central Community Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The West Central Community Center's Newton Room hosts a number of community based meetings/programs in Spokane's west central neighborhood. Activities benefit individuals and families.
	Location Description	The West Central Community Center is located in Spokane's west central neighborhood: • 1603 N. Belt St., Spokane, WA 99205
	Planned Activities	Rehab and technology improvements for the Newton Room at West Central Community Center.
19	**Project Name**	2017 Capital Improvement - Nutrition Essentials Demonstration Kitchen
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $133,155

	Description	Utilize existing facility space to build a new demonstration kitchen to teach clients how to cook healthy meals from scratch.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	During the program year, WCFR will serve approximatly 1,168 unduplicated women and children through their programs.
	Location Description	Women and Children Free Restaurant is located in north central Spokane: 1408 N. Washington St., Spokane, WA 99201
	Planned Activities	• Insulation of exterior building wall • Drywall installation • Framing for wall • Flooring • Installation of kitchen equipment • Plumbing • electrical improvements
20	**Project Name**	2017 Capital Improvement - House of Charity Respite Room
	Target Area	
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $33,000
	Description	Increase the number of current respite beds from 20 to 25 at the House of Charity.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Beneficiaries will be homeless men with special medical needs staying a the House of Charity. This project will expand current capacity from 20 beds to 25.
	Location Description	The House of Charity is located in downtown Spokane: 32 W. Pacific Ave., Spokane, WA 99201

	Planned Activities	The requested funding for this program will include designing a more efficient layout for the Respite Program; disposing of 20 old respite beds, installing 25 new respite beds that are built-in, sturdier, bedbug-resistant, comfortable, and functional; installing additional outlets for medical devices such as oxygen tanks, electric wheelchairs, and other electronic devices; and installing a hand-washing sink. The aspect of the project taking place at HOC, including tracking, reporting, and management of necessary project changes, will be overseen by Sam Dompier, Director of HOC.
21	**Project Name**	2017 Capital Improvement - Lutheran Community Services Building Security Improvements
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $21,300
	Description	Installation of security improvements for client and worker safety.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Lutheran Community Services works with all clients. One of their primary clients include individuals fleeing from or experiencing domestic violence. Annually, this location will serve approximatly 2,500 unduplicated individuals.
	Location Description	Lutheran Community Services Northwest is located east of downtown Spokane at 210 W. Sprague Ave., Spokane, WA 99208
	Planned Activities	Installation of keyless door locks and security monitoring system.
22	**Project Name**	2017 Capital Improvement - Alexandria Apartment Improvements
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: $10,000
	Description	Capital improvements to exterior entrances to accommodate ADA accessibility needs.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	Alexandria Apartments are low-income units owned by SNAP. Each year the complex serves aproximatly 22 unduplicated individuals.
	Location Description	Alexandria apartments are located on Spokane's lower south hill at 623 S. Howard St., Spokane, WA 99204
	Planned Activities	Remove and replace existing ADA ramp and wooden stairs for improved access to building.
23	**Project Name**	2017 Capital Improvement - West Central 24/7 Library Kiosk
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $82,000
	Description	Purchase and installation of library vending kiosk to be located at the West Central Community Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The public library kiosk will be located outside the West Central Community Center. Residents will be able to access the library at all hours of the day. Approximatly, 63,000 individuals within the service area will have increased access to liturature in their neighborhood.
	Location Description	The public library kiosk will be located outside the West Central Community Center: 1603 N. Belt St., Spokane, WA 99205
	Planned Activities	Purchase and installation of library kiosk.
24	**Project Name**	2017 Capital Improvement - West Central Community Center ADA Ramp
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: $47,960
	Description	Stairs entering the buildings west side (gym) will be removed and replaced with an ADA accessible ramp for improved access into the community center.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	The West Central Community Center provides a supportive services day program for adults with disabilities. The center provides services to a large geographic area in west central and northwest Spokane. Approximatly 4,183 disabled individuals access this program each year.
	Location Description	The West Central Community Center is located at 1603 N. Belt St., Spokane, WA 99205 in the West Central Neighborhood.
	Planned Activities	Stairs entering the buildings west side (gym) will be removed and replaced with an ADA accessible ramp for improved access into the community center.
25	**Project Name**	2017 Housing - Single Family Rehab Program
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: $1,127,942
	Description	Loans to single family homeowners to make necessary home rehabilitation improvements.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Low and moderate income homeowners will have access to the home rehab program. The subrecipient of this program anticipates providing rehabilitation assistance to 30 homeowners over the course of their contract with the City of Spokane.
	Location Description	The single family rehab program is not focused on any one particular area of the City of Spokane. Eligible program participants may come from any portion of the City.
	Planned Activities	Major home repairs for low and moderate income homeowners.
26	**Project Name**	2017 Housing - Essential Home Repair
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: $417,160

	Description	Repair single-family homes of low- and moderate-income persons that have health and safety hazards or disability accessibility issues that make the home uninhabitable. This includes, but is not limited to, plumbing, heating, electrical, roof, and sewer repairs and accessibility modifications.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Essential Home Repair Program will provide assistance to approximately 250 low and moderate income homeowners for essential home repairs including: plumbing, electrical, heating and cooling systems and other necessary repairs to maintain safe housing for the homeowner.
	Location Description	The Essential Home Repair Program is not location specific. Any eligible homeowner may apply for assistance through this program regardless of their location within the City of Spokane. For more information about this program please contact the Community, Housing and Human Services Department at the City of Spokane 625-6325.
	Planned Activities	Repair single-family homes of low- and moderate-income persons that have health and safety hazards or disability accessibility issues that make the home uninhabitable. This includes, but is not limited to, plumbing, heating, electrical, roof, and sewer repairs and accessibility modifications.
27	**Project Name**	2017 Administration - CDBG Program
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $840,000
	Description	General CDBG Program administration
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	General program administration to support CDBG funded projects and requirements associated with the Consolidated Planning process (Fair Housing Assessment, Action Plan, CAPER, etc.).
	Location Description	**Spokane City Hall** 808 W. Spokane Falls Blvd., Spokane, WA 99201 Community, Housing and Human Services Department (6th floor)

	Planned Activities	General program administration to support CDBG funded projects and requirements associated with the Consolidated Planning process (Fair Housing Assessment, Action Plan, CAPER, etc.).
28	**Project Name**	2017 Administration - HOME Program
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	HOME: $104,000
	Description	General program administration activities related to the HOME Program.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Administration of the HOME program will support affordable housing development projects in the City of Spokane.
	Location Description	**Spokane City Hall** 808 W. Spokane Falls Blvd., Spokane, WA 99201 Community, Housing and Human Services Department (6th floor)
	Planned Activities	General program administration activities related to the HOME Program.
29	**Project Name**	2017 Multi-Family Projects - HOME
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	HOME: $937,721
	Description	Administration of the HOME program will support affordable housing development projects in the City of Spokane.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	HOME multi-family funding will support the development and redevelopment of 44 affordable housing units within the City of Spokane. All units will be reserved for low income households.

	Location Description	• 611 S. Scott St., Spokane, WA 99202 • 1808 E. 1st Ave., Spokane, WA 99202 • 1 S. Madelia St., Spokane, WA 99202 • 3128 N. Hemlock St., Spokane, WA 99205 • 926 E 8th Ave., Spokane, WA 99202 • 1203 W. 5th Ave., Spokane, WA 99204 • 2418 E. 4th Ave., Spokane, WA 99202
	Planned Activities	Multi-family housing development activities for the benefit of low and moderate income households
30	**Project Name**	2017 ESG Program Delivery
	Target Area	
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	ESG: $268,989
	Description	Homeless program support for rapid re-housing and prevention activities
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Funded activities will assist approximately 1,100 homeless individuals and families with homeless prevention, emergency shelter and rapid re-housing.
	Location Description	Various homeless shelters and service providers throughout the City of Spokane
	Planned Activities	Homeless program support for rapid re-housing and prevention activities
31	**Project Name**	2017 Neighborhood - Sidewalk Program
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $57,300
	Description	Removal and installation of new sidewalks and ADA ramps
	Target Date	6/30/2018

	Estimate the number and type of families that will benefit from the proposed activities	The neighborhood sidewalk program will address hazardous sidewalk locations and accessibility issues adjacent to homeowners in four (4) separate neighborhoods.
	Location Description	Various locations in the following neighborhoods: • Chief Garry Park • Cliff-Cannon • East Central • West Central
	Planned Activities	Remove broken/damaged concrete and replace with new concrete to address hazardous pedestrian conditions.
32	**Project Name**	2017 Neighborhood Parks - Hays Park
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $28,000
	Description	Complete installation of asphalt pathways within Hays Park
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Hays Park is located in northeast Spokane. Improvements to the park will make it easier for neighborhood residents to enjoy the park.
	Location Description	Hays Park is located in the Bemiss neighborhood in northeast Spokane: • 1812 E. Providence Ave., Spokane WA 99207
	Planned Activities	Complete installation of asphalt pathways within Hays Park
33	**Project Name**	2017 Neighborhood Parks - Coeur D'Alene Park
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $2,700

	Description	Accessibility improvements to Coeur D'Alene Park located in Spokane's Browne's Addition.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Coeur D'Alene Park is located in Spokane's Browne's Addition neighborhood. Improvements to the park will make it easier for neighborhood residents to enjoy the park.
	Location Description	Coeur D'Alene Park is located in Spokane's Browne's Addition neighborhood: • 2195 W. 2nd Ave., Spokane, WA 99201
	Planned Activities	Accessibility improvements to Coeur D'Alene Park located in Spokane's Browne's Addition.
34	**Project Name**	2017 Neighborhood Parks - Glass Park
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $15,000
	Description	General lighting improvements at Glass Park and landscape improvement to the existing ball field
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Glass Park is located in northeast Spokane. Improvements to the park will make it easier and safer for neighborhood residents to enjoy the park.
	Location Description	Glass Park is located at the northeast corner of E. Heroy Ave and N. Standard St. in the Nevada Heights Neighborhood
	Planned Activities	General lighting improvements at Glass Park and landscape improvement to the existing ball field
35	**Project Name**	2017 Neighborhood Parks - Mission Park
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities

	Funding	CDBG: $33,800
	Description	Accessibility improvements at Mission Park to accommodate individuals with disabilities.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Mission Park is located in Spokane's Logan neighborhood. Improvements to the park will make it easier and safer for neighborhood residents to enjoy the park.
	Location Description	Mission Park is located in the Logan neighborhood south of Mission Ave and east of the Spokane River.
	Planned Activities	Accessibility improvements at Mission Park to accommodate individuals with disabilities.
36	**Project Name**	2017 Neighborhood Parks - Rochester Park
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $58,100
	Description	General landscape and facility improvements to address public safety and accessibility concerns.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Rochester Heights Park is located in Spokane's Whitman neighborhood. Improvements to the park will make it easier and safer for neighborhood residents to enjoy the park.
	Location Description	Rochester Heights Park is located in the Whitman neighborhood in northeast Spokane: • 5351 N. Napa St., Spokane, WA 99207
	Planned Activities	General landscape and facility improvements to address public safety and accessibility concerns.
37	**Project Name**	2017 Neighborhood Capital - North Monroe Gateway
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods

	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $50,300
	Description	General landscape, stormwater and signage improvements on vacant property northwest of N. Monroe St. and W. Cora Ave.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Landscape improvements will benefit the residents of North Hill and Emerson Garfield neighborhoods by providing improved public infrastructure and recreation opportunities.
	Location Description	Vacant property northwest of N. Monroe St. and W. Cora Ave.
	Planned Activities	General landscape, stormwater and signage improvements on vacant property northwest of N. Monroe St. and W. Cora Ave.
38	**Project Name**	2017 Neighborhood Capital - Northeast Youth Center
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $34,700
	Description	Safety and energy improvements to the existing entry vestibule.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Northeast Youth Center provides affordable child care alternatives for low and moderate income families (100) in northeast Spokane.
	Location Description	The Northeast Youth Center is located in Spokane's Hillyard neighborhood: • 3004 E. Queen Ave., Spokane, WA 99217
	Planned Activities	Safety and energy improvements to the existing entry vestibule.
39	**Project Name**	2017 Neighborhood Capital - East Central Community Center
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities

	Funding	CDBG: $20,000
	Description	Removal and disposal of deteriorated flooring in the multi-purpose room and community center lobby.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The East Central Community Center provides community based programing for youth, seniors, adults with disabilities and other services to residents in east central Spokane.
	Location Description	The East Central Community Center is located in Spokane's east central neighborhood: • 500 S. Stone St., Spokane, WA 99202
	Planned Activities	Removal and disposal of deteriorated flooring in the multi-purpose room and community center lobby.
40	**Project Name**	2017 Neighborhood Capital - Northeast Community Center
	Target Area	
	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $18,300
	Description	Installation of new commercial grade dishwasher in the Hillyard Senior Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Hillyard Senior Center provides activities to seniors residing in northeast Spokane. Each year the center serves approximately 500 seniors through programs offered at the center.
	Location Description	The Hillyard Senior Center is located in the Northeast Community Center. • 4001 N. Cook St., Spokane, WA 99207
	Planned Activities	Installation of new commercial grade dishwasher in the Hillyard Senior Center.
41	**Project Name**	2017 Neighborhood Capital - TLC Gardens
	Target Area	

	Goals Supported	Support vibrant neighbhorhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $10,200
	Description	The project entails relocating the existing community garden, located on Transitions' property at Fairview and Hemlock to the Southeast corner of the property in light of the development of 24 affordable cottage units on the property.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Transitional Living Center (TLC) gardening program provides fresh produce for residents of TLC and other programs offered by Transitions.
	Location Description	The TLC raised garden beds are located in the Audubon/Downriver neighborhood in northwest Spokane: • 3128 N. Hemlock St., Spokane WA 99205
	Planned Activities	The project entails relocating the existing community garden, located on Transitions' property at Fairview and Hemlock to the Southeast corner of the property in light of the development of 24 affordable cottage units on the property.
42	**Project Name**	2017 Public Service - AGC Headstart Construction Trades Program
	Target Area	
	Goals Supported	Expand economic opportunities
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: $30,000
	Description	Transportation to employment program for low and moderate income individuals.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Skilled trades employment program for low income, un/under-skilled individuals with an interest in working in a specific trade, leading to full apprenticeship program or direct employment with a contractor. 20 persons employeed during program year through this program.

	Location Description	Locations vary, for more information about this program, please contact George Dahl at gdahl@spokanecity.org.
	Planned Activities	Skilled trade classes to refine and develop skills that will allow clients to gain employment through local apprenticeship programs.

