

## **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, MAY 20, 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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

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](http://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](mailto: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. Purchase by Fleet Services from Bergkamp, Inc. utilizing Sourcewell Contract #052417-BGK for a pothole truck for the Street Department—\$207,241.06 (incl. tax).<br><b>David Paine</b>   | Approve<br>All | OPR 2019-0357 |
| 2. Purchases by Fleet Services for the Police Department utilizing Washington State Contract #05916 for:  |                |               |
| a. 28 Ford Police K8s and 3 Ford F150s from Columbia Ford—\$1,339,356.80 (incl. tax).   |                | OPR 2019-0358 |
| b. 2 BMW Police Pursuit Motorcycles from Donolson Corp.—\$80,146.47.<br><b>David Paine</b>  |                | OPR 2019-0359 |
| 3. Contract Extension with Washington State Department of Corrections to provide a community restitution work crew utilizing Municipal Court offenders from January 1, 2019, through December 31, 2020—not to exceed \$55,000 per year.<br><b>Michael Diamond</b> | Approve        | OPR 2015-0214 |
| 4. Spokane Youth Card Agreement with Spokane Transit Authority for Spokane Youth Card Pilot Program which   | Approve        | OPR 2019-0362 |

will allow School District 81 students to ride the STA bus system for free and to access all free City services from June 13, 2019, through September 15, 2019—\$65,000.

**Gavin Cooley**

- |                      |   |                               |                             |
|----------------------|---|-------------------------------|-----------------------------|
| 5.                   | Recommendation to list the Leland Hotel, 221 West Riverside Avenue on the Spokane Register of Historic Places.  | Approve & Authorize Agreement | OPR 2019-0363               |
| <b>Megan Duvall</b>  |   |                               |                             |
| 6.                   | Contract with Systems and Software for new Utility Information System, including licensing for enQuesta 6 product and professional services implementation, from May 15, 2019, through May 14, 2022—\$3,306,921.78 (incl. tax).                             | Approve                       | OPR 2019-0364<br>RFP4480-18 |
| <b>Scott Simmons</b> |   |                               |                             |
| 7.                   | Report of the Mayor of pending:   | Approve & Authorize Payments  | CPR 2019-0002               |
|                      | 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 \$_____. |                               |                             |
|                      | b. Payroll claims of previously approved obligations through_____, 2019: \$_____.   |                               | CPR 2019-0003               |
| 8.                   | City Council Meeting Minutes: _____, 2019.  | Approve All                   | CPR 2019-0013               |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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# 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**

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## COUNCIL COMMITTEE REPORTS

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

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## 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).

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## LEGISLATIVE AGENDA

**NO SPECIAL BUDGET ORDINANCE**

**EMERGENCY ORDINANCES**

<b>ORD C35775</b>	<b>Amending ORD C21386 removing utility easements no longer needed; and declaring an emergency. (This ordinance relates to the vacation of Rich Avenue from the east line of Market Street to the west line of the Burlington Northern, Inc. right of way.)</b> <b>Louis Meuler</b>
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## NO RESOLUTIONS

### FINAL READING ORDINANCE

(Requires Four Affirmative, Recorded Roll Call Votes)

- ORD C35762 Vacating a portion of Cliff Avenue right-of-way. (First Reading held April 22, 2019)  
**Eldon Brown**

### FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

- ORD C35774 Relating to the use of City-Authorized Utility Vehicles on public property under the city's jurisdiction for health and safety purposes, and adopting a new Chapter 16A.65 of the Spokane Municipal Code.  
**Council Member Kinnear**

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## NO SPECIAL CONSIDERATIONS

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### HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

#### RECOMMENDATION

- |  |                  |               |
|--|------------------|---------------|
| H1. Hearing on appeal by Winston & Cashatt, representing the Applicant, Greenstone, and Kelly Puzio, Citizen, of the Hearing Examiner's January 15, 2019, decision on a preliminary plat/PUD Application (Z18-598PPUD).<br><b>Mike Piccolo</b> | Council Decision | LGL 2019-0016 |
|--|------------------|---------------|

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**Motion to Approve Advance Agenda for May 20, 2019**  
(per Council Rule 2.1.2)

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### 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 May 20, 2019, Regular Legislative Session of the City Council will be held and then is adjourned to June 3, 2019.

**Note:** The regularly scheduled City Council meeting for Tuesday, May 28, 2019, has been canceled. (There is no meeting on Monday, May 27, 2019, due to the recognized observance of the Memorial Day holiday.)

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## **NOTES**

**Agenda Sheet for City Council Meeting of:**

05/20/2019

<u>Date Rec'd</u>	5/8/2019
<u>Clerk's File #</u>	OPR 2019-0357
<u>Renews #</u>	

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 #	D0528482
Agenda Item Name	5100-PURCHASE OF POTHOLE TRUCK		

Agenda Wording

Fleet Services would like to purchase a Pothole Truck for the Street department using Sourcewell Contract #052417-BGK for \$207,241.06, including tax, from Bergkamp Inc.

Summary (Background)


The Pothole Truck will replace a truck that has reached the end of its economic life. We recommend approval for the purchase of a Pothole Truck. Funding for the Pothole Truck is included in the Replacement Fund.

<u>Fiscal Impact</u>	Grant related?	NO	<u>Budget Account</u>
	Public Works?	NO	
Expense	\$ 207,241.06		# 5110-71700-94000-56413
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>			<u>Council Notifications</u>
<u>Dept Head</u>	PAINE, DAVID		<u>Study Session</u> 5/6/2019
<u>Division Director</u>	FEIST, MARLENE		<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY		<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI		dpaine, mmartinez
<u>For the Mayor</u>	ORMSBY, MICHAEL		
Additional Approvals			
<u>Purchasing</u>			
<u>STREETS</u>	HARRIS, CLINT E.		

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of Pothole Truck
<b>Date:</b>	May 6, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase a Pothole Truck for the Street department using Sourcewell Contract #052417-BGK for \$207,241.06, including tax, from Bergkamp Inc.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Pothole Truck will replace a truck that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of a Pothole Truck.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for the Pothole Truck is included in the Replacement Fund.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Sourcewell CONTRACT PRICING WORKSHEET For Roadway Maintenance Equipment Purchases		Contract No.	052417-BGK	Date Prepared:	4/18/2019
					
Buying Agency:	City of Spokane	Contractor:	Bergkamp Inc.		
Contact Person:	Ms. Micaela Martinez	Prepared By:	Jennifer A Straus		
Address:	915 N. Nelson Street, Spokane WA 99202	Phone:	254-717-3664		
Phone:	909-368-1476	Fax:			
Email:	<a href="mailto:mmartinez@spokanecity.org">mmartinez@spokanecity.org</a>	Email:	<a href="mailto:jennifers@bergkampinc.com">jennifers@bergkampinc.com</a>		
Secondary Contact					
Phone:					
Email:					
Chassis Provider					
Contact					
Phone:					
Email:					
Description:	Bergkamp FP5 Flameless Patcher				
<b>A. Product Item Base Unit Price Per Sourcewell Contract #052417-BGK: FP5 Base Price Includes, but is Not Limited to:</b> InPave® Telematics Technology, Dual Auger Motor System, Full Length Reversible Agitator, Powered by hydraulically-driven AC electric generator, Live PTO for hydraulic power at all engine or travel speeds, Electric Overnight Heating system w/ Cord, 80 gallon Tack Tank, Air/Tack Wand w/ Recirculating Cleanout System, Cleaning Fluid Tank (15 gal.), Mounting on Customers' Chassis at Bergkamp Factory Color:, 12 Month Warranty					\$94,760.00
<b>B. The Patcher Body Options, Delivery and Service Items</b>					
Description		Cost	Description		Cost
Wacker Packer Model VP1550 AW		\$4,730.00			
JKH Stanley Model BR67 Pavement Breaker on Retractable Hose Reel		\$3,365.00			
BUC Single Back Up Camera w/ Night Vision & Audio		\$1,900.00			
PTH Propane Torch & Mounted 20# Bottle		\$765.00			
CHA Cone Holder		\$220.00			
Dual Wand Cleaning System ( one front & one rear)		\$425.00			
Pivot Tack System		\$2,939.00			
Ten Light LED Arrowboard		\$1,875.00			
Delivery and training		\$4,600.00			
Pedestal mounted single strobe		\$730.00			
Mounting charge is included in base price					
Silver B Fit visit included in base price			Subtotal From Additional Sheet(s):		
			Subtotal B:		\$21,549.00
<b>D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)</b>					
Quantity Ordered:	1	X Subtotal of A + B :	\$116,309.00	=	Subtotal C: \$116,309.00
<b>E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.</b>					
Description		Cost	Description		Cost
2019 Kenworth Cab & Chassis Model T370 compatible with the Bergkamp FP5		\$73,995			
			Subtotal D:		73995
Delivery Date:	Approx. 150 days after PO is received or 30 days after delivery of chassis to our factory whichever is the last event to occur		F. Total Purchase Price (C+D):		\$190,304.00



**Agenda Sheet for City Council Meeting of:**

05/20/2019

<u>Date Rec'd</u>	5/8/2019
<u>Clerk's File #</u>	OPR 2019-0358
<u>Renews #</u>	

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 #	DR-SPD
Agenda Item Name	5100-PURCHASE OF POLICE VEHICLES		

Agenda Wording

Fleet Services would like to purchase 28 Ford Police K8s and 3 Ford F150s for the Police department using Washington State Contract #05916 for \$1,339,356.80, including tax, from Columbia Ford.

Summary (Background)

The K8s and F150s will replace vehicles that have reached the end of their economic life. We recommend approval for the purchase of twenty eight (28) K8s and three (3) F150s. Funding for these vehicles will be provided through an SBO in the property acquisition fund using public safety SIP Loan proceeds.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 1,339,356.80	# 5901-79115-94000-56404-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	5/6/2019
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	ODLE, MARI	dpaine, mmartinez, dloucks	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
Additional Approvals			
<u>Purchasing</u>			
<u>POLICE</u>	OLSEN, ERIC		

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of Police Vehicles
<b>Date:</b>	May 6, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase 28 Ford Police K8s, and 3 Ford F150s for the Police department using Washington State Contract #05916 for \$1,339,356.80, including tax, from Columbia Ford.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The K8s and F150s will replace vehicles that have reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of twenty eight (28) K8s and three (3) F150s.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for these vehicles is included in the Police department's budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Wednesday, April 24, 2019 10:02 AM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2019-4-489 - SPOKANE, CITY OF - 23210

**Vehicle Quote Number: 2019-4-489**    [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: SPD-Admin K8  
Vehicle Location: Spokane (City)

### Color Options & Qty

Agate Black (UM) - 8

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0519-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	8	\$32,800.00	\$262,400.00
2020-0519-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	8	\$0.00	\$0.00
2020-0519-003	INFORMATION ONLY: (#010-099 Ford Factory Options) (VSO Vehicle Special Order options to be added in the future, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-399 Day Wireless Upfits)	8	\$0.00	\$0.00
2020-0519-004	INFORMATION ONLY (updated 01/16/2019): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	8	\$0.00	\$0.00
2020-0519-010	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	8	\$0.00	\$0.00

2020-0519-021 Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	8	\$290.00	\$2,320.00
2020-0519-029 Noise Suppression Bonds (Ground Straps)(60R)	8	\$100.00	\$800.00
2020-0519-030 Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	8	\$51.00	\$408.00
2020-0519-032 Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	8	\$25.00	\$200.00
2020-0519-033 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	8	\$260.00	\$2,080.00
2020-0519-035 BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	8	\$543.00	\$4,344.00
2020-0519-042 Reverse Sensing System (76R)	8	\$274.00	\$2,192.00
2020-0519-046 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	8	\$0.00	\$0.00
2020-0519-048 Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	8	\$51.00	\$408.00
2020-0519-060 Underbody Deflector Plate (engine and transmission shield) (76D)	8	\$334.00	\$2,672.00
2020-0519-062 2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	8	\$60.00	\$480.00
2020-0519-099 INFORMATION ONLY: Delayed Warranty Start, customer submits request at www.fordwsd.com	8	\$0.00	\$0.00
2020-0519-200 INFORMATION ONLY: 200-299 Dealer-Installed Options	8	\$0.00	\$0.00
2020-0519-388 Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (DWS-DOME-1) (DW388)	8	\$42.00	\$336.00

#### Quote Totals

<b>Total Vehicles:</b>	8
<b>Sub Total:</b>	\$278,640.00
<b>8.4 % Sales Tax:</b>	\$23,405.76
<b>Quote Total:</b>	\$302,045.76

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Tuesday, April 16, 2019 5:06 PM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2019-4-383 - SPOKANE, CITY OF - 23210

**Vehicle Quote Number: 2019-4-383**   [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: SPD  
Vehicle Location: Spokane (City)

### Color Options & Qty

Agate Black (UM) - 3

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2019-0830-001	2019 Ford F150 4WD	3	\$24,391.00	\$73,173.00
2019-0830-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	3	\$0.00	\$0.00
2019-0830-003	INFORMATION ONLY: Please select a cab/wheelbase configuration (#010-015). Select alternative engine if desired (#020-028). Westport Bi-Fuel LPG Conversions are available (#030-032). The base vehicle is XL Trim Level with manual door locks/windows/mirrors. Please choose an XL Power Equipment Group or XLT Trim Upgrade option if you want power door locks/windows/mirrors and remote keyless entry. The Special Services Vehicle (SSV) Package is available (#041) if you want front center-seat delete. Dealer-install options (#200-399). Setina Push Bumpers/Partitions (#250-299). Toolboxes/Cab Guards (#300-399). ARE Canopies/Cargo Glides (#400-449). Day Wireless (#500-549).	3	\$0.00	\$0.00
2019-0830-004	INFORMATION ONLY: Current 2019MY Ratings have been added (01/01/2019). 2018MY GVWR/Payload and MPG ratings are shown. 2019MY ratings are not available yet.	3	\$0.00	\$0.00
2019-0830-014	Crew Cab, 4WD, 145WB, 5.5 ft Box, 3.3L V6 PFDI (290HP) (18/23/20 MPG) (FFV Capability) (6500# GVWR, 1680# Payload, 3.73 RAR) (W1E/100A/99B/446/145WB/413)	3	\$3,392.00	\$10,176.00
2019-0830-018	Alternative Engine: 3.5L V6 EcoBoost (375HP) (17/23/19 MPG) (in lieu of 3.3L V6 PFDI) (Includes Auto Start-Stop, 10-speed automatic transmission with selectable drive modes) (Not available with REG CAB 122WB) (REG CAB 141WB: 7050#/2370#/3.31 RAR) (EXT CAB 145WB: 7050#/2150#/3.31 RAR) (CREW CAB 145WB: 7000#/2050#/3.31 RAR) (994/44G)	3	\$2,508.00	\$7,524.00

2019-0830-045	XL - Mid-Level Trim Upgrade Package - Ext/Crew Cab [Includes XL Base Power Equipment Group #85A: manual-folding power glass sideview mirrors, illuminated entry, perimeter alarm, power locks with flip key/integrated keyless entry fob, power tailgate lock and power windows, PLUS: 4.2in productivity screen with compass in instrument cluster; SYNC voice-recognition communications, 911 Assist, 4.2in LCD display in center stack, AppLink, one (1) smart charging USB port; and cruise control] (Includes (4) RKE Fobs w/ Integrated Flip Keys) (Included with XLT Trim #300A) (Ext Cab/Crew Cab/101A)	3	\$2,528.00	\$7,584.00
2019-0830-047	Cloth Seats: 40/Console/40 Front Seat with flow-through console and steering column mounted shifter) (Ext/Crew Cab Only) (Not available with Special Services Vehicle SSV #66S or XLT Trim) (TTWG)	3	\$286.00	\$858.00
2019-0830-048	8-Way Power Drivers Seat (includes power lumbar) (Must also order XL Power Group #85A, XL Mid-Level Power Group #101A or XLT Trim Upgrade #300A) (Included with XLT Trim Upgrade #301A) (91P)	3	\$339.00	\$1,017.00
2019-0830-051	110V/400W Outlets [One (1) outlet in IP, 2nd Outlet in Console] (Must also order 40/Console/40 Cloth Seats #TTW) (Must also order Trailer Tow Package #53A or 53C, PLUS Reverse Sensing System #76R) (Not available with Regular Cabs) (91V)	3	\$243.00	\$729.00
2019-0830-052	Cruise Control (included with XL Mid Level Trim #101A and XLT Trim #300A) (50S)	3	\$218.00	\$654.00
2019-0830-053	SYNC voice recognition communications system with 911 Assist, 4.2in LCD display in center stack, AppLink, and one (1) smart charging USB port (Must also order Cruise Control #50S) (included with XL Mid Level Trim Upgrade #101A) (XLT Trim Upgrade includes SYNC3) (52P)	3	\$407.00	\$1,221.00
2019-0830-054	Reverse Sensing System (Must also order Class IV Trailer Hitch #53B, Trailer Tow Package #53A or Max Trailer Tow Package #53C) (76R)	3	\$266.00	\$798.00
2019-0830-064	Black Platform Running Boards (Available with all cabs and trim levels) (18B)	3	\$243.00	\$729.00
2019-0830-085	Max Trailer Tow Package #D (53C) [Includes Pro Trailer Backup Assist #47E, Integrated Trailer Brake Controller #67T, smart trailer tow connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver, upgraded front stabilizer bar, upgraded rear bumper, auxiliary transmission oil cooler, engine oil cooler, 3.55 RAR Electronic Locking Rear Axle (3.73 RAR if also ordering HD Payload Package #627), 36-gallon fuel tank] (Must also order XL Mid Level Trim #101A or an XLT Trim Level Upgrade #300A or 301A) (Must also order 3.5L V6 EcoBoost Engine #994/44G) (Not available with Regular Cab 122WB) (53C/XL9/47E)	3	\$1,252.00	\$3,756.00
2019-0830-113	XLT Only - Black vinyl flooring in lieu of carpet (No Charge or Credit) (16G)	3	\$0.00	\$0.00
2019-0830-199	INFORMATION ONLY: Warranty, Delayed Start (End-User submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a> )	3	\$0.00	\$0.00
2019-0830-206	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	3	\$120.00	\$360.00
2019-0830-207	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (Ext/Crew Cabs) (DLR)	3	\$100.00	\$300.00
2019-0830-208	Mud flaps, Front (DLR)	3	\$75.00	\$225.00
2019-0830-209	Mud Flaps, Rear (DLR)	3	\$75.00	\$225.00
2019-0830-220	SPRAY-IN Bedliner (Line-X) (DLR)	3	\$440.00	\$1,320.00

#### Quote Totals

<b>Total Vehicles:</b>	3
<b>Sub Total:</b>	\$110,649.00
<b>8.4 % Sales Tax:</b>	\$9,294.52
<b>Quote Total:</b>	\$119,943.52

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Friday, April 19, 2019 11:20 AM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2019-4-435 - SPOKANE, CITY OF - 23210

**Vehicle Quote Number: 2019-4-435**    [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: SPD-Patrol Full Cage K8

Vehicle Location: Spokane (City)

### Color Options & Qty

Agate Black (UM) - 10

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0519-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	10	\$32,800.00	\$328,000.00
2020-0519-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	10	\$0.00	\$0.00
2020-0519-003	INFORMATION ONLY: (#010-099 Ford Factory Options) (VSO Vehicle Special Order options to be added in the future, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-399 Day Wireless Upfits)	10	\$0.00	\$0.00
2020-0519-004	INFORMATION ONLY (updated 01/16/2019): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	10	\$0.00	\$0.00
2020-0519-010	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	10	\$0.00	\$0.00

2020-0519-013 Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtails; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U ) (67H)	10	\$3,586.00	\$35,860.00
2020-0519-021 Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	10	\$290.00	\$2,900.00
2020-0519-029 Noise Suppression Bonds (Ground Straps)(60R)	10	\$100.00	\$1,000.00
2020-0519-030 Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	10	\$51.00	\$510.00
2020-0519-032 Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	10	\$25.00	\$250.00
2020-0519-033 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	10	\$260.00	\$2,600.00
2020-0519-035 BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	10	\$543.00	\$5,430.00
2020-0519-042 Reverse Sensing System (76R)	10	\$274.00	\$2,740.00
2020-0519-046 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	10	\$0.00	\$0.00
2020-0519-048 Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	10	\$51.00	\$510.00
2020-0519-053 Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	10	\$664.00	\$6,640.00
2020-0519-060 Underbody Deflector Plate (engine and transmission shield) (76D)	10	\$334.00	\$3,340.00
2020-0519-062 2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	10	\$60.00	\$600.00
2020-0519-099 INFORMATION ONLY: Delayed Warranty Start, customer submits request at www.fordwsd.com	10	\$0.00	\$0.00
2020-0519-200 INFORMATION ONLY: 200-299 Dealer-Installed Options	10	\$0.00	\$0.00
2020-0519-251 Push Bumper Upgrade, HD Fender Wraps (PIT Bars) (Setina PB5) (Must also order a Setina Push Bumper) (Not compatible with Ford's Front Warning Auxiliary Light #21L) (DLR)	10	\$384.00	\$3,840.00
2020-0519-252 Push Bumper, HD w/ Welded Upper Cross Support (Setina PB400) (DLR)	10	\$410.00	\$4,100.00
2020-0519-257 Door Panels, Rear Doors (TPO, Setina) (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR)	10	\$213.00	\$2,130.00
2020-0519-258 Window Barriers, Rear Doors, HD Steel Bars (Setina) (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR)	10	\$190.00	\$1,900.00
2020-0519-262 Partition, Front Horizontal with Sliding Polycarbonate Window, including Recess Panel (Setina 10VSRP) (DLR)	10	\$742.00	\$7,420.00



2020-0519-263	Partition, Front - XL Upgrade with center and side recess panel (allows additional legroom for rear right-side passenger) (Must also order a front partition) (Setina XL) (DLR)	10	\$20.00	\$200.00
2020-0519-266	Weapons Mounting System, DUAL [Standard Shotgun Lock and Adjustable Universal Lock with key override and timer] (Must also order Front Partition w/ Recess Panel #10VSRP) (DLR)	10	\$349.00	\$3,490.00
2020-0519-271	Partition, Rear - Polycarbonate Panel (Setina 12VS/P) (DLR)	10	\$441.00	\$4,410.00
2020-0519-273	Seat, Setina HD TPO Cover-Style Rear Prisoner Transport Seat (includes center-originating seat belts with Docking Buckles on front partition) (installed over factory seat) (Must order with Setina Rear Partition 12VS or 12VS/P) (Setina recommends also ordering the XL Partition Upgrade) (Not compatible with Tall Man Front Partition) (SETPTSCB) (DLR)	10	\$813.00	\$8,130.00
2020-0519-388	Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (DWS-DOME-1) (DW388)	10	\$42.00	\$420.00

#### Quote Totals

		<b>Total Vehicles:</b>	10
		<b>Sub Total:</b>	\$426,420.00
		<b>8.4 % Sales Tax:</b>	\$35,819.28
		<b>Quote Total:</b>	\$462,239.28

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Friday, April 19, 2019 11:15 AM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2019-4-434 - SPOKANE, CITY OF - 23210

**Vehicle Quote Number: 2019-4-434**   [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: SPD-Patrol 1/2 Cage K8

Vehicle Location: Spokane (City)

### Color Options & Qty

Agate Black (UM) - 10

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2020-0519-001	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	10	\$32,800.00	\$328,000.00
2020-0519-002	INFORMATION ONLY: Columbia Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	10	\$0.00	\$0.00
2020-0519-003	INFORMATION ONLY: (#010-099 Ford Factory Options) (VSO Vehicle Special Order options to be added in the future, i.e. red/red LEDs) (#200-299 Dealer-Installed Options, including Setina Upfits) (#350-399 Day Wireless Upfits)	10	\$0.00	\$0.00
2020-0519-004	INFORMATION ONLY (updated 01/16/2019): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	10	\$0.00	\$0.00
2020-0519-010	2020 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	10	\$0.00	\$0.00

2020-0519-013 Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtails; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U ) (67H)	10	\$3,586.00	\$35,860.00
2020-0519-021 Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	10	\$290.00	\$2,900.00
2020-0519-029 Noise Suppression Bonds (Ground Straps)(60R)	10	\$100.00	\$1,000.00
2020-0519-030 Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	10	\$51.00	\$510.00
2020-0519-032 Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	10	\$25.00	\$250.00
2020-0519-033 Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	10	\$260.00	\$2,600.00
2020-0519-035 BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	10	\$543.00	\$5,430.00
2020-0519-042 Reverse Sensing System (76R)	10	\$274.00	\$2,740.00
2020-0519-046 Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	10	\$0.00	\$0.00
2020-0519-048 Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	10	\$51.00	\$510.00
2020-0519-053 Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	10	\$664.00	\$6,640.00
2020-0519-060 Underbody Deflector Plate (engine and transmission shield) (76D)	10	\$334.00	\$3,340.00
2020-0519-062 2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	10	\$60.00	\$600.00
2020-0519-099 INFORMATION ONLY: Delayed Warranty Start, customer submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a>	10	\$0.00	\$0.00
2020-0519-200 INFORMATION ONLY: 200-299 Dealer-Installed Options	10	\$0.00	\$0.00
2020-0519-251 Push Bumper Upgrade, HD Fender Wraps (PIT Bars) (Setina PB5) (Must also order a Setina Push Bumper) (Not compatible with Ford's Front Warning Auxiliary Light #21L) (DLR)	10	\$384.00	\$3,840.00
2020-0519-252 Push Bumper, HD w/ Welded Upper Cross Support (Setina PB400) (DLR)	10	\$410.00	\$4,100.00
2020-0519-257 Door Panels, Rear Doors (TPO, Setina) (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR)	10	\$213.00	\$2,130.00
2020-0519-258 Window Barriers, Rear Doors, HD Steel Bars (Setina) (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR)	10	\$190.00	\$1,900.00
2020-0519-271 Partition, Rear - Polycarbonate Panel (Setina 12VS/P) (DLR)	10	\$441.00	\$4,410.00

2020-0519-277	Single Prisoner Transport (includes 6VS Front Partition, 70/30 Split, and Setina TPO 30% Seat Cover with factory stock seat belts) (Must also order Rear Partition 12VS or 12VS/P) (If also ordering Weapons Mounting System, it will be mounted behind driver) (DLR)	10	\$1,268.00	\$12,680.00
2020-0519-388	Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (DWS-DOME-1) (DW388)	10	\$42.00	\$420.00

#### Quote Totals

		<b>Total Vehicles:</b>	10
		<b>Sub Total:</b>	\$419,860.00
		<b>8.4 % Sales Tax:</b>	\$35,268.24
		<b>Quote Total:</b>	\$455,128.24

**Agenda Sheet for City Council Meeting of:**

05/20/2019

<u>Date Rec'd</u>	5/8/2019
<u>Clerk's File #</u>	OPR 2019-0359
<u>Renews #</u>	

<u>Submitting Dept</u>	FLEET OPERATIONS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-7823	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	DR-SPD
<u>Agenda Item Name</u>	5100-PURCHASE OF POLICE MOTORCYCLES		

Agenda Wording

Fleet Services would like to purchase 2 BMW Police Pursuit Motorcycles for the Police department using Washington State Contract #05916 for \$80,146.47, including tax, from Donolson Corp.

Summary (Background)

The motorcycles will replace motorcycles that have reached the end of their economic life. We recommend approval for the purchase of two (2) BMW Police Pursuit Motorcycles. Funding for these vehicles will be provided through an SBO in the property acquisition fund using public safety SIP Loan proceeds.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 80,146.47	# 5901-79115-94000-56404-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	5/6/19
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	ODLE, MARI	mmartinez, dpaine, dloucks	
<u>For the Mayor</u>	ORMSBY, MICHAEL		

<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>POLICE</u>	OLSEN, ERIC	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance also allows the Chief of Police and the Director of Parks to grant authorization to operate a utility vehicle on public property.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#

Distribution List


## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of Police Motorcycles
<b>Date:</b>	May 6, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase 2 BMW Police Pursuit Motorcycles for the Police department using Washington State Contract #05916 for \$80,146.47, including tax, from Donolson Corp.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The motorcycles will replace motorcycles that have reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of two (2) BMW Police Pursuit Motorcycles.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for these motorcycle is included in the Police department's budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Tuesday, April 16, 2019 5:00 PM  
**To:** Martinez, Micaela  
**Cc:** Steve.Hatfield@des.wa.gov  
**Subject:** Vehicle Quote - 2019-4-382 - SPOKANE, CITY OF - 23210

**Vehicle Quote Number: 2019-4-382**    [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: Donolson Corp (W60074)

Dealer Contact: Stephen McBee

Dealer Phone: (360) 223-1417

### Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: mmartinez@spokanecity.org

Quote Notes: SPD

Vehicle Location: Spokane (City)

### Color Options & Qty

Night Black & Alpine White III FACTORY STD COLOR - 2

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2018-0602-001	2018 R1200RTP POLICE PURSUIT MOTORCYCLE	2	\$28,772.90	\$57,545.80
2018-0602-003	Keyless Ride w/two transmitters	2	\$656.00	\$1,312.00
2018-0602-005	Gear Shift Assist Pro	2	\$656.85	\$1,313.70
2018-0602-006	Dynamic Package Enabling Codes	2	\$449.43	\$898.86
2018-0602-007	White Torus LED TDL/Alley Lights - 6 Needed	2	\$119.85	\$239.70
2018-0602-016	Heated Seat	2	\$200.00	\$400.00
2018-0602-017	Tire Pressure Monitoring	2	\$314.29	\$628.58
2018-0602-018	Cruise Control	2	\$440.00	\$880.00
2018-0602-019	Weather Protection	2	\$314.29	\$628.58
2018-0602-020	Red LED x-Light - 5 Needed	2	\$169.00	\$338.00
2018-0602-021	Blue LED X-Light - 5 Needed	2	\$169.00	\$338.00



2018-0602-025	Duplex LED X Red/Blue 1 Needed	2	\$564.22	\$1,128.44
2018-0602-032	Auxiliary LED Turn Signals	2	\$116.79	\$233.58
2018-0602-033	Auxiliary LED Brake/Tail Light	2	\$88.25	\$176.50
2018-0602-035	Saddlebag LED Lights w/sensor switch	2	\$223.80	\$447.60
2018-0602-044	Police Side Stand Extension / Base	2	\$49.50	\$99.00
2018-0602-051	Rear Flashlight / PR24 Holder - Left	2	\$309.38	\$618.76
2018-0602-055	M4 Combat Assault Rifle Mount	2	\$1,054.16	\$2,108.32
2018-0602-056	Shotgun / Assault Rifle Mounting Bracket	2	\$81.13	\$162.26
2018-0602-057	LAPD Rear Gun Lock Release	2	\$91.66	\$183.32
2018-0602-058	Gun Lock Variable Timer (required for above)	2	\$84.34	\$168.68
2018-0602-060	BMW Motorrad Battery Charger (2.5 Ah)	2	\$217.05	\$434.10
2018-0602-062	Motorcycle Full Cover	2	\$203.34	\$406.68
2018-0602-077	Radio Power Plug Connector	2	\$18.29	\$36.58
2018-0602-078	Radio Speaker Plug	2	\$14.66	\$29.32
2018-0602-079	Helmet Headset Interface Plug	2	\$14.66	\$29.32
2018-0602-082	Radio "Y" Power Harness	2	\$53.57	\$107.14
2018-0602-083	Radio Quick Mounting Plate	2	\$41.25	\$82.50
2018-0602-084	Siren PA Cable Kit	2	\$40.57	\$81.14
2018-0602-086	800 MHz Antenna Ground Plate	2	\$54.43	\$108.86
2018-0602-087	Accessory Connection Plugs (3)	2	\$14.66	\$29.32
2018-0602-102	Front 12v Power Outlet (lighter style)	2	\$83.96	\$167.92
2018-0602-103	Front Single USB Power Outlet	2	\$77.00	\$154.00
2018-0602-104	Fused Front Power Socket Harness	2	\$45.38	\$90.76
2018-0602-105	Radar Connection Plug	2	\$12.50	\$25.00
2018-0602-114	Stalker DSR 2X Display Head Mount	2	\$64.63	\$129.26
2018-0602-115	Stalker Radar Remote Control Mounting Plate	2	\$35.75	\$71.50
2018-0602-119	Stalker Front & Rear Antenna Mounts	2	\$100.38	\$200.76

2018-0602-120	Stalker Radar Counter Mount (radio box lid)	2	\$38.50	\$77.00
2018-0602-121	Radar / Lidar Gun Adaptor Plate	2	\$33.00	\$66.00
2018-0602-122	Kustom Talon Radar Gun Mount	2	\$309.84	\$619.68
2018-0602-125	Kustom Pro-Laser 4 Lidar Gun Mount	2	\$298.84	\$597.68

#### Quote Totals

			<b>Total Vehicles:</b>	2
			<b>Sub Total:</b>	\$73,394.20
			<b>9.2 % Sales Tax:</b>	\$6,752.27
			<b>Quote Total:</b>	\$80,146.47

**Agenda Sheet for City Council Meeting of:**

05/20/2019

<u>Date Rec'd</u>	5/3/2019
<u>Clerk's File #</u>	OPR 2015-0214
<u>Renews #</u>	

Submitting Dept	PROBATION SERVICES	Cross Ref #	
Contact Name/Phone	MICHAEL 622-5806	Project #	
Contact E-Mail	MDIAMOND@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20253
Agenda Item Name	0690 CONTRACT EXTENSION WITH DEPT OF CORRECTIONS		

Agenda Wording

Two-year extension of the contract with WA State Dept of Corrections to provide community restitution work crew. The original contract allows extension for up to two years.

Summary (Background)

This contract between DOC and the Spokane Municipal Court is to provide a work crew as an alternative to jail sentences. The fee is \$16.00 per day per offender. Offenders work for non profit and government agencies only and are supervised by DOC Corrections Officers. This is a valuable jail alternative for low level offenders to pay back the community with their labor.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 55,000	# 1910-18100-23200-55120-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARTE, AMY	<u>Study Session</u>	
<u>Division Director</u>	LOGAN, MARY	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Judge Tracey Staab	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Howard Delaney	
<u>Additional Approvals</u>		Michael Diamond	
<u>Purchasing</u>		Robyn Kokot	
		Amy Harte	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This a three year contract that may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years. \* Implementation Costs: \$3,033,037; with tax it will be \$3,088,068.99 2019 -2020 \* Year One Maintenance \$218,852.79; 2020 including tax \* Year Two Maintenance \$225,396.47; 2021 including tax \* Year Three Maintenance \$232,135.84; 2022 including tax \* Year Four Maintenance \$239,076.71; 2023 including tax \* Year Five Maintenance \$246,225.10; 2024 including tax

Summary (Background)

This vendor offers a hosted solution which will provide the City with a complete disaster recovery process to guarantee continuity of service - something that the City doesn't have today. The RFP for this contract was 4480-18 with seven vendors responding.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List




State of Washington  
Department of Corrections

City Clerk's No. \_\_\_\_\_  
DOC Contract No. K10766  
Amendment No. 1

This Amendment is made between the CITY OF SPOKANE, a Washington State municipal corporation, hereinafter "City," the CITY OF SPOKANE MUNICIPAL COURT, hereinafter "Municipal Court", and WASHINGTON STATE DEPARTMENT OF CORRECTIONS, whose address is c/o Community Justice Center, 715 East Sprague Avenue, Suite 107, Spokane, Washington 99202, hereinafter "DOC."

WHEREAS the purpose of this Amendment is to extend the Contract term.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Parties agree:

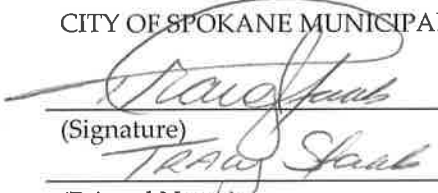
2. CONTRACT TERM is amended, in part, as follows:

The Contract shall begin January 1, 2015, and run through December 31, ~~((2018))~~ 2020, unless terminated sooner. The Contract may be extended for ~~((two (2))~~ one (1) additional two (2) ~~((one (1)))~~ year term(s), upon written mutual agreement of the Parties.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this Amendment is January 1, 2019.

THIS AMENDMENT, consisting of two (2) pages is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

CITY OF SPOKANE MUNICIPAL COURT

  
(Signature)

Travis Stark  
(Printed Name)

Presiding Judge  
(Title)

5/1/19  
(Date)

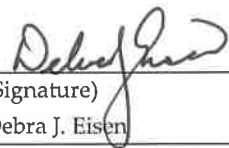
CITY OF SPOKANE

(Signature)

(Printed Name)

(Title)

DEPARTMENT OF CORRECTIONS

  
(Signature)

Debra J. Eisen  
(Printed Name)

Contracts Administrator  
(Title)

April 1, 2019  
(Date)

(Date)

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

Approved as to Form:

This Amendment format was approved by the office of the Attorney General.  
Approval on file.

03/16/15



**Agenda Sheet for City Council Meeting of:**  
03/16/2015

<b>Date Rec'd</b>	3/2/2015
<b>Clerk's File #</b>	OPR 2015-0214
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR 15274

<b>Submitting Dept</b>	PROBATION SERVICES
<b>Contact Name/Phone</b>	DONNA MCBRIDE 622-5806
<b>Contact E-Mail</b>	DMCBRIDE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0690 CONTRACT WITH DEPARTMENT OF CORRECTIONS

**Agenda Wording**

Contract with Washington State Department of Corrections to provide a community restitution work crew utilizing Municipal Court Offenders through December 31, 2018, with option to extend for two additional one year terms—not to exceed \$55,000 per year.

**Summary (Background)**

This contract between DOC and the Spokane Municipal Court is to provide a work crew as an alternative to jail sentences. The fee is \$16.00 per day per offender. Offenders work for non profit and government agencies only and are supervised by DOC Corrections Officers. This is a valuable jail alternative for low level offenders to pay back the community with their labor.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ 55,000	# 1910-18100-23600-55120
Select	\$	#
Select	\$	#
Select	\$	#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	MCBRIDE, DONNA	<b>Study Session</b>
<b>Division Director</b>	SZAMBELAN, SHELLEY	<b>Other</b>
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>
<b>Legal</b>	WHALEY, HUNT	Judge Shelly Szambelan-muni court
<b>For the Mayor</b>	SANDERS, THERESA	Donna McBride - Probation Services
<b>Additional Approvals</b>		Kim Orlob- accounting, mdoval
<b>Purchasing</b>		Caterina Richards - DOC
		jsalstrom@spokanecity.org

APPROVED/CONTRACT AUTHORIZED  
BY SPOKANE CITY COUNCIL

on 3/16/2015  
  
SPOKANE CITY CLERK

#7

BRIEFING PAPER

CITY OF SPOKANE

PROBATION SERVICES / PUBLIC SAFETY COMMITTEE

01/28/15

**SUBJECT:** To renew the contract between the City of Spokane and the Washington State Department of Corrections for work crew services as an alternative to incarceration.

**BACKGROUND:** Approximately five years ago the Probation department entered into an agreement to allow municipal offenders to utilize the supervised work crew of the Department of Corrections. This crew allows for offenders to perform general labor for government and non-profit agencies to pay back the community for their crimes. This program is heavily utilized by the Court as a sentencing alternative and costs the City \$16.00 per day per offender versus approximately \$103.00 per day per offender for jail.

**ACTION:** Support the renewal of the contract for a three year period.

**FUNDING:** Criminal Justice Assistance Fund



CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, hereinafter "City," the CITY OF SPOKANE MUNICIPAL COURT, hereinafter "Municipal Court", and WASHINGTON STATE DEPARTMENT OF CORRECTIONS, whose address is c/o Community Justice Center, 715 East Sprague Avenue, Suite 107, Spokane, Washington 99202, hereinafter "DOC."

The parties agree as follows:

1. PERFORMANCE. DOC shall provide a SPOKANE COMMUNITY WORK CREW (hereinafter referred to as SCWC), utilizing Spokane Municipal Court defendants (hereinafter referred to as "participants,"):

A. DOC's Responsibilities:

- 1) Provide a Corrections Officer (C.O.-2) to supervise participants while on crew. The C.O.-2 shall be trained in CPR, first aid, PREA and infectious disease and record keeping.
- 2) Coordinate work with non-profit and government agencies throughout Spokane and other nearby Counties.
- 3) Offer availability of the SCWC seven (7) days a week, excluding state holidays.
- 4) Pick up SCWC participants at the following locations throughout Spokane:
  - ✓ 7:30 a.m. DOC Valley Office – 12404 East Desmet Street (Saturday and Sunday)
  - ✓ 8:00 a.m. DOC Nevawood COP Shop, 4705 North Addison Street
  - ✓ 8:10 a.m. DOC Maple Office – 1821 North Maple Street
  - ✓ 8:00 a.m. DOC Community Justice Center, 715 East Sprague Avenue, Suite 107
- 5) Complete the final intake/orientation for participants, prior to reporting to work for the first time. DOC reserves the right to make the final determination of participation status. Participants must be physically and mentally able to perform work in a safe manner before being allowed on crew. A medical clearance form, completed by a physician, may be required before participation (case by case basis). Maintain records on participants to include dates and hours worked.
- 6) Send monthly reports to Municipal Court, via the City's Probation Department. The report shall include the participant's name, hours worked and failure to report, for initial sign up, as directed.
- 7) Notify the City's Probation Department of any offender on crew that: reports and appears to be under the influence, is dressed inappropriately, displays behavioral problems, and any and all terminations from the crew. This notification will be done within twenty-four (24) hours of occurrence or the next business day.
- 8) Specify a reasonable timeline for participant hours to be completed

B. Spokane Municipal Court/Probation shall:

- 1) Refer participants to the SCWC with a minimum of twenty-four (24) hours to complete.

- 2) Order hours in increments of eight (8). (One (1) day confinement = eight (8) hours of work crew)
  - 3) Specify a reasonable timeline for hours to be completed.
  - 4) Provide initial screening for all perspective participants for any physical or mental health limitations that would restrict a worker from participating on the Department of Corrections Spokane Work Crew in a safe manner. Referrals shall be limited to offenders that meet eligibility requirements for work crew, taking into consideration any severe medical or mental illness issues.
2. CONTRACT TERM. The contract shall begin January 1, 2015, and run through December 31, 2018, unless terminated sooner. The contract may be extended for two (2) additional one (1) year terms, upon written mutual agreement of the parties.
3. COMPENSATION. The City shall pay DOC sixteen (\$16.00) dollars per day, per participant, as full compensation for everything furnished and done under this contract.
4. PAYMENT. DOC shall send monthly invoices for payment to Spokane Municipal Court, Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260. The invoices shall detail the participant's name and dates of participation, and be submitted no later than the 25<sup>th</sup> of the monthly following "delivery of services." Payments will be made within thirty (30) days after receipt of DOC's invoice.
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 DOC for all work previously authorized and performed prior to the termination date.
10. HOLD HARMLESS. Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence and neither party shall indemnify nor hold the other party harmless except as otherwise provided herein. Neither party assumes responsibilities to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this contract.
11. INSURANCE. For the duration of this contract, it is mutually understood and agreed by each party that the State of Washington and its agencies, including DOC, are self-insured except as outlined in RCW 43.19.361. It is further understood and agreed by both parties that the contract contained herein is excluded from the statutory exceptions, and therefore the City accepts DOC as self-insured and shall not require public liability and property damage insurance.
12. AUDIT / RECORDS. DOC and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the contract. DOC and its subcontractors

shall provide access to authorized City representatives, including the City Auditor, 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.

CITY OF SPOKANE MUNICIPAL  
COURT

(Signature)

(Printed Name)

Presiding Judge

(Title)

(Date)

DEPARTMENT OF CORRECTIONS

(Signature)

Gary Banning

(Printed Name)

Contracts Administrator

(Title)

(Date)

CITY OF SPOKANE

(Signature)

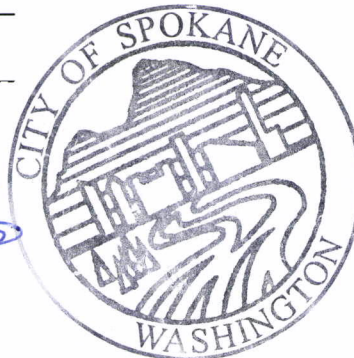
(Printed Name)

(Title)

(Date)

Attest:

City Clerk



Approved as to form:

Assistant City Attorney

RECEIVED

DEC 11 2014

MUNICIPAL PROBATION

**Agenda Sheet for City Council Meeting of:**

05/20/2019

<u>Date Rec'd</u>	4/30/2019
<u>Clerk's File #</u>	OPR 2019-0362
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN
<u>Contact Name/Phone</u>	GAVIN COOLEY X6585
<u>Contact E-Mail</u>	GCOOLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0410 - SPOKANE YOUTH CARD PILOT PROGRAM

**Agenda Wording**

The Spokane Youth Card Pilot Program will drive demand for, and break down barriers to, accessing City Services.

**Summary (Background)**

This Service is being offered to all students in the District 81 School District. This Summer Youth Card Pilot Program will allow students to ride the STA bus system for free and to access all free City services. The Summer Youth Card will be provided to students at the Spokane Public Libraries. This Program will run from June 13th through September 15th, 2019. Spokane Transit Authority will track all data for rides and will bill the City of Spokane accordingly through the 3 month period.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 48,000.00	# 0020-88400-18900-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	MARCHAND, CRYSTAL	<u><b>Study Session</b></u>	
<u><b>Division Director</b></u>	MARCHAND, CRYSTAL	<u><b>Other</b></u>	Urban Experience 05/13/19
<u><b>Finance</b></u>	STOPHER, SALLY	<u>Distribution List</u>	
<u><b>Legal</b></u>	ODLE, MARI		
<u><b>For the Mayor</b></u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u><b>Purchasing</b></u>			

## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Finance Division
<b>Subject:</b>	Spokane Youth Card Pilot Program
<b>Date:</b>	April 26, 2019
<b>Contact (email &amp; phone):</b>	Gavin Cooley x6585
<b>City Council Sponsor:</b>	Council President Stuckart
<b>Executive Sponsor:</b>	Gavin Cooley x6585
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan – Urban Experience
<b>Strategic Initiative:</b>	Urban Experience
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Drive demand for, and break down barriers to, accessing City Services.
<b>Narrative:</b> Joint marketing to Spokane youth will drive awareness. Access to public transportation services will help make access to City events and services more convenient and drive use.	
<b>Executive Summary:</b>  This service is being offered to all students in the District 81 School District. This Summer Youth Card Pilot Program will allow students to ride the STA bus system for free and to access all free City services. The Summer Youth Card will be provided to students at the Spokane Public Libraries. This program will run from June 13 <sup>th</sup> through September 15 <sup>th</sup> . Spokane Transit Authority will track all data for rides and will bill the City of Spokane accordingly through the 3 month period.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: General Fund Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Summer Youth Card Pilot Summary

Updated: 04/19/2019

## OVERVIEW

- The goal is to drive demand for, and break down barriers to, accessing City services. Joint marketing will help drive awareness. Access to public transportation services will help make access to City events and services more convenient and drive use.

## DECISIONS MADE:

- Target Population
  - District 81 student population
    - Traditional High School – 7,927
    - Middle School – 3,982
    - Elementary – 16,385
    - Total – 28,294
- Services Provided
  - Parks
    - All free parks services
      - Swimming
      - Skating ribbon
      - Mobile recreation
      - Skate parks
  - Spokane Public Library (SPL)
    - All services
  - Spokane Transit Authority (STA)
    - Bus services
  - Out of scope
    - Any paid services not listed above
    - All existing District 81 student STA pass programs will continue unchanged and separate from this pilot program
- Data
  - District 81
    - District 81 has no data needs that they are aware of at this time
    - An addendum to the District 81/SPL data sharing agreement is needed to allow merging with STA data
  - Parks
    - Parks has no data needs
  - SPL
    - SPL needs the internal (magstripe) card number to associate the student account to the STA ridership data
    - Ridership data from STA
  - STA

- STA needs only the internal (magstripe) card number to activate the card numbers for bus service and collect ridership data
- Technology
  - A City standard magstripe card will be provided to students to use for STA bus services
  - A color barcode printed/encoded card will be created with a custom design including the logos of the participating departments
  - 4000 cards will be printed in the initial run
  - Card encoding/barcode
    - The card encoding/barcode will be the following
      - Institution ID – 400
      - 1 (City standard filler digit)
      - xxxxx (5 digit serial number, incrementing number for this program)
      - 0 (single digit issue count)
      - In total the format will look like this – 4001**0000**10 through 4001**9999**90
- Cost/Funding
  - The bus passes will use the UTAP pricing model
  - The City and STA will negotiate the UTAP fees at the end of the program. Usage and long term STA ridership goals will be taken into account.
  - The student bus passes will be offered at no cost to the student
  - IT will cover the cost of printing the cards
- Marketing
  - The marketing strategy will focus on students and their families (users of the program) and the community at large
  - Marketing will be targeted on the following
    - District 81 student population
    - Underprivileged youth programs for District 81 students
    - Other places as opportunity arises
  - Points of marketing contact
    - Web
      - Josh Morrissey will work with the City Web team to design a landing page
      - Library will develop a parental permission slip that will be available on the landing page and at each library
    - Poster/Flyer
      - Josh Morrissey will work with Matt Budke to design a poster/flyer for the program
    - Social Media
      - Once the landing page and poster/flyer have been designed, Brandon R. will work with STA resources to develop a series of social media posts based on the web/poster/flyer design
    - Library/District 81
      - Amanda will work with Brian to determine how District 81 can use the marketing materials to inform students and parents (email, back-pack stuffer, etc.)
      - Library will use the marketing materials to inform the target population via all standard Library marketing communications
      - Tara will develop a FAQ for use by all participating entities
    - Community Centers
      - The marketing poster/flyer will be distributed to community centers for posting (who will make sure this happens?)
    - Launch Event

- Marlene will coordinate a launch event for the week of June 3<sup>rd</sup>. Shadle Park is recommended as the Launch location since it has a pool and library on site.
  - Channel 5
    - Channel 5 will film the launch event and create marketing videos based on that event
  - Joint Press Release
    - Brandon R. will create the initial draft of the press release and it will be finalized with input from the group
- 
- Distribution
  - SPL will distribute the cards and associate them with the student library record
    - As long as the passes are free to the student
  - Students that check out a bus pass will be required to present a parental permission slip
    - If the permission slip seems to be too large a barrier, or there are better options, we can reassess
    - The District 81 Risk Management Director does not feel that permission slips are necessary from their end.
- Timeline
  - The program will last from June 13 until September 15



## SPOKANE YOUTH CARD AGREEMENT

This Spokane Youth Card Agreement (“Agreement”) is entered into by and between the **City of Spokane** (“City”), a Washington State municipal corporation and the **Spokane Transit Authority** (“STA”), a Washington State municipal corporation; each individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, the City offers various activities and programs for youth during the summer months (June – September); and

WHEREAS, STA is the authorized provider of public transportation within the Spokane Public Transportation Benefit Area (“PTBA”); and

WHEREAS, the Parties share the desire to increase access to, and interest in, public services for students of Spokane School District 81 dba Spokane Public Schools (“SPS”) through a pilot program referred to as the Spokane Youth Card program (“SYC”).

NOW, THEREFORE, for and in consideration of the foregoing, and in consideration of the payments or other covenants and mutual agreements herein provided, the Parties agree as follows:

### 1. PURPOSE

The purpose of this Agreement is to establish a Universal Transit Access Pass (“UTAP”) Program (“Program”) for SYC pilot project participants to use STA services upon presentation of a valid City-issued SYC card (“Pass”), in accordance with the terms and conditions of this Agreement.

### 2. RESPONSIBILITIES

#### A. City Responsibilities

- i. Members. For purposes of this Agreement, “Member(s)” shall be defined as any current SPS student who is issued a valid Pass to use on STA services.
- ii. Passes. The City will produce and issue an STA-approved Pass for Members’ use of STA services.
- iii. Activities. The City will inform STA of upcoming City-based services and/or activities within the PTBA that may affect the level of rider services delivered by STA. Written notice will be provided at least thirty (30) days in advance of said service or activity.

- iv. Reporting. The City will provide a report to STA each month, identifying all eligible Members and their unique Pass identification for that month. This listing will be generated using the official SYC roster and will be forwarded electronically as a .CSV file to STA in accordance with Section 7 of this Agreement, or their designee.
- v. Abuse. The City will be responsible for monitoring abuse of its Passes. It is the responsibility of the City to notify STA of a valid Member Pass that needs to be cancelled due to Member(s) ineligibility for the Program.

#### B. STA Responsibilities

- i. Fare. All Members who possess a valid Pass will be allowed to ride STA regular service buses and ADA comparable Paratransit service vans (“Services”) without paying a fare upon validation from the farebox or bus/van driver providing the service.
- ii. Information and Distribution. STA will supply and maintain information racks containing Services schedules throughout the PTBA and the Spokane PTBA-based facilities of the City. The cost for any additional information distribution requested by the City not currently provided by STA will be shared equally by the Parties.
- iii. Service Not Guaranteed. Services provided by STA is that service being provided to the public as determined by the STA Board and/or CEO from time-to-time in the normal course of operations. A Pass does not guarantee a ride. Services are subject to weather, mechanical interruptions, full vehicles, passenger conduct and other causes determined in the sole discretion of STA.
- iv. Reporting. STA will provide a monthly report to the City identifying the number of rides provided to and routes used by Members.

### 3. TERM

This Agreement shall commence on June 13, 2019 and shall continue through September 15, 2019 (the “Term”).

### 4. RATES

In accordance with the STA Tariff Policy, the fee for the SYC Program is based on each unlinked trip taken by Members during the Term of this Agreement. The fee for each unlinked trip is calculated based on an established rate for each route in the PTBA and is detailed in the Direct Utility Rate Schedule, attached hereto as Exhibit A and incorporated herein.

Total ridership charges to the City for the SYC Program shall not exceed a Not-To-Exceed Fee (“NTE Fee”) for the Term of this Agreement. The NTE Fee is based on STA’s projection of ridership and represents the maximum total price for the Term of this Agreement. Actual monthly ridership may result in the cost of this Agreement to be lower than the NTE Fee.

The gross NTE Fee for this Agreement shall be \$48,000.00 (forty-eight thousand dollars). In support of the SYC Program and in recognition of the value of marketing STA shall receive through this Agreement, STA has applied the following credits to the gross NTE Fee:

- \$5,000.00 (five-thousand dollars) credit for the City's cost to produce Passes for use by Members.
- \$5,000.00 (five-thousand dollars) credit for the estimated value of the City's marketing and promotion of STA's services included in the SYC Program.

After application of the credits, the net NTE Fee for this Agreement shall be \$38,000 (thirty-eight thousand dollars).

## 5. INVOICING AND PAYMENT

- A. Monthly Invoices. STA shall invoice the City by the 15<sup>th</sup> day of each month for the preceding month's Member trips, as established by STA's record of actual usage of the Pass issued by the City.
- B. Payment. Payment in full shall be remitted to STA within thirty (30) days of the date of STA's invoice.
- C. Late Payment Penalty. Any late payment shall be subject to penalty accruing at the maximum rate allowable by state law for each month, or portion thereof, the payment remains due.

## 6. NOTICES

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

City of Spokane	Spokane Transit Authority
Mike Ormsby City Attorney City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201  E: <a href="mailto:mormsby@spokanecity.org">mormsby@spokanecity.org</a> P: (509) 625-6287	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:rwest@spokanetransit.com">rwest@spokanetransit.com</a> P: (509) 325-6026 F: (509) 325-6036

## 7. COMMUNICATIONS

Any administrative or operational communications required by the Parties shall be directed to the Parties' representatives below:

City of Spokane	Spokane Transit Authority
Laura Williams Finance - Administration City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201  E: <a href="mailto:lwilliams@spokanecity.org">lwilliams@spokanecity.org</a> P: (509) 625-6585 F: (509) 625-6939	Brandon Rapez-Betty Director of Communications & Customer Service Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:brapez-betty@spokanetransit.com">brapez-betty@spokanetransit.com</a> P: (509) 344-1879 F: (509) 325-6036

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section 6 of this Agreement.

## 8. HOLD HARMLESS

Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Agreement. No Party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a Party to this Agreement.

## 9. INDEPENDENT CAPACITY

- A. Employees. The employees or agents of each Party to this Agreement will continue to be employees or agents of that Party and will not be considered for any purpose to be employees or agents of the other Party.
- B. No Partnership and No Third Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.

## 10. TERMINATION

- A. Default. Any Party may terminate this Agreement for default in the event a Party fails to perform a material obligation under this Agreement. Termination shall be effected by serving a notice of termination, in accordance with Section 6 of this Agreement, on the other Party setting forth the manner in which the Party is in default and the effective date of termination, which shall not be less than fifteen (15) calendar days after the date of notice. The termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the notice of termination.

- B. Convenience. A Party may terminate this Agreement for convenience with thirty (30) days written notice. Termination shall be effected by serving a notice of termination, in accordance with Section 6 of this Agreement, on the other Party setting forth the notice of termination and the effective date of termination.
- C. Obligations. If this Agreement is terminated, the City shall be liable for its share of the cost of all unlinked trips taken by Members up to, and including, the date of termination. Final invoicing and payment shall be in accordance with Section 5 of this Agreement.

The City shall have no further obligation to pay for Member trips taken following the date of termination.

## 11. FORCE MAJEURE

In the event that either Party's obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either Party, then the Parties shall be released from performance under this Agreement. Both Parties hereby waive any claim for damages or compensation for such delay or failure to perform.

## 12. REMEDY

The sole remedy for any Party to this Agreement is termination, in accordance with Section 10 of this Agreement. No other remedy in damages or equity is intended by this Agreement.

## 13. COMPLIANCE WITH LAWS

Each Party to this Agreement shall comply with all applicable federal, state and local laws and regulations.

## 14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. Any and all disputes concerning this Agreement must be resolved in the Superior Court of Spokane County, Washington. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and the venue of this court.

## 15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the Parties hereto and their successors and assigns. The Parties however agree that they will not assign or delegate the duties to be performed under this Agreement without prior written approval from the other Party.

## 16. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

## 17. MODIFICATION

This Agreement may be amended or modified only by written instrument signed by the Parties hereto.

## 18. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, or contrary to public policy, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

## 19. 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 Agreement because of age, sex (including sexual orientation and gender identity), race, color, religion, creed, marital status, familial status, 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.

## 20. ANTI-KICKBACK

No officer or employee of STA and/or the City, 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.

## 21. TRADEMARKS AND LOGOS

Both Parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

## 22. PUBLIC RECORDS ACT

Each Party to this Agreement understands the Parties are each a municipal corporation of the State of Washington, and as such, subject to the Public Records Act, RCW 42.56 *et seq.*

## 23. AUDIT/RECORDS

The Parties shall maintain for a minimum of six (6) years following final payment all records related to its performance of this Agreement. The Parties shall provide access to authorized representatives of the State Auditor's office 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 this Agreement, federal law shall prevail.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties. Both Parties acknowledge that they are subject to chapter 42.56 RCW, the Public Records Act.

## 24. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

## 25. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

## 26. SIGNATURES

The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

### **City of Spokane**

### **Spokane Transit Authority**

\_\_\_\_\_  
By: David Condon  
Title: Mayor

\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
By: Terri Pfister  
Title: City Clerk

\_\_\_\_\_  
By: Dana Infalt  
Title: Clerk of the Authority

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
By: Mike Ormsby  
Title: City Attorney

\_\_\_\_\_  
By: Laura McAloon  
Title: Legal Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

2018-2019 Direct Utility Rate		
Effective 09/16/18		
Route	Route Name	Direct Utility Rate (per boarding)
11	Plaza/Arena Shuttle ^	\$ 0.87
12	Southside Medical Shuttle ^	\$ 1.07
20	Spokane Falls Community College	\$ 0.97
21	West Broadway	\$ 0.87
22	Northwest Blvd	\$ 0.95
23	Maple/Ash	\$ 0.78
24	Monroe	\$ 0.85
25	Division	\$ 1.13
26	Lidgerwood	\$ 1.18
27	Hillyard	\$ 1.07
28	Nevada	\$ 1.07
29	SCC	\$ 1.02
32	Trent/Montgomery	\$ 1.33
33	Wellesley	\$ 0.83
34	Freya	\$ 0.98
39	Mission	\$ 0.96
42	South Adams	\$ 0.80
43	Lincoln/37th Ave	\$ 0.86
44	29th Ave	\$ 0.89
45	Regal	\$ 1.02
60	Airport/Browne's Add	\$ 0.97
61	Highway 2/Browne's Add	\$ 1.25
62	Medical Lake	\$ 1.75
64	Cheney/West Plains *	\$ 1.12
66	EWU	\$ 1.46
68	Cheney Local	\$ 0.89
74	Mirabeau/Liberty Lake	\$ 1.75
88	Special Events	\$ 1.12
90	Sprague	\$ 1.18
94	East Central/Millwood	\$ 1.14
95	Mid-Valley	\$ 1.12
96	Pines/Sullivan	\$ 1.13
97	South Valley	\$ 1.12
98	Liberty Lake via Sprague	\$ 1.08
124	North Express	\$ 1.41
172	Liberty Lake Express	\$ 1.75
173	Valley Transit Center Express	\$ 1.56
190	Valley Express *	\$ 1.12
662	EWU North Express ^	\$ 1.46
663	EWU VTC Express ^	\$ 1.46
664	EWU South Hill Express ^	\$ 1.46
X	New Route	\$ 1.12
P	Paratransit	\$ 1.75

^ Renumbered Route

\* New Route



**Agenda Sheet for City Council Meeting of:**

05/20/2019

<u>Date Rec'd</u>	5/6/2019
<u>Clerk's File #</u>	OPR 2019-0363
<u>Renews #</u>	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470 - LELAND HOTEL NOMINATION TO SPOKANE REGISTER OF HISTORIC		

Agenda Wording

Recommendation to list the Leland Hotel, 221 West Riverside Avenue on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Leland Hotel has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		ccortright@spokanecity.org	
<u>Purchasing</u>		tsanders@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This a three year contract that may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years. \* Implementation Costs: \$3,033,037; with tax it will be \$3,088,068.99 2019 -2020 \* Year One Maintenance \$218,852.79; 2020 including tax \* Year Two Maintenance \$225,396.47; 2021 including tax \* Year Three Maintenance \$232,135.84; 2022 including tax \* Year Four Maintenance \$239,076.71; 2023 including tax \* Year Five Maintenance \$246,225.10; 2024 including tax

Summary (Background)

This vendor offers a hosted solution which will provide the City with a complete disaster recovery process to guarantee continuity of service - something that the City doesn't have today. The RFP for this contract was 4480-18 with seven vendors responding.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Select	\$	#
Select	\$	#
<u>Distribution List</u>		

# **Findings of Fact and Decision for Council Review**

## **Nomination to the Spokane Register of Historic Places**

### **Leland Hotel – 221 W Riverside Ave**

#### **FINDINGS OF FACT**

**1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Completed in 1907; the Leland Hotel meets the age criteria for listing on the Spokane Register of Historic Places.

**2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**

- Category A –The 1907 Leland Hotel is eligible under Category A because it was constructed during the city's most significant period of growth, 1900 to 1910 in the commercial vernacular style. As a downtown single room occupancy hotel (SRO), the Leland Hotel is a foundational property type in downtown Spokane's development. The original floor plan and room configuration were characteristic of SROs, but those interior features were altered in 1980 when the 60 rooms were reduced to 24 apartment units. The Leland (also known as the New Linden) operated continuously as a lower-to-middle income residential hotel/apartment from its construction in 1907 to 1980, after which it was remodeled and has continued in a residential use since. The Hotel Leland was one of many such hotels and apartment buildings that filled the downtown blocks on the east, south, and west of the business core. Indeed, it is within a cluster of seven (or eight) former SROs within its block.
- The preparer of the nomination included an argument for Category B – Association with the life of a person significant to Spokane, however, both historians on the SHLC agreed that they did not feel like the nomination sufficiently argued for the inclusion of Category B. Eugen Hyde was a Spokane pioneer, the city's first marshal and police chief (1881-1885), organizer of the city's first volunteer fire department, a city commissioner, and a state senator. While he did build the Leland, his involvement beyond being the developer was limited. Staff agrees that removal of Category B is recommended.
- The building is eligible under Category C – Architecture. The four-story buff brick building is a good example in the downtown of a mid-block vernacular apartment building/residential hotel. With commercial use on the ground floor and apartments above, the building was a classic SRO. Its basalt rubble and brick foundation, symmetrical brick façade, voussoired flat-arched window bays, pronounced pressed tin sills, keystones and cornice, are characteristic commercial building features of the first decade of the 20th century. The building has been altered by the replacement of the original double-hung wood sash windows and the rebuilding of the original storefront with a seismic upgrade that adversely compromises its design integrity (both alterations are undergoing rehabilitation).
  - Alfred Jones, architect, designed the Leland Hotel along with several major buildings in downtown Spokane, individually and with partner Joseph Levesque. His buildings include the Plechner Building (1906), Kempis Apartments (1906), Espanola Apartments (1907), Morgan Block (1909), Longbotham Building (1909) and with Levesque, the Smith Funeral Home (1912), and Raznik Buiding (1912).

**3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**

- The Leland Hotel building retains enough architectural integrity in original location, design, materials, workmanship, and association to be considered for listing. Changes to the windows and storefronts over the years have impacted the architectural integrity somewhat, however details like the use of pressed sheet metal for sills, belt courses, and keystones is rare in Spokane and remains on the Leland. Current work on the storefront level will bring the building into a more historically accurate configuration.

**4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

## **RECOMMENDATION**

---

The Spokane Historic Landmarks Commission evaluated the Leland Hotel according to the appropriate criteria at a public hearing on 4/17/19 and recommends that the Leland Hotel be listed on the Spokane Register of Historic Places.

After Recording Return to:  
Clerk of the Board  
Spokane County Commissioner's Office  
1116 W. Broadway, Room 100  
Spokane, WA 99260

**NOTICE OF MANAGEMENT AGREEMENT**

*NOTICE IS HEREBY GIVEN that the property legally described as:*

***THE NORTH 90 FEET OF LOT 5, BLOCK 2, HAVERMALE'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 22, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.***

*Parcel Number(s) 35184.1207, is governed by a Management Agreement between the City of Spokane and the Owner(s), Studio 24, LLC, of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.*

*Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No.\_\_\_\_\_.*

*I certify that the above is true and correct.*

*Spokane City Clerk*

*Historic Preservation Officer*

\_\_\_\_\_  
*Dated: \_\_\_\_\_*

\_\_\_\_\_  
*Dated: \_\_\_\_\_*

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **17th** day of **April 2019**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Studio 24, LLC** (hereinafter "Owner(s)"), the owner of the property located at **221 West Riverside Avenue** commonly known as the **Riverside Apartments (Leland Hotel)** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the

parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

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Owner

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Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

\_\_\_\_\_  
Megan M.K. Duvall

\_\_\_\_\_  
David A. Condon

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney



STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as \_\_\_\_\_ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires \_\_\_\_\_

## **Attachment A**

## **Secretary of The Interior's Standards**

- 1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- 2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- 4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
- 6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



## SPOKANE REGISTER OF HISTORIC PLACES

# HOTEL LELAND

221 WEST RIVERSIDE AVENUE

4/17/2019

# Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor  
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

## 1. Name of Property

Historic Name: Leland Hotel

And/Or Common Name: New Linden Apartments, Riverside Apartments

## 2. Location

Street & Number: 221 W. Riverside Avenue

City, State, Zip Code: Spokane, WA 99201

Parcel Number: 35184.1207

## 3. Classification

### Category

☒ building

☐ site

☐ structure

☐ object

### Ownership

☐ public ☐ both

☒ private

### Public Acquisition

☐ in process

☐ being considered

### Status

☐ occupied

☒ work in progress

### Accessible

☒ yes, restricted

☐ yes, unrestricted

☐ no

### Present Use

☐ agricultural

☒ commercial

☐ educational

☐ entertainment

☐ government

☐ industrial

☐ military

☐ museum

☐ park

☒ residential

☐ religious

☐ scientific

☐ transportation

☐ other

## 4. Owner of Property

Name: Studio 24 LLC

Street & Number: 502 W. Riverside Avenue

City, State, Zip Code: Spokane, WA 99201

Telephone Number/E-mail: Chris@RenCorpRealty.com

## 5. Location of Legal Description

Courthouse, Registry of Deeds

Street Number:

City, State, Zip Code:

County:

Spokane County Courthouse

1116 West Broadway

Spokane, WA 99260

Spokane

## 6. Representation in Existing Surveys

Title: East Downtown Historic District National Register Nomination

Date: 2003 ☒ Federal ☐ State ☐ County ☐ Local

Depository for Survey Records: Spokane Historic Preservation Office

## 7. Description

### Architectural Classification

### Condition

- ☐ excellent  
☒ good  
☐ fair  
☐ deteriorated  
☐ ruins  
☐ unexposed

### Check One

- ☐ unaltered  
☒ altered

### Check One

- ☒ original site  
☐ moved & date \_\_\_\_\_

*Narrative statement of description is found on one or more continuation sheets.*

## 8. Spokane Register Criteria and Statement of Significance

**Applicable Spokane Register of Historic Places criteria: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☒ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.

*Narrative statement of significance is found on one or more continuation sheets.*

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property: less than 1  
Verbal Boundary Description: HAVERMALE ADD N90FT L5B2  
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

## 11. Form Prepared By

Name and Title: Jim Kolva  
Organization: Jim Kolva Associates, LLC  
Street, City, State, Zip Code: 115 South Adams Street, Suite 1  
Telephone Number: 509-458-5517  
E-mail Address: jim@jimkolvaassociates.com  
Date Final Nomination Heard:

## 12. Additional Documentation

*Additional documentation is found on one or more continuation sheets.*

**13. Signature of Owner(s)**

\_\_\_\_\_  
\_\_\_\_\_

**14. For Official Use Only:**

Date nomination application filed: \_\_\_\_\_

Date of Landmarks Commission Hearing: \_\_\_\_\_

Landmarks Commission decision: \_\_\_\_\_

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.**

\_\_\_\_\_  
**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
Third Floor – City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

\_\_\_\_\_  
**Date**

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

### SUMMARY STATEMENT

Rising from a basalt rubble and brick basement, the Leland Hotel is an unreinforced buff-colored brick apartment building (former single room occupancy hotel). Built in 1907, and remodeled in 1980, the building is midblock along the south side of Riverside Avenue between Bernard and Browne streets. The front façade is symmetrically-arranged, divided into four equally-spaced bays, and rises four stories before terminating in a sheet metal cornice and brick parapet wall. The flat-ached window bays are topped with voussoired brick soldiers with press molded sheet metal keystones that project from and above the brick arches. Pressed sheet metal sills beneath each window bay project from the brick field and beyond the jambs.

The shop fronts of the ground floor are divided into three sections by two square posts that are aligned on the outside jambs of the two center window bays. The ground floor was significantly altered in the 1980 remodel and “modernization.” A structural seismic retrofit resulted in a plaster-clad steel “A”-frame within the entry bays supporting a horizontal beam that spans the front from corner to corner. Recessed door openings are in each of the end bays and a glass- and aluminum-frame storefront assembly spans the middle bay. Plaster and pebble rock clad the ground floor wall surfaces.