2017 City of Spokane's One Vision. One Plan. One Voice Strategic Plan's

A Community Investment Plan outlines $51.9 million in catalytic investments that furthers a strategic outcome, relies on one-time money without adding ongoing cost, keeps the investment source healthy, and returns additional revenue or a cost reduction.

- Investment within the CEZ $21,000,000
- Target Area Street improvements $3,000,000
- Residential Unimproved Streets $2,000,000
- Target Area Impact Fee waivers for private development job creating industry $1,000,000
- Target Area Utility Investment for private development job creating industry $2,400,000
- Urban Utility Installation Program for private development job creating industry $500,000
- Trail/River Public Access Investments $7,100,000
- North Bank/Sportsplex recreation and job creating industry $5,000,000

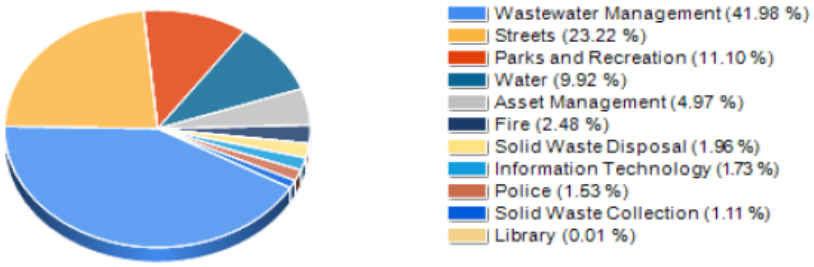
Infrastructure Capital Investments from the Capital Improvement Program (CIP) for 2017-2022

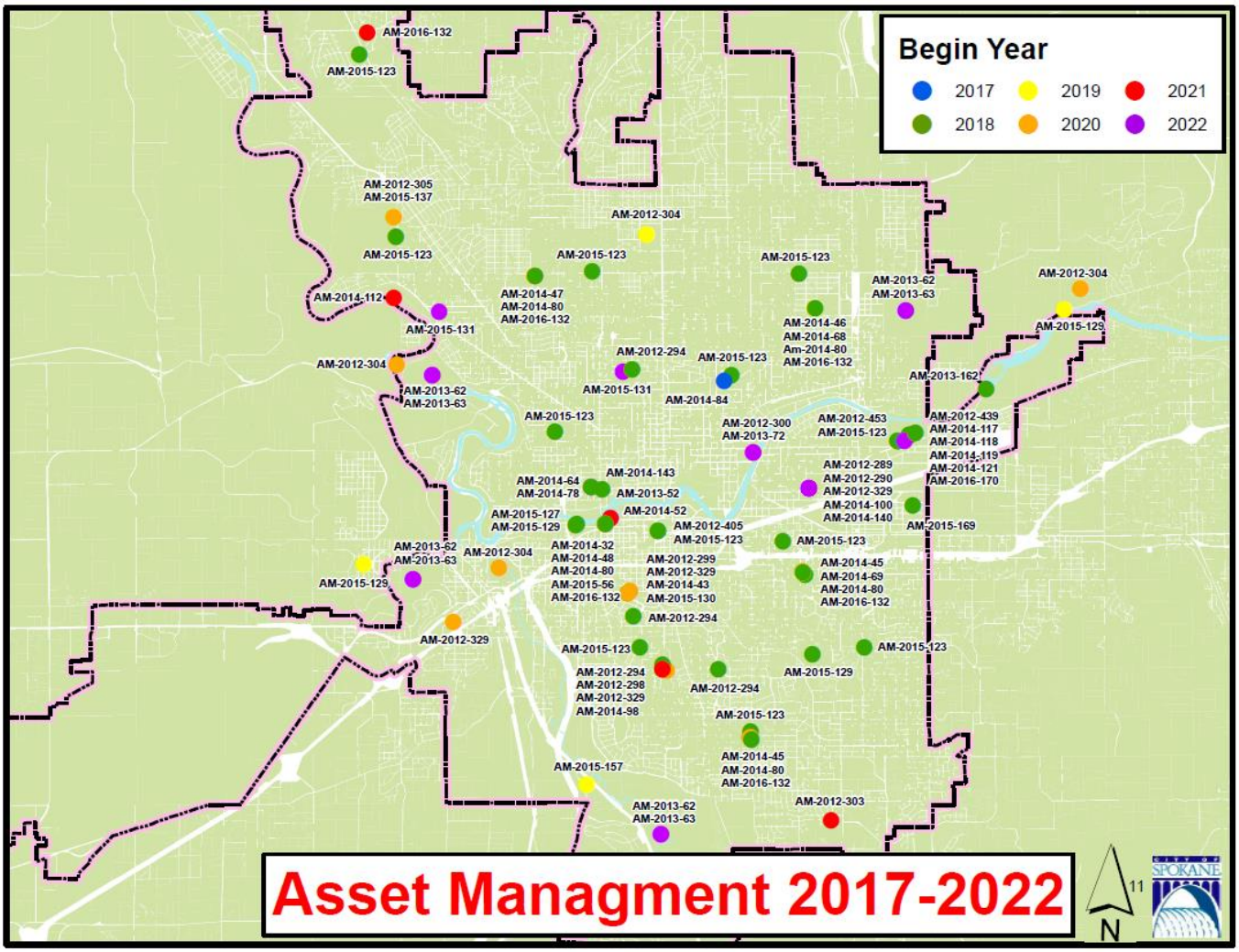
In this funding section of this CEZ plan, you will find a breakdown by department of the over $862 Million Capital Investments planned as well as maps that show those department investments location. It no surprise that each of the maps show significant investment planned for locations within the CEZ boundary. The CEZ boundary includes the oldest portions of the City of Spokane with the oldest/aging infrastructure, the most distressed neighborhoods, downtown, and Spokane River and the largest park, Riverfront Park.

Capital Investments by Department
[pg. XVii]

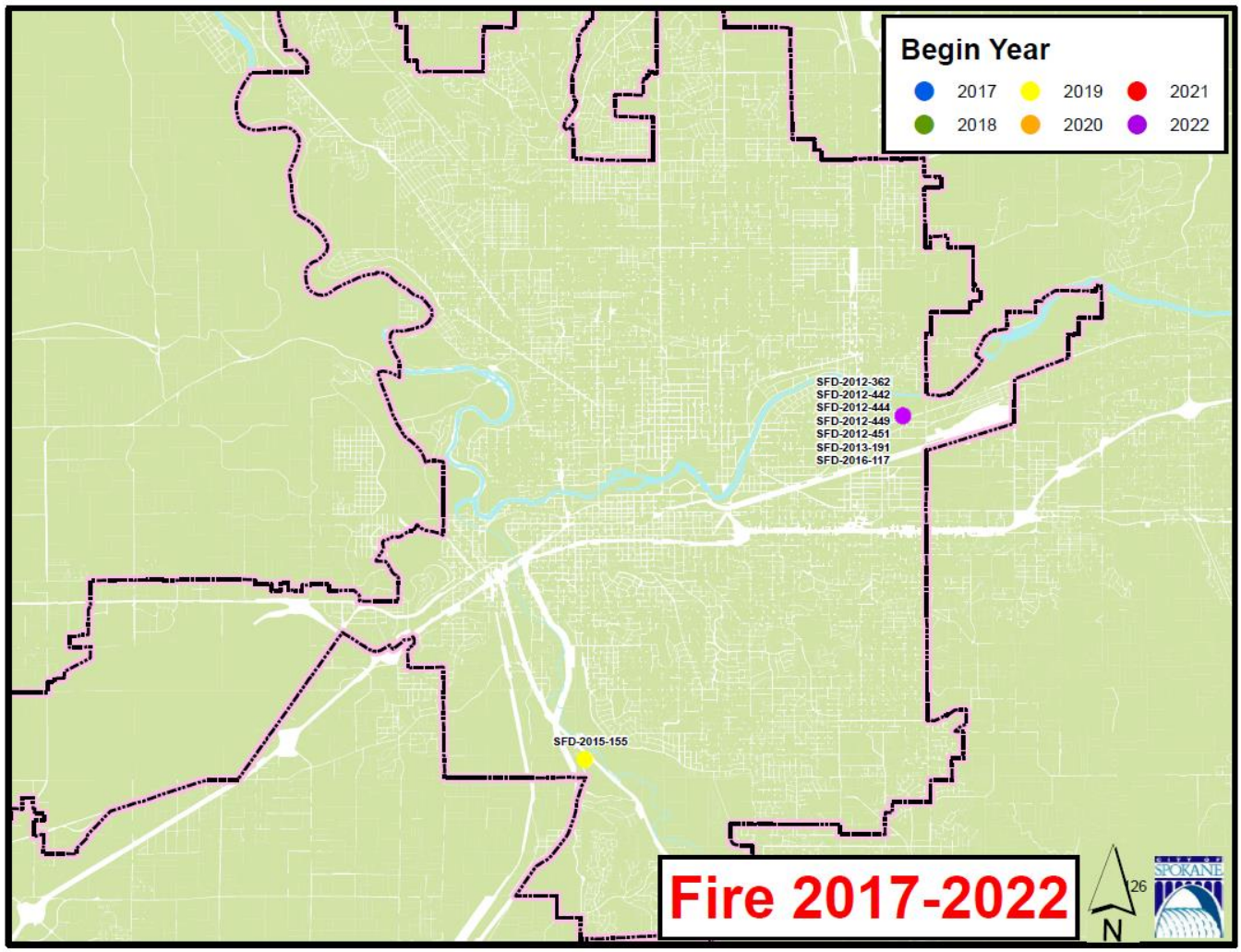
Capital by Department Summary

Department	2017	2018	2019	2020	2021	2022	Total
Asset Management	$ 2,062,680	$ 15,342,662	$ 6,119,758	$ 6,450,402	$ 11,915,900	$ 980,000	$ 42,871,402
Fire	$ 3,408,960	$ 2,803,245	$ 5,438,817	$ 3,045,455	$ 3,422,568	$ 3,255,209	$ 21,374,254
Information Technology	$ 2,406,607	$ 2,650,000	$ 2,500,000	$ 2,452,000	$ 2,450,000	$ 2,450,000	$ 14,908,607
Library	$ 0	$ 45,000	$ 0	$ 0	$ 0	$ 0	$ 45,000
Parks and Recreation	$ 28,399,811	$ 16,504,453	$ 17,528,600	$ 10,959,213	$ 20,497,075	$ 1,807,500	$ 95,696,652
Police	$ 2,191,042	$ 1,809,162	$ 2,679,339	$ 2,923,817	$ 1,934,233	$ 1,690,442	$ 13,228,035
Solid Waste Collection	$ 340,000	$ 100,000	$ 3,290,000	$ 1,700,000	$ 2,200,000	$ 1,950,000	$ 9,580,000
Solid Waste Disposal	$ 3,400,000	$ 3,335,000	$ 3,385,000	$ 2,775,000	$ 1,150,000	$ 2,850,000	$ 16,895,000
Streets	$ 49,413,628	$ 41,362,827	$ 22,706,041	$ 32,729,487	$ 30,600,325	$ 23,337,295	$ 200,149,603
Wastewater Management	$ 134,842,860	$ 96,107,052	$ 83,712,446	$ 27,327,435	$ 11,855,000	$ 8,040,000	$ 361,884,793
Water	$ 11,367,000	$ 17,650,000	$ 18,835,000	$ 17,160,000	$ 19,265,000	$ 1,230,000	$ 85,507,000
Total	**$ 237,832,588**	**$ 197,709,401**	**$ 166,195,001**	**$ 107,522,809**	**$ 105,290,101**	**$ 47,590,446**	**$ 862,140,346**

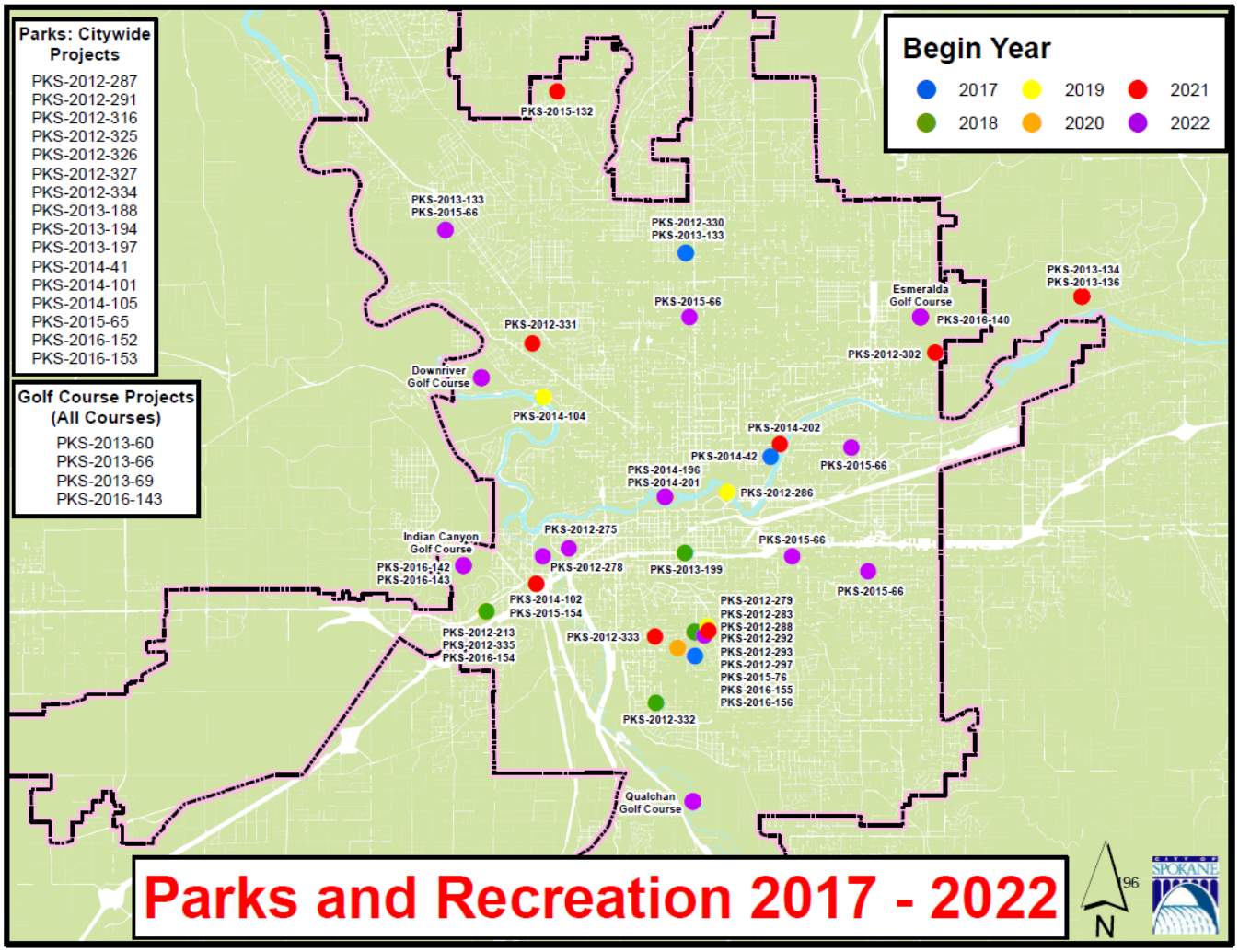




Map of Asset Management's Capital Investments Map
[pg. 11: a majority of the investments will be within the CEZ]