The building is topped with a flat tar composition roof.

### DESCRIPTION OF PROPERTY – CURRENT CONDITION AND APPEARANCE

The four-story front façade faces north along Riverside Avenue. An asphalt parking lot is on the east side and the three-story Mearow Block (1905, Spokane Historic Register) is adjacent to the west. Fifty feet wide, the building is 80 feet in depth on a lot of 50 feet by 90 feet.

Constructed of buff-colored brick in stretcher bond, the building is relatively plain, symmetrically-arranged, and divided into four window bays on the upper three floors and three bays on the ground floor. The ground floor bays are defined by flat plaster-clad pilasters and beams that frame the end entry bays and the center shop front bay. “A”-frame beams are embedded within the end entry bays and frame the recessed entries. The “A”-frame assembly is a seismic upgrade completed in the 1980 remodel of the building. Extending through the upper portion of the “A” assemblies at each end are horizontal beams that bridge between the two framing pilasters. A similar horizontal element is across the center bay along the same line as the end bays. The transom field between the horizontal beams is stucco. The center bay has a medium height bulkhead wall clad with stone pebbles and five vertically-oriented glass panels separated by black metal frames.

A blue canvas awning with the letters “Riverside Apts. 221 W” projects over the easterly entrance to the apartments. The entry to the apartments is recessed and composed of bronze-anodized aluminum-frame glass panel sidelights and transom in which is set a single aluminum-framed glass panel door. The westerly entrance, “223,” provides access to the vacant retail bay. The entry bay consists of a single glass panel door and two-section glass panel sidelight, divided horizontally. The area above the door assembly is a blank sheetrock panel. The wall section on the east side of the entry landing is glass panel divided horizontally. Bronze-anodized aluminum moldings frame the door, sidelight, and sidewall panels.

A pressed sheet metal sill course extends from corner to corner at the second floor level, dividing the commercial bays of the ground floor and the residential floors above. The windows are



relatively wide and dominate the façade. Voussoired brick soldiers form the flat arches that are detailed by pressed sheet metal keystones that project from and extend above the brick arches. Brick walls form the jambs with the bottoms accented by pressed sheet metal sills that project from the façade and extend beyond the jambs. The sash consists of two aluminum-frame glass panels that are vertically oriented, and slide horizontally to open. A pressed sheet metal entablature tops the façade and is composed of an unadorned flat frieze, projecting modillions, and molded projecting cornice. The top of the brick parapet wall is visible above the cornice.

Union Iron Works cast iron columns support the header across the front façade. These columns have been exposed by removal of the sheet rock cladding of the 1980s first floor façade.

### **East and West Façades**

Adjacent to a three-story building, the west façade is essentially blank. Likewise, the blank red-painted east façade displays a raw brick “shadow” of the one-story building that formerly stood adjacent to the east side. The top of the façade steps down from the front pediment to the rear (north) end. One segmental-arch window opening is near the middle of the façade just above the parapet line of the former building. A blank gray panel awaits a painted image per the black sign “ADVERTISE HERE 536-2663.”

### **Rear Façade**

The rear façade opens south to what was originally an open court between the subject building and adjacent brick buildings to the south, east and west. The flat brick façade is composed of three stories—second, third, and fourth--each with four equally-spaced segmental arch window bays. The first floor is partially below grade with the second story door threshold about five feet above grade. Centered between bays 3 and 4 (from the east) are segmental-arch door openings that have been filled in with concrete blocks. There was likely a stair tower that provided access from these doors to the open court at ground level. The sash is metal frame divided vertically into two panels that open by sliding horizontally. The window arches are formed by brick soldier voussoirs and the sills are formed by brick headers. The parapet is brick devoid of decorative elements. The exposed below grade level has seven arched bays, all filled in with concrete blocks. Two door openings, one near each corner, are filled with flat metal slab doors.

### **Interior**

The basement consists of basalt rubble and brick walls, concrete floor, wood post and beam, and exposed joists. The basement is divided into two main sections by a brick wall and, other than electrical and mechanical equipment at the bottom of the stair landing, is closed to access.

The first floor was completely altered in the 1980 remodel with the removal of the original store bay partitions. In its current configuration, the westerly entrance, (a recessed single-door entry) provides access to the commercial bay that occupies the central portion of the ground floor. The room is open and finished with sheetrock and plaster walls and ceiling. The wood floor is unfinished.

The easterly bay, also accessed by a single-door recessed entry, is a hallway that reaches back to a small lobby with elevator, door to a stairwell, and mailboxes for the residential units. An enclosed stairwell in the northeast corner provides access to the basement equipment room. The walls and ceilings are sheetrock and plaster, with a wallpaper wainscot below a four-inch flat wood chair rail. The floor is ceramic tile partially covered with carpet.

The elevator at the end of the east entry hallway (south wall) provides access to the second, third and fourth floors. A flat slab steel door in the west wall facing the elevator door provides access to the stairway to the same floors. The 1980 remodel reduced the number of units from about sixty to twenty-four. Each floor contains eight rooms that line a central hallway and lateral halls. The walls and ceilings are sheetrock and plaster and the floors are carpet. The ceilings are dropped in a grid pattern of acoustical tile panels and florescent light panels. Doors are flat slab wood composite with the openings framed by simple wood moldings. A flat 4-inch wood molding runs along the base of the walls. The apartment rooms are varied in shape, but each has a small kitchen and a bathroom with tub/shower, toilet, and sink with vanity. On the fourth floor an open stairway in the southwest corner provides access to the roof. Likewise, an open stairway opposite the elevator provides access to the lower floors. Other than a plain newel post, none of the original detailing or materials is extant.

#### ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

A photograph from 1937 (*The Spokesman-Review*) shows the building with original storefronts, multi-light transoms, and upper floor window sash. The ground floor was divided into three shop fronts, 221, 223, and 225, and a door to the Hotel Leland at 221-1/2. Low recessed panel bulkhead walls topped by shop front display windows, angled glass entry landings to recessed door bays, and a transom band of four-inch multi-light glass panels, characterized the ground floor. Four cast iron posts extending from grade through the storefronts to the brick field of the second floor divided the storefront. A wrought iron fire escape and landings on the second, third, and fourth floors with a ladder over the top of the cornice was attached to the wall in front of the second windows from the west. Window sash was double-hung wood with one-over-one light. Façade moldings were pressed and painted sheet metal and comprised the sill course dividing the ground and upper floors, sills of the third and fourth floors, keystones, and entablature and cornice.

The original building, according to press accounts (*S-R*, 11/ 3/1907) contained sixty units of single-occupancy rooms with communal toilets and bathrooms, likely 20 per floor—4 units at the front windows, 4 units at the rear, 3 units each across the halls (north side and south side, opening to a window well) and 3 units each on the west and south sides of the window wells.

## **SECTION 8: STATEMENT OF SIGNIFICANCE**

### **Area of Significance:**

**A – Broad Patterns of Spokane History**

**B - Associated with lives of persons significant in our past**

**C – Architecture (with upgrades)**

**Significant Dates:** 1907, 1980

**Period of Significance:** 1907-1968

**Architect:** Alfred Jones

**Building Developer:** Eugene B. Hyde

**Building Contractor:** unknown

### **SUMMARY STATEMENT**

#### **Significant under Category A – Broad Patterns of Spokane History**

The 1907 Leland Hotel is eligible under Category A because it was constructed during the city's most significant period of growth, 1900 to 1910. In the commercial vernacular style and as a downtown single room occupancy hotel (SRO), the Leland Hotel is a foundational property type in downtown Spokane's progression. The original floor plan and room configuration were characteristic of SROs, but those interior features were altered in 1980 when the 60 rooms were reduced to 24 apartment units. The Leland (also known as the New Linden) operated continuously as a lower-to-middle income residential hotel/apartment from its construction in 1907 to 1980, after which it was remodeled and has continued in a residential use since. The Hotel Leland was one of many such hotels and apartment buildings that filled the downtown blocks on the east, south, and west of the business core. Indeed, it is within a cluster of seven (or eight) former SROs within its block.

Included as a contributing resource within the East Downtown Historic District boundary, the Leland Hotel meets the characteristics of the building types and uses included and described within that district.

#### **Significant under Category B -- Associated with lives of persons significant in our past**

Arriving in Spokane Falls in 1881, Eugene B. Hyde was a Spokane pioneer, the city's first marshal and police chief (1881-1885), organizer of the city's first volunteer fire department, a city commissioner, and a state senator. He built his first Hyde Block, a three story brick in 1886; and after it "went up in smoke" in the fire of 1889, built his second Hyde Block, a six-story brick on the corner of Riverside and Wall (NRHP), razed) in 1890. After suffering financial losses in the economic downturn of 1893, Hyde also lost his Hyde Block; but in 1907, on a lot he and his wife had retained, he built the Leland Hotel. Hyde resided in Spokane until about 1912, and for health reasons moved to Los Angeles. He passed away in Los Angeles in 1917, and his body was returned to Spokane for burial at Greenwood Memorial Terrace. In May 2007, the Spokane Police Department History Book Committee, the Spokane Law

Enforcement Museum, and Fairmount Memorial Association dedicated a monument by Hyde's graveside in honor of his service to the city.

### **Significant under Category C – Architecture**

The four-story buff brick building is a good example in the downtown of a mid-block vernacular apartment building/residential hotel. With commercial use on the ground floor and apartments above, the building was a classic SRO. Its basalt rubble and brick foundation, symmetrical brick façade, voussoired flat-arched window bays, pronounced pressed tin sills, keystones and cornice, are characteristic commercial building features of the first decade of the 20th century. [The use of pressed sheet metal for sills, belt courses, and keystones is rare in Spokane; such material is common in cornices, but not other detailing.] The building, however, has been altered by the replacement of the original double-hung wood sash windows, and the rebuilding of the original storefront with a seismic upgrade that adversely compromises its design integrity (both alterations can be corrected).

Alfred Jones, architect, designed the Leland Hotel along with several major buildings in downtown Spokane, individually and with partner Joseph Levesque. His buildings include the Plechner Building (1906), Kempis Apartments (1906), Espanola Apartments (1907), Morgan Block (1909), Longbotham Building (1909) and with Levesque, the Smith Funeral Home (1912), and Raznik Building (1912).

### **Development of the Leland Hotel**

Eugene B. Hyde, one of Spokane's prominent citizens and real estate developer, had built two Hyde buildings, the first destroyed by the fire of 1889, and the second, a six-story brick edifice at the same corner of Riverside and Wall. Although Hyde had lost his eponymous building as a result of financial setbacks, he still owned property on Riverside Avenue. He had owned the north 90 feet of Lot 5, Block 2, Havermale Addition for about six years before developing the Leland Hotel. Although Hyde remained active in downtown affairs and recovered from his financial losses in the Citizen's National Bank failure, he seemed to maintain a low profile and little is reported in the local press. In 1907, *The Spokesman-Review* (May 18) reported:

#### **E.B. HYDE TRANSFERS BUILDING**

##### **Puts his property in name of Wisconsin Realty Co.**

Eugene B. Hyde has transferred his property of the south side of Riverside, between Bernard and Browne streets to a Wisconsin Realty Company of which he and his wife are the stockholders. The property consists of a lot 50x90 feet, occupied by a one-story brick building. Mr. Hyde owned the property about six years.

At the same time, the property records at the Spokane County Assessor's office indicate that Hyde and his wife, Florence, transferred, by quitclaim deed on May 17, 1907, this same property to the Northwestern and Pacific Hypotheek Bank.

Less than one week later, *The Spokesman-Review* (May 22) announced:

**EUGENE B. HYDE PLANS BUILDING  
FOUR-STORY BRICK ON RIVERSIDE BETWEEN BERNARD AND BROWNE  
WILL COST ABOUT \$35,000**

**Structure to be 50x80, First Story for Storerooms and Upper Floors Living Rooms.**

Eugene B. Hyde is having plans prepared for a four-story brick building on the south side of Riverside avenue between Bernard and Browne streets, which will cost about \$35,000. The building will have a frontage of 50 feet. It will occupy a lot 50x90 feet. Alfred Jones is preparing the plans, and it is expected work will begin within a month.

The property is described as the north 90 feet of lot 5, block 2, Havermale's addition. It is 50 feet west of the Pedicord hotel, on which two additional stories are being built. The first story of the new building will be finished for storerooms, and the upper floors will probably be used for a lodging house. Mr. Hyde has owned the property for several years and recently put his property in the name of the Wisconsin Realty company, of which he and his wife are the stockholders.

An advertisement in the November 3, 1907 edition of *The Spokesman-Review* gave notice that Hyde's new building was complete. "Hotel Leland," captioned a photo of the new building.

Mrs. L.F. Probst of the Spokane Woman's Exchange announces the opening of her new hotel at 221 Riverside avenue on Monday evening, November 7, 1907, 7:30 to 10 p.m., to which the public is invited. The Hotel Leland is a new four-story brick building with 60 steam-heated, modern and elegantly furnished rooms.

**Historical Context**

The historical context for Spokane has been included in several National and Spokane Register nominations, including the East Downtown National Historic District (Woo, 2003) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993); thus the Spokane historic context discussion is abbreviated.

The Spokane River and its falls had long been a gathering place for Native American tribes. It also attracted white settlers, J.J. Downing and family, and S.R. Scranton who established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney would follow and purchase the claims of 160 acres and the sawmill from Downing and Scranton. Early industry would use the water power for milling and sawing lumber and to generate electrical power. The settlement would grow slowly until the coming of the railroad.

The Northern Pacific Railroad arrived in Spokane Falls in 1881, the year of Spokane's incorporation, and with the connection of the eastern and western branches in 1883,

transcontinental service through Spokane Falls was established. Spokane continued to grow as a regional shipping and distribution center through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. Although suffering a set back by the fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded as new brick buildings rose from the ashes. The devastation wrought by the fire resulted in a city ordinance to reduce fire hazard, leading to brick and terra cotta becoming the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the business district would spread east to Division Street and follow Monroe Street across the river. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a marked increase in the building of commercial buildings in the east downtown. Frame dwellings gave way to brick commercial buildings and street frontages began to solidify. Among the property types and businesses that were prevalent were hotels, lodging houses, saloons, banks, drug stores, and restaurants. They were built to meet the needs of a rapidly growing population.

Generally, warehouses cropped up along the Northern Pacific rail corridor, between the two alleys bracketing the tracks. In the blocks north of that warehouse district and the Northern Pacific railroad depot were shops and two-to-three-story residential hotels, or SROs. These hotel blocks ran along Riverside and Sprague avenues, and the cross streets between Washington and Browne streets as they melded with the office and retail district.

According to Woo (2003), Spokane's population exploded from 36,848 to 104,402 between 1900 and 1910.

This growth mirrored the population expansion of the state that saw its greatest increase in the same decade. Many people moving to Washington settled in the states three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from about the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain

the city and keep pace with the speculative growth. By 1950, the population had increased by only 50,000.

### **East Downtown National Historic District**

According to the nomination (Woo, 2003), the period of significance for the East Downtown Historic District begins in 1890 with the construction of the Northern Pacific Depot and ends in 1953, the fifty-year date set for eligibility for the National Register. Approximately two-thirds of the existing buildings in the district were built in the first decade of the 20th century during Spokane's biggest era of economic and population growth. According to the nomination:

The East Downtown Historic District is located on the fringe of downtown. Building heights range from one-story to eight stories, with most averaging two or three stories in the industrial area adjacent to and south of the tracks. Most of the buildings in the district are commercial vernacular in style and clad in brick. Foundations are stone, brick, or concrete. Typically, the ground floor is occupied by small businesses while the upper floors are used for offices or hotels/residential apartments.

The East Downtown Historic District contains many of the city's SROs, a specific type of working-class housing that was developed to house the itinerant workers who came to Spokane in great numbers. Mostly constructed between 1900 and 1910 to meet the housing demand the itinerant workers created, the SRO in Spokane was typically two to four stories in height with ground floor commercial/retail space and hotel rooms on the upper floors. The businesses on the ground floor catered to the residents of the hotel as well as the general population.

Buildings within the district vary in use but generally fall in the following categories: transportation; commercial; industrial; and single room occupancy hotels (SROs). The diversity of businesses allowed for a community to live and thrive in downtown. The Leland was similar to the typical SRO in that it had small, undefined rooms (simple rooms that could be used as living or bedrooms), some of which were combined by a common interior door, with no separate kitchen and the shared bathroom down the hall. It offered a gas stove (after the 1960s) and sink, and in some cases, a separate bedroom in the rental units. From the exterior and ground floor uses, the Leland exhibited the fundamental characteristics of the SRO.

### **Characteristics of Single Room Occupancy Hotels (SROs)**

Craig Holstine in his National Register Thematic nomination, described the characteristics of the SRO as such:

Single room occupancy hotels were typically of unreinforced masonry construction, usually red or buff bricks. Architectural detailing was rarely elaborate, and normally sparse. Although sizes varied, they were normally more than two and less than five stories high, ...Most SROs had basements, usually used to house coal-burning furnaces and for storage. ...

In most SROs, a stairway entering from the front of the building provides direct access to the second level, where a small lobby or waiting area with a built-in bench is situated adjacent to a manager's office or nook with registration desk. Interior stairways are often included in SROs, usually positioned near the rears of the two side wings, or in the building's midsection. Fire escapes provide emergency exits from rear hall windows. [Leland originally had fire escapes on the front of the building.]

Fenestration patterns on the upper levels normally reflected the regular, consistent arrangement of the guest rooms. Windows were almost always double hung wood sash. Plate glass display windows were common features of the street level commercial bays that existed in most SROs.

Perhaps the most character-defining feature of single room occupancy hotels is their floor plans on the upper, residential floors. Normally hallways cross the width of the buildings paralleling the street behind the bank of rooms facing onto the street; hallways, often wide in dimension, run at ninety degree angles off the front hall into side wings of the buildings, with rooms facing into the hallways. Rear hallways paralleling alleyways behind the buildings may exist to complete a square configuration surrounding a light well providing sunlight to interior rooms. In the typical modified "U" shaped buildings, the light well opened out into the alleyway behind the structures. Some upper level hallways received both artificial and sunlight from ceiling skylights. ... Hinged transoms above the doors provided ventilation to the rooms, all of which had additional ventilation from exterior windows. The few interior rooms without exterior windows were apparently connected via single doors with another room having an exterior window.

While some rooms were originally equipped with private baths, the overwhelming majority of rooms in all SROs did not have baths nor toilets. The features were found on each floor and shared in common by residents of as many as 19 rooms. Some rooms had sinks with hot and cold running water, but most appear not have had sinks originally. Some SROs had built-in closets; most had wardrobes or armoires.

The characteristic features of the SRO had been removed and the building is a contemporary apartment building. The sixty rooms that lined the halls—floor plan is indeterminable—have been reduced to twenty-four. Likewise, the interior rooms, circulation pattern, and materials have been totally altered.

#### **Development of the Leland Hotel block**

The Leland Hotel is in the block bounded by Riverside on the north, Browne on the east, Sprague on the south and Bernard on the west, Block 2, Havermale Addition.



The block is long, about 580 feet, and narrow, about 180 feet, consequently, lot 5, the subject lot, at 90 feet, has less depth than in the typical downtown lot. The block also included a 14-foot north-south alley 100 feet from the west end (now vacated).

The 1889, 1890 Sanborn Fire Insurance Maps indicate that the site was a portion of a larger parcel occupied by a wood frame dwelling that fronted on Riverside Avenue and a smaller wood frame dwelling and shed along Sprague Avenue. The lot fronted on both Riverside and Sprague avenues. The remainder of the block had five large dwellings, several smaller dwellings, and sheds that were on either side of the site. In 1891, commercial buildings were at the west end: two two-story frame store buildings at the northwest corner, and a one-story frame store building two lots west of the subject site.

In 1902, the parcel in which the site is located included three dwellings, one fronting on Riverside, and two fronting on Sprague. Store buildings were at the west end, and one of the westerly parcels contained a 1-story frame store, sheds, a frame dwelling, and “cheap shanties.” Dominating the block was the Hotel Pedicord, a five-story brick building built in 1893 that fronted on both Riverside and Sprague avenues.

The 1910 Sanborn shows the complete transformation of the block. Only one dwelling remained. The remainder of the block was occupied by brick store fronts, mostly SROs, from two to four stories in height. The block parcels, with only two exceptions, had been divided in an east-west line, resulting in lots fronting both Riverside Avenue and Sprague Avenue. The subject parcel is the north 90 feet of Lot 5, and the four-story brick building depicted in Sanborn for the first time occupies the north 80 feet of the lot.

By 1928, the entire block is filled with brick buildings. The dwelling depicted in the 1910 Sanborn is gone and the lot occupied by the Pedicord Garage.

The 1958 Sanborn shows the same buildings as 1928 with the exception of the Bear Axle garage.

The current configuration of the block consists of a cluster of seven buildings at mid-block, and two buildings at the east end fronting on Browne and the corners of Riverside and Sprague avenues. Parking lots replacing demolished buildings, including the venerable Pedicord Hotel, lie in between and at the west end of the block along Bernard Street. Anchoring the southeast corner of the block is the 1904 Alger-Bristol Hotel (SRHP), with the 1905 National Hotel at the northeast corner (SRHP). Adjacent to the west of the Leland Hotel is the 1905 Mearow Block (SRHP), further west is the 1905 Hale Block (SRHP), and at the end of the row of four buildings is the 1904 Albert Hotel (NRHD). West of the Albert, parking lots extend to the corner of Riverside and Bernard. Likewise parking lots extend east along Sprague from its corner with Bernard to the 1905 Sydney Hotel (NRHD). Adjacent to its east is the 1930 Bear Frame & Axle Garage (SRHP) [The East Downtown nomination has the building as Spokane Everitt Motor Co., 1911]. Framing the east side of the Bear is the Sprague façade of the Mearow Block, the Richmond Hotel. Except for the Bear

Frame & Axle Garage, all the remaining buildings were built as single room occupancy hotels; all except the four-story Leland are three stories in height.

**R.L. Polk Directory and Building Permits – 210-203 West Riverside Avenue**

The Leland Hotel, an SRO hotel building, was listed at the address 221-1/2 in 1908 and would continue operating as the Leland until ca. 1949 when the name was changed to the New Linden Hotel that operated until 1974. After a major remodel in 1980, the Leland name returned as the New Leland Apartments.

Eugene Hyde received an electrical permit in November 1907 as the building was nearing completion. An early occupant of the ground floor commercial spaces was the Union Tea Company at West 223 that was issued an electrical permit in December 1907, and listed in the Polk Directory in 1908. Also listed in Polk was the Leland Hotel, with Mrs. L.F. Probst, proprietor. Grand Union Tea Company was listed until 1910, followed by Imperial Barber Supply. A barbershop occupied West 221.

By 1910, Mrs. Probst (Lilla F.) was replaced by H.M. Sharp as proprietor of the Leland. Mrs. George L. Probst had arrived Spokane in and was listed in the 1889 Polk Directory as a dressmaker. She resided at 113 E. Sprague with her husband George L. Probst who was listed as a “livestock dlr.” Mrs. Probst was not listed again until 1899 when listed as a clerk at Crescent Drygoods and residing the the Germond Block. In 1900 she was a clerk at the Whitehouse Company and the Probsts resided in room 217 of the Germond Block. George passed away in 1902. In 1904 Lilla was listed as the bookkeeper for the Spokane Women’s Exchange and resided in the Granite Block. From 1905 to 1907 Lilla was the manager of the Women’s Exchange (An organization that supported women by maintaining and operating cooking and sewing schools) and resided in the Metropole Block. In 1908 she was proprietor of the Hotel Leland in which she resided. She moved to and was the proprietor of the Hotel Vallamont at South 11 Cedar in the following year; in the next year she owned L.F. Probst and Company, the proprietors of the Hotel Vallamont. As in past years, she continued to be listed as widow of George L. but was not listed between 1912 and 1916. Her final listing in Polk was in 1917 and she resided at E. 1218 11<sup>th</sup> Avenue (home of her sister). Lilla passed away on December 25, 1917. Her death notice (SDC, 12/26/1917) reported: “For the last 25 years she has been active in business in the city, having been connected with the woman’s exchange and later engaged in a similar business for herself. She was a member of the Westminster Congregational church, the Evening Star and the Maccabees.”

According to the 1910 U.S. Census enumeration, 37-year old Henry M. Sharp and his wife Georgia, were from Wisconsin, and he was the keeper of the hotel. A stepdaughter and stepson resided with them. In addition, thirteen lodgers were enumerated, with only one other woman. All residents had been born in the United States. The residents had the following occupations: theater performer, railroad engineer, miner, vaudeville artist, clerk, cashier, civil engineer, electrician, salesman, laundryman, locomotive engineer, and waitress.

In 1915, the Rickert Music & Sewing Machine Company occupied West 223 and operated there through 1925. The 1920 U.S. Census indicated that 53 families resided

in the building, but only enumerated nine individuals. Albin Larson with wife Annie was the manager of the hotel and the rest were listed as lodgers. Albin was born in Sweden as were three other lodgers. One English and one Danish, and three Americans were also listed. The residents were employed as hotel day clerk, and night clerk, laborer, miner, bookkeeper, and lumberman. B&B Cutlery Shop

The Salvation Army, Scandinavian Corps, occupied the West 223 storefront from 1931 through 1938, and its presence may have explained the concentration of Swedish lumberjacks residing upstairs, or vice versa. The 1930 U.S. Census enumerated 35 lodgers, all males. Fourteen of those lodgers were from Sweden, seven from Norway, one from Denmark, one from England, one from Scotland, one from Canada, and ten from the USA. The Scandinavians were lumberjacks, twenty-two of whom reported that they worked in the woods or in logging. Among the other occupations were a hotel clerk, millwright, hotel porter, clerk and carpenter.

A 1937 photo of the Leland, showed West 221 to be for rent, West 223 as home to the Salvation Army, and West 225 as The Mecca (Tavern). The 1939 Polk Directory listed the Mecca Tavern at West 223; and the West 225 address was no longer listed.

The Scandinavian contingent was gone in the 1940 U.S. Census; only two Swedes remained at the Leland. Thirty occupants were counted, only three of whom were married with family. Only six females resided at the Leland. Nippon (2), Russia, Yugoslavia, Canada (3), Poland, Austria, and the Philippines were represented. Occupations included hotel proprietor (2), barber (2), cook, gardener, seamstress, janitor, truck driver, pinsetter, carpenter (2), salesman (2), photographer, porter, secretary, machinist, and laborers (5).

In 1945, the Hotel Leland had a name change and became the New Linden Hotel. A barbershop of the same name was at the West 221 address. Cook's Radio and Appliance occupied West 223. A variety of businesses occupied the street level of the New Linden Hotel, Apartments, and Lodgings through 1974 when the name no longer appeared in Polk. West 221 was the space occupied by barbers from the New Linden, to Tommy's, to Delux. West 223 was occupied by Audel's Food Center, Henry J's Second Hand Store, and was intermittently vacant. After 1974, the address West 221-1/2 was no longer listed.

The big change in the life of the building occurred in 1980. On December 13, 1979, Ms. Florence B. Watson, widow, by quitclaim deed, transferred ownership of the property to Manuel Th. Arce. This was followed by a partnership agreement that was executed on February 28, 1980 between Arce, his wife, and Paul Sandifur and his wife for the purposes of acquiring, developing, rehabilitating and renting the real property described as the North 90' of Lot 5, Block 2, Havermale's Addition. The building renovation reduced the 60-unit SRO to a 24-unit apartment building. Aside from the changes to the second, third, and fourth floor windows, the most significant change was the street level façade. An April 22, 1980 letter to City of Spokane Building Department from Charles W. Hinzman, of Atwood-Hinzman, regarding the structural analysis of building precipitated a change that altered and disrupted the character of the storefront. "We are recommending that two structural steel braced frames and

foundations be installed to transfer floor diaphragm forces on the north wall to the ground.” This modification resulted in the “A”-frame shapes of the east and west entry bays. The wall section between the entries was also modernized.

The building was vacant in 1980 and in 1981. After that, West 221 was listed as the New Leland Apartments. West 223 was vacant, but in 1983 was occupied by the Heritage Family Theater. The 1984 Polk Directory listed 24 residents within the 24 units. China Best Restaurant served food and beverage at the West 223 address until 2001. The West 223 address was not listed in 2002, but occupied by Spokane Commercial Roofing until 2015.

### **Building Owner/Developer – Eugene B. Hyde (1849 -1917)**

#### **The Hyde Family**

As stated by Nancy Compau in her Spokane Register nomination of the Fernwell building (1985), “Hyde was a member of a remarkable family who had come to Spokane Falls in 1881 from Wisconsin when the town had little over 200 inhabitants.” [Her reference was to Rollin, but the same applies to Eugene.] The first of the family to journey Spokane Falls was Samuel C. Hyde who arrived in Spokane in 1879 and established a law office. In 1880, he was elected prosecuting attorney of the newly formed Spokane County, a position he served until 1886. In 1894 he was elected to congress and was instrumental in the securing the appropriation to construct Fort George Wright. Hyde continued his law practice and, after retiring, served as Justice of the Peace until his death in 1922 at the age of 80. He convinced his family to join him in Spokane, which they did in 1880. Brothers, Eugene B. and Rollin C., sisters, Clara S. Olmstead and three children, and Martha (Martha arrived in 1882 and was a teacher) followed Samuel. Rollin settled near Davenport on homestead and timber stands, and owned and dealt land in the city of Spokane. He built the Fernwell Block in 1890, but lost the building as a result of financial difficulties from the aftermath of the panic of 1893 by sheriff’s sale in 1900. [An article in the March 24, 1979 *Spokane Daily Chronicle*, “The Hyde Family: Saga of Builders, by Glen Olmstead (a family member) reminds the reader of the contributions made by the Hyde family to the development of Spokane.]

**Eugene B. Hyde** was born in Utica, Wis., January 13, 1849. He came to Spokane May 18, 1881 with his mother, brother Rollin, and sisters. He established himself in the real estate business and was soon appointed as city marshal (chief of police). He was then elected to the position and served until 1885. Hyde also organized a volunteer fire department and, in August 1884, he was elected president of Rescue Hose Company No. 1. In December the city council appointed Hyde as temporary Fire Marshall. (Spokanefire.org, 2003) He would be reelected to that position (Chief Engineer) and finally resigned in 1888. Hyde was elected to city council to represent the second ward in 1885. In 1886 he built the first Hyde Building, a three-story brick at the corner of Riverside and Wall. During his tenure as the county road supervisor, Hyde promoted extension of roads to Spangle Rockford, Deep Creek, and Four Mound prairie and extending roads to Spangle. The great fire of 1889 consumed his fine brick building, but he promptly rebuilt his second Hyde Building, a six-story brick, in 1890 (razed in 1979).

Hyde was elected to the Washington State Senate and served from 1891 to 1895. In 1889, he, as the principal stockholder, director, and president, opened the Citizen's National Bank that succumbed to the economic downturn in 1893. In that financial reversal, he lost his landmark Hyde building. He continued his work in downtown Spokane, and the 1910 Census enumerated Eugene B. Hyde as boarding at 1927 Riverside Avenue with his wife Florence. His profession was capitalist.

Hyde moved to Hawaii around 1912 because of poor health. Hyde and his wife moved to the Los Angeles area in 1915. The news of his ill health was reported in *The Spokesman-Review* on February 12, 1917.

#### **DEATH MENACES EUGENE B. HYDE**

##### **Pioneer of Spokane Is Reported Near Demise in Los Angeles.**

##### **CAME TO SPOKANE IN 1881**

##### **Filled Positions of Trust—Brother of Justice S. C. Hyde and Rolland Hyde.**

Eugene B. Hyde, age 67, a pioneer of Spokane, who erected the Hyde Building on Riverside avenue is dying at Los Angeles according to information which reached here last night. Justice S.C. Hyde, his brother, made hasty preparations for departure to Los Angeles this morning.

Rolland Hyde, a brother who erected the Fernwell building, is already at the bedside. The stricken man is said to have wasted away since leaving Spokane two years ago and weighs less than 80 pounds.

Mr. Hyde came to Spokane in 1881 and bought and sold real estate. He was the first city marshal, chief of police and also served as a member of the city council in an early day. He promoted the building of roads to Spangle Rockford, Deep Creek, and Four Mound prairie.

In 1888 he was elected a member of the territorial council, served as a delegate to the national republican convention, being the only delegate west of the Rocky mountains who voted continuously for Benjamin Harrison.

He was elected a member of the state senate in 1889 and served until 1885. Mr. Hyde is a thirty-second degree Mason.

...

*The Spokesman-Review* would report Hyde's death on May 28, 1917.

#### **EUGENE B. HYDE, PIONEER, DIES**

##### **"Spokane Resident 36 Years Ago Succumbs to Pneumonia"**

Eugene B. Hyde, a prominent figure in the early days of Spokane and one of the city's first pioneers, age 68, died Saturday afternoon at 4:30 o'clock at Los Angeles. The body will be brought to Spokane and the funeral held here the latter part of the week.

News of the death was received yesterday by Judge S.C. Hyde, a brother, himself a pioneer and former congressman. The immediate cause of death was pneumonia, which affected one lung, Judge Hyde said. His brother had been in poor health for many years.

The last time Mr. Hyde was in Spokane was in November, 1912. He was then in poor health and left here for Hawaii, where he spent most of the winter. Since then he and his wife have lived in southern California.

**First City Marshal.**

Mr. Hyde came here in 1881 and there was no town organization, according to Judge Hyde. E.B. Hyde was the first marshal and served in that capacity four terms.

Immediately after coming here Mr. Hyde engaged in the real estate business and amassed considerable wealth. In 1886 he acquired the property at the southwest corner of Riverside and Wall and erected a three-story brick building, which was known as the Hyde block. This went up in smoke in the big fire of August 4, 1889, but Mr. Hyde at once rallied, as did many other pioneers of those days, and built the present Hyde block, a six-story structure.

Mr. Hyde suffered financial reverses in the hard times of the '90s and lost the property. He was hard hit by the failure of the Citizen's State bank, in which he owned \$37,500 worth of stock.

**Always an Ardent Republican.**

Mr. Hyde was an ardent republican and took an active part in politics in the early days. He was a member at one time of the state senate during the administration of John McGraw. It was at this time that Mr. Hyde was married to Miss Florence Molinelli. Their honeymoon was spent at Olympia

Though Mr. Hyde was had hit by the panic, he retained considerable financial interests. At the time of his death he owned a building on Riverside avenue near the Pedicord hotel, under the name of the Wisconsin Realty company. He and his wife were the stockholders. At the time of his successful operations he was worth \$250,000.

Mr. Hyde was born at Utica, Wis., January 13, 1849. He came to Spokane May 18, 1881. Besides his widow he leaves a brother, Judge S.C. Hyde, and a sister, Mrs. J.B. Blalock of this city, and a brother, Rollin, in south Idaho. There were no children.

The body will be accompanied by the widow, her mother, Mrs. Molinelli, and a brother of Mrs. Hyde,

A May 29, 1917 clipping in the Spokane Public Library's Northwest Room, "Eugene B. Hyde Was Spokane's First Policeman" recounted Hyde's contribution to the city. Hyde "Served With High Courage and Efficiency and Later Became a Financial and Political Power in the Territory."

The Spokane Police Department honored Hyde with a monument by his graveside in 2007. (SR-Leinberger, 2007)

### **First town marshal honored**

In 1881, Spokane wasn't even officially "Spokane" yet. It was still Spokane Falls, in the Territory of Washington, and the newly formed town of around 1,000 people needed a marshal.

Robert W. Forrest, the town's first appointed mayor, appointed Eugene B. Hyde the first marshal.

He became the first elected marshal, or chief of police in 1883, a position he held until 1885.

Now he's been honored with his own monument just in front of his grave at Greenwood Memorial Terrace.

"Thank you for his service," Vern Buckley, police chaplain, said in a prayer at the beginning of the dedication.

Police Department members, including Assistant Chief Jim Nicks, were at the ceremony to pay tribute to Hyde.

Hyde and his family were prominent figures in Spokane. His story, and that of his siblings, is engraved on the monument, along with a picture of the mustachioed chief.

...

Jesse Tinsley would write about Hyde in his Then and Now column in *The Spokesman-Review* in October 2015.

### **The Hyde Building**

Eugene B. Hyde arrived in the frontier town of Spokane Falls in 1881 and jumped into the real estate business. He built a three-story brick building at Riverside and Mill, now called Wall Street, while his brothers Samuel and Rollins were building their own projects nearby.

But Hyde is best remembered as Spokane's first policeman. Mayor Robert W. Forrest appointed the 32-year-old Hyde as city marshal in 1881. He was later elected to the position and served until 1885. He carried a .44-caliber double-action revolver and was quick with it, by all accounts.

Hyde would patrol the streets from noon to midnight while a single deputy served as night watchman from midnight to noon. One of his deputies, Joel Warren, said Hyde's advice to him was simple: "Read the ordinances, Joe, and never lose a fight. If you lose it, it will have a bad effect on the community and cause you lots of trouble."

Hyde organized a volunteer fire department and served as the city's first fire marshal and road supervisor. He went on to be a city council member and state senator.

The first Hyde building was lost in the 1889 fire, but he rebuilt it with six stories in 1890. When Hyde died in 1917, The Spokesman-Review wrote about the city's first cop. "Mr. Hyde served with high efficiency and courage. ... By sheer weight of his strong and quiet personality he held the disorderly element under control ... and Spokane enjoyed a high reputation for law and order at a time when many other western communities allowed themselves to be terrorized by 'bad' men from the plains and mountains."

Warren, who became chief of police in 1887, said, "You never had to ask him (Hyde) to come along. He was always in the lead when there was trouble."

**Architect – Arthur Jones** (Durham, 1912)

**ALFRED JONES, ARCHITECT - 1872 - 1909**

Alfred Jones was born in Chicago, Illinois, July 26, 1872, to parents David and Margaret Jones. He attended school in the Chicago. At the age of sixteen, Alfred joined the Chicago architectural firm, W.W. Boyington & Company and remained with Boyington for six years before working his way to Spokane, arriving in August of 1899. Arthur Jones is first listed in Polk in 1900 as a draughtsman for Held and Permain architects. The 1900 Census enumerates Alfred with wife Lillian and son Alfred with the profession as draughtsman. In 1903 he is listed in the classified section under Architects in the partnership Galbraith and Jones with an office in the Hyde Block. The following year, 1904, through 1910, he is listed under Architects as Alfred Jones with an office in the Fernwell building through 1907 and the Mohawk there after. The 1910 census enumerates Jones as residing at 238 14<sup>th</sup> Avenue, with wife Lillian, and sons Alfred and Harold; and profession as "architect for buildings." The 1911 and 1912 Polk directories list, under Architects, the firm of Jones and Levesque at 312 Mohawk Building. Jones is no longer listed in Spokane after 1912. Because of health issues Jones moved to Arizona in 1912. [Research did not reveal information about his life and death in Arizona.]

According to Durham (1912, p.217-18 and 393), Jones,

... has since followed his profession in this city, making continuous advancement by reason of his natural and acquired ability which has brought him into important relations with the profession that he has always followed.

Evidences of his skill are seen in the Kemp & Heberts store, the Kempis apartments, the Espanola apartments, the Fairmont hotel, the Frederick and the Tokyo apartments, all of which he designed, together with many beautiful residences including the homes of Charles White, Ortho Dorman and many others. Mr. Jones also designed and was financially interested in the company that instituted the first moving picture showhouse in Spokane. They operated under the name of the Spokane Scenic Theater Company and opened the



Scenic Theater at First avenue and Stevens street. Subsequently they built the Empress Theater. Mr. Jones was secretary and treasurer of the company and later promoted another organization known as the Arcade Amusement Company of which he was president. This company built the Arcade Theater on Riverside avenue. On the 1<sup>st</sup> of January, 1910, Mr. Jones formed a partnership with Joseph T. Levesque and the firm of Jones & Levesque today occupies a very prominent position among the leading architects of the city.

Jones is credited with the designs of the following buildings in Spokane:

- Plechner Building (1906, 608 W. Second Avenue, East Downtown NRHD)
- Kempis Apartments (1906, 523 S. Washington Street, SRHP)
- Espanola Apartments (1907, 155 South Oak Street, Browne's Addition NRHD)
- Kemp & Hebert Building (1908, 404 W. Main Avenue, NHR, SRHP)
- Longbotham Building (1909, 22-24 West Main Avenue, East Downtown NRHD)
- Morgan Block/Fairmont Hotel (1909, 315 W. Riverside Avenue, SRHP)
- Tokyo Apartments (1910)
- Empress Theater (demolished)
- Smith Funeral Home (Jones & Levesque, 1912, 1124 W. Riverside Avenue, NHR, SRHP)
- Raznik Building with Levesque (1912, SRHP)

BIBLIOGRAPHY

Brooks-Miller, Scott. Smith Funeral Home. Spokane Register of Historic Places Nomination. 3/1/1989.

Campau, Nancy. The Fernwell. Spokane Register of Historic Places Nomination. 11/18/1985.

Durham, Nelson W. History of the City of Spokane and Spokane County, Washington. "Alfred Jones." Vol. 2, pp. 217-218.

"Empire Hotel." Then and Now. 3/10/2014. <http://www.spokesman.com/then-and-now/empire-hotel>.

Garrett, Patsy M. Office of Archaeology and Historic Preservation. "Hyde Building and Annex." National Register of Historic Places Nomination. 1/1977.

Garrett, Patsy, and Potter, Elisabeth. Browne's Addition National Register of Historic Places Nomination. 1/1976.

Hylsop, Robert B. Spokane's Building Blocks. 1983.

Holstine, Craig, "Single Room Occupancy Hotels in the Central Business District of Spokane, Washington, 1900 to 1910." National Register of Historic Places Nomination. 1993.

Polk, R.L. Directory, City of Spokane. Various years 1907-2010.

Pratt, Orville Clyde. The Story of Spokane (unpub. MS). Spokane Public Library, Ned M. Barnes Northwest Room. 1948.

Reynolds, Sally. Kemp and Hebert Building. National Register of Historic Places Nomination. Listed 7/1/1994; Spokane Register of Historic Places Nomination. Listed 11/01/1993.

Sanborn Map Company. 1888, 1889, 1891, 1902, 1910, 1928, and 1950.

Sheridan, John B. A Survey of Spokane's Low Cost Residential Hotels and Apartments. July 1972.

Spokane County Assessor's Office. Field Files for 221 West Riverside Avenue

Spokane County Assessor's Office, Property Search. 2018.

Spokane City. Building Permit Records on Line. <https://my.spokanecity.org/permits/archive/>. Reviewed 7/10/2018.

Spokane Fire Department. Fire History in Brief: The "Fire Laddies." [www. Spokanefire.org](http://www.spokanefire.org), 9/21/2003 (from Hyde file in NW Room, Spokane Public Library).

*The Spokane Daily Chronicle*

"Hyde Pioneer Dies in South. 5/2/1917. (clipping from Hyde file in NW Room, Spokane Public Library-Hyde, NW)

--. "Hyde, Spokane Pioneer, Dying. 2/14/1917. P16:1.

--. "The Hyde Family: Saga of Builders." Olmsted, Glen. 3/24/79. (Hyde, NW)

--. Mrs. Probst Dead: Lived in Spokane Since Year of Fire. 12/26/1917. P13:3.

--. "Women's Exchange." 2/12/1897. P7:1.

*The Spokesman-Review.* Various articles 1907 to 1917.

--. "Eugene B. Hyde Plans Building." 5/18/1907. P10:2.

--. "Hotel Leland" (Photo Caption). 11/3/1907. P7:5-6.

--. "Death Menaces Eugene B. Hyde. 2/14/1917. P6:7.

--. "Eugene B. Hyde, Pioneer, Dies." 5/28/1917. P1:2.

--. "Eugene B. Hyde Was Spokane's First Policeman. 5/29/1917. (Hyde, NW)

--. "Dying, He Lauds Spokane. 6/3/1917. (Hyde, NW)

--. "The Hyde Building." Tinsley, Jesse. Then and Now. 10/30/2015.

(<http://www.spokesman.com/>)

--. "First Town Marshall Honored." Leinberger, Lisa. 5/17/2007. (<http://www.spokesman.com/>)

--. "Some Apartment Houses Now Being Erected." 6/27/1909. Section IV. p1:1 (full page of photos)

U.S. Census Records. <http://familysearch.org>. 1910, 1920, 1930, 1940.

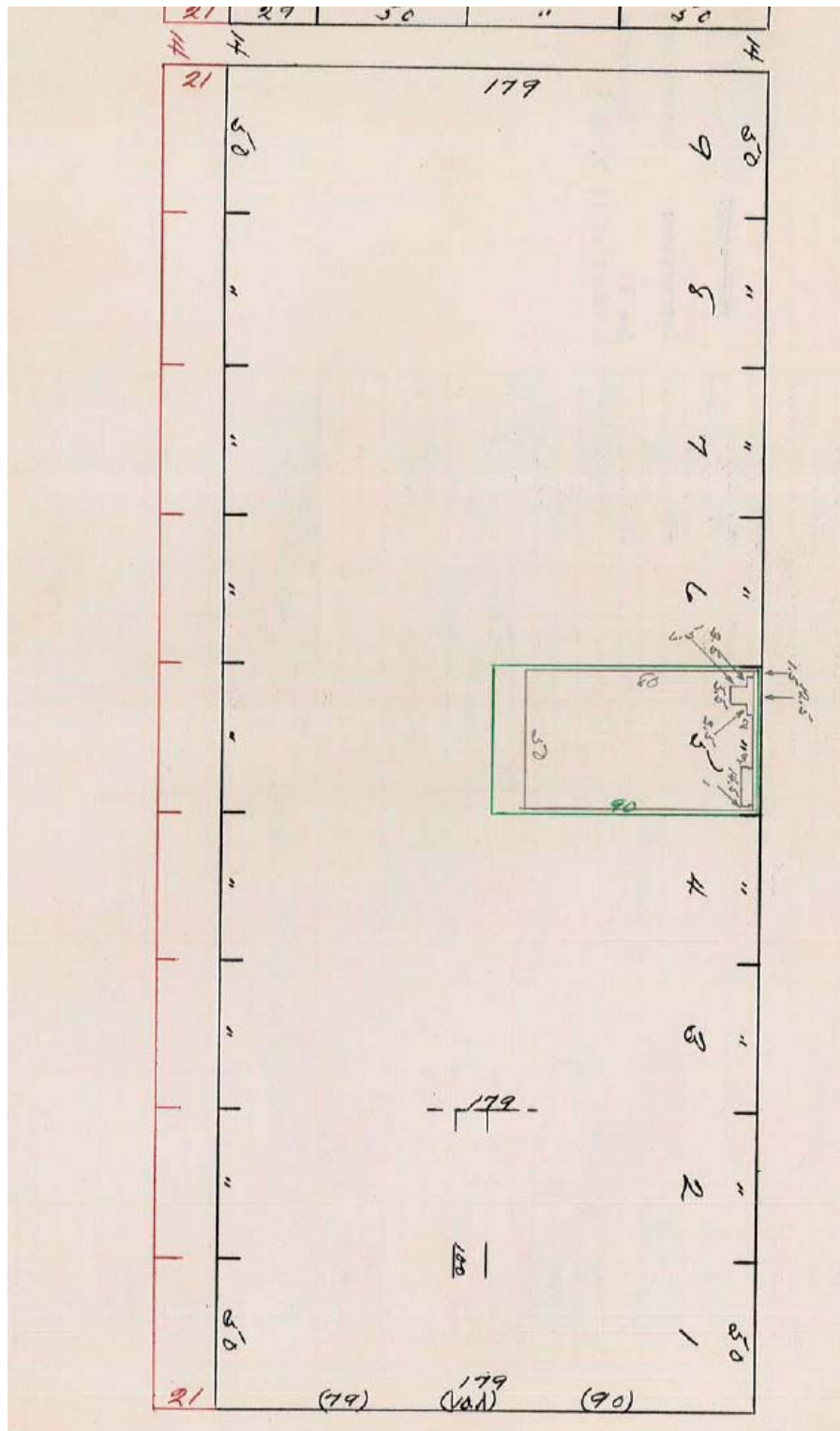
Wikipedia: "History of Spokane, Washington." Reviewed 2/1/2018.

Woo, Eugenia. Vermilion. East Downtown Historic District. National Register of Historic Places Nomination. 23 April 2003.

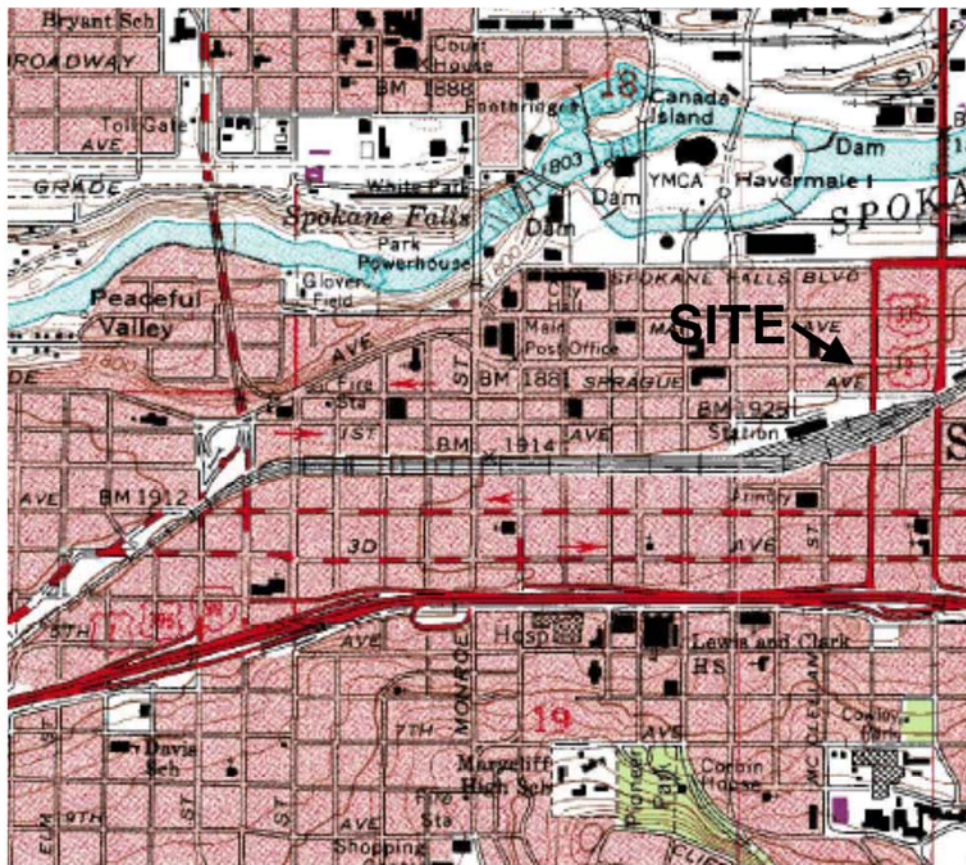
Yeomans, Linda. Kempis Apartments. Spokane National Register of Historic Places Nomination. 7/16/2003.

Yeomans, Linda. Morgan Block/Fairmont Spokane National Register of Historic Places Nomination. 11/15/2000.

## **Maps, Drawings, and Photographs**



**ASSESSOR FIELD FILE SKETCH**

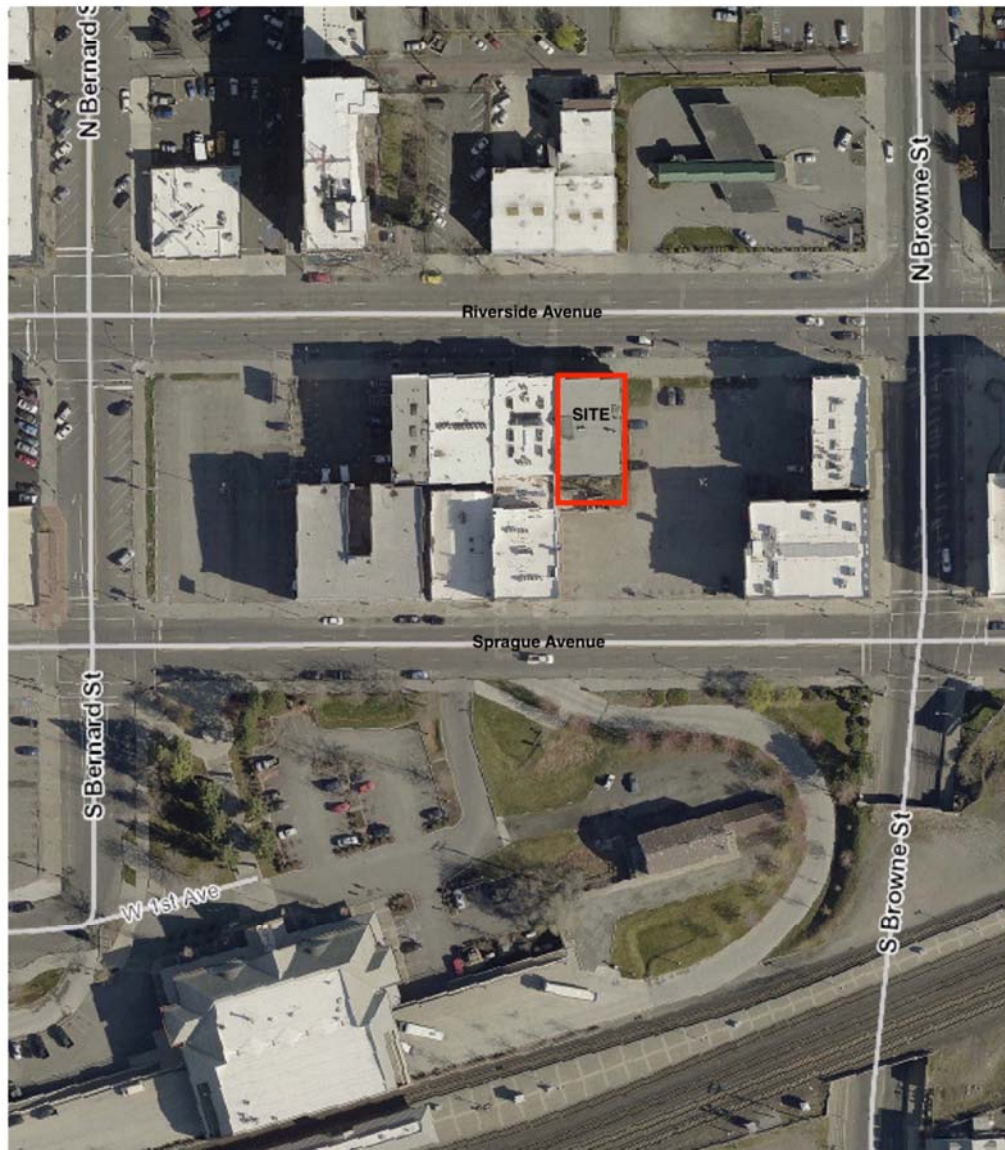


USGS 7.5-Minute Quadrangle. Spokane NW, Wash. 1974. Photorevised 1986

**HOTEL LELAND - 221 WEST RIVERSIDE**  
**SITE LOCATION**

▲  
N  
1' = 2000'





Spokane City Map – 12/2018

**HOTEL LELAND - 221 WEST RIVERSIDE  
SITE AERIAL**

▲  
N  
1' = 2000'



1. Leland Hotel context along Riverside Avenue, looking southeast



2. Leland Hotel context along Riverside Avenue, looking southwest





3. Northwest corner and front facade, looking southeast



4. Northeast corner and front facade, looking southwest



5. Front Facade, looking south



6. Floors two through four - detail, looking south





7. Entry to east bay - lobby for apartments floors two through four, looking south



8. Middle bay - commercial, looking south



9. Entry to west commercial bay - structure revealed, looking south



10. Leland Hotel - southeast corner (east and rear facades), looking northwest





11. Leland Hotel - rear facade (south), looking north



12. West bay entry, looking north from rear to front



13. West and middle commercial bay, looking north toward front and entry



14. West and middle commercial bay, looking south toward rear



15. East bay apartment entry - entry hallway and vestibule, looking south



16. East bay hallway between front and elevator lobby, looking north





17. Elevator to second, third, and fourth floors, door to upper floors, looking south



18. Fourth floor elevator lobby - east end of hallway





19. Fourth floor hallway looking east from west end



20. Fourth floor - ladder to roof access and landing for stairs down to third floor



21. Stairs to roof at west end of hallway, looking south



22. Unit 16 typical apartment, view toward south



23. Unit 16 typical apartment, view toward north



24. Unit 16 typical apartment, view toward bathroom





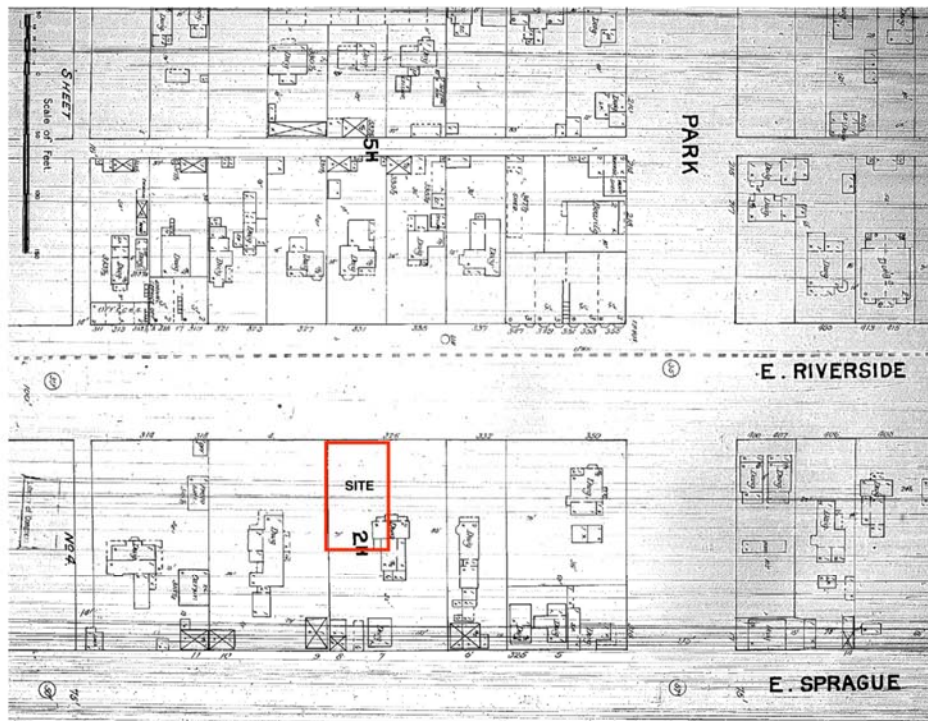
25. Utilities in basement vestibule



26. Basement, looking west



27. Hotel Leland, 10/12/1937 (The Spokesman-Review)

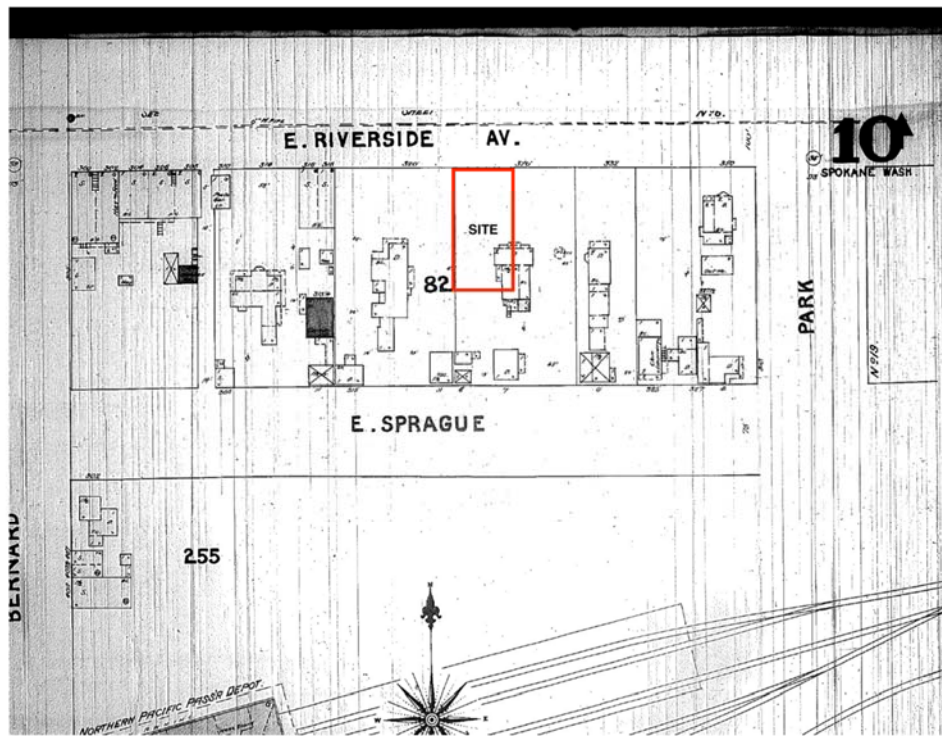


Sanborn Insurance Map – 1890 – page 6

**221 WEST RIVERSIDE AVENUE**  
**1890 SANBORN MAP**

↑  
N  
1' = 100'



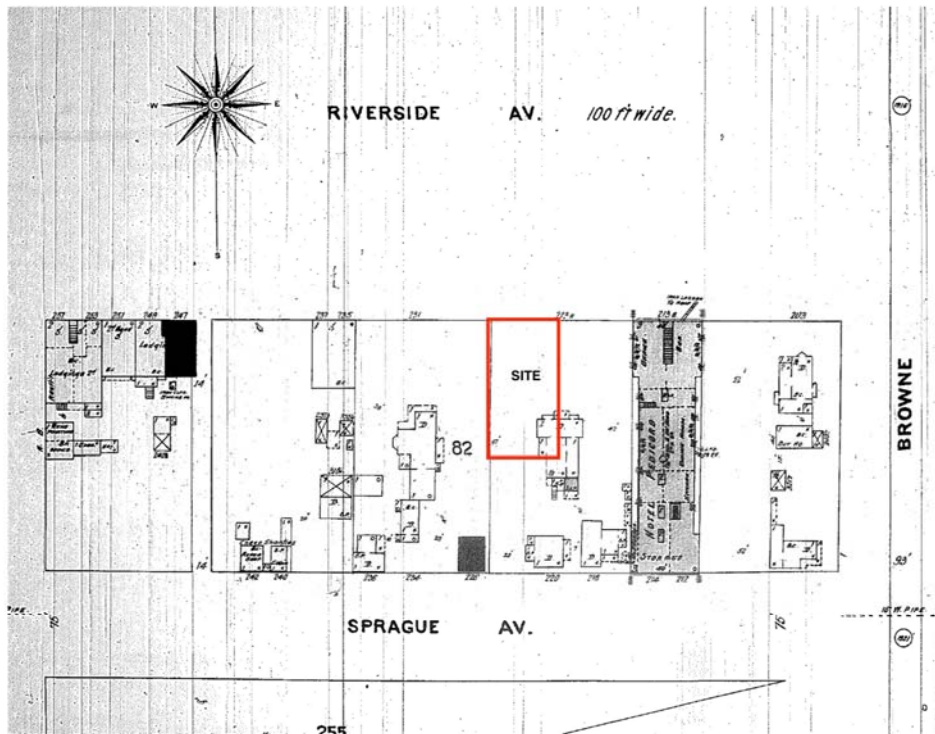


Sanborn Insurance Map – 1891 – page 10

**221 WEST RIVERSIDE AVENUE**  
**1891 SANBORN MAP**

↑  
N  
1' = 100'

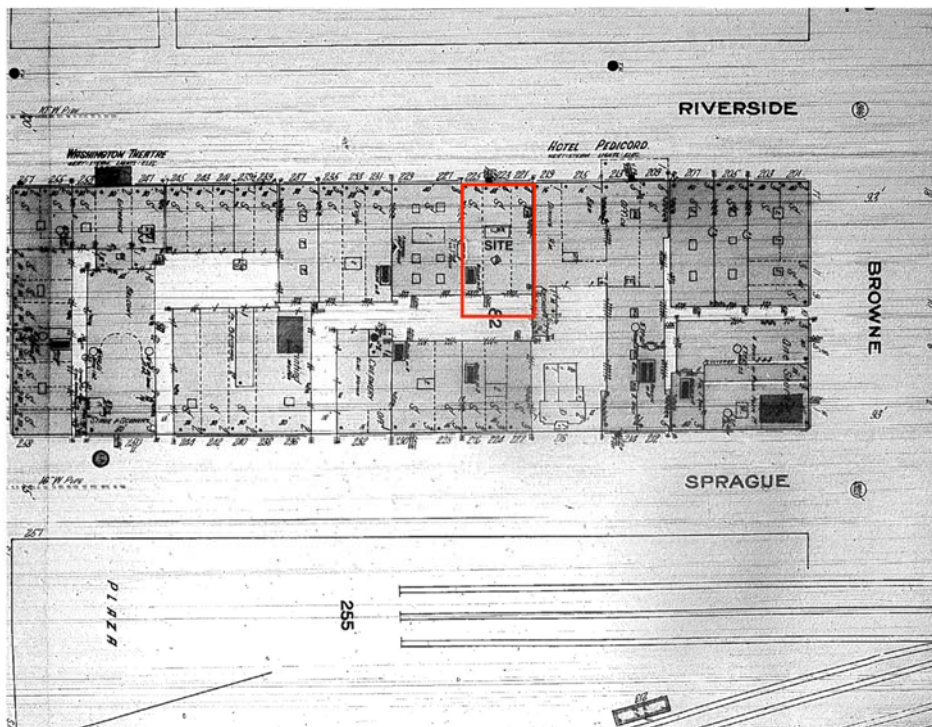




Sanborn Insurance Map – 1902 – page 204

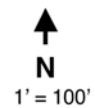
**221 WEST RIVERSIDE AVENUE  
1902 SANBORN MAP**

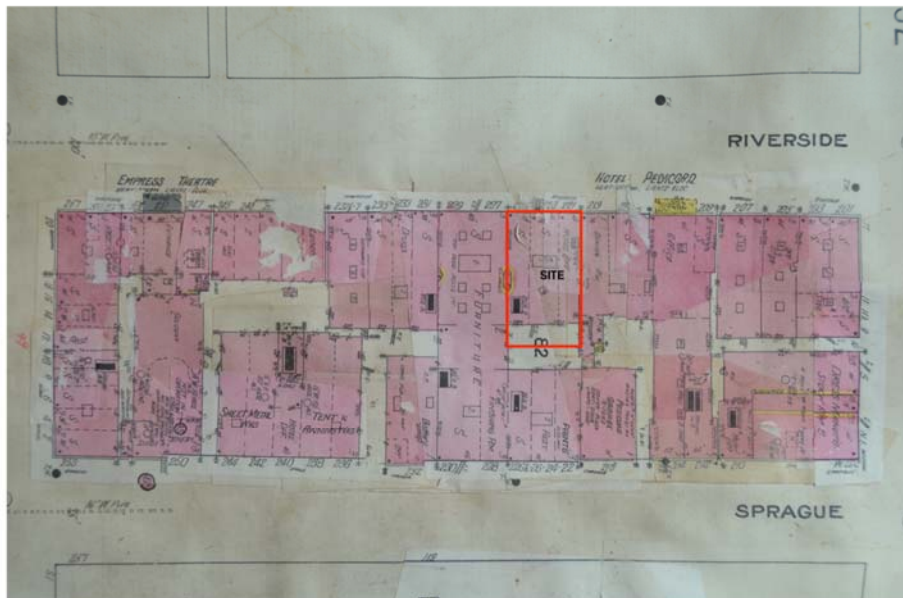
↑  
N  
1' = 100'



Sanborn Insurance Map – 1910 – page 433

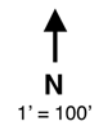
**221 WEST RIVERSIDE AVENUE**  
**1910 SANBORN MAP**

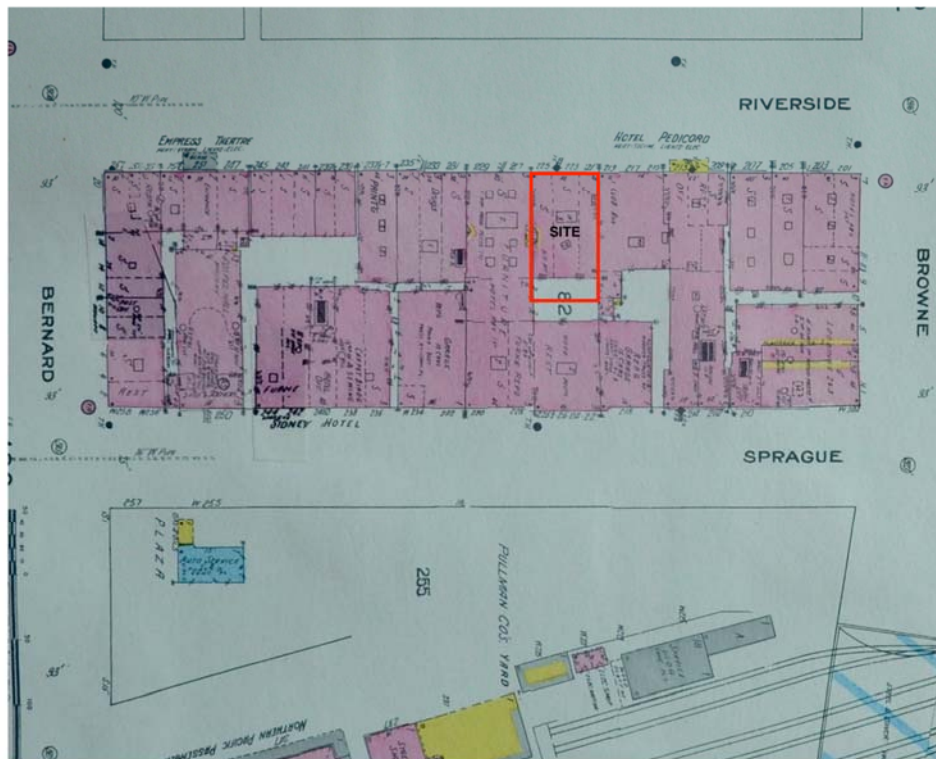




Sanborn Insurance Map – 1910 updated to 1928– page 433

**221 WEST RIVERSIDE AVENUE**  
**1910 SANBORN TO 1928**





Sanborn Insurance Map –1958– page 433

**221 WEST RIVERSIDE AVENUE  
1958 SANBORN MAP**

↑  
N  
1' = 100'

**Agenda Sheet for City Council Meeting of:**

05/20/2019

<u>Date Rec'd</u>	5/7/2019
<u>Clerk's File #</u>	OPR 2019-0364
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 4480-18
<u>Requisition #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY
<u>Contact Name/Phone</u>	SCOTT SIMMONS 625-6584
<u>Contact E-Mail</u>	SSIMMONS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 SYSTEMS AND SOFTWARE - UIS

Agenda Wording

Authorization to contract with Systems and Software for a new Utility Information System. The contract will include licensing for the enQuesta 6 product and professional services to implement the application. May 15, 2019 through May 14, 2021.