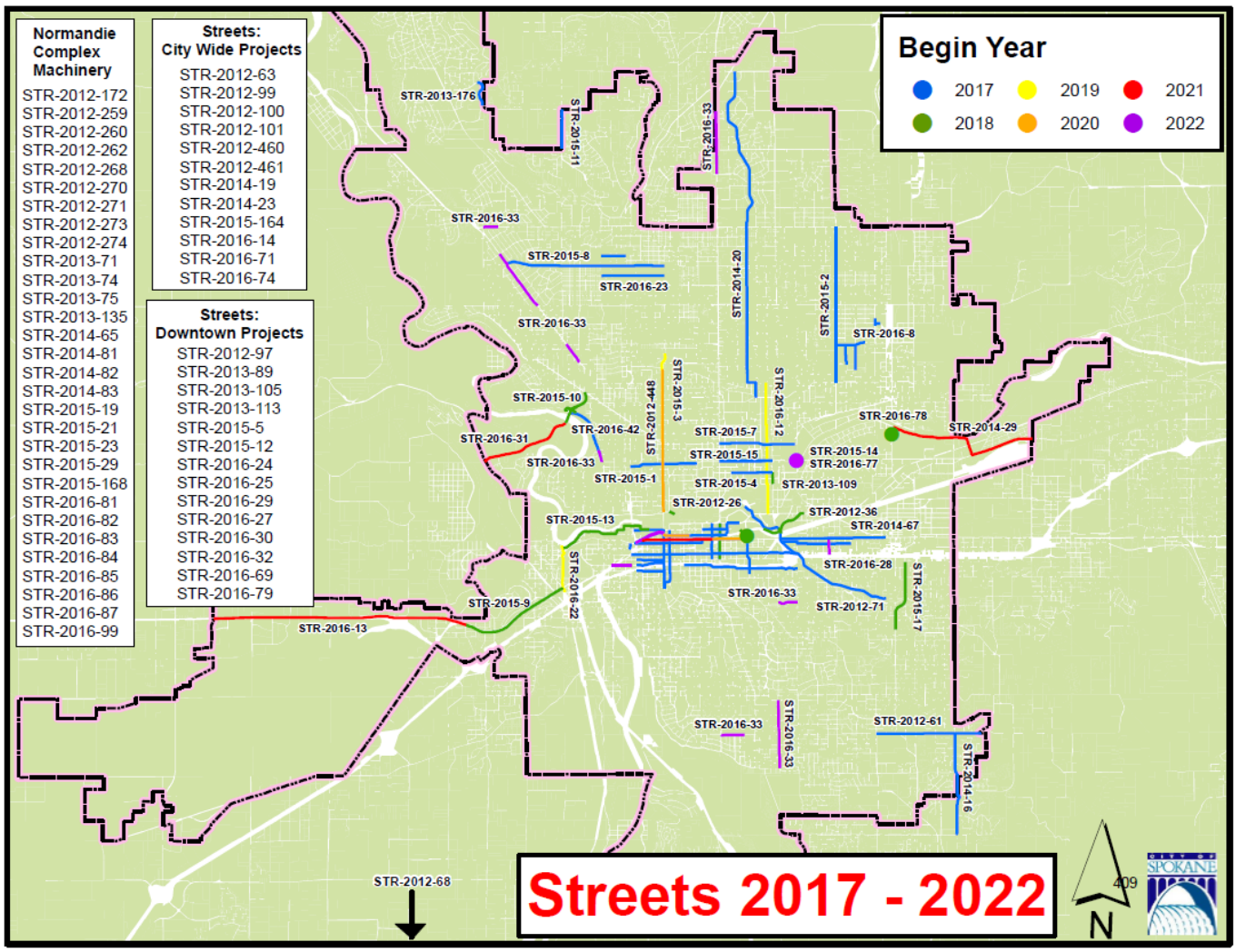
Fire Department Capital Investments Map
[pg. 125 2022 investments are within the CEZ]



Parks and Recreation Capital Investment Map

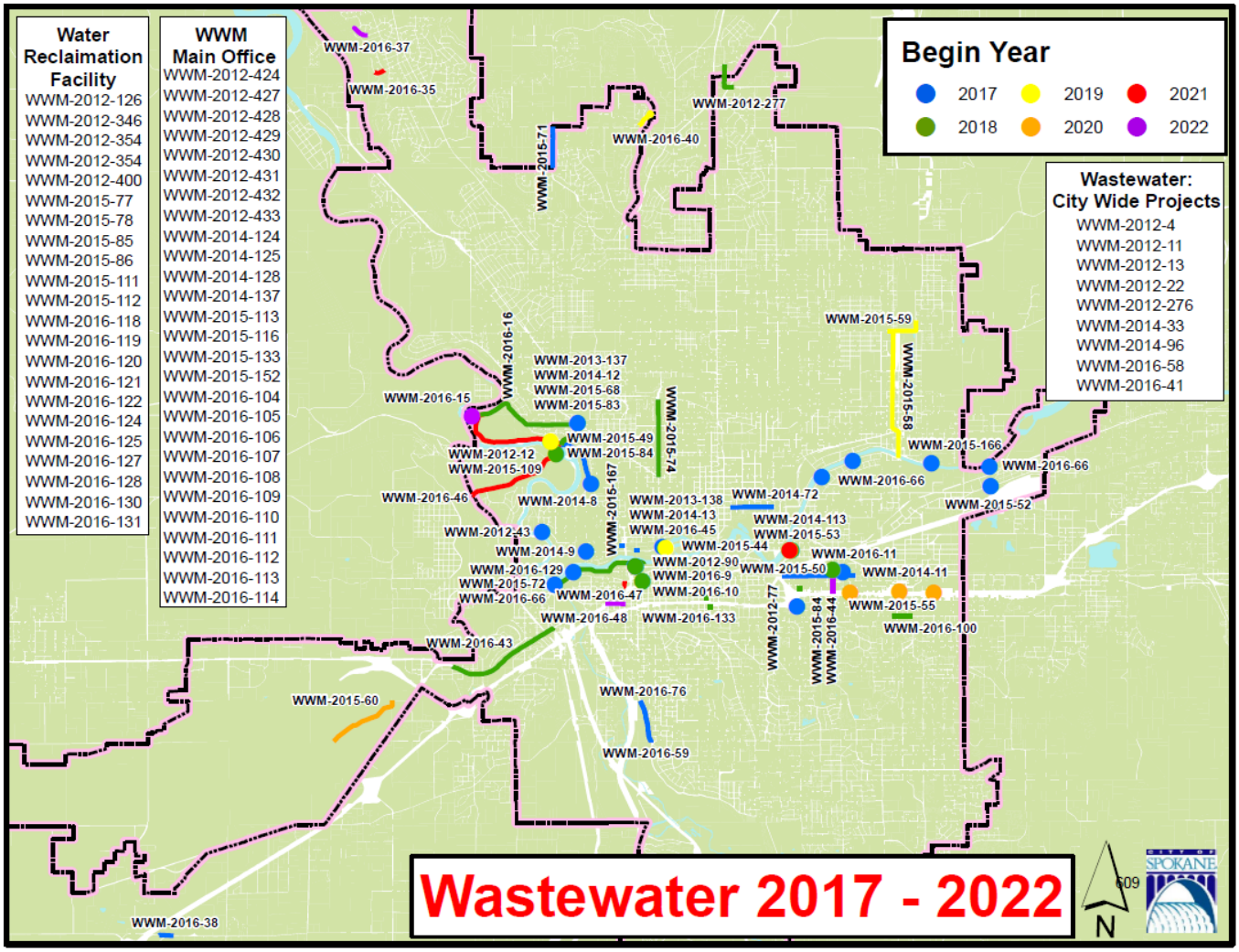
[pg. 196 The majority of the Capital Investment occurring within the core of the City and within the CEZ.]

Police Department Capital Investments Map
[pg. 314 investment occurs in the heart of the CEZ]

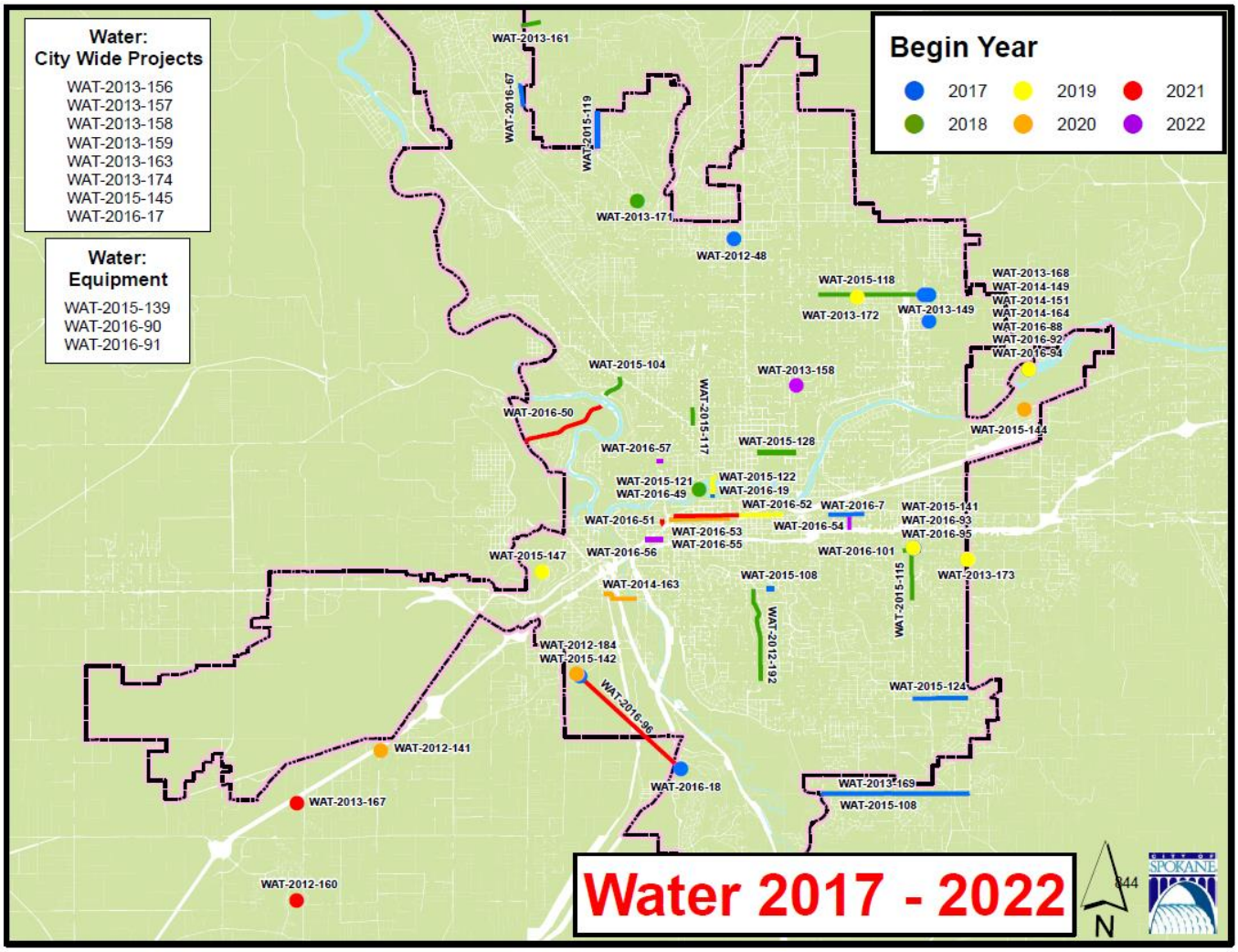


Streets Department Capital Investments Map

[pg. 409 Preponderance of the Streets Capital investments will be made within the CEZ]



Wastewater Capital Investments Map
[pg. 609 virtually all capital investment will occur within the CEZ]

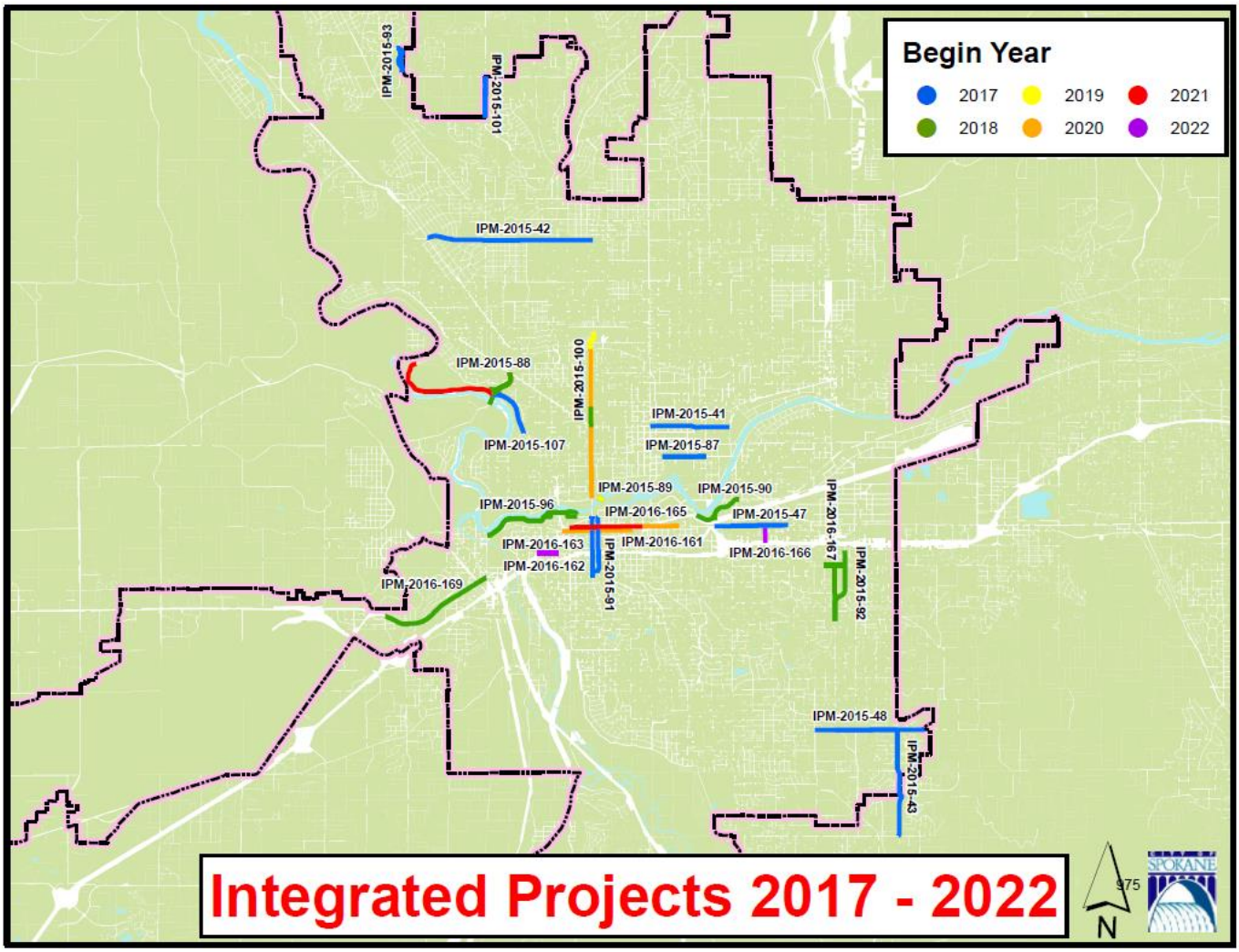


Water Capital Investment Map
[pg. 844 A significant portion of the capital investments will occur within the CEZ]