Summary (Background)

This is a modernization project to replace the aging, homegrown, over-customized application, Cstar, with a more robust and scalable billing application that will incorporate new technologies and bring improved billing processes, collection management and user experience to the City. The implementation of the new solution will focus on the billing component which includes meter reading, billing and collections with an intuitive user based reporting component.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 3,306,921.78 including tax	# 4250-30210-38141-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Sustainable Res 3/18/19
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		S&S-Todd Richardson,	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This a three year contract that may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years. \* Implementation Costs: \$3,033,037; with tax it will be \$3,088,068.99 2019 -2020 \* Year One Maintenance \$218,852.79; 2020 including tax \* Year Two Maintenance \$225,396.47; 2021 including tax \* Year Three Maintenance \$232,135.84; 2022 including tax \* Year Four Maintenance \$239,076.71; 2023 including tax \* Year Five Maintenance \$246,225.10; 2024 including tax

Summary (Background)

This vendor offers a hosted solution which will provide the City with a complete disaster recovery process to guarantee continuity of service - something that the City doesn't have today. The RFP for this contract was 4480-18 with seven vendors responding.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Select	\$	#
Select	\$	#
<u>Distribution List</u>		

## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Public Works
<b>Subject:</b>	Award contract for purchase and implementation of Utility Information System
<b>Date:</b>	March 18, 2019
<b>Author (email &amp; phone):</b>	Jeff Runkel; <a href="mailto:jrunkel@spokanecity.org">jrunkel@spokanecity.org</a> ; 625-6821
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Resiliency
<b>Deadline:</b>	This is a new Contract, the start date will correspond with contract signing.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Implementation of a new Utility Information System to replace the aged and unsupported Customer Star II system. The solution will be implemented in accordance with predefined project milestones. These milestones, and associated billing schedule, can be found in the Project Schedule.
<b>Background/History:</b>  <p>The City issued a request for proposals in October 2018, with eight companies responding. The group of stakeholders met and scored the proposals, selecting four companies to give in-person presentations. Of the four presenting companies, two were selected for on-site visits. A team consisting of Utility Billing, Water Department and IT traveled to Minneapolis and San Antonio. The teams spent an entire day at each of the municipalities to interview their City staff who are the users of the software and see the software in action.</p> <p>This is a modernization project to replace the aging, homegrown, over-customized application, Cstar, with a more robust and scalable billing application that will incorporate new technologies and bring improved billing processes, collection management and user experience to the City. The implementation of the new solution will focus on the billing component which includes meter reading, billing and collections with an intuitive user based reporting component.</p> <p>This vendor offers a hosted solution which will provide the City with a complete disaster recovery process to guarantee continuity of service – something that the City doesn't have today.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract term: 5 years</li> <li>Implementation time: 12 months</li> <li>Implementation Costs: \$3,033,037 not including tax</li> <li>Annual License: \$200,967 not including tax</li> <li>Total 5 year costs of ownership: \$4,037,872 not including tax</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☒

Yes

☐

No

Specify changes required: Several process within Utility Billing will be updated to match the functionality of the new application.

Known challenges/barriers:





**City of Spokane**

**CONTRACT**

Title: **UTILITY INFORMATION SYSTEM,  
SUPPORT AND MAINTENANCE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SYSTEMS & SOFTWARE, INC.**, whose address is 10 East Allen Street, Suite 201, Winooski, Vermont 05404, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the Company was selected through RFP #4480-18;*

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide a **Utility Information System and Support and Maintenance**, in accordance with the Software Implementation Services Agreement attached as Exhibit B; Software License Agreement attached as Exhibit C; and Support and Maintenance Agreement attached as Exhibit D. In the event of a discrepancy between the applicable agreement noted in this Section and the City Contract, the applicable agreement controls.

The City is bound by State Law regarding confidentiality and public records.

2. **CONTRACT TERM.** The Contract shall begin May 15, 2019 and run through May 14, 2021, unless terminated sooner. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.

3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **THREE MILLION THREE HUNDRED SIX THOUSAND NINE HUNDRED TWENTY ONE AND 78/100 DOLLARS (\$3,306,921.78)**, 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, 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. **REIMBURSABLES.** The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
  - B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
  - C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
  - D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
  - E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
  - F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
  - G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
  - H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
  - I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
  - J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.
6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
7. Reserved.

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

9. 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.

10. TERMINATION. Either party may terminate this Contract by no less than ninety (90) 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.

11. 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.

The General Liability policy shall not be cancelled without written notice from the Company or its insurer(s) to the City within thirty (30) days of cancellation. 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, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. INDEMNIFICATION. Subject to the limitation of liability set forth in the applicable agreement in Exhibit B, C or D under which the claim arises, 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 gross negligence or willful misconduct under this Agreement, including reasonable 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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 no event shall such audit occur more than once per year. 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.

19. 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. 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.

**SYSTEMS & SOFTWARE, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment  
Exhibit B – Software Implementation Service Agreement  
Exhibit C – Software License Agreement  
Exhibit D – Support and Maintenance Agreement

The parties agree that Exhibits B, C and D are provided for reference and information purposes only as the contents of these Exhibits are copies of other separate agreements. For the avoidance of doubt, the agreements included as Exhibits B, C and D may survive termination of this Agreement.

19-050-final

**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.

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

**SOFTWARE IMPLEMENTATION SERVICES AGREEMENT**

**THIS SOFTWARE IMPLEMENTATION SERVICES AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”).

**BETWEEN:**

**SYSTEMS & SOFTWARE, INC.**  
 (“S&S”)

- and -

**CITY OF SPOKANE**  
 (“City”)

**RECITALS**

1. The City wishes to retain S&S to perform the Services (as defined herein).
2. The City and S&S agree to enter into three (3) separate agreements each dealing with a separate aspect of the software: a Software License Agreement, a Support and Maintenance Agreement and this Software Implementation Services Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE I**  
**INTERPRETATION**

**1.1**            **Definitions**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a)    **“Agreement”** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **“Articles”** or **“Sections”** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b)    **“Change Order”** means any written documentation between the City and S&S evidencing their agreement to change particular aspects of this Agreement.

- (c) **“Completion of Services”** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the City commences using the Software as its predominate business system.
- (d) **“Required Programs”** has the meaning set out in Section 2.3(b) hereof.
- (e) **“Scope of Work”** means the scope of work appended hereto as Schedule “A” delineating, among other things, the Services that will be provided by S&S to City pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (f) **“Services”** has the meaning set out in Section 2.1 hereof.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

## **1.2        Schedules**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule “A” -	Scope of Work
Schedule “B” -	Fee Structure & Payment Schedule
Schedule “C” -	Sample Form Change Order

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

## **ARTICLE II CONSULTING SERVICES**

### **2.1        S&S’s Services**

In order to achieve the Completion of Services, S&S agrees, subject to the terms and conditions of this Agreement, to perform the following services (the “Services”) for the City:

- (a) Oversee and implement the conversion from the City’s existing software applications to S&S’s Software.
- (b) Install the Software and perform necessary set up and configuration operations.



(c) Provide training.

(i) S&S recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, City may be assessed an additional charge for additional instructors.

(ii) City is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. City may print this documentation solely for its internal use.

(iv) Cancellation of any on-site Services by City is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. City will be billed for any non-recoverable direct costs incurred by S&S that result from a cancellation by City with fourteen (14) days or less of scheduled on-site Services. Additionally, City hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as S&S's then current schedule permits. S&S is not responsible for any delay in City's project resulting from City's cancellation of Services. If upon S&S arrival, the City is not adequately prepared or has not completed the assigned tasks for such visit by S&S, then the City will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by S&S. If additional Services are required because the City was not adequately prepared, S&S will provide a Change Order to the City for the additional Services.

- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of S&S in the Scope of Work are not binding on S&S and are merely provided for information purposes; the only warranties and representations provided by S&S in respect of the Services and this Agreement are found in Article III.

## 2.2

### **Performance by S&S**

- (a) Manner of Performance -- S&S shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) S&S's Discretion -- S&S shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the City personnel. S&S will communicate openly with the City on its methodology, manner and means.

- (c) Conduct on City's Premises -- The Services shall be performed with the City's full co-operation, on the premises of the City or, if agreed to by both parties, at an alternative location. S&S agrees, while working on the City's premises, to observe the City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information. S&S agrees that when it is working on the City's premises, its personnel shall observe the City's administrative and ethics codes relating to the security, access or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information.
- (d) Inquiries by City -- S&S shall respond expeditiously to any inquiries pertaining to this Agreement from the City.
- (e) Independence -- As an independent consultant, City retains S&S on an independent contractor basis and not as an employee.
- (f) Coordination of Services -- S&S agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.
- (g) Maintenance and Inspection -- S&S shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. S&S shall allow a representative of City, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. S&S shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless S&S is required to maintain such records pursuant to any law or regulation.

### **2.3 Performance by City**

- (a) Co-operation by City -- The City acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the City and its staff and agrees to act reasonably and co-operate fully with S&S to achieve the Completion of Services.
- (b) Required Programs -- The City acknowledges that the use of the Software requires that the City obtain and install additional required software programs (the "Required Programs"), as detailed in Schedule "A" of the Software License Agreement, and the City agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The City further acknowledges that the operation of the Software requires the City's hardware to be of sufficient quality, condition and repair, and the City agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the City has not properly installed the Required Programs on hardware of sufficient

quality, condition and repair, S&S shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by City sufficiently and to S&S's reasonable satisfaction.

- (c) Project Manager -- The City shall appoint a project manager (the "Project Manager") who shall work closely with S&S to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the City and their co-operation with and participation in such process.
- (d) Additional City Obligations
  - (i) City shall install all Updates within a reasonable period of time of City's notification of their availability. However, any fix or correction designated as "critical" by S&S shall be implemented by City within thirty (30) days of notification to the City by S&S of its availability.
  - (ii) City shall notify S&S of suspected defects in any of the Software supplied by S&S. City shall provide, upon S&S request, additional data deemed necessary or desirable by S&S to reproduce the environment in which such defect occurred.
  - (iii) City shall allow the use of online diagnostics on the Software supplied by S&S to City, if required by S&S during problem diagnosis. City shall provide to S&S, at City's expense, access to the Designated Computer System via the City's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
  - (iv) City shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable S&S manuals and instructions. If City's personnel are not properly trained as mutually determined by S&S and City, City agrees that such personnel will be trained by S&S or City within fifteen (15) days of determination. If City desires S&S to perform the required training then S&S shall be compensated in accordance with this Agreement.
  - (v) City shall establish proper backup procedures necessary to replace critical City data in the event of loss or damage to such data from any cause. City shall provide S&S with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
  - (vi) City shall have the sole responsibility for:
    - (A) the performance of any tests it deems necessary prior to the use of the Software.
    - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

- (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
- (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

#### **3.1        Warranty**

S&S warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

S&S shall have no liability hereunder if the City has modified the Software in any manner without the prior written consent of S&S.

#### **3.2        No Other Warranties**

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, S&S does not represent or warrant and the City acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

### **ARTICLE IV FEES AND PAYMENTS**

#### **4.1        Fees and Payments**

- (a) The City agrees to pay S&S total fees as delineated in Schedule "B". The fee structure and payment schedule is outlined in the attached Schedule "B".
- (b) During the term of this Agreement, S&S shall, from time to time, deliver invoices to City. Each invoice delivered to City by S&S shall be due and payable upon receipt thereof by City.
- (c) The City shall reimburse S&S for (1) its reasonable direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of fifty percent (50%) of the individual's current standard hourly rate; (3) a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge

based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable direct expenses incurred in the performance of S&S's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 4.1 (a).

- (d) In the event City fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies S&S has under this Agreement or otherwise, S&S shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the City of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) S&S shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax S&S may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by City and are excluded from the prices listed in Schedule "B" and such sums (including the payment of the taxes) shall be due and payable to S&S upon receipt of an invoice. Any taxes levied after delivery of the Services described in this Agreement shall be paid by City. The City shall be responsible for the payment of any applicable duties and sales/consumption taxes.

#### **4.2 Change Orders**

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the City and of S&S applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "C".

### **ARTICLE V REMEDIES AND LIABILITY**

#### **5.1 Remedies and Liability**

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

- (b) The City and S&S recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of S&S arising from this Agreement. The parties agree that in all such circumstances the City's remedies and S&S's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (c) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY OR (b) INJURY OR DEATH TO PERSONS, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF S&S TO CITY FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID BY CITY TO S&S PURSUANT TO THE RELEVANT STATEMENT OF WORK.
- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

## **5.2 Intent**

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

## **5.3 Remedies**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of S&S arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

## **ARTICLE VI GENERAL**

### **6.1           Force Majeure**

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the City's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

### **6.2           Confidentiality**

- (a) Duty Owed to the City -- S&S acknowledges that it may receive information from the City or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City or through the fault of the City, S&S agrees:
  - (i) to maintain this information in confidence;
  - (ii) not to use this information other than in the course of this Agreement;
  - (iii) not to disclose or release such information except on a need-to-know only basis;
  - (iv) not to disclose or release such information to any third person without the prior written consent of the City, except for authorized employees or agents of S&S; and
  - (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with S&S, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the City.

### **6.3           Termination**

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.

- (b) If S&S should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the City must notify S&S in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, S&S must either correct the default at no additional cost to the City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If S&S fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the City may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to S&S of only that part of the fee earned by S&S for those Services performed up to the time of communication of such notice of termination to S&S.
- (c) If the City should fail to comply with its obligations under this Agreement, S&S must notify the City in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the City must correct the default at no additional cost to S&S, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the City fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, S&S may terminate the whole of this Agreement and in such case the City will be responsible for payment to S&S of only that part of the fee earned by S&S for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the City.
- (d) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party in either the Support and Maintenance Agreement or the Software License Agreement.

#### **6.4        Mediation**

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal



proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

#### **6.5            Addresses for Notice**

All notices, demands, and requests, required to be given under this Support and Maintenance Agreement by either party to the other shall be in writing and delivered by hand, or by registered or certified mail, postage prepaid, to the respective parties at the following addresses, or to such other address as may be given by a party to the other pursuant hereto:

SYSTEMS & SOFTWARE, INC.  
10 East Allen St, Suite 201  
Winooski, VT 05404  
Attention:     Executive Vice President  
Telephone:    (802) 865-1170

and in the case of the City, to:

City of Spokane  
808 W Spokane Falls Blvd, Spokane, WA 99201  
Attention:     IT Admin, [itadmin@spokanecity.org](mailto:itadmin@spokanecity.org)

Notice shall be deemed to have been given upon receipt thereof as to communications that are delivered by hand, or by registered or certified mail, and as to communications made by United States mail, on the third (3rd) day after mailing.

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.5.

#### **6.6            Assignment**

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall ensure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

#### **6.7            Reorganizations**

The City acknowledges that when a “Reorganization” occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions.

**6.8            Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of S&S by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. City acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

**6.9            Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

**6.10          Governing Law**

This Agreement shall be governed by the laws of the State in which City is located.

**6.11          Trial by Jury**

City and S&S hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of S&S in connection therewith or contemplated thereby.

**6.12          Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

**6.13          Waiver**

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

**6.14          Counterparts**

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**6.15          Survival**

Section 4.1 and Articles V and VI shall survive the termination and/or expiration of this Agreement.

**6.16            Competitive Bid**

City has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with S&S. City agrees that S&S may disclose all or any portion of this Agreement to any of its current or prospective customers.

**6.17            Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the Parties have executed this Software Implementation Services Agreement to be effective as of the date first written above.

**SYSTEMS & SOFTWARE, INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**CITY OF SPOKANE**

Per: \_\_\_\_\_  
Name:  
Title:



**Systems & Software, Inc.**

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# City of Spokane (City) CIS Implementation

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## Scope of Work

### Schedule “A” to the Software Implementation Services Agreement

## Document Version 1.3

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## Revision History

Date	Version	Description	Author
Feb-24-2019	1.0	SOW delivered to City from S&S	John Knight
Apr-12-2019	1.1	City edits delivered to S&S	City
Apr-17-2019	1.2	S&S responses to City edits	John Knight
Apr-29-2019	1.3	Final version based on call between City and S&S on Apr-25-2019	John Knight

## 1 OVERVIEW

Systems and Software, Inc., a Vermont Corporation (“S&S”), is pleased to present this Scope of Work (SOW) to the City of Spokane, known as “City”. This SOW is only valid as an attachment to the signed Software Implementation Services Agreement between S&S and City.

This SOW defines the S&S enQuesta Customer Information System (CIS) that will be implemented to replace the Legacy System currently in use as well as the associated technical services and implementation services. The responsibilities of both City and S&S throughout the duration of the Project are also detailed.

S&S and City agree to cooperatively manage the cost, schedule, and scope of the project.

### 1.1 DEFINITIONS

Refer to Appendix A – Definitions.

### 1.2 PROJECT BACKGROUND

The City is looking to bring their CIS onto a modern platform using the latest technologies and applying industry best practices to provide the highest quality of service to its customers.

City is looking to replace its customer billing system with a modern CIS application that will integrate with all aspects of utility services, including maintaining accounts, billing and collection, interface to meter reading system both manual and automated, service order processing, payment interfaces, and customer web access.

City currently uses a CIS system called Customer Star which was implemented thirty (30) years ago. The core system, as implemented today, will not allow smart interaction with our customers, automatic payment capabilities, paperless invoicing, smartphone applications support, user established alerts, etc. The City desires a utility information and billing system application that will meet the current core functions and future needs of the City and will integrate with all aspects of utility services, including maintaining accounts, billing and collection, interface to meter reading system both manual and automated, service order processing, payment interfaces, and customer web access.

### 1.3 PROJECT DRIVERS

There are four drivers for the project:

#### 1. Obsolescence, Technical Support Cost and Capabilities

Due to the age of the City’s CIS system there is a real potential for the loss of knowledge and skill to maintain the system. Changes are costly.

#### 2. Business Changes

Business changes are occurring at an ever-increasing pace. The requirements for new services, changes in the way of doing business and new business information are exceeding the flexibility and capabilities of the legacy CIS system.

### 3. Customer Expectations

The expectations of customers continue to expand. The functionality of the system needs to be extended to the customer to enable them to conduct their utilities business on a 24 x 7 basis. These areas include access to account information from the smart meter initiatives underway.

### 4. Performance Improvements

The new CIS must provide the basis for performance improvements to meet City's service goals to City's customers. The City needs more self-service options, better information capabilities to allow customer satisfaction with only one contact, and better information for the Clerks to perform their functions.

## 1.4 SOFTWARE MODULES SCOPE

The following software will be provided by S&S as part of this Scope of Work.

Application/System Name	Capabilities
enQuesta	Account Management Document Designer Utility Billing Budget Billing Job Scheduler Rate Management Financial Management POS Management Skeletal G/L Miscellaneous A/R Credit & Collections Device Management Workflow Scheduling New Service Work Queue Security & Auditing Administrator's Portal Reporting Backflow
enQuesta Mobile Lite	Basic Mobile Work Management solution

Application/System Name	Capabilities
Customer Self Service Module(s)	S&S's base Capricorn web self-service solution.
enQuestaLink	Mobile Work Management solution integrated with enQuesta
enQuesta Analytics Software	Provides City with ability to generate ad hoc reports and dashboards.

The following enQuesta modules or optional add-ons are considered out of scope for this project.

- enQuesta Modules: Supplier Management (GCC).
- enQuesta Add-Ons: IVR (Selectron), EDI (SysTrends), Credit Checks (Online Utility Exchange) and Document Imaging/ Management (Lexus), MDMS (Meter Sense), Smart Forms.

## 1.5 INFRASTRUCTURE SCOPE

### 1.5.1 S&S TOTAL SOLUTION ENVIRONMENTS

The following enQuesta environments will be provided by S&S as part of this Scope of Work.

- Production
  - Permanent environment to be used as the master environment for configuration, User Acceptance Training (UAT) and Simulation (mock go-live) during the implementation. At go-live this becomes the live production environment.
- Train
  - Permanent environment to be used for customer functional and integration testing. Also used for core team and end user training and as staging area for code deployment to Production during the implementation. At go-live, this becomes the utility's test environment for code or configuration changes and continues as the staging area for code deployment.
- Test
  - Permanent environment to be used for S&S development and testing and staging for code deployment to Train during the implementation and post go-live.
- Conversion (temporary)
  - Temporary environment to be used for duration of implementation and post go-live (can be disabled after transition to support) for conversion testing and timings.

The following additional software environments will be provided by S&S as part of this Scope of Work.

- Capricorn production
- Capricorn test (tied to enQuesta Train)
- enQuesta Analytics (one report server/environment is in scope)

- S&S recommends one report environment/server for small and medium customers and two (prod and test/train) for large and extra-large customers. The reporting environment is different in that you can have multiple reports *in the same environment* that point to different enQuesta databases (e.g., one report that points to prod, another to test). Therefore, smaller clients often prefer having one environment/server and manage where their reports point depending on where they are in the project. Larger clients tend to prefer having separate servers/environments for security and access reasons.
- The City is proceeding with a single reporting environment.
- enQuestalink production
- enQuestalink test (tied to enQuesta Train)

See section 2.2.4 below for more detail on the complete infrastructure plan for these environments.

### 1.5.2 TECHNICAL SPECIFICATIONS – CLIENT WORKSTATIONS

The following specifications are required for users who run enQuesta. Support for enQuesta issues experienced by users will only be provided for machines with each requirement satisfied.

## MINIMUM WORKSTATION REQUIREMENTS (Desktop or Laptop)

WORK STATION	RECOMMENDED SYSTEM
Operating System	Windows 10, Microsoft Office 365 or 2016
Processor	7th Generation Intel® Core i7™ Processor or equivalent
RAM	8GB Minimum, 16GB+ Recommended
Screen Resolution	1080P (1920 x 1080) Resolution
Disk	100 MB (free)
LAN Speed	100 Mbps
Browser	IE11**
PDF Viewer	Acrobat Reader (latest ver. at the time of installation)

\*\* IE 11 Compatibility View settings turned on.

**Please note that S&S does not offer support related to Windows and other PC desktop system support, communications, or infrastructure support.**

## 1.6 CUSTOMER SELF-SERVICE (CAPRICORN) SCOPE

The scope of this project is to provide the City with:

### Standard Functionality

- Customer Portal Discovery Sessions. S&S will work with the City to determine functionality and integration requirements and capabilities, and design approaches to deliver the My Account portal.
- Install and configure Customer Portal for Utilities software, specific to City requirements with rich web presentment of “My Account” information to residential and commercial customers of the City, including graphical display features, historical reporting and customer comparison analytics. The presentation experience should accommodate most common browsers and computer devices (desktop, notebook, tablet, smart phone).
- Customer Portal CIS Integration: Provide real-time data integration with enQuesta CIS utilized by the City using SOAP/WSDL web service APIs. CIS integration will provide usage, billing and payment history and customer analytics. The User Interface will accommodate most common browsers and mobile devices.
- Payment Integration: Online Payment processing via SSO integration with the payment processing portal.
  - The end-user is redirected from the portal to a 3rd party payment provider (i.e. EPAY, Invoice Cloud, Kubra), so this would not be an additional method.
  - The City is not required to have a payment gateway.
  - The portal employs responsive design, so it does include mobile capability. There is no additional cost related to the standard functionality.
- E-Bill Integration: Configuration of e-bill presentment, including bill history, and paperless opt in/out. Bills will be presented in PDF format. The User Interface will accommodate most common browsers and mobile devices.
- Customer Portal Clerks Support: Interface for City Clerks to assist customers during the online experience. Clerks will have various administrative options to assist customers reset passwords, secret question management and other profile management tasks.
- Customer Portal Site Account Management: An Account Management system that provides customer profile management, including customer self-registration, contact and access management, and single login for multiple accounts.

- Customer Portal Site Administration: Administration facility for the City staff to easily customize and manage utility customer portal corporate branding, messaging and content.
- Customer Portal Clerks Training: Provide training for City Clerks on the Clerks facility to assist customers during the online experience.
- Customer Portal Administrator Training: Provide training for City staff on site administration, to easily customize and manage corporate branding, messaging and content.

#### Optional Functionality

- AMI Data Integration: Provide data integration using an extract file approach with the AMI data repository utilized by the City, for AMI web presentment, including daily and hourly usage graphical display, user high usage alert notification features. The presentation experience will accommodate most common browsers and mobile devices.
- Outage Integration: Provide integration with the GIS utilized by The City, for alerting and receiving outage reports and providing outage mapping.
- Install and configure Smart Forms, specific to Ci requirements with rich web presentment of customer web forms to allow customers of the City to make service requests, such as transfer of service, ACH enrollment, disconnection of service, etc., via the Capricorn Portal. The presentation experience will accommodate most common browsers and computer devices (desktop, notebook, tablet, smart phone).

### 1.7 DATA CONVERSION SCOPE

The purpose of this section of the SOW is to define the scope of data to be converted as part of the implementation. Additionally, a high level description of the conversion process is given. The information below will be incorporated in the Data Conversion Plan that will be developed during, and used for, the Project.

#### *Data Sources*

The legacy CIS system is Cstar.

#### *Data to be Converted*

The following information will be converted.

Record Type	Additional Information
Service streets (geographical street names as related to service areas).	



Premises (all data associated with service addresses).	Service Locations, Parcel numbers/information, dwelling type, inside/outside city limits, rates codes assigned, bill cycle, meter relationship, etc.
Customer accounts – active accounts, accounts with balances, written-off accounts, inactive accounts from the last 12 months, bankrupt accounts.	Inactive account from the last 2 years, plus additional if legal requirements mandate. Rates assigned, mailing address, service Location Address, etc. Plus any flags/designations related to the customer (duplicate bill, cash only, IVR Pin, no bill produced, paperless billing, bankruptcy, pull codes, sewer credit, web/IVR customer, senior disability credit, etc.) that would indicate to the system to treat that customer differently.
Personal information (all customer related account data for converted accounts).	Inactive account from the last 2 years, plus additional if legal requirements mandate. Including Customer Roles (Customers that are either responsible or a duplicate party to Accounts) & Owners, Landlords, tenants, etc.
Contact information (subset of personal information relating to contact address and phone numbers).	Including e-mail, and web/e-bill association information.
Customer Notes (converted individually by date [if available], each note must tie to a premise or account number to associate with a valid account.).	Customer notes, account notes, and Service Location Notes. Comments on Batch Misc., Adjustments or payment transactions.
Solid Waste Collection Info (Containers and related information) including routes, sequences, service/refuse location instructions.	
Metering devices (meters and related reading components).	Including routes, sequences, service location/meter instructions.
In-stock meters/registers and related devices that are also inventoried (meters/registers and devices (e.g. ERTs) held in inventory).	Including serial numbers, transponders id's, Latitude/longitude, etc. Also, custom fields needed by City (e.g. Maint#).
Unbilled meter readings.	
Consumption history – current plus four (4) years.	
Services (service information relating to meters).	

<p>Billing history for individual transactions only – current plus three (3) years. Includes payment and adjustment amounts, cleared financial transactions such as charges, credits, payments, fees, and bills. Also includes breakdown by service and previous balances (assuming Legacy System can provide data by service). Converted billing history will not have sufficient detail to support automated rebill functionality in enQuesta, therefore manual adjustments will be necessary until enQuesta history is established.</p> <p>o Note that S&amp;S cannot guarantee that the billing history can be converted with enough accuracy to support detailed reporting. It is recommended that any critical financial reports be generated from the existing Legacy System at or before Go-live.</p>	<p>Adjustments will not be possible off of historical transactions (from legacy system).</p> <p>Current and historical rates will not be converted (consistent with industry standard). The City will manually enter this information via enQuesta.</p>
Balance table (all outstanding account balances, converted as receivable only, by date [if directly available from the source system]) organized by enQuesta application.	AR codes will be created by the City in place of Rate Codes.
Write-offs organized by service (e.g., electric, water, sewer, gas, refuse, drainage) (if available directly from the legacy database).	AR codes will be created by the City in place of Rate Codes.
Credit/Collection History - 3 years	Provided that credit/collection history can be provided in the S&S conversion templates it can be converted.
Customer Payment Methods for active accounts (stored credit cards, bank draft).	Also, ACH, recurring payment information, and stored checking accounts.
Payment History for active accounts - current plus three (3) years. Note - converted as simple line items in billing history.	
Pending (amounts asked for, but not yet paid) and Active (paid) Deposits.	
Service order history – three (3) years (only summary data - date, event description, etc.).	Pending or Open service orders will not be converted. They will need to be manually created in enQuesta by the City.
Backflow Devices.	
General Ledger Accounts and relationship to regular rates, misc. charges, adjustments, inter Dept charges, etc. (including financial categories used to determine gl debit & credit combination for a charge, Misc., Adj, Pay, Etc.).	
Bill cycle information, and setup information for those bill cycles (billing day, no bill, no mail, upload for inovah, etc.).	
Budget Billing	<p>Current budget amounts and budget balances will be converted.</p> <p>Budget Billing History will not be converted, in the billing history transactional template. If the City can put this in Notes it can be converted via that template.</p>

Deduct Meter Relationships	All master meter to sub meter relationships (deduct, additive, etc.) will be converted. All current master to sub meter relationships need to be brought forward on ACTIVE accounts (even inactive meters, as they could be irrigation meters that are inactive for the season). Rate codes will also need to be set up for all services for each of those meters.
If there is a relationship (Account to Service Location, Customer to Account, Parcel to Service Location, Service Location to Meter, Service Location to Refuse Route, etc.) that is already defined, then those need to stay intact (converted). As well as Consolidated Accounts and the Premises that Comprise these Accounts. S&S will convert and preserve these relationships provided the data is provided by the City in the S&S conversion templates.	

### *Data Not Being Converted*

The following information will not be converted, but entered by City after the final conversion. All other data not specifically mentioned will not be converted without a Change Order.

Formal Payment arrangements, including installments.	
Billing/Financial history not specifically outlined above (including rate tier distribution by bill, and any detailed pro-ration data which Legacy System may contain).  Premises and accounts will not be combined as part of this conversion. Examples of this would include taking multiple accounts and merging them into one account, e.g., one account that holds the main water service and another account that holds the irrigation service (both accounts map to the same customer and premise).	

### *Overview of Conversion Process*

The City is responsible for extracting legacy data into a series of CSVs that can be loaded into enQuesta staging tables for each conversion, and S&S is responsible for loading the CSVs into the enQuesta staging tables and converting the data from the staging tables to the enQuesta data structure. Extracting data using this method (as opposed to converting directly from the legacy data structure) is required so that S&S can execute conversions using an established, repeatable process. This process not only accurately converts data, but also provides City with standard data cleansing and balancing reports. The enQuesta CSV and staging table format will be explained in the data mapping and extraction activities of this SOW and the project. Please see Appendix L for a diagram that illustrates the conversion process in further detail. The City is responsible for steps 1 and 2A in the diagram, while S&S is responsible for steps 2B and 3. S&S provides a data cleansing tool for City to use to ensure the extract CSVs are in the correct format (step 2A) before sending to S&S to load into the Oracle staging tables (step 2B).

## **2 IMPLEMENTATION METHODOLOGY FOR SCOPE DELIVERY**

## 2.1 IMPLEMENTATION METHODOLOGY OVERVIEW

S&S' Implementation Methodology, using industry best practices, provides a structured approach as well as detailed guidance regarding the roles required to perform the activities.

S&S will provide leadership in executing the Project based on their experience and best practices. An S&S Project Manager will be assigned and will be pro-active in their management style and in working with the City Project Manager. The S&S Project Manager and City Project Manager ("Project Management team") will communicate directly with each other and make the final Project management decisions together.

The S&S and City Project Managers will be responsible of all Project activities, schedules and staffing of those activities for their organization. The City Project Manager will be responsible for ensuring the City Core Team is available for the needed assignments. The City Project Manager will also manage all Project administrative duties associated with the City Core Team.

City and S&S Project Managers are jointly responsible for the day-to-day planning of Project activities. The purpose of this reporting structure is to centralize and streamline all Project-related decision-making activities.

The S&S Implementation Methodology organizes the approach into four high level phases that comprise the implementation lifecycle. There will be a section for each phase below that details the activity, S&S and CITY responsibilities, entry and exit criteria and related deliverables:



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## 2.1.1 DELIVERABLE REVIEW AND ACCEPTANCE

### 2.1.1.1 COMMUNICATION OF DELIVERABLE DELIVERY

The status of Project deliverables will be maintained in the agreed-upon Project tracking tools. As each deliverable is completed the status will be updated to note that the deliverable is ready for the other party, typically City, to review.

The resource who creates the deliverable will also be required to contact (email and phone) the other party to schedule a walkthrough to review the deliverable. In the case of document deliverables, the resource who creates the deliverable will ensure that the other party has access to the deliverable and will allow up to five (5) business days for deliverable review prior to the walkthrough. The Project Management team can change this timeframe.

If multiple complex deliverables are delivered at the same time, the Project Managers will agree if additional review time will be added.

There may be several iterations of reviews as a deliverable is being prepared. For example, S&S and City should review an early draft of a deliverable to ensure both parties agree to the general direction taken by the preparer of the deliverable.

At the conclusion of the formal final deliverable walkthrough, the acceptance process and timeframe begins.

### 2.1.1.2 DELIVERABLE ACCEPTANCE PROCESS

The acceptance procedure for all deliverables will be as follows:

S&S will work with City personnel to gather input and review draft deliverables as they are developed. City personnel involved with a deliverable will be City team members or persons authorized to approve a specific deliverable.

When a deliverable is complete, S&S will conduct a detailed walkthrough of the deliverable with the City team members that are appropriate to the deliverable length and complexity. Client may choose to waive this walkthrough. The intent of this walkthrough is to confirm that the deliverable is correct and complete. Walkthroughs can consist of document reviews, design reviews, presentation reviews, program demos, or other activities to confirm that the deliverable is ready for City acceptance.

After the walkthrough with City, City will have up to ten (10) calendar days (or mutually agreeable timeframe) to accept the deliverable. The Acceptance Form should be physically signed and archived

with the project documentation in the project tracking tool. If signed acceptance is not received before the time allowed lapses then acceptance will be deemed to have occurred.

If City is not able to approve a deliverable, City will provide S&S with a description of what the deficiencies of the deliverable are, via the defect-tracking tool. If required, the parties will meet to discuss the deficiency of the deliverable in detail. S&S will then provide a plan to remedy the deficiencies and this process will start again.

## 2.2 INITIATE PHASE

### 2.2.1 ACTIVITY – INITIAL PROJECT MANAGEMENT OFFICE LAUNCH

#### Description

S&S will hold a Sales to Professional Services Tollgate meeting with the appointed S&S Project Manager. In this meeting, Sales will tollgate or transition all the project contract documents, project contacts, and any required processes for the contract execution to the S&S Project Manager. The S&S Project Manager will then set a Project Launch meeting with the City Project Management team to jointly review next steps for project initiation.

Topics covered in the launch meeting may include:

- the Organization of the Joint Project Team.
- Project Team Contact List establishment.
- dates and times for Project Kickoff meeting.

#### S&S Responsibilities

S&S will contact the City PM and set Project Launch meeting, providing agenda and contract documents. S&S PM will review all project contract documents.

#### City Responsibilities

City will review all contract documents.

#### Entry Criteria

Contract has been signed.

#### Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Project Launch meeting conducted.

### 2.2.2 ACTIVITY – ASSEMBLE PROJECT TEAM

## Description

Both City and S&S will assign staff per table below representing the project team resources that will be responsible for this Project. S&S will provide to Client the names of key persons that are not identified below no later than thirty days prior to their start on their aspects of the S&S Project start.