Integrated Projects [excerpt pg. 972]

Background
Maintaining the public infrastructure, from streets to sewer lines, that serves, as the community backbone is one of the most important responsibilities of City government. The Citywide Capital Improvement Program is a tool to identify needs the City intends to address over the next six years from all our service areas. These needs are based on the City's Comprehensive Plan goals. Our goals are: (1) Provide Transportation choices; (2) Accommodate access to daily needs and regional destinations; (3) Maximize benefits with integrated public investments; (4) Promote economic opportunity and fiscal responsibility; (5) Enhance public health and safety; (6) Respect Natural & Neighborhood Assets

The challenge is to not only meet these goals but to also consider all the ways streets are used. Ultimately, we want to broaden the traditional definition of streets from one that just considers the variety of mobility uses to a three-dimensional view that also includes belowground connectivity for public utilities such as sewer, water and stormwater. Integrated projects are the result of looking at the street right-of-way in this new way—three-dimensionally.

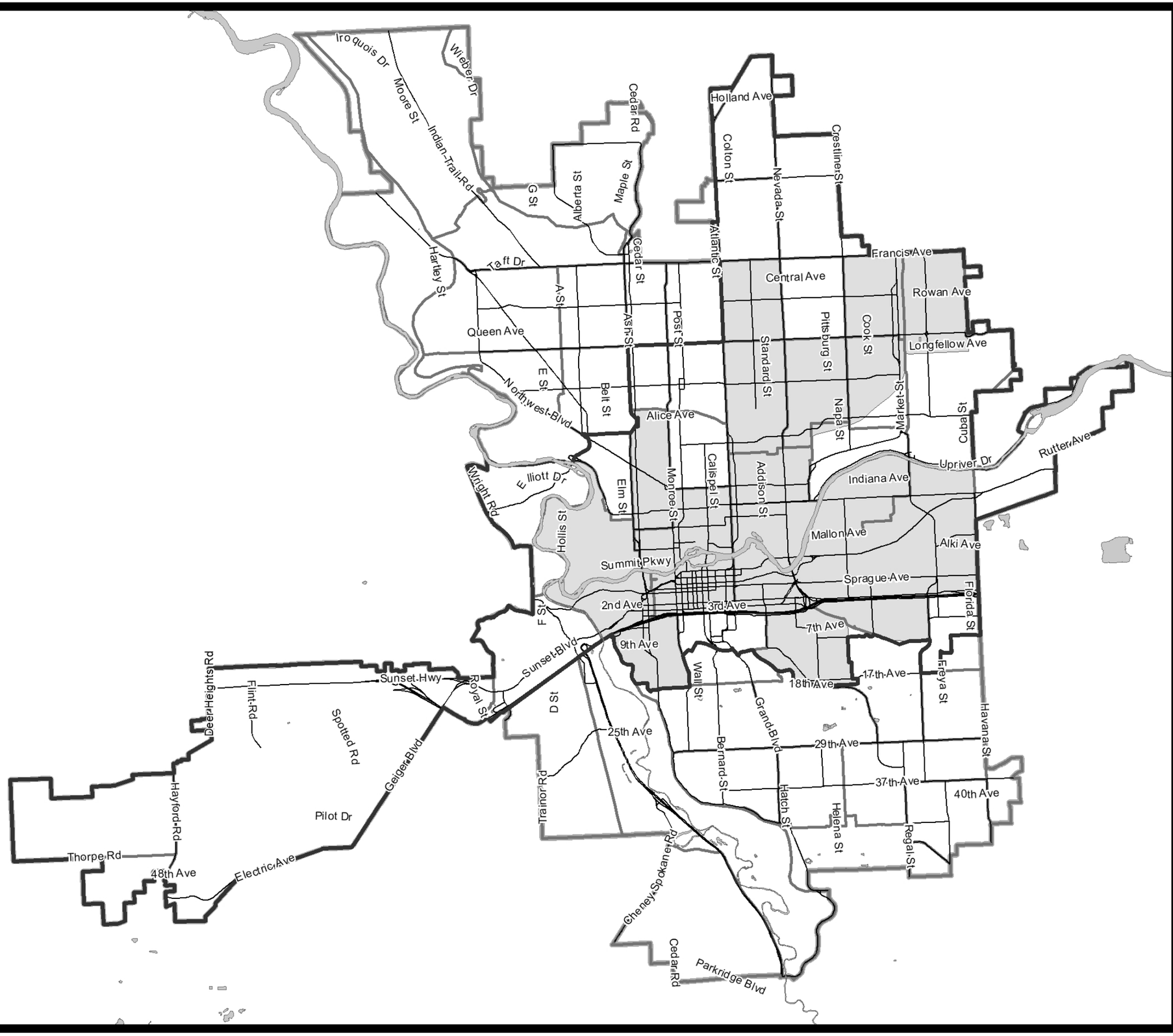


Integrated Projects Department Capital Investment Map
[pg. 975 most capital investment is centered within the CEZ]

Attachment A: Spokane's Community Empowerment Zone Boundary Map (Black and White)

Spokane's Community Empowerment Zone Boundary Map

Printed by: agunderson Print date: 4/9/2019



Legend

- 2019 CEZ Boundary
- 2001 CEZ Boundary
- Census Tracts
- Spokane
- Waterbody

City Street

- Freeway
- Highway
- Major Arterial
- Minor Arterial

0 75 150 225
Feet

Geographic Information System

N
W E
S

CITY OF SPOKANE

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

Agenda Sheet for City Council Meeting of: 04/15/2019		Date Rec'd	3/22/2019
		Clerk's File #	ORD C35756
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	MIKE FAGAN 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 PROPOSED AMENDMENTS TO THE CITY'S ETHICS CODE		

Agenda Wording

An ordinance relating to the Code of Ethics; amending SMC sections 1.04A.020 1.04A.110 of the Spokane Municipal Code.

Summary (Background)

The City's Ethics Commission has been reviewing proposed amendments to the Ethics Code over the past several months. Most of the proposed amendments are based on the Commission's experience with various complaints that have been processed over the last couple of years. At its June 20, 2018 meeting, the Commission voted to approve the recommended amendments and to forward those recommendations to the City Administration and City Council.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	Finance - 3/18
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	mpiccolo@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The recommended amendments include: 1) SMC 1.04A.020 - Additional definitions
2) SMC 1.04A.110 D 1 g & h - Additional grounds upon which the Commission may dismiss a complaint; 3) SMC 1.04A.110 D 3 - Ability for the Commission chairperson to summarily dismiss a complaint if the respondent is not subject to the Ethics Code with the right to appeal the dismissal to the full commission; 4) SMC 1.04A.110 F 1 - Ability for the Commission to hear preliminary motions, including motions to dismiss, based upon the submission of affidavits and documentary evidence; 5) SMC 1.04A.110 F 1 - Process for the adoption of pre-hearing orders; and 6) SMC 1.04A.110 F 2 - Incorporation of evidentiary rules

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE NO. C35756

An ordinance relating to the Code of Ethics; amending SMC sections 1.04A.020 1.04A.110 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC 1.04A.020 is amended to read as follows:

1.04A.020 Definitions

The following words and phrases as used in this chapter, unless the context clearly indicates otherwise, shall have the following meanings:

A. "Agency" means any City board, commission, bureau, committee, department, institution, division or tribunal in City government.

B. "Assist" means to act, or offer or agree to act, in such a way as to help, aid, advise, furnish information to or otherwise provide assistance to another person, believing that the action is of help, aid, advice or assistance of the person with intent so to assist such person.

C. "Beneficial interest" has the meaning ascribed to it under the Washington case law. However, an ownership interest in a mutual fund or similar investment pooling fund in which the owner has no management powers does not constitute a beneficial interest in the entities in which the fund or pool invests.

D. "Business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, consultant, holding company, joint stock company, receivership, trust or any legal entity organized for profit.

E. "City" means the City of Spokane, Washington.

F. "City action" means any action on the part of an agency, including, but not limited to:
   1. a decision, determination, finding, ruling or order; and
   2. a grant, payment, award, license, contract, transaction, sanction or approval, or the denial thereof, or failure to act with respect to a decision, determination, finding, ruling or order.

G. "City officer" means every individual elected, appointed, hired or otherwise selected to an office or position with the City, or any subdivision, agency, committee or board thereof, whether such individual is paid or unpaid.

H. "Compensation" means anything of economic value, however designated, that is paid, loaned, granted or transferred, or to be paid, loaned, granted or transferred for, or in consideration of, personal services to any person.

I. “Confidential information” means:

1. Specific information, rather than generalized knowledge, that is not available to the general public on request; or
2. Information made confidential by law including but not limited to taxpayer information, RCW 82.32.330; information regarding organized crime, RCW 43.43.856; criminal history information, Chapter 10.97 RCW; medical records, Chapter 70.02 RCW; and juvenile records, RCW 13.50.010; or
3. Information that is initially disclosed or discussed in executive session, and which is not available to the general public on request; however
4. Confidential information does not include information authorized by the mayor or a majority vote of the council to be disclosed.

J. “Contract” or “grant” means an agreement between two or more persons that creates an obligation to do or not to do a particular thing. “Contract” or “grant” includes, but is not limited to, an employment contract, a lease, a license, a purchase agreement or a sales agreement.

K. "De Minimis" means a violation of lesser significance, or a violation more technical than substantial.

L “Dishonesty" means behavior that intends to deceive or cheat people; untruthfulness; untrustworthiness. It is not possible to be negligently “dishonest.”

((~~K~~))M.“Ethics Commission” means the commission on ethical conduct for and duly appointed by the City.

((~~L~~))N.“Employee” means any person holding a regularly compensated position of employment with the City but does not include elected officers and persons who serve without compensation on City boards and commissions.

((M))O“Exempt employee” shall mean those City employees not represented by a recognized labor union and identified by both the City administration and the applicable labor unions as exempt confidential employees.

P. "False and frivolous complaint" means a complaint with no basis in fact or law.

((~~N~~))Q.“Family member” means:

1. a spouse or domestic partner; or
2. any dependent parent, parent-in-law, child or son-in-law or daughter-in-law; or
3. any parent, parent-in-law, child, son-in-law, daughter-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of the City officer or employee.

((~~O~~))R.“Gift” means anything of economic value or tangible worth for which no consideration is given. “Gift” does not include:

1. items from family members or friends where it is clear that the gift was not made as part of any design to gain or maintain influence in the agency of which the recipient is an officer or employee;
2. items related to the outside business of the recipient that are customary and not related to the recipient's performance of official duties;
3. items exchanged among officials and employees or a social event hosted or sponsored by a City officer or City employee for coworkers;
4. payments by a governmental or nongovernmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
5. items a City officer or City employee is authorized by law to accept;
6. payment of enrollment and course fees and reasonable travel expenses attributable to attending seminars and educational programs sponsored by a bona fide governmental or nonprofit professional, educational, trade or charitable association or institution. As used in this subsection, "reasonable expenses" are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
7. items returned by the recipient to the donor within thirty days of receipt or donated to a charitable organization within thirty days of receipt;
8. campaign contributions reported under chapter 42.17 RCW;
9. discounts available to an individual as a member of an employee group, occupation or similar broad-based group;
10. awards, prizes, scholarships or other items provided in recognition of academic or scientific achievement;
11. attendance of a City officer or employee at a hosted meal when it is provided in conjunction with a meeting directly related to the conduct of City business or where official attendance by the officer or employee as a City representative is appropriate;
12. an award publicly presented in recognition of public service; or
13. any item of nominal value which cannot reasonably be presumed to influence the vote, action or judgment of the City officer or employee, or be considered as part of a reward for action or inaction. An item of nominal value shall include incidental items associated with the professional conduct or courtesies of a City officer or employee's duty including the acceptance during the conduct of official business of such items as refreshments, note pads, pens, pins and books.

((~~P~~))S."Head of agency" means the chief executive officer of an agency. In the case of an agency headed by a commission, board, committee or other body consisting of more than one natural person, agency head means the person or board authorized to appoint agency employees and regulate their conduct.

((~~Q~~))T.“Honorarium” means money or thing of value offered to a City officer or City employee for a speech, appearance, article or similar item or activity in connection with the City officer’s or City employee’s official role.

((~~R~~))U.“Household member” means any person having a close relationship with and residing in the same household of the City officer or employee, and having agreed to be jointly responsible for basic living expenses.

V. “Jurisdiction," for purposes of SMC 1.04A.110, means that the Commission has authority to hear and decide the case, pursuant to SMC chapter 1.04A.

W. "Mitigating circumstances" means factors for the Commission’s determination that might explain a violation, in whole or in part, or make the violation more understandable and/or less subject to condemnation.

X. "Moral turpitude" is conduct that violates commonly accepted standards of good morals, honesty, and justice; the application of this standard depends upon the collective conscience and judgment of the members of the Commission.

((~~S~~))Y“Person” means any individual, partnership, association, firm, institution or corporation, business or other entity, however constituted, organized or designated.

((~~T~~))Z.“Personal interest” means direct or indirect pecuniary or material benefit accruing to a City officer or employee as a result of legislation or a contract or transaction which is or may be the subject of an official act or action by or with the City except for such contracts or transactions which confer similar benefits to all other persons and/or property similarly situated. For the purpose of this chapter, a City officer or employee is deemed to have a personal interest in the affairs of:

1. any person who is a City officer or employee’s family member or household member, as defined in this chapter;
2. any business entity in which the City officer or employee is an officer, director or employee;
3. any business entity in which the stock of, or legal or beneficial ownership of, in excess of five percent of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the City officer or employee;
4. any person or business entity with whom a contractual relationship exists with the City officer or employee; provided, that a contractual obligation of less than five hundred dollars, or a commercially reasonable loan made in the ordinary course of business or a contract for a commercial retail sale shall not be deemed to create an interest in violation of this chapter.

((~~U~~))AA.“Regulatory agency” means any City board, commission, department or officer, except those in the legislative or judicial branches, authorized by law to conduct

adjudicative proceedings, issue permits or licenses, or to control or affect interests of identified persons.

((~~V~~))BB."Represented employee" shall mean a City employee represented by a recognized labor union.

((~~W~~))CC."Responsibility" in connection with a transaction involving the City, means the direct administrative or operating authority, whether intermediate or final, and either exercisable alone or through subordinates, effectively to approve, disapprove or otherwise direct City action in respect of such transaction.

((~~X~~))DD."Staff Director" means the employee appointed by the City Attorney to, in addition to other responsibilities, assist the Ethics Commission in its duties.

EE. "Stipulation" means agreement.

Section 2. That SMC 1.04A.110 is amended to read as follows:

1.04A.110 Complaint Process of the Ethics Commission

A. A complaint that this Code of Ethics has been violated by a City employee or a City officer shall be filed with the Ethics Commission.
B. Any person may file an official written complaint or inquiry with the Ethics Commission asking whether a current City officer or employee has failed to comply with this Code of Ethics.
C. Complaints and inquiries must be in writing on a form approved by the Ethics Commission. The form shall contain a statement that must be signed and which states that, to the best of the person's knowledge, information, and belief formed after reasonable reflection, the information in the complaint or inquiry is true. The complaint must describe the facts that constitute the violation of this Code of Ethics in sufficient detail so that the Commission and the person who is the subject of the complaint or inquiry can reasonably be expected to understand the nature of any offense that is being alleged.
D. The Commission, upon receipt of the complaint, shall acknowledge receipt of the complaint, forward the complaint simultaneously to the person who is complained against, if known, and the City Attorney, and promptly meet and review the complaint. As soon as practicable after giving due consideration to a complaint the Commission shall either:
    1. Dismiss the complaint based on any of the following grounds:
        a. It has no jurisdiction;
        b. The alleged violation, if true, would not constitute a violation of this article;
        c. The alleged violation is a minor or de minimis violation;
        d. The complaint or inquiry is, on its face, frivolous, groundless or brought for purposes of harassment;

e. The matter has become moot because the person who is the subject of the complaint or inquiry is no longer a City officer or employee;

f. The appointing authority has already taken action as a result of finding a violation and the Commission believes the action was appropriate; ((~~or~~))

g. The respondent had previously requested and followed the documented advice regarding compliance with the Ethics Code provided by the legal counsel for the Ethics Commission;

h. The respondent had previously been the subject of a prior ethics complaint based upon the same set of facts and alleging the same violation(s) of the Code of Ethics and regarding which the Ethics Commission issued a decision.

2. Determine that:

a. The complaint alleges facts which, if found to be true, would be sufficient to constitute a violation of the Code of Ethics;

b. Further information must be presented for the Commission to determine if a violation of the Code of Ethics has occurred.

3. The Commission Chairperson may summarily dismiss a complaint if the respondent is not subject to the Code of Ethics. The Chairperson shall issue a written decision setting forth the legal and/or factual basis for the dismissal, which shall be provided to the complainant and the Commission. The complainant may appeal the Chairperson's decision to the Commission within ten days of the date of the Chairperson's decision. In the event of an appeal, the Chairperson shall not participate in the Commission's deliberation or decision. The appeal will be determined by the remaining members of the Commission.

E. If the Commission determines the complaint alleges facts which, if found to be true by a preponderance of the evidence, would be sufficient to constitute a violation of the Code of Ethics, it may create a stipulation for the City officer or employee subject to the complaint resolving the complaint, the determination of compliance and the penalty, if any to be imposed.

F. If the complaint is not resolved by stipulation, or earlier in the adjudication process, or additional information is required to establish the factual record necessary for the Commission to determine whether a violation of the Code of Ethics has occurred, the ((~~board~~)) Commission may convene a hearing at a future date certain.

1. As part of the hearing process, the Commission may consider preliminary motions, such as a motion to dismiss. At such a hearing, the Commission shall consider additional evidence submitted by the parties including the submission of affidavits and documentary evidence. The Commission may consider whether to

subpoena and hear the testimony of witnesses, including cross examination, if, in the opinion of the Commission, such testimony would serve the Commission to establish the factual record ((~~may call additional witnesses or consider additional documentary evidence~~)). The Commission may issue a prehearing order, including for hearing matters involving the testimony of witnesses. The Commission shall adopt as part of its policies and procedures a standard pre-hearing order to be used by parties appearing before the Commission.

2. The Commission decides issues before it based upon the preponderance of the evidence standard. That is, a violation must be more likely than not to have occurred before the Commission will hold for the complainant. The Commission shall rely, for its ultimate decision, upon evidence, whether or not technically admissible into evidence in a court of law, on which a reasonably prudent person would base significant decisions affecting his or her person or business. The Commission may utilize the rules of evidence of judicial tribunals for purposes of admitting and evaluating evidence, however, such rules are not binding and the Commission may determine the relevancy and weight to be given to the submitted evidence.

3. After final deliberations on additional testimony, statements, or documents presented at the hearing, the Commission shall determine whether or not a violation of the Code of Ethics has occurred.

G. Any person who is the subject of a complaint may designate a representative if he or she wishes to be represented ((~~by someone else, to present evidence, and to cross-examine witnesses~~)). The person who submitted the complaint and the subject of the complaint must be allowed sufficient time to examine and respond to any evidence not presented to them in advance of the hearing.

H. After the Commission has made its final determination, the Commission shall issue its written findings of fact and conclusions of law, along with its recommended disposition (if applicable). The Commission may, in addition, issue any additional reports, opinions, or recommendations as it deems advisable under the circumstances. All such reports shall be reviewed by the city attorney (or independent legal counsel in the event that a conflict of interest prevents the city attorney from conducting the review) prior to their issuance. The Commission's conclusions shall be based on the preponderance of the evidence standard.

I. The investigation of complaints shall be completed by the Ethics Commission and written findings and conclusions prepared within sixty days of the date of the complaint. A copy of the written investigation findings and conclusions shall be served on any party against whom a complaint is filed within three days of the Ethics Commission's final decision. It shall be posted on the City's website for the Ethics Commission no more than twenty-four hours later. Posting on the website will clearly indicate the disposition of the issue in the text of the link and not in the text of the document only.

J. The City Attorney may require the investigation of complaints and written findings to be completed by the Ethics Commission, in a reasonable amount of time, less than that stated in (I) in circumstances where the matter should be resolved more quickly.

K. Any individual who is advised of another's violation of this code is responsible to direct the advising party of this code and its procedure for filing complaints.

Section 3. That the attached Ethics Commission Policy and Procedural Manual is approved.

PASSED BY THE CITY COUNCIL ON _____, 2019.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

CITY OF SPOKANE ETHICS COMMISSION

_____, Complainant, vs. _____, Respondent	**FINAL PREHEARING ORDER**

The Spokane Ethics Commission met on_____, 20__, and after input from the parties and their representatives, now, therefore, enters the following pretrial order:

I. Date, time and location of full hearing:

The full hearing on this matter will be held on:_____, 20__, at _____ p.m. at Spokane City Hall, Council Chambers, or as otherwise directed.

II. Subpoenas for witnesses to attend hearing:

Proposed subpoenas must be provided to the Spokane Ethics Commission two weeks in advance of the hearing. The Commission will meet in special session two weeks before the hearing to decide whether to issue the subpoenas presented. IT IS THE RESPONSIBILITY OF EACH PARTY TO ASSURE THAT ANY WITNESS WHOSE TESTIMONY IS SOUGHT WILL BE AVAILABLE AND WILL ATTEND THE FULL HEARING. The Ethics Commission does not guarantee the attendance of witnesses; its subpoenas are not self-executing.

III. Preliminary Order

(i) This Order shall control the conduct of the full hearing of this matter.

(ii) Only parties of record may present argument or witnesses at the full hearing.

(iii) All witnesses shall testify under oath.

(iv) The Chair may cause the removal of any person who is being disruptive at the full hearing.

(v) The parties should assume that members of the Commission have read the document commonly known as the "_____," or have at least some familiarity with such Report. However, the Commission recognizes that the Report is not evidence, and advises the parties not to rely on the Report when deciding whether to call witnesses or offer exhibits.

(vi) The Commission has dismissed Count __ of Complainant's _____, 20__ Complaint, as clarified or amended without objection, on a voice vote. Entry of appropriate written findings and conclusions regarding Count __ will take place following the full hearing of this matter, or otherwise at an open meeting properly noticed pursuant to applicable law.

(vii) All pending motions are hereby dismissed, without prejudice to any party's ability to re-file or re-open motions on leave of the Commission. Any motion any party wishes to be heard must be made in writing to the Commission, with copies served on all parties. No action will be taken on any motion unless the motion is filed on or before_____, 20__.

IV. Conduct of hearing:

1. Allocation of time at full hearing: Each side is allotted 90 minutes. Each side may use the allotted time in any manner chosen. Staff will keep track of each party's time, and will notify the Commission and parties when the allotted time is completed. Opening statement, direct and cross examination of witnesses, argument over objections, and closing argument will all be allocated to the party examination of the witness, making the argument, arguing the objection, or otherwise addressing

the Commission, as in opening or closing. Once the party's 90 minutes is completed, that party may not present further evidence or argument.

2. Commission participation: Members of the Commission will be allowed to ask questions. Such questioning will not count against any party's allotted time. Parties are permitted to follow up on questions asked by Commissioners and answers received, but the time used in any follow-up questions, and answers, will be charged against the party asking following up.

3. Exhibits and Briefs:

A. Service and filing of exhibits: Exhibits shall be served and filed two weeks in advance of the full hearing. Electronic delivery is preferred, but hard/paper copies will be accepted.

B. Objections to exhibits must be filed one week prior to the full hearing. Responses are due 48 hours before the full hearing.

C. Admissibility of exhibits: Any exhibit not objected to will be deemed admissible. Objections to exhibits will be argued on the day of the full hearing, in advance of the presentation of testimony. Exhibits shall be offered at the full hearing by number; no objections will be permitted during the full hearing to the admissibility of the exhibit used, except as set forth below (impeachment exhibits).

D. Numbering exhibits: exhibit lists: Complainant will use exhibit numbers 1-20, Respondent will use exhibit numbers 21-40. Each submitting party will pre-number and pre-mark exhibits, and shall submit a list of all exhibits simultaneously with the exhibits served.

E. Impeachment exhibits: Any party may impeach any witness by exhibits offered to reflect on the credibility of the witness. Newspaper articles and other, similar documents may not be used for impeachment purposes unless the document was submitted in advance of, and opportunity was given for argument prior to, the full hearing. These are the only impeachment documents which must be pre-disclosed, in advance of the full hearing.

F. The full hearing will commence with argument over objections to exhibits and/or

witnesses. Time spent in such argument will be limited by the Chair to no more than ten minutes per side, but this time will not be counted toward the 90 minute allocation for each party. Time-counting will commence with item 5(A)(2), below.

G. Hearing Briefs: Parties must serve and file any briefing they wish the Commission to consider on week prior to the full hearing. No later-filed brief shall be considered by the Commission, unless prior to the full hearing, the Commission approves of such late filing.

4. Witnesses lists:

A. Witness lists shall be served on each party and filed with staff on or before _____, 20__. Any objections must be served and filed on or before _____, 2017. Requests for subpoenas shall be served and filed on or before _____,20__. The Commission will hold a special meeting on_____, 20__, two weeks before the full hearing, in order to issue subpoenas if requested, *inter alia*.

B. Witnesses shall testify under oath.

5. Conduct of hearing:

A. Presentation of testimony and argument at the full hearing shall occur as follows, subject to the time allocations and limitations set forth above:

1. Introduction of hearing by Commission Chair.

2. Opening Statement (non-argumentative summary of evidence to be presented) by Complainant. Time shall be counted toward party's allotted 90 minutes.

3. Presentation of Complainant's Case (Presentation of Witness and Documentary Evidence). Complainant calls witnesses.

4. Cross Examination of witnesses by Respondent.

5. Questions by Commission. (Time not counted against either party's allocation.)

6. Follow-up Questions by Complainant and Respondent.

7. Complainant rests.

8. Opening Statement (non-argumentative summary of evidence to be presented) by Respondent. Time shall be counted toward party's allotted 90 minutes.

9. Presentation of Respondent's Case (Presentation of Witness and Documentary Evidence). Respondent calls witnesses.

10. Cross Examination of witnesses by Complainant.

11. Questions by Commission. (Time not counted against either party's allocation.)

12. Follow-up Questions by Complainant and Respondent.

13. Respondent rests.

14. Final Arguments.

B. Rules of evidence: It is the intention of the Ethics Commission to hear all relevant evidence. Lack of conformity to state or federal rules of evidence goes to the weight, not the admissibility, of evidence. However, questions with the purpose or effect of harassing or intimidating a witness will not be tolerated. Cumulative or argumentative testimony, speculations of a witness, and testimony based solely upon hearsay are not helpful to the truth-finding process and may therefore be excluded, in the discretion of the Chair. Counsel are encouraged to point out to the Commission that the opposing party's evidence, in whole or in part, consists of evidence that could be deemed inadmissible under evidentiary rules applicable in other fora.

C. Motions to dismiss shall not be made or considered during the full hearing.

6. Evidentiary objections at full hearing: It is a part of the purpose of this Order to minimize the objections made at hearing to preserve the flow of evidence and complete the full hearing in a timely manner. However, parties retain the right to object when it is deemed advisable to do so.