### 2.2.2.1 PROJECT MANAGERS

Both City and S&S will assign Project Manager(s) for the duration of this project, including the post Go-Live period, as defined in this SOW. Each Project Manager (PM) shall have decision making authority and be the central point-of-contact within their respective organization. S&S Project Management activities will be carried out both onsite and remotely.

### 2.2.2.2 EXECUTIVE SPONSORS

S&S will assign an Executive Sponsor for the duration of this project. City will also need to assign an Executive Sponsor. This ensures the needs of all parties are being met. Executive Sponsors shall interact and/or meet on a mutually agreed upon basis and may engage on any type of issue.

### 2.2.2.3 PROJECT TEAM

Both S&S and City will be responsible for assigning a Project Team of qualified resources to cover all aspects of the project, including but not limited to Project Management, Subject Matter Experts (SMEs), and Technical Experts. Qualified Resources are those individuals that have expert knowledge of the Legacy or current environment, understand City's business objectives and reasons for acquiring a new CIS Solution, and are able to think outside the box. Successful team members will be champions of change and will enable the adoption of the new CIS Solution.

Within the Project Team, a sub-set of staff will be designated as the (functional) Core Team. If Core Team exceeds twelve members, then Training is impacted, sections are affected and a change order would be required.

Areas of expertise include:

- Project Management
- IT (Hardware, Network, Peripheral Devices)
- Conversion / Legacy Data
- Training
- Business Processes / Functional SMEs
- Interfaces (both technical and functional experts)
- Testing
- Reporting

By project kickoff, there must be a named resource (note some roles may be occupied by the same single resource, e.g., customer SME roles) for each of the key roles described below.

## **Key S&S Roles**

Resource Role	Resource Role Description
Executive Sponsor	Manager responsible for the S&S activities. The Project Manager reports to this person. Participates in the Monthly Steering Committee Meetings.
Project Manager	The Project Manager will be responsible for managing the implementation of enQuesta. The Project Manager will work closely with the Client's Project Manager to ensure that the project is completed on time.
Conversion Lead	The Conversion Lead works closely with the Project Manager and is accountable for all (and responsible for most) conversion related activities, including legacy data analysis, data mapping, conversion programming and unit testing, data validation and executing conversions during testing, simulation and go-live phases of the project.
Business Lead	The Business Lead works closely with the Project Manager and is ultimately accountable for the design, configuration, testing and simulation and go-live support of the enQuesta system. While the Implementation Consultants are responsible for individual areas of the software/utility business (e.g., billing, collections, service orders, cashiering, etc.), the Business Lead is primarily responsible for ensuring all the areas integrate successfully and making decisions that have a significant impact on the design, configuration, testing and simulation and go-live project phases. Typically the Business Lead is also responsible for an area of the software/utility business as well (e.g., billing or collections).
Implementation Consultants	Implementation Consultants each responsible for the BPA, configuration, testing and simulation/go-live support associated with a specific area of the software/utility business
Interface Analyst(s)	As specific Interfaces are required, developers from different Modules and Products will be used to design and implement the interfaces.
Infrastructure (IT) Analyst	The Infrastructure Analyst is responsible for the installation, configuration and maintenance of the hardware and network connectivity tools (e.g., VPN) associated with the various enQuesta environments.
Development Point of Contact (POC)	The Development POC works closely with the Project Manager to assist in managing the design, programming, testing and deployment schedule for modifications and interfaces.
Report Analyst	The Report Analyst is accountable and responsible for ad-hoc reporting analysis, design, development, unit testing and training delivery.



## Key City Roles

Resource Role	Resource Role Description
Executive Sponsor	<ul style="list-style-type: none"> <li>• Secures spending authority and resources for the project.</li> <li>• Acts as a vocal and visible champion, legitimizes the project's goals and objectives</li> <li>• Keeps abreast of major project activities</li> <li>• Provides support for the Project Manager</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>• Day-to-day management of the project and project teams.</li> <li>• Day-to-day management of the vendor(s).</li> <li>• Lead risk assessments and manage the identification and tracking processes.</li> <li>• Oversight/update of the project risk/issue/defect logs and make recommendations as needed.</li> <li>• Manage the project contracts to ensure vendor compliance.</li> <li>• Oversee, track, inspect, and manage the vendor project deliverables.</li> <li>• Present reports to the Steering Committee on a bi-monthly basis.</li> <li>• Provide project improvement recommendations on a monthly basis.</li> <li>• Day-to-day management of the detailed project schedule.</li> </ul>
Conversion Lead	The Conversion Lead works closely with the Project Manager and is accountable for all (and responsible for most) client conversion related activities, including legacy data analysis, extract, data mapping, unit testing, data validation and executing data extracts during testing, simulation and go-live phases of the project.
Business Lead	The Business Lead works closely with the Project Manager and is ultimately accountable for the design, configuration, testing and simulation and go-live support of the enQuesta system. While the Implementation Consultants are responsible for individual areas of the software/utility business (e.g., billing, collections, service orders, cashiering, etc.), the Business Lead is primarily responsible for ensuring all the areas integrate successfully and making decisions that have a significant impact on the design, configuration, testing and simulation and go-live project phases. Typically the Business Lead is also

Resource Role	Resource Role Description
	responsible for an area of the software/utility business as well (e.g., billing or collections).
Billing Subject Matter Expert (SME)	<p>Expert in specific area of Billing function that will be responsible for:</p> <ul style="list-style-type: none"> <li>• Test case design processes.</li> <li>• Test case execution processes.</li> <li>• Support training of Billing section staff.</li> <li>• Assist with tracking all software defects.</li> <li>• Report testing progress to the Team Leader.</li> </ul>
Credit & Collections (C&C) Subject Matter Expert (SME)	<p>Expert in specific area of C&amp;C function that will be responsible for:</p> <ul style="list-style-type: none"> <li>• Test case design processes.</li> <li>• Test case execution processes.</li> <li>• Support training of Credit and Collections staff.</li> <li>• Assist with tracking all software defects.</li> <li>• Report testing progress to the Team Leader.</li> </ul>
Customer Service (CS) Subject Matter Expert (SME)	<p>Expert in specific area of CS function that will be responsible for:</p> <ul style="list-style-type: none"> <li>• Test case design processes.</li> <li>• Test case execution processes.</li> <li>• Support training of Customer Service staff.</li> <li>• Assist with tracking all software defects.</li> <li>• Report testing progress to the Team Leader.</li> </ul>
Meter / Field Operations Subject Matter Expert (SME)	<p>Expert in specific area of this function that will be responsible for:</p> <ul style="list-style-type: none"> <li>• Test case design processes.</li> <li>• Test case execution processes.</li> <li>• Support training of Meter / Field Operations staff.</li> <li>• Assist with tracking all software defects.</li> <li>• Report testing progress to the Team Leader.</li> </ul>
Meter Reading & Mobile App Subject Matter Expert (SME)	<p>Expert in specific area of Meter Reading function that will be responsible for:</p>

Resource Role	Resource Role Description
	<ul style="list-style-type: none"> <li>• Test case design processes.</li> <li>• Test case execution processes.</li> <li>• Support training of Meter Reading staff.</li> <li>• Assist with tracking all software defects.</li> <li>• Report testing progress to the Team Leader.</li> </ul>
New Site / Permitting Subject Matter Expert (SME)	<p>Expert in specific area of this function that will be responsible for:</p> <ul style="list-style-type: none"> <li>• Test case design processes.</li> <li>• Test case execution processes.</li> <li>• Support training of New Site / Permitting staff.</li> <li>• Assist with tracking all software defects.</li> <li>• Report testing progress to the Team Leader.</li> </ul>
Accounting Subject Matter Expert (SME)	<p>Expert in specific area of Accounting function that will be responsible for:</p> <ul style="list-style-type: none"> <li>• Test case design processes.</li> <li>• Test case execution processes.</li> <li>• Support training of Accounting staff.</li> <li>• Assist with tracking all software defects.</li> <li>• Report testing progress to the Team Leader.</li> </ul>
Infrastructure (IT) Analyst	<ul style="list-style-type: none"> <li>• Assist with design and build of project infrastructure.</li> <li>• Building of VPN access points.</li> <li>• Administer and troubleshoot all network related issues.</li> <li>• Assist with testing.</li> </ul>
Interface Analyst(s)	<ul style="list-style-type: none"> <li>• Assist with architecture design.</li> <li>• Develop, configure and implement client side interfaces.</li> <li>• Assist with interface testing.</li> </ul>
Report Writer(s)	<ul style="list-style-type: none"> <li>• Design and implement ad hoc reports and dashboards.</li> <li>• Administer ad hoc reports security.</li> </ul>

### S&S Responsibilities

S&S will assign staff to S&S project team roles as described above.

### City Responsibilities

City will assign staff to City project team roles as described above.

### Entry Criteria

N/A

### Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

### Completion Criteria

Completion of project team role assignments and added to Project Charter.

---

## 2.2.3 ACTIVITY – CONSTRUCT INITIAL PROJECT DOCUMENTS

### Description

S&S will develop the Project Charter with City. The Project Charter will define mission, scope, major deliverables, high level project timeline, change control, issue and risk management procedure, organizational chart, roles and responsibilities.

### Co-responsibility

Project Management Office will work together to complete this document.

### Entry Criteria

Project Launch meeting.

### Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

### Completion Criteria

Approved Project Charter document.

---

## 2.2.4 ACTIVITY – ESTABLISH PROJECT INFRASTRUCTURE (HOSTED)

S&S will create a Project Infrastructure plan that will include specifications of servers and environments needed for the S&S Total Solution.

### S&S Responsibilities

- Identify recommended hardware to meet S&S Total Solution requirements in Project Infrastructure plan.
- Work with City to ensure hosted environments meet required standards.
- Order and setup hardware and software for hosted solution.
- Monitor hosted solutions for system performance.
- Backup system on a daily basis.

- Configure the VPN on the S&S/Hosted side of the solution.
- Setup initial list of printers.

#### City Responsibilities

- Work with S&S to create Project Infrastructure plan.
- Setup and configure the VPN between City and S&S.
- Provide network communications from the Project site to the hosted environment with sufficient bandwidth to support Project activities.
- Setup of the initial printer queues with S&S training and assistance.
- After initial setup of the printers, City will be responsible for setting up new printers.

#### Entry Criteria

Initiation of the Project Infrastructure Plan.

#### Deliverables

Please see the reference for this section in Appendix – B Project Deliverables.

#### Completion Criteria

Completion of the Project Infrastructure Plan.

Project Infrastructure (hosted environment at S&S's facilities) is in place and has been verified.

---

### 2.2.5 ACTIVITY – INSTALL S&S BASE SOLUTION

#### Description

S&S will install the baseline product (out of the box installation) of enQuesta on City's Production, Conversion, Train and Test environments, conduct the appropriate testing to demonstrate (using test or sample data) that the software and associated databases (excluding any functions requiring an interface or additional configuration beyond that provided by the standard install) are properly installed, configured, set up, operational and ready to begin design phase of project.

Production, Conversion, Train and Test environments with the baseline enQuesta software installed is referred to (and defined as the) S&S Base Solution. There are separate activities for creating additional software environments, such as those for ad-hoc reporting, customer self-service portal and mobile work force management.

The S&S Base Solution environments will not contain City specific data or configuration at the time of this activity. There are subsequent activities for marking the completion of data conversions and City specific configuration.

#### Entry Criteria

Project Infrastructure in place and verified.

#### S&S Responsibilities

Install enQuesta Production, Conversion Train and Test environments on Project Infrastructure.

#### City Responsibilities

Ensure project infrastructure is in place as per City responsibilities detailed in section 2.2.4.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

The enQuesta Production, Conversion, Train and Test environments have been successfully installed in the Project Infrastructure and verified. Since none of the environments will have customer data at this point in the Project, verification will be achieved with a brief Web conference to demonstrate login and a handful of key configuration tables.

---

### 2.2.6 ACTIVITY – PROJECT KICK-OFF MEETING

#### Description

A Project kick-off meeting will be held with the entire Project Team, including all identified full-time and part-time Project team members and the Project Steering Committee. City Project Management and S&S Project Management will jointly provide an orientation overview using material based on the Project Charter.

Topics covered in the kickoff meeting may include:

- The Organization of the Joint Project Team
- The Reporting Structure
- Project Timeline, Plan overview
- Resources, roles and responsibilities
- Key Project Milestones
- Project Charter (if ready)
- Release of the Business Process Analysis (BPA) Questionnaire to City
- Release of request for Current State Artifacts to City

#### S&S Responsibilities

S&S will propose kickoff agenda and conduct a Project Governance Workshop during the kickoff week with all Core Team members to explain how the Project Team members will work together as defined in this Project Scope of Work. A presentation document will be developed to facilitate the session.

#### City Responsibilities

City will ensure all members of core team and executive sponsors are available for the Kickoff.

City will reserve a conference room for each workshop that can accommodate both S&S and City Project teams. See assumption in section 4.1 for additional details.

#### Entry Criteria

Project team assembled, project documents drafted and reviewed. Project Launch meeting conducted.

#### Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Kick-off Meeting conducted.

---

### 2.2.7 ACTIVITY – DEVELOP INITIAL PROJECT WORK SCHEDULE

#### Description

S&S, with City’s assistance, will develop a detailed Project Schedule. This is the Project Schedule that is revised and approved by City, and represents the starting point for the Project. Both parties will staff and provide resources to meet the schedule. This schedule will outline all tasks to complete the overall Project and have resources from S&S and City assigned and properly allocated based on resource availability. Future deliverables, such as functional specifications, technical specifications, code development, system test and training execution will be further detailed as the Project progresses since information needed is not completely available during the initiation project phase. Work activities planned for the next (rolling) sixty days will be detailed as accurately as possible. Monthly maintenance of the schedule is addressed as part of the recurring Project Management deliverable.

During the first two months of the Project, based on a mutually agreed upon start date, S&S will create an initial Project Schedule. During this time S&S will develop the schedule, conduct a detailed review, and update the schedule with the City Project Manager. Once City approves the initial schedule, it will be saved as the baseline schedule upon which future updates will be made.

The Schedule Components section below describes the required features of the Project Schedule. The Project Schedule will be very accurate for the upcoming months (approximately 60 days), with less detail after that time. The schedule will, however, map the entire Project. Future tasks will simply be at a higher level until it is closer to the time to execute them. All deliverables for the entire Project will be listed in the Project Schedule, along with their respective due dates.

#### 2.2.7.1 TASKS

All work required to complete the Project deliverables will be reflected as tasks in the Project Schedule. There will not be a separate document listing additional work not reflected in the Project Schedule. The Project Schedule will include both S&S and City tasks.

The schedule will have tasks defined in enough detail so that a team member can clearly understand his or her assignments by week. Task durations will be estimated independently and will reflect the best estimate available for the time required to complete the task. Dependencies among tasks will be based on the logical progression of work.

#### 2.2.7.2 RESOURCES

The Project Schedule will contain a master resource list of all team members that are contributing significant work to the Project. Generic resources will not be used except in those portions of the schedule yet to be elaborated. For non-dedicated employees (City staff not allocated to the project full-time), it is acceptable to assign work using job titles or roles. All parties recognize that the specific resources that may perform a task may change later in the Project as required details are developed.

#### 2.2.7.3 RESOURCE ASSIGNMENTS AND RESOURCE LEVELING

Tasks assigned to more than one resource should be avoided, except in the case of group meetings or similar activities.

Resources will not be staffed over their availability. If any team member is over-allocated, the S&S Project Manager will adjust the schedule to level the work of that resource in the Project Schedule.

##### S&S Responsibilities

The S&S Project Manager will be responsible for all Project activities, schedules and staffing of those activities for their organization. The S&S PM will lead the effort to gather the activities to add to the project schedule as the project progresses and maintain the Work in Progress schedule.

##### City Responsibilities

The City Project Manager will be responsible for all Project activities, schedules and staffing of those activities for their organization. The City Project Manager will be responsible for ensuring the City Core Team is available for the needed assignments. The City Project Manager will also manage all Project administrative duties associated with the City Core Team.

City and S&S Project Managers are jointly responsible for the day-to-day planning of Project activities. The purpose of this reporting structure is to centralize and streamline all Project-related decision-making activities.

##### Entry Criteria

Project contract signing and Launch Meeting.

##### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.



### Completion Criteria

Initial Project Schedule is completed.

The Project Schedule will be updated throughout the Project with additional details and completion information. If there is an approved scope change, the Project Schedule will be updated to reflect that change and a new baseline will be set.

---

## 2.2.8 ACTIVITY – ESTABLISH PROJECT TRACKING TOOLS

### Description

This activity is to confirm the Project Tracking Tools have been established and configured to provide a consistent method for the Project Management team to report monthly metrics. City and S&S will agree on the project metrics, but at a minimum the following types of items will be measured based on the current status: 1) Work Tasks Active, Late, Early, 2) Defects, 3) Issues, 4) Risks, 5) Custom Modification Development (all items not in the initially delivered system), 6) Business Process Documents, 7) Interface and Portal Specifications, 8) Test Scripts Development, 10) Test Script Execution, 11) Training Material, 13) Training Course Execution, 14) Change Orders, and any other metrics that are applicable to the management of the project.

### Co-responsibility

The person responsible for the tracking item must maintain the tracking information. The status of all tracking items must be updated by a mutually agreed upon day as the Project Management team will execute reports and review the data in their weekly meeting.

### Entry Criteria

N/A

### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

### Completion Criteria

S&S-provided Project Tracking Tools are usable by Project team members and training has been provided.

---

## 2.2.9 ACTIVITY – ESTABLISH PROJECT MANAGEMENT REPORTING

### Description

S&S, with assistance from City, is responsible for the development of the status reporting process for the Project. There are weekly/monthly/quarterly actions and reports required for this activity and associated deliverables.

1. Project Management Meetings – each week (or as established with the Project Management team) there will be a meeting to include the Project Management team. Project status will be reviewed and the next weeks priorities will be established.
2. Project Team Meetings – monthly, or as -needed, each Project Manager will conduct group and/or individual meetings with respective team members to review their work assignments so as to gather information regarding the overall Project status, to identify obstacles to successful completion of tasks, and to provide needed assistance and coaching.
3. Status Reports – weekly/bi-weekly report which documents prior accomplishments, upcoming activities, past due activities, key action, decisions, and issues with estimated completion dates, and project risks.
4. Project Schedule Updates – The monthly deliverable encompasses updated tasks, percent complete and milestone completions, including resource updates and timeframe updates.
5. Steering Committee Presentation – a series of PowerPoint slides, as described in the Steering Committee Presentation section below, presented quarterly, or as otherwise determined, to the Steering Committee in order to communicate the current Project status and forecast.

The frequency, leader and attendees are identified in the table below.

Frequency	Item	Responsible	Attend / Contribute	Optional/As Needed	Notes
Weekly	Project Management Meeting	S&S PM	City PM, S&S Business Lead, City Business Lead	S&S & City Technical Leads, Testing Leads, Training Leads	sample Meeting Agenda template included as Appendix H
Weekly	Team Meeting	S&S PM	S&S Project Team		
Weekly	Team Meeting	City PM	City Project Team		
Weekly	Status Report	S&S PM	S&S Project Team		sample Status Report template included as Appendix C
Weekly	Status Report	City PM	City Project Team		
Monthly/prior to Steering Committee meeting	Updated Project Schedule	S&S PM	City PM	S&S and City Team Leads	
Quarterly	Executive Sponsor Meeting	S&S PM City PM	S&S PM, City PM, S&S Exec Sponsor, City Exec Sponsor		Presentation delivered jointly by Project Management Office

Frequency	Item	Responsible	Attend / Contribute	Optional/As Needed	Notes
Quarterly	Steering Committee Presentation	City PM	S&S PM		sample Meeting Agenda template included as Appendix J

#### Entry Criteria

N/A

#### Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Delivery of scheduled status reporting documents.

## 2.3 DESIGN PHASE

### 2.3.1 ACTIVITY – PREPARE FOR DISCOVERY WORKSHOPS

#### Description

S&S divides the analysis part of the implementation into two major phases: Discovery and Business Process Analysis (BPA).

Discovery focuses on gathering and reviewing information on current and desired utility business practices, pain points, rules and requirements.

BPA focuses on presenting (and customizing where necessary) enQuesta best practice workflows using the information obtained from Discovery.

Discovery focuses on understanding the current, “as-is” processes and their benefits and failings, while BPA focuses on the future, “to-be” processes ensuring project requirements are satisfied. There are onsite workshops for both Discovery and BPA. Data conversion planning, mapping and extraction exercises occur concurrently with Discovery and BPA.

Discovery entails mostly a one-way flow of information from City to S&S so that S&S can prepare the best practice enQuesta workflows and follow up questions for the subsequent BPA workshops. S&S provides a list of Current State artifacts (e.g., list of rates, tariffs, GL chart of accounts, collections timeline, etc.) and a questionnaire for City to fill out.

#### S&S Responsibilities

S&S will define the agenda and schedule for the Discovery Workshops.

S&S will provide a questionnaire and list of Current State artifacts.

#### City Responsibilities

City will provide information in the form of answers to the questionnaire prepared by S&S and delivery of the Current State artifacts requested by S&S.

#### Entry Criteria

BPA Questionnaire and request for Current State artifacts from S&S.

#### Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Discovery Workshops scheduled and preparation completed.

BPA Questionnaire answers and Current State artifacts provided to S&S.

An enQuesta demonstration environment is configured for S&S use during the BPA workshops.

---

### 2.3.2 ACTIVITY – CONDUCT DISCOVERY WORKSHOPS

#### Description

The purpose of this activity is to review current and desired utility business practices, pain points, rules and requirements in a discussion and interview format with the City Core Team, using the completed BPA Questionnaire and Current State artifacts prepared in advance.

The overall intent of these sessions is to provide S&S with a general understanding of the scope of processes that need to be implemented and uncover any potential customizations to best practice workflows in order to prepare for the subsequent BPA Workshops.

#### S&S Responsibilities

S&S will travel onsite and provide business process experts who will clarify responses to the BPA questionnaire and ask follow up questions re: the Current State artifacts and business requirements.

#### City Responsibilities

City will provide business process experts with sufficient knowledge and expertise to answer follow up questions regarding the BPA Questionnaire, Current State Artifacts and requirements.

#### Entry Criteria

Installation of the enQuesta demonstration environment.

Discovery Workshops scheduled and preparation complete.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Completion of scheduled Discovery Workshops as confirmed by attendance sign-in sheets.

---

### 2.3.3 ACTIVITY – DATA CONVERSION PLAN

#### Description

S&S, with City’s participation, will develop the Conversion Plan, which will define the approach and strategy for migrating the Legacy Systems' data into the new S&S enQuesta Solution. The Conversion Plan defines processes and tools that govern data mapping, data cleansing, technical design, development and testing. The document will contain a roadmap of current data repositories included in the Project conversion landscape. It will define the amount of historical data that will be converted and define procedures that will be used to validate the conversion success and to identify data cleansing opportunities.

The Conversion Plan will address the following topics.

- The process by which City will provide legacy data to S&S in enQuesta staging table format.
- The process by which S&S will convert data from the staging tables to the enQuesta data structure.
- What data will be converted systematically.
- What data will be converted manually (examples include open work orders, open cash payments and payment plans).
- How much and what type of historical data will be converted (see section 1.7 above within this SOW).
- Proposed number of, and timeline for, test conversions.
- The conversion balancing process and the data elements that will be used to verify that a conversion run is successful.
- How data will be validated by both S&S and City in the first and subsequent conversions.
- The process by which City will conduct data cleansing in the Legacy System using reports generated by the S&S conversion process.
- How conversion related issues will be tracked and resolved once identified.

#### S&S Responsibilities

Provide first draft of, and finalize edits for, the Conversion Plan.

#### City Responsibilities

Review, provide suggested edits and approve the Conversion Plan.

#### Entry Criteria

Identification of data sources.

Review of data scope section of SOW.

## Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

## Completion Criteria

Approved Conversion Plan.

---

### 2.3.4 ACTIVITY – DATA MAPPING

## Description

This activity represents the activity of defining the data mappings between the legacy tables and the staging tables. Required target system data not contained in the legacy system will be identified and the method for resolving gaps will be formulated.

S&S is responsible for educating City on the staging table format and rules for populating from legacy data for each data extract and conversion iteration. Joint sessions will be held to review the enQuesta staging tables and fields to provide both technical and business functional information so that City is able to map the relevant legacy tables and fields to staging tables and fields.

City will then start and eventually complete a Data Mapping document that serves as a conversion technical requirements document to track the target staging table destination for each relevant and in-scope legacy table and field combination. (See Appendix M for a list of the staging tables and examples of the format and field definitions of two staging tables.) This document typically takes the form of an excel spreadsheet with tabs for each relevant legacy table and rows for each field/column to be converted within a table.

This document provides City with a blueprint for designing a repeatable legacy data extraction process suitable for extracting the CSV files that will then be loaded into the staging tables. The Data Mapping document may be amended as configuration evolves and results are received from various testing phases.

## S&S Responsibilities

Provide data mapping template and offer assistance from Conversion lead and implementation team on how to complete it.

## City Responsibilities

Complete data mapping spread sheet and provide knowledgeable legacy data and business process SMEs who can make decisions regarding data conversion and to-be process workflows.

## Entry Criteria

Conversion Plan document started.

## Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

## Completion Criteria

Completed (initial) Conversion Data Mapping document.

---

### 2.3.5 ACTIVITY – DEVELOP LEGACY DATA EXTRACTION PROCESS

#### Description

The execution of a conversion iteration can be broken into two parts: part 1 is extracting legacy data to a series of CSVs, and part 2 is loading the CSVs into enQuesta staging tables and converting the data from the staging tables to the target enQuesta database structure. City is responsible for part 1 and S&S is responsible for part 2. This activity encompasses part 1.

City is responsible for developing a repeatable, consistent and efficient process to extract the relevant legacy data defined in the data mapping specification document to a series of CSVs whose formats mirror the enQuesta staging tables. Repeatability, consistency and efficiency are critical given that the process will be used for a go-live conversion that occurs in a relatively short period of time (i.e., Go-Live weekend). This process also required populating an internal legacy test system at the point in time of the extract for post-conversion data validation and reconciliation activities.

S&S will assist in developing this process and will offer tools and process recommendations to streamline it. The primary tool that S&S provides is a series of data cleansing scripts that can be run on the legacy data CSV extracts. These scripts produce reports on data records that do not pass validation and would be rejected during the staging table upload. City needs to review and cleanse this data in the legacy system. Additionally, S&S will work with City to define the criteria for a successful data extract to the enQuesta staging tables. There is a minimum set of standards required for data elements and completeness of records. Test extracts will be conducted and cleansed to refine the extract process before the first usable extract is produced for the first test conversion iteration.

#### S&S Responsibilities

Provide support to City's data conversion staff re: practices and procedures for extracting legacy data into extract CSV files.

Provide data cleansing tool and training on how to use it.

#### City Responsibilities

Create efficient and repeatable legacy data extraction scripts and process.

Cleanse data in Legacy System, or add data translation logic to extract scripts, where necessary.

Produce legacy data extract scripts that extract data into CSV files with high level of cleanliness (percent of good vs. rejected records to be agreed upon during project).

Identify legacy test system and process for populating system with legacy data extract with each conversion iteration.

#### Entry Criteria

Approved Data Conversion Plan.

Data Mapping Document.

## Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

## Completion Criteria

Extraction scripts and process for repeatable extract from Legacy System is complete.

Plan in place to address data cleansing items.

---

### 2.3.6 ACTIVITY – PREPARE FOR BUSINESS PROCESS ANALYSIS WORKSHOPS

#### Description

The purpose of this activity is to prepare the City Core Team for the upcoming BPA Workshops. To this end, S&S personnel will deliver Core Team BPA Orientation Training consisting of one week of classroom training (4-5 business days) for up to 12 City Core Team members.

The purpose of this training is to provide a high-level overview of enQuesta functionality and business workflows to provide City with a context to better understand the subsequent BPA Workshop demonstrations. City will make decisions during the BPA Workshop sessions more confidently and effectively as a result of this initial training and familiarization with enQuesta.

Additionally, S&S will work with City to create a plan for onsite BPA workshops that will take place after BPA Orientation Training.

#### S&S Responsibilities

Deliver Core Team BPA Orientation Training.

Create plan for onsite BPA workshops.

#### City Responsibilities

City will provide a training room with at least 12 City desktops to support the Project training activities. Training materials will be provided in softcopy. City has the right to use the training materials for internal City purposes.

#### Entry Criteria

Discovery Workshops conducted.

Base Solution is installed.

## Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

## Completion Criteria

BPA Workshops scheduled and Core Team BPA Orientation Training completed.

---

### 2.3.7 ACTIVITY – CONDUCT BUSINESS PROCESS ANALYSIS WORKSHOPS



## Description

Information related to current and desired City business practices and functional requirements that was learned during Discovery will be leveraged to design the enQuesta system, including how it will be configured to execute City-specific workflows. In general, the approach for designing the new City-specific system during these workshops will be to use standard, or best practice, enQuesta workflows to improve the efficiency and quality of business processes whenever possible and ensure functional requirements are satisfied.

In these workshops, City and S&S will:

- confirm all the assumptions made by both City and S&S.
- demonstrate recommended enQuesta workflows and alternative ways of meeting the requirements, particularly taking advantage of the system's flexibility via application configuration.
- demonstrate and make decisions on how to populate key product configuration tables that drive enQuesta functionality.
- identify gaps between City desired workflows and enQuesta best practice workflows. S&S and City will try to resolve gaps with either enQuesta best practices or a workaround that does not require an additional modification or interface. If this is not possible, a Change Order will be issued to conduct the analysis and write the Business Requirements Document (BRD) required for the additional modification or interface. Once the Change Order is approved, the analysis will be conducted in the modification and interface analysis sessions (see section below for more details).
- conduct any follow up Data Mapping sessions for those topics that tie closely to business process (e.g., active codes, certain meter attributes, customer billing/penalty/collections rates, etc.).
- address any follow up questions from Discovery and review functional requirements.
- document all decisions and designs of business processes in the BPA documents referenced below.
- formalize the concurrence City approval process.

S&S will lead these workshops. At the start of each weekly session, S&S will demonstrate business processes and configuration in enQuesta, so that City may understand and make decisions on how enQuesta will be used to execute City specific workflows.

During the workshops, S&S will suggest process alternatives (if available). The goal is to maximize the use of the best practice enQuesta workflows while addressing the objectives of City and avoid custom

development wherever reasonable. Configuration and data mapping decisions will be made, as well as modification, interface and further functional requirements analysis.

S&S will design solutions with the following guidelines.

- Accommodate the desired state of the business rather than directly mapping to current practices.
- Optimize process efficiency by reducing process cycle time.
- Use best practice system features, functions, and reports whenever possible.
- Utilize work-arounds employing baseline functionality rather than designing custom solutions that increase Project scope.
- As appropriate, S&S will mutually communicate solutions to all constituent groups directly and indirectly affected by decisions made.

When multiple options are available, City will choose the option that supports company goals or broad business areas rather than the option which satisfies the needs of a single department or user.

#### S&S Responsibilities

Present standard or best practice enQuesta workflows and configuration to enable City to choose processes and configuration to use for testing and go-live.

Document decisions to be outlined in Business Process Analysis (BPA) documents.

#### City Responsibilities

City will provide business process experts with sufficient knowledge and expertise to complete their tasks. The City experts will be available as needed throughout workshop and configuration activities and will be given the authority to make decisions related to their area of expertise. City Current State artifacts previously prepared will be available to help support the workshops as appropriate.

City will maintain and submit completed attendance sign-in sheets after the BPA workshop sessions.

#### Entry Criteria

City will reserve a conference room for each workshop that can accommodate both S&S and City Project teams. See assumption in section 4.1 for additional details.

Completion of Core Team BPA Orientation Training.

BPA Workshops scheduled.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Completion of scheduled Business Process Analysis Workshops as confirmed by attendance sign-in sheets.

---

### 2.3.8 ACTIVITY – DEVELOP BUSINESS PROCESS ANALYSIS DOCUMENTS

#### Description

Following the completion of the Business Process Analysis workshops, S&S will generate Business Process Analysis documents to capture all mutually agreed to decisions made during the sessions.

The BPA documentation includes business process by each functional area (e.g., billing, collections, cashiering, service orders, etc.). They will contain the following elements: assumptions, definitions, business rules, detailed enQuesta process flow steps (with screen shots where necessary), configuration and other decisions and process flow diagrams when needed. This documentation will serve as a foundation for the creation of custom test cases, training materials and other user guides that City chooses to create.

During the BPA effort, a mutually agreed upon Change Order will be issued as required to reflect the following changes:

- new requirements added that are not identified within the Software Implementation Services Agreement, including all of its Exhibits, Attachments, and incorporated documents.
- existing requirements that are identified within the Software Implementation Services Agreement, including all of its Exhibits, Attachments, and incorporated documents, and mutually deemed to be unnecessary.

#### S&S Responsibilities

Create and edit Business Process Analysis (BPA) documents.

Participate in document review.

#### City Responsibilities

Review and edit Business Process Analysis (BPA) documents.

Participate in document review.

#### Entry Criteria

Beginning of Business Process Analysis Workshops.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Approved Business Process Analysis documents.

---

### 2.3.9 ACTIVITY – CONDUCT MODIFICATION AND INTERFACE ANALYSIS WORKSHOPS

#### Description

After the BPA workshops, S&S will conduct analysis workshops for:

- modifications, interfaces and portals identified in the SOW.
- gaps identified during the BPA workshops for which a change order is signed to proceed with further analysis.

The workshops will be conducted onsite or via Web conference calls, depending on the complexity of the topics. S&S will determine if onsite travel or Web conference calls are needed.

S&S and City will make a final attempt to meet the need for the identified modifications, interfaces, portals and gaps items with a work around or best practice workflow. If a work around or best practice workflow is not possible or sufficient, S&S will gather the business, functional and technical requirements for each modification, interfaces, portal and gap. These requirements will be documented in Business Requirements Documents (BRDs) in the following section.

#### S&S Responsibilities

S&S will lead workshops and ensure appropriate business and technical experts sufficient knowledge of the topics covered by the identified modifications, interfaces and gaps are present.

#### City Responsibilities

City will provide business process and technical experts with sufficient knowledge of the topics covered by the identified modifications, interfaces and gaps.

City experts will schedule third-party vendors to participate in interface workshop sessions and ensure all necessary parties are present.

City will maintain and submit completed attendance sign-in sheets after the BPA workshop sessions.

#### Entry Criteria

City will reserve a conference room for each workshop that can accommodate both S&S and City Project teams. See assumption in section 4.1 for additional details.

BPA Workshops completed.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Completion of scheduled Modification and Interface Analysis Workshops as confirmed by attendance sign-in sheets.

---

### 2.3.10 ACTIVITY – DEVELOP BUSINESS REQUIREMENTS DOCUMENTS (FUNCTIONAL SPECIFICATIONS FOR MODIFICATIONS, INTERFACES AND PORTALS)

#### Description

During this activity, S&S will develop Business Requirements Documents (BRDs) for the Modified Objects, Interfaces and Portals as defined in the Business Process Analysis documents. The specifications will be based upon the information obtained during the Modification and Interface Analysis workshops. Minor modifications may not require a BRD. It will be at S&S's discretion to decide which modifications will require BRDs.

The BRDs will contain assumptions, detailed requirements, functional design/approach, interface specifications where appropriate and test scenario descriptions. Actual Test Case(s) for the functionality represented in each BRD will not be provided to City. S&S will work with City to develop test cases where necessary.

#### S&S Responsibilities

Create and edit Business Requirements (BRD) documents.