Objections shall be directed to the Chair, who will alone determine the appropriate response to the objection. The Chair may consult with Commission counsel before ruling, but need not do so.

V. Issue to be decided following full hearing:

Whether Respondent _____violated SMC 01.04A.030 __ (State Facts of Alleged Conduct.)

VI. Waiver of Right to Hearing Prior to Date and Time Scheduled for Full Hearing, and Waiver of Objection of Same:

At prior hearings in this matter, the parties were given opportunity to object to the delays incurred in bringing this matter to full hearing. The delays have been caused by a desire to provide a fair hearing by accommodating both counsel. No party has objected. Accordingly, it is ordered that the parties and their attorneys have waived the right, if any, to have this matter heard prior to the date and time set forth in this Prehearing Order.

Approved by unanimous vote on the tenth day of _____, 20__.

_____

Chair, Spokane Ethics Commission

Agenda Sheet for City Council Meeting of: 04/15/2019		Date Rec'd	4/3/2019
		Clerk's File #	ORD C35758
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI KINNEAR 625-6261	Project #	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 - AN ORDINANCE REGARDING SPOKANE'S URBAN FORESTRY PROGRAM.		

Agenda Wording

An ordinance updating Spokane's urban forestry ordinance.

Summary (Background)

This ordinance is an update to the urban forestry ordinance and commits the City to aspirational goals concerning increasing the urban tree canopy. The ordinance also commits the city to updating the urban forestry plan every five years, and requires that the director of the urban forestry program coordinate with the neighborhood and business services division. The ordinance also creates new reforestation programs and maintains existing programs.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCCLATCHEY, BRIAN	**Study Session**	
Division Director		**Other**	PIES Committee, 3/12/19
Finance	HUGHES, MICHELLE	Distribution List	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35758

An ordinance regarding Spokane's Urban Forestry Program; amending Article V of chapter 12.02 of the Spokane Municipal Code.

WHEREAS, Spokane's urban forest provides many economic, health and environmental benefits for city residents and businesses; and

WHEREAS, trees produce oxygen and filter airborne particulates which improves Spokane's air quality; and

WHEREAS, trees improve water quality and reduce storm water runoff – reducing pollutants and mitigation costs; and

WHEREAS, trees save energy costs by providing shade, contributing to summer cooling, and moderating the effects of wind – according to the U.S. Forest Service's Center for Urban Forest Research, properly placing just three trees near a home can reduce that home's energy costs by up to 30%; and

WHEREAS, there are over 76,000 street trees which have been inventoried and analyzed for value and benefits in the City of Spokane, and those trees provide tangible financial value, such as:

- Over $700,000 in reduced heating and cooling costs annually,
- Over $75,000 in annual reductions of atmospheric CO2,
- Nearly $300,000 in annual savings for our storm water mitigation efforts due to rain interception and storage, and
- Lowered crime rates and increased marketability and property values of about $2,800,000 annually; and

WHEREAS, pavement which is shaded by trees will last 10 years longer than exposed pavement, resulting in less maintenance and savings in paving material and labor costs; and

WHEREAS, people are more likely to shop in business districts with treescaping and are likely to spend more when doing so; and

WHEREAS, patients with even just a view of greenery, such as parks, gardens, and/or trees, heal faster; and

WHEREAS, trees provide a wealth of wildlife habitat and are especially important in urban areas as connections to open space and wild areas; and

WHEREAS, studies have shown that properly-designed plantings of trees and shrubs can reduce the apparent loudness of urban areas by 6-10 decibels; and

WHEREAS, the City of Spokane recognizes the central part that trees play in our culture, our environment, and our city's distinctive character by adopting the Ponderosa Pine as our official city tree; and

WHEREAS, trees make our city more livable and a healthy urban forest plays important roles in our quality of life and the sustainability of Spokane's environment by lowering our energy costs, giving us clean air and clean water, imparting a distinctive character and beauty, enriching the aesthetic experience of the community, softening and screening urban development, providing habitat for wildlife, and adding to our history, civic pride and public life.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Article V of Chapter 12.02 of the Spokane Municipal Code is amended to read as follows:

Article V: Urban Forestry Program
Section 12.02.900 ((~~Urban Forestry Program~~))Findings, Purpose, and Intent

((~~A new article is created in chapter 12.02 SMC, designated Article V, Urban Forestry Program, to consist of SMC 12.02.900 through SMC 12.02.958.~~))

A. The City of Spokane recognizes that the design of the urban environment must ultimately be for the benefit of the quality of life of the human inhabitants, and that a healthy urban forest is a key component of the quality of life.
B. The focus of the urban forestry program is to balance competing needs of the community, in the context of limited municipal resources, while promoting and maintaining a healthy urban forest.
C. The City of Spokane intends, by enacting this chapter, to:
    a. promote the restoration and preservation of desirable trees and shrubs;
    b. advocate for the establishment and retention of adequate tree planting spaces while considering the community's desire for urban aesthetics; and
    c. as resources may allow, to address problems arising from improper planting, maintenance, or removal of trees and shrubs.
D. The implementation of this Article V is at all times subject to appropriations. It is not a purpose of this article to create or expand any duty, responsibility, or liability on the part of the City of Spokane, its officers, agents, employees, or contractors. Any such duty nonetheless deemed created does not extend to any specific or identifiable person or class. Additionally, nothing in this article and no action taken or inaction by the City, its officers, agents, employees, or contractors shall reduce the responsibility of other persons or entities for intentional or negligent acts or omissions, including failure to maintain their property, curtilage or related

areas with reasonable care. This subsection (D) controls all other provisions.

Section ((~~12.02.902~~))12.02.905 ((~~Purpose~~))Spokane Urban Forestry Plan and Goals

~~A.~~ ((~~The city council and park board recognize that the design of the urban environment must ultimately be for the benefit of the quality of life of the human inhabitants, and that a healthy urban forest is a key component of the quality of life. The focus of the urban forestry program will be on balancing competing needs of the community, in the context of limited municipal resources, while promoting and maintaining a healthy urban forest.~~

~~B.~~ ~~The purpose of this article is to promote and protect the public health, safety and general welfare through the initiation of an urban forestry program, including supervision of the planting, pruning, removal and maintenance of trees, shrubs, and other plants within the public rights-of-way and public places of the City and by offering education and assistance to citizens to promote a healthy urban forest.~~

~~C.~~ ~~It is also the intent of the city council to:~~

~~1.~~ ~~promote the restoration and preservation of desirable trees and shrubs;~~

~~2.~~ ~~advocate for the establishment and retention of adequate tree planting spaces while considering the community desire for urban aesthetics; and~~

~~3.~~ ~~as resources may allow, to address problems arising from improper planting, maintenance, or removal of trees and shrubs.~~

D. ~~The urban forestry program reflects a municipal goal, but its implementation may be subject to budget or other limitations or restrictions from time to time. It is not a purpose of this article to create or expand any duty, responsibility, or liability on the part of the City of Spokane, its officers, agents, employees, or contractors. Any such duty nonetheless deemed created does not extend to any specific or identifiable person or class. Additionally, nothing in this article and no action taken or inaction by the City, its officers, agents, employees, or contractors shall reduce the responsibility of other persons or entities for intentional or negligent acts or omissions, including failure to maintain their property, curtilage or related areas with reasonable care. This subsection (D) controls all other provisions.~~))

A. It is the goal of the City of Spokane that thirty percent (30%) of the total land area within the City of Spokane has a healthy and functioning tree canopy coverage by 2030.
B. It is a goal of the City of Spokane to create and maintain active re-forestation programs in Spokane.
C. Beginning on the effective date of this section, the City of Spokane will update its urban forestry plan at least every five (5) years.

Section 12.02.910 Definitions

((~~The following definitions, SMC 12.02.932 through SMC 12.02.958, apply to this article.~~))

A. "Arboricultural manual" means the Arboricultural Specifications and Standards of Practice for the City of Spokane which contains regulations and standards for the planting, pruning, removal, and maintenance of trees and shrubs on public property and a program for developing and improving the tree, shrub, and other plant resources of the community.

B. "Commercial tree work" means any work performed on street or public trees by a person retained by the property owner or public utility.

C. "Director" means the director of the parks and recreation division or the director's designee.

D. "Hazardous tree" means any tree or tree part that poses a high risk of damage to persons or property.

E. "Heritage tree" means a tree or collection of trees that is particularly desirable because it has valued, unique characteristics that set it apart from other similar trees as specified by SMC 12.02.975.

F. "Major pruning" means the pruning or cutting out of branches two inches (2") in diameter or greater, root pruning, cutting out of branches and limbs constituting greater than fifteen percent (15%) of the tree's foliage bearing area and pruning trees with branches that are within ten feet (10') of overhead power lines. The work shall retain the natural form of the tree.

G. "Minor pruning" means pruning or cutting out of water sprouts, suckers, twigs, or branches less than two inches (2") in diameter, or which constitutes less than fifteen percent (15%) of the tree's foliage bearing area. The work shall retain the natural form of the tree. Removal of dead wood, broken branches, and stubs are included within the definition of minor pruning. Minor pruning of street trees may be performed by the owner of the adjacent property without obtaining a permit from the City.

H. “Public place” means property owned in fee by the City of Spokane.

I. “Public Tree” is a tree on City-owned property. A public tree may also be a street tree.

J. “Public utility” means any organization that has a franchise to utilize the public rights-of-way.

K. “Right-of-way” means that strip of land:

1. dedicated for public travel, including the main traveled portions of the streets and sidewalks as well as parking or planting strips, pedestrian buffer strips, and other associated areas, or over which is built, public streets, sidewalks, or alleys for public travel; or

2. used for or dedicated to utilities installation within the right-of-way.

L. “Severe crown reduction” means the specific reduction in the overall size of a tree and/or the severe internodal cutting back of branches or limbs to stubs within the tree’s crown to such a degree as to remove the normal tree canopy and disfigure the tree. Severe crown reduction is not a form of pruning and, for street trees and trees within the public right-of-way, is prohibited.

M. “Street tree” means any tree or shrub located within the public right-of-way.

N. “Tree committee” means the urban forestry tree committee created by SMC 04.28.010.

O. “Tree lawn,” “parking strip,” and “planting strip” are used interchangeably to mean the area between the curb and sidewalk.

P. “Urban forestry plan” means a comprehensive plan addressing the long-term goals and strategic planning related to tree planting, pruning, removal, and maintenance needs of trees located in public places to encourage the sustainability of the urban forest. Neighborhood specific tree plans or neighborhood land use plans which incorporate sections or language related to public trees shall be incorporated in the general urban forestry plan and neighborhoods shall consider the urban forestry plan in the development of neighborhood specific tree plans or land use plans.

Section ((~~12.02.904~~))12.02.915 Urban Forestry Program

A. Establishment.

The urban forestry program is established within the parks and recreation

((~~department~~))division, which exercises jurisdiction over street trees and shrubs ((~~within the public rights-of-way~~))and trees and shrubs located in other public places as defined in SMC 12.02.910(H).

B. Responsible Official.
The director of parks and recreation is designated as the responsible official for administering the urban forestry program. The director may designate an employee as the urban forester to perform the duties to administer the program.

C. Authority.
1. The director regulates and permits the planting, pruning, removal, replacement, and maintenance of all street trees.
2. The director, with the advice and assistance of the tree committee, will prepare the Arboricultural Manual and associated administrative policy and will present the manual and administrative policy to the park board and city council((~~ for adoption)~~).
3. The director, with the advice and assistance of the tree committee, will prepare the urban forestry ((~~management~~)) plan and associated administrative policy and will present the plan and administrative policy to the park board, plan commission, and city council ~~for adoption~~.
4. The director examines all trees and shrubs within the scope of this article to determine whether they are contagiously diseased, dead, or hazardous, obstructing the right-of-way, or posing a threat to public safety, having the right to take samples from trees and shrubs for laboratory testing.
5. The director, with the advice and assistance of the tree committee, will develop a plan for assisting property owners with their street trees, which plan includes educational programs and criteria for financial assistance.
6. The director will develop educational programs for the public promoting proper urban forestry practices.
7. The director will facilitate the establishment of a citizen advisory committee to facilitate citizen participation in the urban forestry program.
8. In carrying out the duties prescribed by this section, the director shall consult and coordinate with the director of the neighborhood and business services division.

Section ((~~12.02.906~~))12.02.920 Hazard Evaluation Criteria

Municipal response to tree or other hazards within the scope of this article is in the City's sole discretion. In prioritizing a response, City officials may use the International Society of Arboriculture's ((~~twelve-point hazard evaluation~~

~~system~~))current best practices for Tree Risk Assessment, but no obligation to act is created.

Section ((~~12.02.908~~))12.02.925 Abutting Owner Responsibilities – City Tree Maintenance List

A. Abutting property owners are responsible for the following:
    1. Protection of street tree health by obtaining all permits as required by this article for planting, removal, or pruning of street trees. The property owners may perform minor pruning of street trees ((~~on~~)) abutting their property without obtaining a permit.
    2. Care and maintenance of the tree lawn to ensure proper health of the trees.
    3. Removal and replacement of street trees which are topped or improperly pruned if the director determines that a street tree's health is severely degraded.
    4. Care and maintenance of trees on their property in such a way as to not cause a hazard to the public safety or to the health of public, landmark or street trees.
    5. Removal of trees located on their property that have been declared a public nuisance or hazard.
    6. Abutting property owners must exercise reasonable care in the use or condition of their property so as not to render the right-of-way unsafe for ordinary travel or to endanger persons or property of persons using the right-of-way. Abutting property conditions may include planting or allowing trees, shrubs, plants, or other natural or human placed installations which affect the right-of-way directly or indirectly. Uses include a use with may cause or promote damage, unauthorized alteration, or interference with the right-of-way, not by way of limitation. The abutting property includes the curtilage and areas in or near the right-of-way, whether or not actively used for public travel.

B. Any duty imposed upon a property owner applies jointly and severally to a property occupant, but enforcement action against an occupant does not release the owner from ultimate responsibility hereunder.

C. Sometimes, funding may become available for the ((~~park department~~))program to assist in planting new street trees, pruning, removal, or otherwise helping with street tree maintenance for street trees on tree lawns. This effort may arise in low income neighborhoods or become available through community development federal funding or other public or private resources. No action by the ((~~park department~~))program shall relieve a property owner of an obligation under this article except to the extent the ((~~park department~~))program may be

able to assist and support the property owner, and no municipal duty is created thereby. If a new street tree is proposed to be planted, the ((~~park department~~))program shall work with the abutting property owner to confirm the owner's understanding of owner's responsibilities under this article. Specific reference is made to policy NE 12.5 in the Natural Environment chapter of the City of Spokane comprehensive plan, which provides for a policy of "no net loss" in street trees, explaining that street tree removal should only be granted when a tree is determined by the City to be sick, damaged, or near the end of life. This does not restrict removal for public health and safety reasons, in the determination of public safety officials.