#### City Responsibilities

Review and edit Business Requirements (BRD) documents.

#### Entry Criteria

Completion of Modification and Interface Analysis workshops.

#### Deliverables

Please see Appendix B Project Deliverables.

#### Completion Criteria

Approved Business Requirements (BRD) documents.

---

### 2.3.11 ACTIVITY – INSTALL ADDITIONAL SOFTWARE ENVIRONMENTS

#### Description

S&S will install the additional software environments detailed in the S&S Responsibilities section below, conduct the appropriate testing to demonstrate that the software and associated databases (excluding any functions requiring an interface or additional configuration beyond that provided by the standard install) are properly installed, configured, set up, operational and ready to begin design phase of project.

Note that one environment can suffice for enQuesta Analytics Production and Development, since each report has the ability to point to the enQuesta Production, Train and Test environments at the individual report level.

The four enQuesta software environments (enQuesta Production, Conversion, Train and Test) and the additional software environments detailed in the S&S Responsibilities section below are defined as the S&S Total Solution.

#### Entry Criteria

Project Infrastructure for the additional software environments is in place and verified.

#### S&S Responsibilities

Install the following additional software environments on Project Infrastructure:

- Capricorn Production
- Capricorn Test
- enQuesta Analytics Production/Development
- enQuestaLink Production
- enQuestaLink Test

#### City Responsibilities

Ensure project infrastructure is in place as per City responsibilities detailed in section 2.2.4.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Certification the additional software environments have been successfully installed in the Project Infrastructure and demonstrated. The demonstration will be a brief Web conference to show basic functionality.

---

### 2.3.12 ACTIVITY – DEVELOP TRAINING PLAN

#### Description

This activity develops a training approach that outlines learning goals and objectives for major target audiences for both Core Team and End User training. The approach is outlined in the Training Plan, which includes:

- proposed curricula for each group of end users.
- proposed high level schedule.
- training materials.
- roles and responsibilities.
- facility requirements.

The User Training Matrix, which is initiated at Project Kick-off, issued to map courses to users and document enQuesta related detail for users (e.g., security level). The User Training Matrix provides

information on training schedule requirements to be used later in the project to set the End User training schedule.

#### S&S Responsibilities

Create and edit Training Plan.

#### City Responsibilities

Review and edit Training Plan.

#### Entry Criteria

Initiated User Training Matrix.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Approved Training Plan.

---

### 2.3.13 ACTIVITY – CONDUCT CORE TEAM FUNCTIONAL TRAINING

#### Description

The purpose of this training is to provide the Core Team with detailed instruction on City-specific enQuesta workflows (determined and set during Business Process Analysis (BPA)) in each functional area to allow City staff to write and execute test scripts and begin practicing their new business process workflows in enQuesta.

Functional Training will consist of two weeks of classroom training (8-10 business days), which will be delivered by S&S personnel. The training system will be configured by S&S to emulate City-specific workflows determined in the BPA phase of the Project.

City will provide a training room with at least twelve desktops to support the Project training activities for up to twelve class participants and one trainer. Training materials will be provided in PDF softcopy. City has the right to use the training materials for all users for internal purposes. S&S does not customize the standard training materials for City-specific workflows. City- is responsible for printing of all training materials for training participants.

#### S&S Responsibilities

Prepare and deliver Core Team training onsite at Client location.

Deliver standard training materials.

#### City Responsibilities

Provide a training room with properly configured work stations (see Training Plan) that can accommodate both S&S and City Project teams. See assumption in section 4.1 for additional details.

Schedule resources to attend training. If Train the Trainer option is selected, then Train the Trainer resources must attend Core Team training.

Ensure all Core Team members can attend Core Team training (any absent members will be trained by City Core Team).

#### Entry Criteria

Approved Business Process Analysis documents.

Initial Configuration.

Test data conversion in place.

#### Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Core Team Functional Training completed.

---

### 2.3.14 ACTIVITY – AD-HOC REPORT DESIGN AND SPECIFICATIONS

#### Description

An S&S Report Developer will work with the City Project team members to identify the agreed upon ad-hoc reports that S&S will develop using the report development effort that is in scope for this Project. This typically amounts to five (5) reports. The most complex or business critical reports, usually financial and usage in nature, are often prioritized as the five reports that S&S will create. Any remaining ad-hoc reports needed will be created by City.

S&S will provide three (3) days of report writing training. The first day can include a larger audience of report writers, business experts and report recipients. The remaining two days are dedicated solely to staff with report writer licenses (and will focus on the finer points of creating ad-hoc reports).

City will identify any reports that are required for Go-Live in an S&S provided template called the Master Report Catalog (template delivered in Discovery phase of Project). The Master Report Catalog will contain the following information to be completed by City for all existing reports in preparation for report analysis workshops.: Report Name, Report Description, Department, Report Owner, Link to Report Sample, Frequency Used. City will review the reports in the Master Report Catalog and mark any existing report as no longer needed.

S&S will conduct report analysis workshops with City in which each report will be reviewed marked as:

- fulfilled with a standard enQuesta report (i.e., no development needed),
- fulfillment required by an ad-hoc report or
- no longer needed.

S&S will gather requirements for the ad-hoc reports identified for S&S to create in the report analysis workshops.



After the Master Report Catalog is complete at the conclusion of the report analysis workshops, a complete list of the ad-hoc reports that need to be created is available.

City and S&S will develop a Report Specification for each of the reports for which they are responsible. These specifications will be based upon the information obtained during the report analysis workshops and supplemented with information provided by City staff during this activity.

S&S and City will develop Report Specifications for each ad-hoc report using a template provided by S&S. The Report Specifications will, at a minimum, contain: Report Name, General Description, Description of the Departments that use the report, Report Owner, Data Fields and Definitions needed for the Report, Mathematical Calculations for the Report when applicable, Sorting, Filtering and any other items deemed necessary. Test scripts will be developed for each Report as part of the report functional specification.

#### S&S Responsibilities

Create Master Report Catalog.

Identify ad-hoc reports in Master Report Catalog.

Deliver report writing training.

Create Report Specification documents for ad-hoc reports in scope for S&S to create.

#### City Responsibilities

Assist with creation of Master Report Catalog.

Attend report writing training.

Create Report Specification documents for ad-hoc reports in scope for City to create.

#### Entry Criteria

Completion of Business Process Analysis workshops

#### Deliverables

Please see Appendix B Project Deliverables.

#### Completion Criteria

Report Specifications for the ad-hoc reports that S&S will create.

---

### 2.3.15 ACTIVITY – DEVELOP TESTING PLAN

#### Description

This Testing Plan document defines the overall testing approach for the Project. This document will identify, at a high level, all phases of testing, along with goals, timeframes, proposed resources, testing environment, and materials for each phase. Incident reporting, tracking and resolution process will also be included. This document is a roadmap for planned testing phases, including relationship to other Project activities.

This Testing Plan will not include detailed testing schedules, which will be developed later in the Project for each area of testing to be performed.

#### S&S Responsibilities

Create and edit Testing Plan document.

#### City Responsibilities

Review and edit Testing Plan document.

#### Entry Criteria

Completion of Business Process Analysis Workshops.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Approved Testing Plan document.

---

### 2.3.16 ACTIVITY – DEVELOP FUNCTIONAL TEST SCHEDULE

#### Description

The purpose of this activity is for City to develop a Functional Test Schedule that will identify the elements necessary to complete Functional Testing successfully. The goal of Functional Testing is to confirm that the delivered Solution performs as specified in the approved Business Process Analysis documents. The following scope items will be completed prior to the start of first phase Functional Testing:

- enQuesta workflows with City-specific configuration
- Converted Data

Functional testing focuses primarily on ensuring the inputs, screen flow and outputs function as expected for individual processes (versus combining individual processes into batches or groups that more closely resemble the schedule of City 's daily workflow – see Integration Test Plan below).

The Functional Test Schedule should include:

- test scripts to be covered.
- assignments for all participants, including technical support of environments.
- order in which the test scripts need to be executed.

- regression testing timeframes.

#### S&S Responsibilities

Offer guidance and support in developing Functional Test Schedule.

#### City Responsibilities

Create Functional Test Schedule.

Ensure all testing resources have been trained in the S&S Total Solution in their area of expertise. Testing resources must have attended Core Team training, otherwise City is responsible for training testing resources.

#### Entry Criteria

Approved Testing Plan document.

Approved Business Process Analysis documents.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Completed Functional Test Schedule.

---

### 2.3.17 ACTIVITY – DEVELOP FUNCTIONAL TEST SCRIPTS

#### Description

The purpose of this activity is to develop the testing materials to be used in Functional Testing.

City will lead the development of the Functional Test Scripts with S&S support. S&S will provide a starter kit of standard test scripts in an online testing tool (SpiraTest) and instruct City on how to edit, delete and create new test scripts in a SpiraTest training workshop. The standard test scripts provided by S&S are not meant to be exhaustive, and new test scripts may need to be created based on City's preference and custom and City-specific functionality. City will customize the standard test scripts using the BPA workshops, BPA documents, enQuesta training materials and Core Team training as inputs. City is responsible for mapping any functional requirements to test cases as part of the functional test script creation process.

City will provide the test scripts to S&S for review, but S&S is not responsible for their accuracy and S&S approval is not required. Utilities comparable in size and complexity typically create in the range of 500-700 test cases (note this is an estimate for discussion and planning purposes – the actual count may be greater/lesser depending on requirements and level of granularity desired). See Appendix K for an example of a variety of simple to complex test cases.

#### S&S Responsibilities

Provide standard test scripts.

Provide SpiraTest training workshop.

Offer guidance and support in developing Functional Test Scripts.

#### City Responsibilities

Attend SpiraTest training workshop.

Create Functional Test Scripts.

#### Entry Criteria

Completion of Core Team Functional Training and BPA documents.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Completed Functional Test Scripts.

---

### 2.3.18 ACTIVITY – CONDUCT ENQUESTA ADMINISTRATOR TRAINING

#### Description

The purpose of this training is to provide the City Core Team members responsible for administration of the enQuesta system with detailed instruction on security, user configuration, document administration, process scheduling administration, and general printer set up and administration.

enQuesta Administrator Training will consist of one week of classroom training (3-4 business days), which will be delivered by S&S personnel. The training system will be configured by S&S with our standard training administration configuration.

City will provide a training room with at least twelve desktops to support the Project training activities for up to twelve class participants and one trainer. Training materials will be provided in PDF softcopy. City has the right to use the training materials for all users for internal purposes. S&S does not customize the standard training materials for City-specific workflows. City- is responsible for printing of all training materials for training participants.

#### S&S Responsibilities

Prepare and deliver enQuesta Administrator training onsite at Client location.

Deliver standard training materials softcopy.

#### City Responsibilities

Provide a training room with properly configured work stations (see Training Plan) that can accommodate both S&S and City Project teams. See assumption in section 4.1 for additional details.

Schedule resources to attend training.

Ensure all Core Team members can attend training (any absent members will be trained by City Core Team).

#### Entry Criteria

Approved Business Process Analysis documents.

Initial Configuration.

Test data conversion in place.

User Training Matrix completed with all users identified.

#### Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Core Team enQuesta Administrator Training completed.

---

### 2.3.19 ACTIVITY – DEVELOP INTEGRATION TEST SCHEDULE

#### Description

The purpose of this activity is for City to develop an Integration Test Schedule that will identify the elements necessary to successfully complete Integration Testing. The goal of Integration Testing is to confirm that the delivered Solution performs as specified in the Business Process Analysis and Business Requirement Documents (for modifications and interfaces). The following scope items will be completed prior to the start of first phase Integration Testing.

- enQuesta workflows with City-specific configuration
- Modifications
- Automated batch processing (Job Scheduler)
- Interfaces
- Portals
- Ad-hoc Reports
- Converted Data

The primary differences between Functional and Integration testing are that Integration testing will:

- include testing of modifications, interfaces, portals and ad-hoc reports.
- be organized so that test scripts are executed in batches that closely match the schedule of City's daily workflow.
- put more emphasis on daily balancing activities using standard enQuesta and ad-hoc reports.

The Integration Test Schedule should include:

- test scripts to be covered.
- assignments for all participants, including technical support of environments.
- the order in which the test scripts need to be executed.
- coordination of interdependent testing activities.
- coordination of third party vendor participation in testing activities.
- regression testing timeframes.

#### S&S Responsibilities

Offer guidance and support in developing Integration Test Schedule.

#### City Responsibilities

Create Integration Test Schedule.

#### Entry Criteria

Approved Testing Plan document.

Approved Business Process Analysis documents.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Completed Integration Test Schedule.

---

### 2.3.20 ACTIVITY – DEVELOP INTEGRATION TEST MATERIALS

#### Description

The purpose of this activity is to define the details to be used in Integration Testing.

City will develop the specific Integration Test Scripts addressing the processes described in the Integration Test Schedule. Functional Test Scripts should be leveraged and grouped together, and additional scripts will be created for the additional scope items. As stated in the functional test script development section, the standard test scripts provided by S&S are not meant to be exhaustive for either functional or integration testing, and new test scripts may need to be created based on City's preference and custom and City-specific functionality.

S&S will provide support and advice for developing test scripts. City will provide the test scripts to S&S for review, but S&S is not responsible for their accuracy and S&S approval is not required.

The detailed testing schedule will be finalized from the proposed schedule in the Integration Test Plan.

#### S&S Responsibilities

Offer guidance and support in developing Integration Test Scripts.

#### City Responsibilities

Create Integration Test Scripts.

#### Entry Criteria

Creation of the Functional Test Scripts.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Completed Integration Test Scripts.

## 2.4 BUILD PHASE

### 2.4.1 ACTIVITY – DEVELOP INITIAL CONFIGURATION

#### Description

The purpose of this activity is to enter configuration settings into, and perform initial configuration testing of, the S&S Total Solution (with the exception of the enQuesta Analytics environment, since “configuration” of this environment is represented in the ad-hoc report development section). Configuration will be driven by decisions documented during the Business Process Analysis and Data Mapping workshops. Baseline configuration for enQuesta standard workflows will be loaded into the enQuesta Production environment as a starter kit to make this activity more efficient.

The initial configuration of the S&S Total Solution will be developed in conjunction with City. S&S will lead and manage the configuration activities, with participation and support by City functional and technical teams. Configurations will be developed hand in hand with City to facilitate knowledge transfer. Specifically, City will be responsible for creating and maintaining billing rates, customer letters, system security and GL codes, as these are the areas that require the most ongoing maintenance. S&S will configure other, more static settings. Note that there are some parts of configuration that are finalized in subsequent activities of the project: security, automated batch processing (Job Scheduler), letters, etc.

The configuration settings will be confirmed by a combination of inspection and use of the S&S Total Solution.

#### S&S Responsibilities

Configuration of enQuesta tables.

Instruct City on configuring billing rates, customer letters, system security and GL codes tables (during Core Team training and ad-hoc one-on-one sessions).

#### City Responsibilities

Configuration of billing rates, customer letters, system security and GL codes tables.

#### Entry Criteria

Installation of the enQuesta Production environment.

Completion of the Business Process Analysis workshops.

Approval of the Business Process Analysis documents.

Completion of the Data Mapping document.

#### Deliverables

Please see Appendix B Project Deliverables.

#### Completion Criteria

Completion of the initial configuration in City's production environment.

---

### 2.4.2 ACTIVITY – EXECUTE CONVERSION TESTS

#### Description

S&S will execute at least three conversions prior to Simulation. The first conversion may or may not include history or other complex items given the state of the legacy data extraction process at the time the first conversion is needed. It is used to build and test the legacy data extract and conversion process through the reconciliation activities. The second and third conversion are for Functional and Integration testing, respectively, and should include all data elements that are relevant and necessary for Go-Live.

As described above, City is responsible for the data extraction and cleansing process. S&S will import the extract CSVs to the staging tables and execute a conversion from the staging tables to the target enQuesta system. At each conversion iteration, S&S will provide City a package of reports that includes data elements that need review or failed to be converted. In addition, counts of converted data elements are provided and used to balance the conversion data with the counts from the legacy data extract. The count statistics will be entered into a Conversion Reconciliation spread sheet and provided to City to enter the legacy data count statistics. It is a joint S&S and City responsibility to balance each conversion using the statistics in the Conversion Reconciliation spread sheet.

Balancing activities include verifying legacy counts match enQuesta counts, researching and documenting the reasons for any differences and devising a plan for any items requiring post conversion actions. See appendix N for in scope reconciliation/balancing categories. Any balancing categories requested outside of those on this list are out of scope for this project and will need to be added via the change order process.

In addition to the high level data balancing and reconciliation of counts and statistics, City will perform account-by-account data validation for each conversion iteration using an established set of representative accounts from the Legacy System.

S&S will conduct a bill parallel, or automated bill-to-bill comparison, for a given set of cycles for each conversion iteration. S&S will present the results and work with City to determine an action plan for rate configuration, software defect resolution and data cleansing items to resolve any billing differences between the legacy and enQuesta system.



### S&S Responsibilities

Load legacy data extract CSVs into staging tables.

Convert data from staging tables to enQuesta target system.

Provide Conversion Reconciliation template and staging table and enQuesta target system statistics for each conversion iteration.

Provide bill parallel results.

Work with City to determine bill parallel action plan.

Work with City to reconcile the Conversion Reconciliation spread sheet.

### City Responsibilities

Extract data to CSVs (whose format mirrors the staging table format).

Cleanse data in Legacy System when necessary.

Provide legacy data statistics for conversion reconciliation template for each conversion iteration.

Work with S&S to determine bill parallel action plan.

Work with S&S to reconcile the Conversion Reconciliation spread sheet.

### Entry Criteria

Acceptance of the Data Conversion Plan and Data Mapping Specifications Document.

Legacy data extraction process and S&S conversion programming complete.

### Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

### Completion Criteria

Legacy data extracted to staging tables and converted to enQuesta target system.

Conversion balanced using Conversion Reconciliation spread sheet.

---

## 2.4.3 ACTIVITY – DEVELOP INTERFACE PROGRAMS

### Description

The purpose of this activity is to code and unit test Interface Programs. The Interface Programs will be based upon specifications defined in the Business Requirements Documents (BRDs).

The deliverable will be the completed code for each Interface Object (Programs that require data interchanges with third party applications).

S&S will unit test and resolve any incidents that pertain to the S&S side of Interfaces.

City will coordinate and manage all 3<sup>rd</sup> party vendor involvement including contracting for required changes, obtaining required resources and scheduling per project schedule in order to meet established project timelines.

City will develop, unit test and resolve any incidents that pertain to the City side of Interfaces.

City will test and resolve all incidents that pertain to third party interfaces.

City will test Interfaces during Integration and User Acceptance Testing (UAT).

#### S&S Responsibilities

Develop, unit test and deliver code for the S&S side each Interface identified in the Interface Pricing Detail section of this Scope of Work.

#### City Responsibilities

Test third party interfaces.

Develop, unit test and resolve any incidents that pertain to the City side of Interfaces.

#### Entry Criteria

Completion of specifications for Interfaces (BRDs).

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Operational interface programming for the S&S side of each Interface identified in the Interface Pricing Detail section of this Scope of Work.

---

### 2.4.4 ACTIVITY – DEVELOP MODIFIED OBJECTS

#### Description

The purpose of this activity is to develop and unit test all Modifications to the S&S Total Solution to satisfy the functions specified in the final approved Business Process Analysis documents, Business Requirements Documents (BRD's) and Functional Specifications.

S&S will develop the Modified Objects. These Modified Objects will be built as defined in City approved BRD specifications.

All modified objects will be moved to the core S&S Total Solution and therefore all modifications roll forward in all future upgrades.

City will test Modifications in Integration and User Acceptance Testing (UAT).

#### S&S Responsibilities

Develop and deliver code for each Modification identified in the Modification Pricing Detail section of this Scope of Work.

#### City Responsibilities

N/A.

#### Entry Criteria

Completion of specifications for Interfaces (BRDs).

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

All Operational modification programming for each modification identified in the Modification Pricing Detail section of this Scope of Work.

---

### 2.4.5 ACTIVITY – DEVELOP REPORTS

#### Description

The purpose of this activity is to develop and unit test the ad-hoc reports for which City and S&S is responsible for writing.

The deliverable is the completed code delivered to the ad-hoc reporting portal.

S&S will provide updated Report Specifications as needed to support the maintenance of reports in the future for the reports for which S&S is responsible.

City will provide updated Report Specifications as needed to support the maintenance of reports in the future for the reports for which City is responsible.

#### S&S Responsibilities

S&S will develop, unit test and deliver the reports for which S&S is responsible.

#### City Responsibilities

City will develop, unit test and deliver the reports for which City is responsible.

#### Entry Criteria

Approval of Report Specifications.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Delivery of ad-hoc reports for which S&S is responsible as defined in the Master Report Catalog and this SOW.

---

## 2.4.6 ACTIVITY – DESIGN AND CONFIGURE APPLICATION SECURITY

### Description

The purpose of this activity is to train City to configure enQuesta system security for the Production environment.

There are two main parts to establishing enQuesta system security:

- establish the appropriate groups (which drive the access rights to enQuesta system workflows and programs)
- associate the City users to each group

Two spreadsheets will be used to manage the group and user configuration. The Security Profile Log defines the properties and access rights for each group, and the User (Training) Matrix defines all enQuesta users and their group(s) for each enQuesta user, among other key operator configuration. S&S will review and instruct City on how to use these spreadsheets.

City is responsible for establishing the groups, and their associated workflow/program access rights, in the Security Profile Log.

After the Security Profile Log is complete with City-specific groups, S&S will conduct enQuesta security training to enable City to configure their groups, and associate users to each group, in the enQuesta Production system. Groups can be configured and updated by importing the Security Profile Log spreadsheet into the enQuesta system. Associating users to groups in the enQuesta system is a manual configuration task.

The enQuesta security training is separate from Core Team and End User training. Both the enQuesta security training and the configuration of the enQuesta security groups and users must be completed before the start of Simulation.

### S&S Responsibilities

Conduct enQuesta security work shop and training.

Provide templates for Security Profile Log and User (Training) Matrix.

### City Responsibilities

Complete and maintain the Security Profile Log and User (Training) Matrix.

Configure enQuesta system security for all groups and users in the enQuesta Production system.

### Entry Criteria

Business Process Analysis (BPA) documentation.

### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

### Completion Criteria

City-specific groups and users are configured in the enQuesta Production system.

---

#### 2.4.7 ACTIVITY – EXECUTE FUNCTIONAL TESTING SCRIPTS

##### Description

City will lead the execution of the Functional Testing Scripts using the Functional Test Plan as a guide. The pass / fail of each Test Script will be logged and managed by City in SpiraTest, an online test management tool. Issues will be clearly documented and triaged by a City SME first, before being submitted to the appropriate S&S Project team member. Each issue will be logged and priority given to it based on mutual agreement by both parties. Issues are submitted and managed via SpiraTest so that they are associated to the proper Test Script(s).

Issues will resolve into the following: training, unable to recreate, configuration, data conversion, out of scope or software defect. Software defects will be worked by S&S development and fixes are deployed in controlled code deployments during Functional Testing on a schedule or as needed mutually agreed to by S&S and City.

Functional testing will occur in the Train environment by City. S&S will stage code fix deployments internally and then in Test for S&S verification before deploying to Train for City re-testing and verification. Code fix deployments will be delivered to the Production environment once tested and verified in Train.

##### S&S Responsibilities

Assist in logging and categorizing issues.

Resolve software defects, configuration and conversion issues and deploy fixes as per Completion Criteria below.

##### City Responsibilities

Execute Functional Test Scripts in SpiraTest.

Log and triage issues before submitting to S&S.

Re-test defects, configuration and conversion issues.

##### Entry Criteria

Train and Test environments deployed.

Creation of Functional Test Scripts by City.

Creation of Functional Test Schedule by City.

Initial Configuration complete.

Test Conversion in place in Train and Test.

##### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

## Completion Criteria

All Functional Testing Scripts Executed.

S&S will correct all Priority 0 and Priority 1 defects and City will confirm the associated test cases have been successful re-tested prior to the start of the Integration Testing, unless otherwise mutually agreed to by S&S and City.

---

### 2.4.8 ACTIVITY – EXECUTE INTEGRATION TESTING

#### Description

City will lead the execution of the Integration Testing Scripts using the Integration Test Plan as a guide. The pass / fail of each Test Script will be logged and managed by City in SpiraTest, an online test management tool. Issues will be clearly documented and triaged by a City SME first, before being submitted to the appropriate S&S Project team member. Each issue will be logged and priority given to it based on mutual agreement by both parties. Issues are submitted and managed via SpiraTest so that they are associated to the proper Test Script(s).

Issues will resolve into the following: training, unable to recreate, configuration, data conversion, out of scope or a software defect. Software defects will be worked by S&S development and fixes are deployed in controlled code deployments during Functional Testing on a schedule or as needed mutually agreed to by S&S and City.

Integration testing will occur in the Train environment by City. S&S will stage code fix deployments internally and then in Test for S&S verification first before deploying to Train for City re-testing and verification. Code fix deployments will be delivered to the Production environment once tested and verified in Train.

In addition to the Test Scripts executed in the Functional Testing activity, Integration Testing includes testing for:

- modifications defined in scope and documented in approved Business Requirements Documents (BRDs).
- interfaces defined in scope and documented in approved Business Requirements Documents (BRDs).
- ad-hoc Reports defined in Master Report Catalog and Report Specifications.
- automated batch processing (Job Scheduler).
- portals.

For the testing of Interfaces, City and S&S are mutually responsible for providing data from interfacing applications in a format required for testing.

#### S&S Responsibilities

Assist in logging and categorizing issues.

Resolve software defects, configuration and conversion issues and deploy fixes as per Completion Criteria below.

#### City Responsibilities

Execute Integration Test Scripts in SpiraTest.

Log and triage issues before submitting to S&S.

Re-test defects, configuration and conversion issues.

#### Entry Criteria

Modified objects, Interfaces, reports and portals deployed to Test and Train.

Creation of Integration Test Scripts by City.

Creation of Integration Test Schedule by City.

Configuration re-work as a result from Functional Testing complete.

Test Conversion in place in Train and Test.

No open Priority 0 or Priority 1 issues from Functional Testing unless City and S&S mutually agree to proceed.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Source and object code for modified objects, Interfaces, and reports have been delivered and approved by City, and Integration Test Scripts have been executed. No open Priority 0 or Priority 1 defects unless City and S&S mutually agree to proceed.

## 2.5 ACTIVATE PHASE

### 2.5.1 ACTIVITY – PREPARATION FOR SIMULATION

#### Description

The purpose of Simulation is twofold:

- a Mock Go-live cutover from the Legacy System to the S&S Total Solution will be executed, which will include:
  - the legacy data extract and conversion is completed over a weekend to practice the conversion tasks in the time window allotted for Go-live.
  - conversion balancing, the bill parallel and manual entry of any data needed to complete the conversion process is practiced in the time window allotted for Go-live.
- User Acceptance Testing (UAT) will be completed in the weeks following the Mock Go-live cutover. UAT:

- includes testing of the enQuesta production system according to a test plan devised by City. The UAT test plan typically comprises “Day in the Life” enQuesta workflows in that for a set period of time City will run the daily utility processes (e.g., enter cash, readings, bill cycles, calculate reminder notices, enter adjustments, etc.) in the enQuesta Production system each day until all of the agreed business critical workflows, modifications, interfaces, reports and portals have been tested. The UAT schedule can mirror daily business operations, but it is not meant to be a parallel test where all transactions in the Legacy System are also entered into the enQuesta Production system. Daily Legacy data transactions can be set aside to be input into the enQuesta Production system, however it should be sample size data, as opposed to an effort to keep both systems synchronized with all transactions.
- typically lasts for two (2) to four weeks (4), or for a mutually agreed upon duration defined in the Project Schedule.

S&S and City will jointly create a Mock go-live cutover schedule. City is responsible for creating the UAT schedule.

The Mock go-live cutover schedule will include:

- a checklist that includes for each task the timing, schedule, and role responsible. All roles and responsibilities and the resources assigned to those roles will be defined along with individual contact information.
- built in Go / No Go decision points, and City and S&S staff members who are responsible for participating in each of the decisions.
- third party vendor tasks and contact information. Note that City is responsible for organizing third party vendors to support activities that will include hours outside of normal business hours.
- requirements and procedures for rolling back to the Legacy System in the event that the Go-live is unsuccessful.

The UAT schedule will include:

- the enQuesta workflows, modifications, interfaces, reports and portals that need to be executed on a daily basis.
- any system balancing activities that need to be executed on a daily basis.
- user assignments and timeframes for all activities.
- issue triage procedures with issues being addressed by City staff first before sending to S&S.

#### S&S Responsibilities



Create Mock Go-live cutover schedule with City.

Assist City with UAT schedule.

#### City Responsibilities

Create Mock Go-live cutover schedule with S&S.

Create UAT schedule.

Schedule conference room(s) that can accommodate City Mock go-live cutover and UAT staff activities.

Schedule conference room for S&S Project team. See assumption in section 4.1 for additional details.

Schedule internal staff and third party vendors to participate in Mock Go-live cutover and UAT (according to the schedules).

#### Entry Criteria

Successful Completion of Integration Testing.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Mock Go-live cutover and UAT schedule completed.

---

### 2.5.2 ACTIVITY – EXECUTION OF SIMULATION

#### Description

S&S will execute the Mock Go-live cutover onsite at the City business/operations location over the weekend identified in the Project Schedule. Balancing, reconciliation, manual data entry tasks and smoke testing will occur as part of the Mock Go-live cutover schedule. A Go / No Go for Go-live decision will be emulated as well.

Starting the first week after the Mock Go-live cutover, City will commence UAT, which will last for the duration specified in the UAT and Project Schedule. Typically the duration is two (2) to four (4) weeks. S&S will be onsite to support at least two (2) weeks. Daily meetings will be held between S&S and City Project teams to assess progress and make adjustments to the schedule as needed.

As the Mock Go-live cutover progresses and eventually completes, updates will be made to the Mock go-live cutover schedule. This updated document will become the draft Go-live cutover schedule.

#### S&S Responsibilities

Execute assigned tasks Mock Go-live cutover.

Update Mock Go-live cutover schedule based on results.

Support City UAT.

Triage and log issues reported during UAT.

#### City Responsibilities

Execute assigned tasks Mock Go-live cutover.

Execute UAT.

Triage and provide first line of support for UAT issues.

Provide conference room(s) that can accommodate City Mock go-live cutover and UAT staff activities.

Provide conference room for S&S Project team. See assumption in section 4.1 for additional details.

Schedule internal staff and third party vendors to participate in Mock Go-live cutover and UAT (according to the schedules).

#### Entry Criteria

Mock Go-live cutover and UAT schedule completed.

Security configuration complete.

Resources and conference rooms scheduled as per the Mock Go-live cutover and UAT schedules.

Access to City business/operations location is secured for S&S staff during normal, and outside, business hours.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Successful execution of Mock Go-live cutover and UAT.

---

### 2.5.3 ACTIVITY – DELIVER TRAIN THE TRAINER TRAINING

#### Description

This activity addresses the execution of the Train the Trainer training activities as defined in the approved Training Plan. S&S will deliver the Train the Trainer training to prepare City to deliver End User training.

Train the Trainer training will consist of two weeks of classroom training (8 business days), which will be delivered by S&S personnel.

Train the Trainer training is aimed at instructing City training resources on how to deliver classes to end users effectively using the S&S Total Solution software, training exercises and materials provided by S&S. The City Train the Trainer resources must have attended Core Team training and be comfortable with the S&S Base Solution. The Train the Trainer training focuses on the fundamentals of delivering a successful training course versus in depth workflow instruction.

City will provide a training room with a sufficient number of desktops to support the training activities for one S&S trainer and City training resources. Training materials will be provided in PDF softcopy. City has the right to use the training materials for all users for internal purposes. S&S does not customize the standard training materials for City-specific workflows.

#### S&S Responsibilities

Prepare and deliver Train the Trainer training onsite at City location.

Deliver standard training materials.

#### City Responsibilities

Provide a training room with properly configured work stations (see Training Plan) that can accommodate both S&S and City staff. See assumption in section 4.1 for additional details.

Schedule resources to attend training.

City Train the Trainer resources will train all City end users.

#### Entry Criteria

Training Invitations issued to Train the Trainer attendees.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

All scheduled Train the Trainer resources have been trained or City has approved their election to not attend scheduled session(s).

---

### 2.5.4 ACTIVITY – PERFORMANCE TESTING

#### Description

The purpose of this activity is to generate activity on the enQuesta Production environment to ensure adequate performance in executing business critical workflows and batch processes. Activity can be generated manually or with automated tools to simulate the expected daily load on the S&S Total Solution. The expected daily load should include individual transactions (e.g., navigating accounts in inquiry), batch processes (e.g., billing a set of cycles) and running reports.

City will create a Performance Test schedule to specify timeframes and assigned resources for the daily load activities.

The Performance Test is typically executed during UAT.

#### S&S Responsibilities

Monitor application, database, hardware and network performance associated with enQuesta Production.

Consult with City regarding tunings needed to optimize performance for application, database, hardware or network.

#### City Responsibilities

Create Performance Test plan.

Execute Performance Test plan.

Monitor application, database, hardware and network performance associated with enQuesta Production.

Perform application, database, hardware or network tunings needed to optimize performance.

#### Entry Criteria

Integration Testing is complete.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

Mutually agreed-to performance tunings made.

---

### 2.5.5 ACTIVITY – PREPARATION FOR GO-LIVE CUTOVER

#### Description

The purpose of this activity is to plan for the initiation of the use of the S&S Total Solution in day-to-day operations of City and for the cessation of use of the current Legacy System.

A Go-live cutover schedule will be created, which will include:

- the Go-live cutover tasks to be executed over Go-live weekend.
- a checklist that includes for each task the timing, schedule, and role responsible. All roles and responsibilities and the resources assigned to those roles will be defined along with individual contact information.
- built in Go / No Go decision points, and City and S&S staff members who are responsible for participating in each of the decisions.
- third party vendor tasks and contact information. Note that City is responsible for organizing third party vendors to support activities that will include hours outside of normal business hours.

- requirements and procedures for rolling back to the Legacy System in the event that the Go-live is unsuccessful.
- the targeted schedule for business operations to be performed in enQuesta at least for the first two (2) weeks, including weekends, e.g., when to send out the first bills from enQuesta (after a bill print review) and generally what each functional area would like to accomplish the first two weeks in order to satisfy business operational requirements.
  - Collection notices and/or disconnects are suspended during Go-live and for a period of time after Go-live (typically 2-4 weeks and outlined in this Go-live plan, the duration is generally driven by the client) to ensure all processes are running as expected and allow both City and its customer to adjust to the new S&S Total Solution.
- issue triage procedures with issues being addressed by City staff first before sending to S&S.

A Project Close document will be created jointly by S&S and City that will detail the issues that need to be resolved for Project close. This document, also referred to as a Punch List, will contain the agreed upon priority 0 and 1 defects that need to be resolved before a) go-live and b) project close (end of post go-live). Remaining in scope deliverables that need to be implemented or issues that need to be resolved will also be added to this document.

Issues and defects reported after go-live will be addressed and resolved according to their priority under maintenance and support guidelines and cannot be added to the Project Close document.

#### S&S Responsibilities

Create Go-live cutover schedule.

Work with City to create Project Close document.

#### City Responsibilities

Assist with creation of Go-live cutover schedule.

Work with S&S to create Project Close document.

Schedule conference room(s) that can accommodate City Go-live staff activities.

Schedule conference room for S&S Project team. See assumption in section 4.1 for additional details.

Schedule internal staff and third party vendors to participate Go-live activities (according to the schedules), especially where tasks outside of normal business hours are required.