D. The director may develop a maintenance list for street trees or other trees in certain areas where the ((~~department~~))program is able to perform tree maintenance work. Except in such circumstances, and only to the extent resources may be available, ((~~or to the extent SMC 12.02.935(F) may apply,~~)) actions taken under this article are at the cost and liability of the abutting property owner or other responsible party or parties, as may be determined by the director.

((~~**Section 12.02.930 Definitions**~~

~~The following definitions, SMC 12.02.932 through SMC 12.02.958, apply to this article.~~

~~**Section 12.02.932 "Arboricultural Manual" Defined**~~

~~"Arboricultural manual" means the Arboricultural Specifications and Standards of Practice for the City of Spokane which contains regulations and standards for the planting, pruning, removal, and maintenance of trees and shrubs on public property and a program for developing and improving the tree, shrub, and other plant resources of the community.~~

~~**Section 12.02.934 "Commercial Tree Work" Defined**~~

~~"Commercial tree work" means any work performed on street or public trees by a person retained by the property owner or public utility.~~

~~**Section 12.02.936 "Director" Defined**~~

~~"Director" means the director of the parks and recreation department or the director's designee.~~

~~**Section 12.02.938 "Hazardous Tree" Defined**~~

~~"Hazardous tree" means any tree or tree part that poses a high risk of damage to persons or property.~~

~~Section 12.02.940 "Person" Defined~~

~~See SMC 1.02.100.~~

~~Section 12.02.942 "Pruning" Defined~~

A. ~~"Major pruning" means the pruning or cutting out of branches three inches in diameter or greater, root pruning, or cutting out of branches and limbs constituting greater than fifteen percent of the tree's foliage bearing area. The work shall retain the natural form of the tree.~~

B. ~~"Minor pruning" means pruning or cutting out of water sprouts, suckers, twigs, or branches less than three inches in diameter, or which constitutes less than fifteen percent of the tree's foliage bearing area. The work shall retain the natural form of the tree. Removal of dead wood, broken branches, and stubs are included within the definition of minor pruning. Minor pruning may be performed by the property owner without obtaining a permit from the City.~~

~~Section 12.02.944 "Public Place" Defined~~

~~"Public place" means property owned in fee by the City of Spokane.~~

~~Section 12.02.945 "Public Tree" Defined~~

~~"Public Tree" is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. "City-owned property" does not refer to the right-of-way.~~

~~Section 12.02.946 "Public Utility" Defined~~

~~"Public utility" means any organization that has a franchise to utilize the public rights-of-way.~~

~~Section 12.02.948 "Right-of-way" Defined~~

~~"Right-of-way" means that strip of land:~~

A. ~~dedicated for public travel, including the main traveled portions of the streets and sidewalks as well as parking or planting strips, pedestrian buffer strips, and other associated areas, or over which is built, public streets, sidewalks, or alleys for public travel; or~~

B. used for or dedicated to utilities installation within the right-of-way.

The "right-of-way" is typically an easement over the land of the abutting property owner.

Section 12.02.950 "Severe Crown Reduction" Defined

"Severe crown reduction" means the specific reduction in the overall size of a tree and/or the severe internodal cutting back of branches or limbs to stubs within the tree's crown to such a degree as to remove the normal tree canopy and disfigure the tree. Severe crown reduction is not a form of pruning.

Section 12.02.952 "Street Tree" Defined

"Street tree" means any tree or shrub located within the public right-of-way.

Section 12.02.954 "Tree Committee" Defined

"Tree committee" means the urban forestry tree committee created by chapter 4.28 SMC.

Section 12.02.956 "Tree Lawn" Defined

"Tree lawn" means the area within the right-of-way easement, generally the lawn between the curb and sidewalk; also known as the "parking or planting strip."

Section 12.02.958 "Vegetation Management Plan" Defined

"Vegetation management plan" means a comprehensive plan addressing the long-term goals and strategic planning related to tree planting, pruning, removal, and maintenance needs of community trees to encourage the sustainability of the urban forest. Neighborhood specific tree plans or neighborhood land use plans which incorporate sections or language related to public trees shall be incorporated in the general vegetation management plan and neighborhoods shall consider the vegetation management plan in the development of neighborhood specific tree plans or land use plans.))

Section ((12.02.910))12.02.960 Tree Permit Required

A. Pruning and Removal of Trees.
No person may perform major pruning ((~~of trees,~~)) or cause or authorize any person to prune or remove street trees((~~,~~)) or trees located in planting strips((~~, rights-of-way,~~)) or other public places without first filing an application and obtaining a street tree pruning/removal permit from the City.

1. Application Data.
   The application must state the location, number, and kind of trees to be pruned or removed; the kind of maintenance or other work to be done; and such other information as the director may find reasonably necessary to a fair determination of whether a permit should be issued.
2. Standards for Issuance.
   The director issues the permit if in his or her judgment the proposed work is consistent with the ordinance and the proposed method and workmanship are satisfactory.
3. Time.
   Any permit issued shall contain a date of expiration and the work must be completed in the time allowed on the permit.
4. Major Pruning.
   The City requires that the pruning be performed by a person licensed by the City pursuant to SMC 10.25.010.

B. Planting of Trees.
   No person may plant a tree in any City rights-of-way without first obtaining a street tree permit from the City.

C. Notice of Completion.
   A notice of work completion concerning tree planting, removal, or major pruning must be given by the permit holder within five days to the director for inspection. Inspection shall be completed within ten working days.

D. Annual Permit for City Departments and Utilities with Easements or Franchises Within the Rights-of-Way.
   City departments and utilities may apply for an annual permit to perform pruning, planting, or removal of street trees ((~~within the rights-of-way~~)). The permit application must include an annual plan that identifies work that will be done during the year. The permit holder must file quarterly reports which will identify all work done on street trees and trees in public places.

E. Emergency Pruning and Removal.
   If immediate removal or major pruning is required to protect the health and safety of the public, tree work to mitigate the immediate hazard may be performed without a permit. The director must be notified on the first working day after the tree work is begun and a permit must be obtained. In the case of a declaration of emergency notification may be made within a reasonable time.

F. The director may decline to issue a permit, or revoke a permit issued, to any person who refuses or neglects to comply with any of the provisions of this code.

Section ((~~12.02.912~~))12.02.965 Removal, Pruning of Trees and Shrubs

A. The director may authorize or order removal of or may remove street trees and shrubs situated within the rights-of-way, or other treatment or pruning, whenever one or more of the following criteria are met:
    1. The tree or shrub is hazardous ((~~or other good cause~~)) as determined by SMC 12.02.920.
    2. The tree or shrub is damaging public improvements or public utilities and removal is necessary because of the installation of, or potential or actual damage to, a sidewalk, parkway, curb, gutter, pavement, sewer line, underground utility or other municipal improvement.
    3. There is infection or infestation of trees or shrubs with a disease or pest detrimental to the growth, health or life of such trees and which infection or infestation cannot be controlled or removed.
    4. The vegetation obstructs rights-of-way, authorized traffic signs or is determined to interfere with line of sight or creates other identified traffic or safety concerns.
    5. The tree's health is severely degraded because of improper pruning, including severe crown reduction.

B. When the engineering services department determines that vegetation obstructs a public right-of-way, it notifies the director. Unless an emergency requires immediate abatement by the City, the director may utilize the procedures in SMC ((~~10.20.020~~))12.02.0210 ((~~SMC 12.02.930,~~)) or any other lawful means for pruning or removal.

C. As a condition of removal, the director requires replacement with trees or shrubs that are appropriate for the location, unless replacement is not possible.

D. If a street tree is to be removed at the order of the director, unless immediate removal is necessary to protect public health and safety, he notifies the property owner and tenants thirty (30) days prior to the proposed date of removal. The notice states the reason(s) for the removal and the proposed date of the removal. An order of removal may include an estimated cost and provide the property owner with the option of procuring removing within a time specified by authorized persons, but no estimate shall bind the City to accept any amount less than the true and actual cost determined after corrective action is taken.

E. For City projects which will require removing one or more trees, the department will notify the property owner and tenants thirty (30) days prior to the proposed date of removal. A copy of the notice shall also be delivered to the department of neighborhood services and code

enforcement within the same time frame.

F. Questions affecting right-of-way management are referred to the director of the engineering services department. The parks and recreation director may also refer inquiries about interdepartmental assistance to the director of engineering services, where a healthy tree may be preserved with extra measures involving additional cost or expense, on a site by site basis.

Section ((~~12.02.914~~))12.02.970 Tree Protection, Conservation and Preservation

A. All street and public trees near any excavation, demolition, or construction of any building, structure, street, or utility work must be sufficiently guarded and protected by those responsible for such work as to minimize potential injury to said trees and to maximize their chance for survival. When street and public trees are near the project, any construction permits issued by the City must be approved by the director, who may require protective measures as specified in the Arboricultural Manual.

B. No person may destroy, injure, or deface any street tree or public tree on public property by any means, including, but not limited to, the following methods:
   1. Impede the free passage of water, air, or fertilizer to the roots of any tree, shrub, or other plant by depositing vehicles, concrete, asphalt, plastic sheeting, or other material detrimental to trees or shrubs on the tree lawn or on the ground near any tree((~~.~~));
   2. Pour any toxic material on any tree or on the ground near any tree((~~.~~));
   3. Cause or encourage any fire or burning near or around any tree((~~.~~));
   4. Severely reduce the tree crown((~~except when pruning of trees under utility wires or obstructing the right-of-way as allowed by a permit issued by the director~~)). Removal or replacement is preferred to severe crown reduction((~~.~~));
   5. Carve or attach any sign, poster, notice, or other object on any tree or fasten any rope, wire, cable, nails, screws, staples, or other device to any tree except as used to support a young or broken tree; however, nothing in this section shall be construed in such a manner that it forbids lighting of a decorative or seasonal nature, provided that such lighting is not attached in such a way as to cause permanent damage to the tree((~~.~~)); or
   6. Plant trees reaching an expected mature height of twenty-five feet (25') or more under overhead power lines.

C. No person may prevent, delay, or interfere with the director, or the director's designee, or any City employee in the execution or enforcement of the provisions of this article or otherwise violate this Article V.

D. Any person responsible for a violation of this section must pay the cost of repairing or replacing any tree or shrub damaged by the violation and may be subject to treble the amount of damages assessed in any enforcement action brought by the City, pursuant to RCW 64.12.030. The value of trees and shrubs is to be determined in accordance with the latest revision of the Guide for Plant Appraisals as published by the International Society of Arboriculture.

E. In addition to remedies under subsection (D) of this section, violation of this section is a class 1 civil infraction. The director has the discretion to issue a warning for a first-time violation.

Section ((~~12.02.916~~))12.02.975 Protection of Public and Private Historic and Heritage Trees

A. The historic and heritage tree preservation designation recognizes the significance of trees to the City. A tree may be retained beyond its useful life because of its contribution to the environment and City character. The intent of this ordinance is to balance the preservation of historic and heritage trees with the growth and development of the City of Spokane. A heritage or historical tree is designated by the tree committee based on the following criteria:
    1. Has historical significance to a person, place, or event.
    2. Has attained significant size in height, caliper, or canopy spread for its age and species.
    3. Has special aesthetic qualities for its species.
    4. Is prominently visible to the public, along major roads, or public places.
    5. Possesses rare horticulture value.
    6. Is not a hazard or obstruction.
    7. The owner of the tree agrees in writing to the "Heritage" designation of the tree and has complied with the nomination steps set forth in subsection D of this section.

B. The purpose of the heritage tree program shall be to accomplish the following:
    1. Increase public awareness of trees in general and specifically Spokane's urban forest.

2. Draw attention to and protect those significant heritage trees that are unique within the terms of ((~~as specified by~~))this section((~~SMC 12.02.916~~)).
3. Provide publicity for increased awareness of the purpose and activities of the Spokane urban forestry tree committee (UFTC), the UFTC citizen advisory committee and the urban forestry program.
4. Encourage public participation in the identification and perpetuation of heritage trees throughout the City.

C. ((~~The definition of "heritage tree" is a tree or collection of trees that is particularly desirable because it has valued, unique characteristics that set it apart from other similar trees as specified by SMC 12.02.916.~~))

D. The process for nomination shall be as follows:
    1. Any individual or group of individuals interested in identifying and preserving heritage trees may nominate a tree or trees on any Spokane City property for "heritage" status.
    2. The city council may nominate a tree or collection of trees on City property for heritage tree status.
    3. Heritage tree nominations shall be submitted to the urban forest tree committee on nomination forms provided by the urban forestry program of the City.
    4. The nomination shall at least include:
        a. a description of the tree nominated;
        b. the characteristics that merit the tree being designated for heritage tree status, (as designated within the terms of this section)((~~in SMC 12.02.916~~))) including the history of the tree, if known;
        c. a photograph of the tree; and
        d. a map locating the tree.
    5. The owner of the property on which the nominated tree is located shall agree to the nomination by signing the consent statement on the nominating form.
    6. The owner of the property on which the nominated tree is located must agree in writing to allow the tree to be placed on a City map of heritage trees.
    7. To inform future property owners, the owner of the property will be encouraged in the notification letter to record a notice to title indicating the location of the heritage tree on the property.
    8. Upon recommendation by the urban forest tree committee, the council may remove designation of any tree as a heritage tree if it finds that such designation is no longer appropriate.

E. The authority and process for designation of heritage trees shall be as follows:
    1. The urban forest tree committee (UFTC) shall consider heritage tree nominations at their regular meetings, using the heritage tree designation guidance document to make their determination. The consideration meetings should take place within two months from receipt of a nomination. No tree may be given heritage tree status unless a quorum of UFTC members discuss and vote in favor of the heritage tree nomination.
    2. Criteria to be considered by the urban forest tree committee for recommending a nomination for heritage tree status shall include the following (as designated within the terms of this section((~~by SMC 12.02.916~~))):
        a. Has historical significance to a person, place, or event.
        b. Has attained significant size in height, caliper, or canopy spread for its age and species.
        c. Has special aesthetic qualities for its species.
        d. Is prominently visible to the public, along major roads or public places.
        e. Possesses rare horticultural value.
        f. Is not a hazard or obstruction.
        g. The owner of the tree agrees in writing to the “heritage” designation of the tree and has complied with the nomination steps set forth in subsection D of this section.
    3. All heritage trees will be identified and recorded in a register maintained by the urban forestry tree committee and the urban forestry program.
    4. Notice of all trees identified as heritage trees by the urban forest tree committee shall be forwarded to the mayor. All designated trees, including names of the nominator and the property owner, will then be acknowledged in a letter from the mayor to the nominator and property owner. This letter will be provided by the urban forestry program to the mayor’s staff. Further individual heritage tree publicity is at the discretion of the mayor and the urban forest tree committee, such as proclamations and publicity releases.
    5. The urban forest tree committee shall give biannual updates to the city council on the number of trees designated.

F. The city will provide the owner with a professional arborist’s assessment of the health of the tree and recommendations for maintaining the tree according to accepted pruning and care standards.

G. A heritage tree or collection of trees is retained by the property owner and does not become the property or responsibility of the City. The property owner is responsible for all maintenance and liability issues pertaining to the tree or trees. Prior to removal of a heritage tree, a property owner must consult with the urban forest tree committee, as specified on the consent form. The City strongly encourages all heritage tree property owners to retain these significant tree(s). However, a heritage tree designation does not prohibit a property owner from developing a property and/or removing the heritage tree or trees subject to the City's tree retention regulations.

H. The tree committee may establish additional procedures for nomination of heritage trees consistent with this section. A registry of historic trees is maintained and the designation is indicated on the City tree inventory.

Section ((~~12.02.918~~))12.02.980 Disposal of Urban Forest Products

The urban forester may sell wood and other forest products generated during urban forestry and park operations. The proceeds from such sales will be deposited in the urban forestry fund, as provided in SMC 07.08.135.

Section ((~~12.02.920~~))12.02.985 Appeal

Decisions of the director under SMC ((~~12.02.910~~))12.02.930 and SMC ((~~12.02.912~~)) 12.02.935 may be appealed by the property owner to the ((~~tree committee~~))hearing examiner within thirty (30) days of receipt of the permit denial or the director's decision. The appeal notice must be in writing and submitted to the director. The notice must include, at a minimum, the following information:

A. Name, address and telephone number of applicant.

B. Location of trees involved in the appeal.

C. Decision being appealed; and

D. A concise statement of the reasons for appeal.

((~~The appeal is heard at the next regularly scheduled meeting of tree committee following receipt of the notice of appeal. Decisions of the tree committee may be appealed to the hearing examiner by filing a notice of appeal with the director within fifteen days of the tree committee's decision with a copy also filed with the City hearing examiner.~~)) Any appeal from the decision of the hearing examiner is by writ to the appropriate court. There is no right of stay of any order pending appeal unless allowed by the director, conditioned upon posting of a bond or other security or requirements as the director may order.((~~ An appealing party may request emergency review of a director's denial or conditioning of any stay,~~

~~pending appeal, by the chair of the tree committee. Consideration of such a request is at the chair's sole discretion.~~))

PASSED by the City Council on _____.

_____
Council President

Attest:

Approved as to form:

_____
City Clerk

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 04/22/2019		Date Rec'd	4/11/2019
		Clerk's File #	ORD C35762
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	4700- VACATION OF A PORTION OF CLIFF AVE WEST OF GRAND BLVD		

Agenda Wording

Vacation of a portion of Cliff Avenue right-of-way west of Grand Blvd., as requested by Randall Jacobson.

Summary (Background)

At its legislative session held on March 18, 2019, the City Council set a hearing on the above vacation for April 22, 2019. Staff has solicited responses from all concerned parties.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	**Study Session**	Urban Experience 10/8/18
Division Director	CORTRIGHT, CARLY	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	ejohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ebrown@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		ccortright@spokanecity.org	
		sbishop@spokanecity.org	
		dnorman@spokanecity.org	

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35762

An ordinance vacating a portion of Cliff Avenue right-of-way;

WHEREAS, a petition for the vacation of a portion of Cliff Avenue right-of-way, more particularly described below, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That a portion of Cliff Avenue right-of-way more particularly described below is hereby vacated. Parcel number not assigned.

That portion of Cliff Avenue described as follows:

Beginning at the northwest corner of Block 28, Resurvey of Cliff Park Addition, according to the plat recorded in Volume “E” of Plats, Page 65, in the City of Spokane, Spokane County, Washington;

Thence north along the extended west line of said Block 28, a distance of 25.00 feet;

Thence southwesterly to the intersection with the extended centerline of vacated Browne Street and a point 18.38 feet north from the northerly terminus of said centerline;

Thence southerly on said extended centerline of Browne Street, a distance of 18.38 feet to the south line of said Cliff Avenue;

Thence northeast on the south line of said Cliff Avenue, a distance of 35.00 feet, more or less to the point of beginning.

Section 2. An easement is retained over and through the west 20 feet of the vacated area

for the City of Spokane to protect an existing water main. No structures can be built within the easement without the permission of the City Engineer.

Passed the City Council _____

_____
Council President

Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
March 1, 2019

LOCATION: A portion of the south side of Cliff Ave RW west of Grand Blvd.

PROPONENT: Randall Jacobson

PURPOSE: Beautify the neighborhood and landscape.

HEARING: April 22, 2019

REPORTS:

AVISTA UTILITIES – Avista utilities has reviewed this request and has the following comments:

The area of vacation is subject to an easement reserved in Ordinance C-26276. After reviewing our gas and electric facilities in the neighborhood, Avista is agreeable in releasing the easement in the area of interest.

I no additional comment or concerns.

COMCAST – Comcast has reviewed the Right of Way request. We have no problem with the Right of Way Vacation.

ZAYO COMMUNICATIONS – Zayo has no issues, comments, or concerns related to this request.

INLAND POWER & LIGHT – Inland Power & Light has no facilities within the proposed area.

CENTURYLINK – CenturyLink has no objections to the above referenced city vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No Comments

FIRE DEPARTMENT - No Comments

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT - No Comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – No Objection

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No Comments

PLANNING & DEVELOPMENT – PLANNING – No concern.

POLICE DEPARTMENT - No Comments

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT - No Comments

WASTEWATER MANAGEMENT - No Comments

WATER DEPARTMENT - No Comments

BICYCLE ADVISORY BOARD - No Comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be $6,072.00 and is to be deposited to Budget Account #3200 49199 99999 39510.

2. An easement is to be reserved over the west 20 feet of the vacated area for the City of Spokane, to protect an existing water main.

3. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2020.**

Eldon Brown, P.E.
Principal Engineer – Planning & Development

Eldon W. Brown

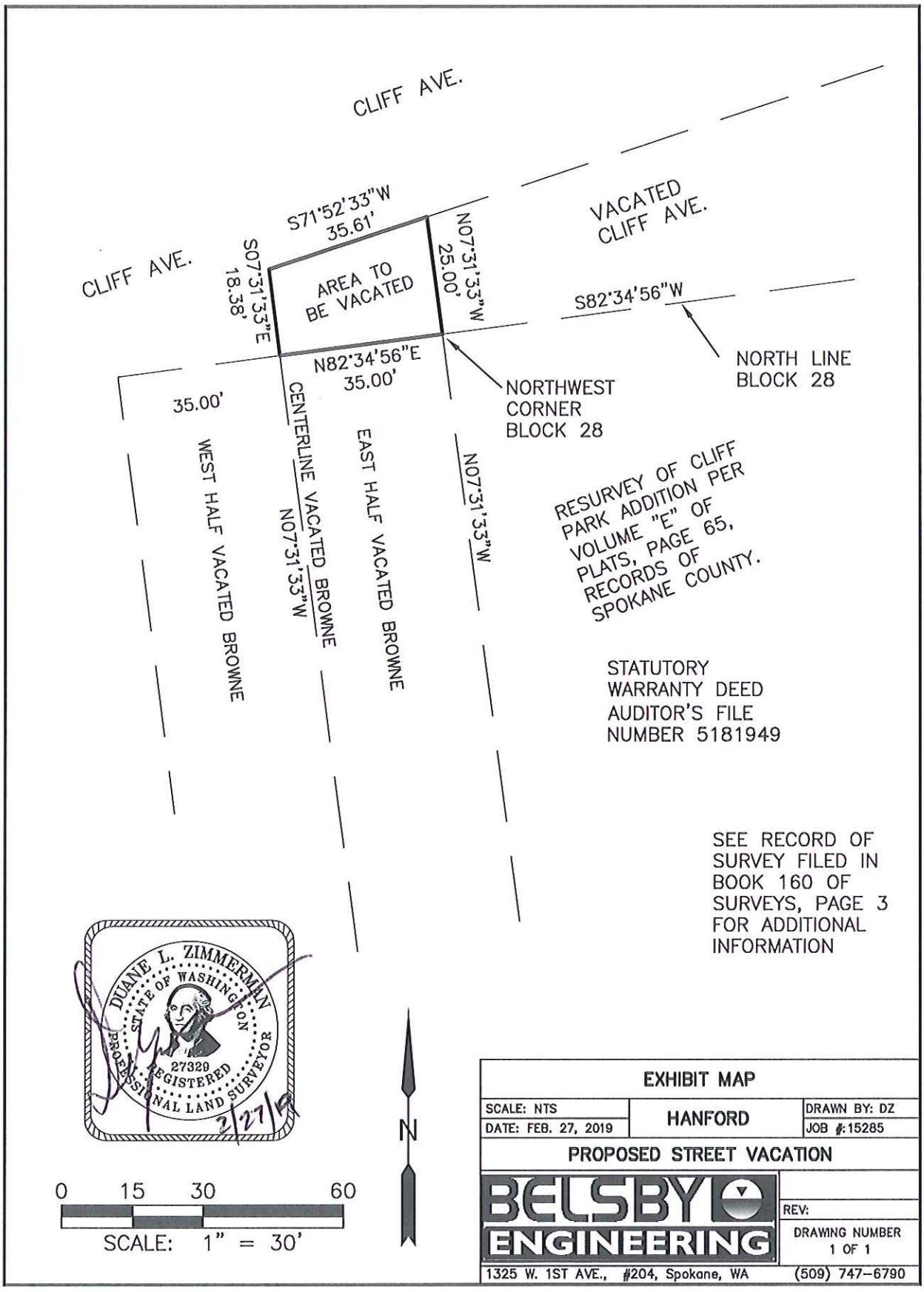


EXHIBIT MAP

SCALE: NTS	HANFORD	DRAWN BY: DZ
DATE: FEB. 27, 2019		JOB #:15285

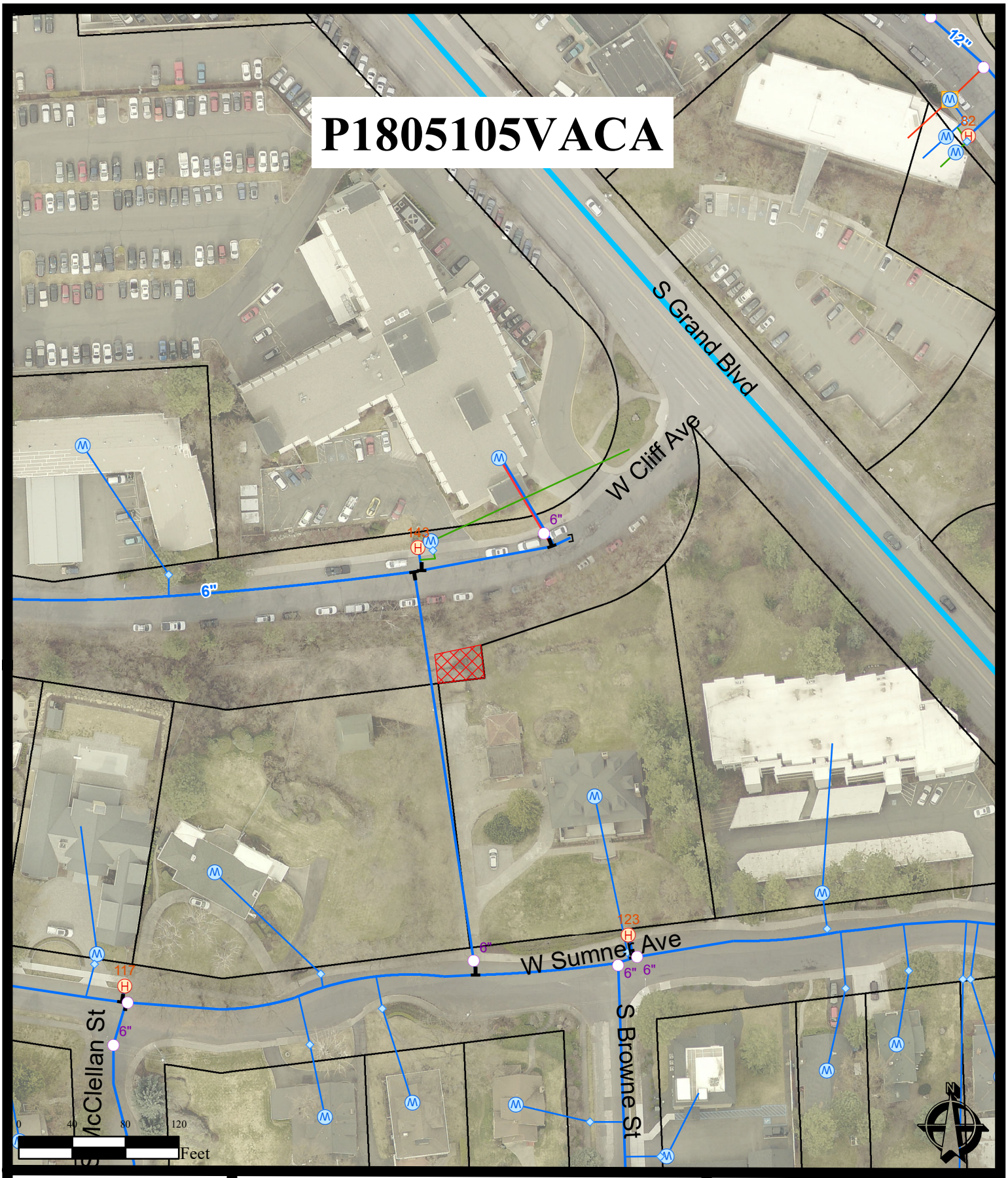
PROPOSED STREET VACATION

BELSBY ENGINEERING

REV:

DRAWING NUMBER 1 OF 1

1325 W. 1ST AVE., #204, Spokane, WA (509) 747-6790



CITY OF SPOKANE

Right-of-way Vacation:
A portion of Cliff Ave RW
west of Grand Blvd

Legend

Vacation Area

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

Geographic Information System

Printed by: edjohnson Print date: 3/19/2019