#### Entry Criteria

Mock Go-live cutover and UAT complete.

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

## Completion Criteria

Go-live cutover schedule is complete.

Project Close document is complete.

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### 2.5.6 ACTIVITY – EXECUTION OF GO-LIVE CUTOVER

#### Description

The purpose of this activity is to initiate use of the S&S Total Solution in day-to-day operations of City and to cease use of the current Legacy System.

The Go-live conversion and tasks included in the Go-live cutover schedule will be implemented, executed and completed by both City and S&S, as assigned in the Go-live schedule, including each of the Go / No Go decision points.

During this activity, all components of the S&S Total Solution will be migrated to the Production Environment supported by the agreed upon tools and procedures. Network and other environment settings will be updated to activate communication between various Production environments.

The Legacy System will cease to be used for day-to-day operations but may continue to operate for reference or research purposes as deemed necessary by City. The ongoing support and maintenance of the Legacy System will continue to be the responsibility of City following Go-live.

S&S will be onsite to support Go-live activities for at least two (2) weeks.

#### S&S Responsibilities

Execute tasks according to Go-live cutover schedule.

Triage and log issues reported during Go-live.

#### City Responsibilities

Execute tasks according to Go-live cutover schedule.

Triage and provide first line of support for end user issues.

Provide conference room(s) that can accommodate City Go-live staff activities.

Provide conference room for S&S Project team. See assumption in section 4.1 for additional details.

Schedule internal staff and third party vendors to participate Go-live activities (according to the schedules), especially where tasks outside of normal business hours are required.

#### Entry Criteria

Completion of End User Training.

Completion of Go-live cutover schedule.

Completion of Performance Testing.

Agreed upon priority 0 and 1 defects listed as required for go-live in the Project Close document are resolved.

### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

### Completion Criteria

Deliverable acceptance form authorizing Go-Live is reviewed and approved by City Project Manager.

The Go-Live cutover has been completed successfully. The S&S Total Solution is in use in day-to-day operations. All components of the S&S Total Solution, related third party applications, and related application databases are migrated to the Production Environment.

---

## 2.5.7 ACTIVITY – POST-GO-LIVE SUPPORT

### Description

The purpose of this activity is for S&S to assist City in the resolution of all functional and technical issues, concerns, and errors, jointly referred to as “issues” or “defects”, related to the operations of the S&S Total Solution.

S&S shall provide three (3) calendar months of support following the Go-Live date.

City will provide the first line of support to End Users and attempt to resolve issues using the training materials, S&S Total Solution documentation, and the design documents. Issues related to the S&S Total Solution that cannot be resolved will be escalated to S&S for support along with the detailed information required for S&S to troubleshoot.

The ongoing production operation for the S&S Total Solution will be the responsibility of City following the Go-Live date with the support of S&S. S&S will correct or offer solutions for all defects associated with S&S delivered configuration, enhancements, interfaces, scripts, cases and portals, reported by City during the initial three (3) months of production system operation, excluding baseline defects. S&S is not responsible for defects associated with S&S delivered configuration, enhancements, interfaces, scripts, cases and portals that have been changed by City without S&S’s written approval.

During this period, S&S and City will provide a monthly assessment report of the operations and issues of the S&S Total Solution, including progress on the items identified in the Project Close document.

Issues and defects reported during post go-live will be addressed and resolved according to their priority under maintenance and support guidelines and cannot be added to the Project Close document.

### S&S Responsibilities

Support Post Go-live activities.

Assist in logging and categorizing issues.

Resolve issues identified in the Project Close document.

Work with City to create monthly assessment reports.

#### City Responsibilities

Operation of the S&S Total Solution.

Log and triage issues before submitting to S&S.

Re-test defects, configuration and conversion issues.

Resolve issues identified in the Project Close document.

Work with S&S to create monthly assessment reports.

#### Entry Criteria

Go-Live

#### Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

#### Completion Criteria

All post go-live monthly assessment reports submitted.

Agreed upon priority 0 and 1 defects, and any remaining issues listed as required for post go-live in the Project Close document are resolved.



### 3 PROGRAM PRICING BY PROJECT AND PHASE

#### 3.1 PRICE FOR PROJECT

See Software Implementation Services Agreement – Schedule “B” – Fee Structure & Payment Schedule.

##### 3.1.1 SOFTWARE MODIFICATION DETAIL

Modifications are listed within RFP Response S&S provided to City (see Section D. Cost Proposal). Many of these can be taken care of through small changes to business processes, or require further discussion to properly price. The cost was determined based on S&S’s interpretation of the associated requirements. It is expected that these modifications will be more thoroughly reviewed as part of the Discovery and Business Process Analysis phases of this Project. A Change Order will be required if it is determined that the detailed requirements are collectively more complex to implement than was believed with the original interpretation.

##### 3.1.2 INTERFACE DETAIL

The following interfaces have been scoped and included as part of the project deliverables. Any work or changes needed to the 3<sup>rd</sup> party system (a system that is currently in place and enQuesta will be integrating to) or a City network or hardware component is the responsibility of City or that 3<sup>rd</sup> party system vendor via City.

Interface Name	Vendor	Source	Target	Method of Data Transfer	Scope Notes
Accela: Permitting System	Accela	Permits, Customer Info, Meter Installation Info (Guidesheet Info)	Account Info	Target: flat files  Source: database read	
CityWorks: Water Work Order System	CityWorks	Work Order Info, Water Meter Info (new, replacement, etc.)	SRs needing WOs, Water Meter Info (new, replacement, etc.)	2 way exchange of data with new system and with vendor mobile app	New –Plus additional info needed for vendor mobile app
FCS by ITRON (COSSQL/FCS): Water Meter Readings	ITRON	Water Meter Readings	Water Meter Routes	2 way XML files	
N_sight by Neptune : Water Meter Readings	Neptune	Water Meter Readings	Water Meter Routes	2 way flat/XML files	

Interface Name	Vendor	Source	Target	Method of Data Transfer	Scope Notes
WeighMaster	ISI	Scalehouse Charges (Misc), Charge Description	-	1 way flat files (misc. charges, address updates), also database read (charge description)	
Linko	Linko	Sewer Charges	-	database read and/or flat files	
New SWC System (Rubicon)	Rubicon	Extra Refuse Charges	Changes in Refuse Services, Address updates, Responsible Party, Routes	2 way exchange of data	New
Ebill Customer Web Portal (Alternately would consider web component by Firm)	In-House	Web Payments & Status, New Web Access Requests, Paperless or Paper Requests, Senior Disabled Request, ACH (Web Recurring) Requests	Daily Acct Info (latest balance, payment, etc), PDFs of Bills, 24 months of PDF Bills for newly approved web service, Status of Senior Disabled Credit request, Status of ACH (Web Recurring)	database read/write, also 1 way flat files (for PDF bills)	
iNovah : Payments Over the Counter	System Innovators	Daily Payments File, "Pending" Payments, Excel Spreadsheet of Bills	PDFs of Bills, Excel Spreadsheet of Bills	2 way flat files, also database read for "Pending" payments, & Excel Files	
Remittance Payment : Payments Batch Check Processing (County)	Spokane County	Daily Payments File		1 way flat files	

Interface Name	Vendor	Source	Target	Method of Data Transfer	Scope Notes
Customer-Initiated ACH	US Bank		Weekly ACH File	1 way flat files	
US Bank EPAY, WEBPAY, and IVR: Online & Phone Payments	US Bank	Daily Payments File	All Account Balances to IVR, Web Recurring Payment Just Before Due Date	2 way flat files	
Ubill IVR: In-house IVR	Cisco		Account's Total Due, Last Reading, Usage, etc.	database read	
Satori & Pitney Bowes: Mailroom address verification system	Pitney & Bowes	Corrected Mailing Addresses	PDFs of Bills, Final Notices, List of Addresses	2 way flat files	
FMSII: Financial System	Mitchell Humphrey & Co.	-	Daily GL File	1 way flat files	
XC2 : Water Backflow software	XC2 Software (SwiftComply)	Customer info to see for matching	Address, ownership, contact info updates	database read (cust info), 1 way flat files (address updates)	New
Water DB (COSWATER): via Direct Read	in-House (SQL)	Curb and ARB Locations for Collection Orders		database read	
GIS Database (COSGISSQL): via Direct Read	in-House (SQL)	Curb and ARB Locations for Collection Orders, Parcel Info, Senior/Disabled Tax Exempt Status		database read	
Archive Oracle DB (ACSA): Historical Data	In-house	Financial Transaction and Bill Histories		database read	

Interface Name	Vendor	Source	Target	Method of Data Transfer	Scope Notes
SSRS: Sequel Server Reporting Studio		Custom reports	data needed for Reports	database read	
OnBase (Version 17): Document Imaging System	Hyland Software	Bill and Check Images (from County and Fairfax), Collection Paperwork?		1 way search and retrieval of image files	
(CRM): Customer Relationship Management	Incapsulate (SalesForce partner)			2 way exchange of data	

### 3.1.3 CHANGE ORDER RATES

Additional services will be made available at the rates listed in the table below for approved Change Orders (as defined in the Software Implementation Services Agreement). S&S will hold these rates effective for the duration of this Scope of Work.

Resource		Resource	Hourly
#	Title	Role Description	Rate
1	For All Resources	SOW Blended Rate	\$175

### 3.1.4 PAYMENT MILESTONES

Please refer to Software Implementation Services Agreement – Schedule “B” – Fee Structure & Payment Schedule.

## 4 PROJECT ASSUMPTIONS

Certain assumptions were made when determining the level of effort required to perform the services included in this Scope of Work. These assumptions fall into the areas described below.

### 4.1 GENERAL

- City recognizes that competing internal initiatives may be a risk and a challenge to the Project Team and the implementation. City will be responsible for ensuring that the appropriate actions

are taken to avoid any impact to the Project Schedule, staffing, and costs due to any competing projects.

- Go-Live is projected to occur 12 months after project initiation (Go-live would occur at the end of month-12). In the event that City extends the Project dates for their own purpose, or requests work beyond the scope as specified in this Scope of Work, S&S may request a Change Order to add costs in accordance with the Software Implementation Services Agreement and this Scope of Work.
- Two conference rooms need to be established for the Project:
  - Conference room for joint City and S&S meetings and workshop. This conference room must be large enough to accommodate both S&S and City Project teams.
  - Conference room for S&S Project team. S&S requires a conference room for internal S&S meetings and daily work for the duration of the project.

Both conference rooms must have power sources, high-speed wireless internet connection, a telephone, a whiteboard, and a networked printer that S&S staff can access. The joint conference room must have a projector.

## 4.2 PROJECT STRUCTURE

- City will have a Project Manager to oversee all components of this Project. S&S will also have a Project Manager assigned.
- The City Project Manager will have the assistance of the City Core Team throughout the life of the Project. The City Core Team will have members from all functional areas and will help with the coordination of their respective area of expertise. The City Core Team will be involved in decision making for the Project.
- City will have a Steering Committee that will be comprised of key City executives and Project stakeholders. The City Project Manager and the S&S Project Manager will present a joint report to the Steering Committee regarding the status of the Project.
- S&S's Executive Sponsor will participate in Steering Committee meetings via conference call unless both City and S&S agree to an alternative arrangement.

## 4.3 STAFFING

- S&S has proposed a plan that generally does not require weekend work or overtime to complete this Project; however, both City and S&S acknowledge that modest amounts of overtime work may be required at critical points to maintain the Project Schedule. It is expected that Simulation and Go-Live will require weekend work.
- City will staff the Project with qualified resources that are familiar with City's business processes and practices. These resources must possess the necessary competencies, capabilities, and dedication to complete project activities accurately and on time.
- City will empower the Core Team to make decisions related to configuration and business processes, recognizing that as the solution is tested, adjustments to the solution set-up may be required.
- It is expected that S&S staff will be on-site periodically for the Project duration. S&S's typical travel schedule will enable each S&S staff member to be on-site at the City location Monday afternoons by 2:00 PM EST and remain locally through Thursday. During high activity phases of

the project, on-site presence may include after hours, all day Monday, all day Friday, and some weekends. City will ensure that the S&S staff will have access to their working environments during these off-times.

- Go-Live Support work will be performed by a combination of on-site and off-site personnel as deemed appropriate by the Project Management team. City will provide remote access for S&S staff members working off-site as needed.
- City will notify S&S of any third-party engagements brought on by City that could impact or compete with resources for this Project.
- S&S will consider any third parties engaged by City to support aspects of the Project to be part of City's team.

#### 4.4 PROJECT MANAGEMENT

- S&S is responsible for managing the Project along with the City Project Manager. S&S has been retained to lead City through the implementation process based on their experience and this Scope of Work.
- S&S is responsible for maintaining the Project Schedule. S&S will directly update the Schedule for all S&S resources/tasks. The City Project Manager will update the S&S Project Manager on any City tasks, which will allow the S&S Project Manager to update the Schedule. All Project documents will be maintained in electronic versions. All final version documents will be clearly marked as the "Final" version.

#### 4.5 TECHNOLOGY

- The responsibility for the deployment of City approved code updates belongs to S&S through Go-Live.

## APPENDIX A – DEFINITIONS

Throughout this Scope of Work, the following words and expressions shall have the definitions set forth below. Terms that are not expressly defined below or elsewhere in this Scope of Work shall have the meanings ascribed to them in the Software Implementation Service Agreement.

Term	Definition
Batch Processes (Job Scheduler)	Consists of enQuesta batch processes that can be driven by Job Scheduler, specifically: Billing Processes (meter reading, billing validation, pre-billing exception process, calculation, e-bill calculation, bill printing), Back Office Processes (general ledger, trial balance) and Collection Processes (notices, delinquencies, penalties, credit fund transfers, installments or promise to pay, shut-offs).
Bill Parallel	Process of comparing bills generated from the Legacy system and the new S&S system to compare mass volumes of rates and charges.
Change Order process	The process used throughout the Project for requesting, reviewing, scoping and approving changes in the Scope of Work.
Code Deployment	Any object or code delivered from S&S to the Customer environment, or code moved from one Customer environment to another.
Configuration	Process of performing table updates and algorithm changes to the system in order to have the system perform such that the Customer's specific user requirements are met. Configuration does not require programmatic software changes.
Core Team	The Core Team consists of part and full time functional and technical resources identified by the Customer for this Project.
Data Mapping	The process of assigning legacy system data elements to target system data elements.
Deliverable	Project component that can be a tangible or intangible and is produced or provided as part of the project to support the completion of the Project.
Functional Test	Functional Testing entails testing individual enQuesta workflows to ensure each workflow functions as designed with specific configuration and conversion data. Each workflow is tested independently before testing in the context and sequencing of the Customer's defined work schedule.
Interface	Passing of data between two separate and distinct systems.

Term	Definition
Integration Test	Integration testing entails testing enQuesta workflows, modifications and interfaces with multi-step processes, from start to finish in the context and sequencing of the Customer's defined work schedule. This testing will take place with Customer specific configuration and conversion data.
Legacy system	Reference to the current Customer system that is being replaced.
Modification or Modified Object	Custom code that is inserted into the standard enQuesta code. All modifications developed for the Customer will be rolled into the base. In this document Modified Object is used as a synonym for Modification.
Priority 0 (Showstopper)	<p>A reported issue is only considered a Showstopper when the utility cannot continue with their daily processes until the issue is resolved. There is no work around.</p> <ul style="list-style-type: none"> <li>• Daily Process has been halted by a critical error</li> <li>• Application and/or Database Server is down</li> <li>• Webconnect is down</li> <li>• enQuesta Reporting Center (ERC) is down</li> <li>• Job Scheduler Failures</li> </ul>
Priority 1 (High)	<p>Business critical issue, but not preventing all users from getting their work done. A work around exists to continue with daily processes.</p> <ul style="list-style-type: none"> <li>• Discrepancy in collections run sheet</li> <li>• Processing credit refunds</li> <li>• HandHeld Upload/Download</li> <li>• Deposits</li> <li>• System errors that have workarounds</li> <li>• Calculation errors impacting a small number of records</li> </ul>
Priority 2 (Medium)	<p>The issue has a work around that can be used until the issue is resolved.</p> <ul style="list-style-type: none"> <li>• A particular work order cannot be updated</li> <li>• Document Designer template changes</li> <li>• Work Queues</li> </ul>
Priority 3 (Low)	The issue is cosmetic or requested functionality that will be considered for a future version. (Ex. Columns displayed on a particular screen.)
S&S Total Solution	The term used to describe the entirety of the system being delivered by S&S, including the S&S Base solution (four enQuesta environments) and also supporting



Term	Definition
	software that is in scope, such as Capricorn Customer Self-service portal, enQuesta Analytics, Mobile Workforce Management (enQuestalink).
S&S Base Solution	The term used to describe the enQuesta Production, Conversion, Train and test environments.
Test Conversion – Partial	A Test Conversion Partial refers to an extract and conversion of a subset of the legacy data, such as converting customer accounts and metered/billed services, but not associated history or financial information (e.g., AR, deposits and Write-offs). This is used or planned for in the Project Schedule as a precursor test step to the first conversion if both S&S and City determine its necessity as a method of proving out the extract process before the first full conversion.
Test Conversion – Full	A Test Conversion – Full is an execution of the conversion processes and programs for the entire legacy data set, including customer accounts, metered/billed services, customer AR, deposits and write-offs and customer billing, consumption and service order history.
Test Script	Describes what steps and actions are required to test a particular feature or function as well as the expected results.

## APPENDIX B – PROJECT DELIVERABLES

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
0	n/a	n/a	Contract Signing	Contract is signed	n/a	n/a
1	Initiate	2.2.1 Activity – Initial Project Management Office Launch	Project Launch	There will be a meeting to launch the project with the Project Managers from both teams. Topics covered may include: organization of the joint project team, establish Project Team Contact List, dates and times for the Project Kickoff Meeting, templates to be used for project documentation. Agenda and meeting notes will be deliverable criteria.	Co-responsibility	MS Word
2	Initiate	2.2.2 Activity – Assemble Project Team	Assemble Project Team	S&S and City will each assign staff to the project team resource roles as described in the scope of work.	Co-responsibility	MS-Word
3	Initiate	2.2.3 Sub-phase – Construct Initial Project Documents	Initial Project Documents	Defines mission, scope, major deliverables, high level Project Schedule, issue and risk management procedure, organizational chart, roles and responsibilities and project management. Documents include: a. Project Charter b. Risk management plan c. Communication plan d. Change management plan	Co-responsibility	MS-Word

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
4	Initiate	2.2.4 Activity – Establish Project Infrastructure	Project Infrastructure Plan	The project infrastructure plan that details each environment's specifications and supporting networking, hardware and software requirements is complete.	S&S	MS-Word
5	Initiate	2.2.5 Activity – Install S&S Base Solution	Installed S&S Base Solution	This deliverable document confirms S&S has installed the enQuesta Production, Conversion, Train and Test environments and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set up, operational and ready to begin design phase of project.	S&S	MS-Word (confirms completion)
6	Initiate	2.2.6 Activity – Project Kick-off Meeting	Project Kick-off Meeting	This session will have the intent to educate stakeholders to the overall approach to the project. City Project Management and S&S Project Management jointly provide this orientation overview using material based on the Project Charter.	Co-responsibility	MS-PowerPoint
7	Initiate	2.2.7 Activity – Develop Initial Project Work Schedule	Approved Initial Project Schedule	The initial Project Schedule is drafted by S&S and is revised and approved by S&S and City. It represents the starting point for the project. The schedule will outline all tasks to complete the overall project and have resources from S&S and City assigned and properly allocated based on the resources	S&S	MS Project

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				availability. Future deliverables will be updated with additional detail later in the project as those details are more clearly defined.		
8	Initiate	2.2.8 Activity – Establish Project Tracking Tools	Installed Project Tracking Tools Verification	The Project Tracking Tools have been installed and configured for project management requirements.	S&S	City Project Team access provided.
9	Initiate	2.2.9 Activity – Establish Project Management Reporting	Project Management Reporting (Month 1 to Month 17)	<ol style="list-style-type: none"> <li>1. Project Management Meetings – Each week (or as established with the PM team) there will be a project management meeting to include all Team Leads. Project status will be reviewed and the next week's priorities will be established.</li> <li>2. Project Team Meetings – monthly, or as – needed, each Project Manager will conduct group and/or individual meetings with respective team members to review their work assignments so as to gather information regarding the overall Project status, to identify obstacles to successful completion of tasks, and to provide needed assistance and coaching.</li> <li>3. Status Reports – A weekly (or as established with the PM team) status report which documents prior</li> </ol>	S&S	MS Word and/or MS PowerPoint

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				<p>accomplishments, upcoming activities, past due activities, key actions, decisions, and issues with estimated completion dates, and project risks.</p> <p>4. Project Schedule: The monthly deliverable encompasses updated tasks, percent complete and milestone completions, including resource updates and timeframe updates.</p> <p>5. Quarterly Steering Committee Report/Presentation</p>		
10	Design	2.3.1 Activity – Prepare for Discovery Workshops	Completed BPA Questionnaire	<p>City will provide answers to the BPA questionnaire prior to Discovery and BPA. This includes standard utility and configuration questions in each functional area. This will be used to prepare for the sessions and guide the sessions more efficiently.</p>	City	MS-Word and/or MS-Excel
11	Design	2.3.1 Activity – Prepare for Discovery Workshops	Current State artifacts	<p>City will provide S&amp;S a set of current system artifacts which will serve as a basis for Discovery, BPA and configuration. Examples of artifacts requested include list of legacy rates, GL mapping, service order list, letters, formal written policies and tariffs, etc.</p>	City	MS-Word and/or MS-Excel
12	Design	2.3.1 Activity – Prepare for Discovery Workshops	Discovery Workshop Agenda & Schedule	<p>S&amp;S will provide City with an agenda and schedule detailing topics covered and timeframes, as well as</p>	S&S	MS-Word

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				resources required, for the Discovery Workshops.		
13	Design	2.3.2 Activity – Conduct Discovery Workshops	Completed Discovery Workshops	Discovery Workshops completed as confirmed by attendance sign-in sheets.	S&S	MS-Word (confirms completion)
14	Design	2.3.3 Activity – Data Conversion Plan	Approved Conversion Plan	The Approved Conversion Plan defines processes and tools that govern data mapping, data cleansing, technical design, development and testing. The document will contain a roadmap of current data repositories included in the Project conversion landscape. It will define the amount of historical data that will be converted, and procedures that will be used to validate the conversion success and to identify data conversion problems.	S&S	MS-Word
15	Design	2.3.4 Activity – Data Mapping	Completed (initial) Data Mapping Document	This document defines the data mappings between the legacy tables and the staging tables, as well as required target system data that are missing from a legacy and the method for resolving the data gaps. The data mapping document will also include a high level description of custom data manipulation needed. Each field for all applicable Legacy System tables will be mapped to the target staging tables and fields.	City	MS-Excel

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
16	Design	2.3.5 Activity – Develop Legacy Data Extraction Process	Completed Legacy Data Extract Routines	Completed process and routines developed to extract the relevant legacy data, defined in the Data Mapping document, in a format for loading enQuesta staging tables.	City	Extract Routines
17	Design	2.3.6 Activity – Prepare for Business Process Analysis Workshops	Completed Core Team Orientation: BPA Workshop Training	Orientation training session conducted by S&S to prepare the City Core Team for the Business Process Analysis Workshops.	S&S	Confirmed by training session sign-in sheets
18	Design	2.3.6 Activity – Prepare for Business Process Analysis Workshops	BPA Workshops Agenda & Schedule	Agendas for each workshop will be provided to City. The agenda will contain meeting topics and expected durations. City will use this agenda to determine attendees and provide a list of attendees to S&S to be included in this agenda document.	S&S	MS-Word and/or MS-Excel
19	Design	2.3.7 Activity – Conduct Business Process Analysis Workshops	Completed Business Process Analysis Workshops	BPA Workshops completed as confirmed by attendance sign-in sheets.	S&S	MS-Word (confirms completion)
20	Design	2.3.8 Activity – Develop Business Process Analysis Documents	Approved BPA Documents	Approved Business Process Analysis documents outlining all components to be included in the Project going forward.	S&S	MS Word
21	Design	2.3.9 Activity – Conduct Modification & Interface Analysis Workshops	Completed Modification & Interface Analysis Workshops	Modification & Interface Analysis Workshops completed as confirmed by attendance sign-in sheets.	S&S	MS-Word (confirms completion)

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
22	Design	2.3.10 Activity – Develop Business Requirements Document (Functional Specifications for Modifications, Interfaces and Portals)	Business Requirements Document (Functional Specifications for Modifications, Interfaces and Portals)	S&S will develop Functional Design Specifications for the Modified Objects and Interfaces. These specifications will be based upon the information obtained during the Business Process Analysis workshops and supplemented with information provided by City staff during this activity. The Interface Specifications will, at a minimum, contain Interface Name, General Description, Data Fields and Definitions needed for the Interface, Triggers when applicable, High Level Error Handling guidelines.	S&S	MS-Word
23	Design	2.3.11 Activity – Install Additional Software Environments	Installed Capricorn Production and Test Environments	This deliverable document confirms S&S has installed Capricorn Production and Test environments and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set up, operational and ready to begin design phase of project.	S&S	MS-Word (confirms completion)
24	Design	2.3.11 Activity – Install Additional Software Environments	Installed enQuesta Analytics Production / Development Environment	This deliverable document confirms S&S has installed the enQuesta Analytics Production/Development environment and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set	S&S	MS-Word (confirms completion)



Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				up, operational and ready to begin design phase of project.		
25	Design	2.3.11 Activity – Install Additional Software Environments	Installed enQuestalink Production and Test Environments	This deliverable document confirms S&S has installed enQuestalink Production and Test environments and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set up, operational and ready to begin design phase of project.	S&S	MS-Word (confirms completion)
26	Design	2.3.12 Activity – Develop Training Plan	Approved Training Plan	Approved Training Plan consisting of a training approach that outlines learning goals and objectives for major target audiences.	S&S	MS-Word
27	Design	2.3.13 Activity – Conduct Core Team Functional Training	Completed Core Team Functional Training	Two-week functional training conducted by S&S, and confirmed by training session sign-in sheets, to educate the City Core Team on enQuestalink functionality to prepare for writing and executing test scripts and begin practicing their new business process workflows in enQuestalink.	S&S	Confirmed by training session sign-in sheets
28	Design	2.3.14 Activity – Report Design and Specifications	Master Report Catalog	The Master Report Catalog, will list all needed ad-hoc reports to be used as part of daily, weekly, monthly business production. The Master Report Catalog will be used to identify, document and define scope required ad-hoc.	S&S w/ City Support	MS-Excel

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
29	Design	2.3.15 Activity – Develop Testing Plan	Approved Testing Plan	Approved Testing Plan providing a roadmap for planned testing phases including relationship to other Project activities.	S&S	MS Word
30	Design	2.3.16 Activity – Develop Functional Test Schedule	Functional Test Schedule	Detailed schedule for all testing activities for the Functional Test phases. This schedule will identify assignments to individual responsible team members.	City	MS-Excel
31	Design	2.3.17 Activity – Develop Functional Test Scripts	Standard Test Scripts	S&S will provide standard functional test scripts.	S&S	SpiraTest
32	Design	2.3.17 Activity – Develop Functional Test Scripts	Completed Functional Test Scripts	Using the template, samples, support and limited assistance provided by S&S, City will create functional test scripts, organized by business process, for review by S&S.	City	SpiraTest
33	Design	2.3.18 Activity – Conduct enQuesta Administrator Training	Completed enQuesta Administrator Training	enQuesta Administrator training conducted by S&S, and confirmed by training session sign-in sheets.	S&S	Confirmed by training session sign-in sheets
34	Design	2.3.19 Activity – Develop Integration Test Schedule	Integration Test Schedule	Detailed schedule for all testing activities for the Integration Test phases. This schedule will identify assignments to individual responsible team members.	City	MS-Excel
35	Design	2.3.20 Activity – Develop Integration Test Materials	Completed Integration Test Materials	With support and limited assistance from S&S, City will create integration test scripts, for each developed object (modifications, interfaces, portals, reports, conversion routines), for review by S&S.	City	SpiraTest

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
36	Build	2.4.1 Activity – Develop Initial Configuration	Configured The Solution: Initial Configuration	Configuration will be driven by decisions documented during the Business Process Analysis workshop. S&S will lead and manage the configuration activities, with participation and support by City functional and technical teams. The configurations will be developed hand in hand with City to facilitate knowledge transfer.	S&S	System Configuration
37	Build	2.4.2 Activity – Execute Conversion Tests	Conversion #1 executed	Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickout data elements and counts of converted data for balancing against the legacy extract.	S&S	MS Excel
38	Build	2.4.2 Activity – Execute Conversion Tests	Conversion #2 executed	Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickout data elements and counts of converted data for balancing against the legacy extract.	S&S	MS-Excel
39	Build	2.4.2 Activity – Execute Conversion Tests	Conversion #3 executed	Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickout data elements and counts of converted data for balancing against the legacy extract.	S&S	MS-Excel

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
40	Build	2.4.3 Activity – Develop Interface Programs	S&S system Interface source and executable code (Completed Code for each Interface Object - S&S Side of Interface)	S&S will deliver completed code for the S&S responsible Interface Objects deemed within scope of the project. The program/executable code for each development object has been developed, successfully unit tested and delivered based on functional and technical specifications.	S&S	Code
41	Build	2.4.3 Activity – Develop Interface Programs	City system Interface source and executable code (Completed Code for each Interface Object - City Side of Interface)	City will deliver completed code for Interface Objects engaging (non S&S) third party applications deemed within scope of the project (Programs that require to send/receive data interchanges with third party applications and the system). The program/executable code for each development object has been developed, successfully unit tested and delivered based on functional and technical specifications.	City	Code
42	Build	2.4.4 Activity – Develop Modified Objects	The Solution Modified Objects and executable code (Completed Code for each Modified Object)	Delivery of completed code for each Modified Object as defined in the approved specifications. The program/executable code for each development object has been developed, successfully unit tested and delivered based on the functional and technical specifications	S&S	Object and executable code

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
43	Build	2.4.5 Activity – Develop Reports	Completed Code for each Modified Report Object (S&S Developed Reports)	Delivery of completed code for each Report Object. The program/executable code for each development object, has been successfully unit tested and delivered based on the Report Specifications. This deliverable will function in accordance with associated Specification Documentation.	S&S	Object and executable code
44	Build	2.4.6 Activity – Design and Configure Application Security	Workshop For Security Design & Set-Up	This workshop will be led by S&S to educate MID on the steps and procedures for the configuration of all aspects of the Solution security.	S&S	MS-PowerPoint
45	Build	2.4.6 Activity – Design and Configure Application Security	Approved User Training Matrix	The approved matrix will identify all users and their roles and security groups. In addition, the document will include a list of all City users, courses required and a tracking device for which users attend which classes. It will also project how many effort hours and duration of training.	City	MS-Excel
46	Build	2.4.6 Activity – Design and Configure Application Security	Updated Security Profile Log	The log, which a template will be provided by S&S for, will identify all security groups including levels of access for specific application services. The information is used to configure Security within the application.	City	MS-Excel
47	Build	2.4.7 Activity – Execute Functional Test Scripts	Functional Test Execution	This deliverable confirms that functional testing has been completed successfully. All priority 0 and 1 defects will be	Co-Responsible	Testing Complete

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				corrected unless otherwise mutually agreed to by S&S and City.		
48	Build	2.4.8 Activity – Execute Integration Testing	Integration Test Execution	This deliverable confirms that integration testing has been completed successfully. All priority 0 and 1 defects will be corrected unless otherwise mutually agreed to by S&S and City.	Co-Responsible	Testing Complete
49	Activate	2.5.1 Activity – Preparation for Simulation	Mock Go-live cutover Schedule	This plan is created prior to Simulation. Includes tasks, assigned resources and timeframes for Mock Go-live conversion legacy data extract, conversion and balancing.	S&S	MS-Word and/or MS-Excel
50	Activate	2.5.1 Activity – Preparation for Simulation	UAT Schedule	This plan is created prior to Simulation. Includes tasks, assigned resources and daily schedule for executing UAT activities.	City	MS-Word and/or MS-Excel
51	Activate	2.5.2 Activity – Execution of Simulation	Mock Go-live Conversion Executed	Approved successful "Mock" Cutover execution of conversion processes and programs for the entire data-set to be converted.	S&S w/ City Support	MS-Excel
52	Activate	2.5.2 Activity – Execution of Simulation	UAT Execution	This deliverable confirms that UAT has been completed successfully.	City w/ S&S Support	MS-Word and/or MS-Excel
53	Activate	2.5.3 Activity – Deliver Train-the-Trainer Training	Completed Train-the-Trainer Training – Delivery	Completion of Train-the-Trainer Training delivery conducted by S&S and confirmed by training session sign-in sheets,.	S&S	Confirmed by training session sign-in sheets

Del. #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
54	Activate	2.5.4 Activity – Performance Testing	Execute Performance Test Plan	Complete mutually agreed to application, database, hardware and/or network tunings needed to optimize performance within enQuesta Production environment.	Co-Responsible	MS-Word and/or MS-Excel
55	Activate	2.5.5 Activity – Preparation for Go-live Cutover	Completed Project Close document	Completion of list of 0 and 1 defects to be resolved for go-live and post go-live, deliverables that need to be implemented and issues to be resolved for project close.	Co-Responsible	MS-Word
56	Activate	2.5.6 Activity – Execution of Go-live Cutover	S&S Total Solution Go Live	The Go-Live Cutover has been completed successfully. The S&S Total Solution is in use in day-to-day operations. All components of the S&S Total Solution, related third party applications, and related application databases are migrated to the Production Environment	City	Deliverable Acceptance Form
57	Activate	2.5.6 Activity – Post-Go-live Support	Post Go-live Support	S&S completes three (3) calendar months of post-implementation support following the Go-Live date. A monthly assessment report will be created to report progress on items identified in Project Close document.	Co-Responsible	MS-Word

## APPENDIX C – WEEKLY STATUS REPORT SAMPLE

<b>&lt;Project Title&gt;</b>		<b>PM:</b>		<b>Overall Status</b>	<b>G</b>	<b>Report Date:</b>	
<b>Project Summary</b>							
<b>Project Status</b>		<b>Scope</b>	<b>G</b>	<b>Budget</b>	<b>G</b>	<b>Schedule</b>	<b>G</b>
<b>Key Accomplishments:</b>				<b>Risks and Issues:</b>			
<b>Deliverables and Milestones:</b>				<b>Upcoming Activities:</b>			
<i>name</i>		<i>due dt</i>		<i>status</i>			
<b>Additional Comments:</b>							



## APPENDIX D – CHANGE ORDER LOG

CO#	Description	Status	Status Date	Notes
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

## APPENDIX E - DELIVERABLE ACCEPTANCE FORM

Presented By		Delivered To	
Deliverable #			
Deliverable Description/ Acceptance Criteria			
Deliverable Due Date		Submitted	
Completion Date		Approval Date	

The above work product has been submitted as completed, reviewed and approved by the PMO Team.

Signed Approval of this document indicates verification the work described has been completed, meets the objectives of the Project and has successfully met the criteria of the deliverable as described above.

Signed: \_\_\_\_\_  
Customer Project Manager:

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
S&S Project Manager:

Date: \_\_\_\_\_

## APPENDIX F – MILESTONE ACCEPTANCE TEMPLATE

<b>Presented By</b>		<b>Delivered To</b>	
<b>Milestone #</b>		<b>Phase</b>	
<b>Milestone Description</b>			
<b>Completed Date</b>		<b>Submitted</b>	

Signed Approval of this document indicates successful completion and approval of the Deliverables associated to this Milestone and the components of the Milestone description. Signed Approval indicates approval for payment of this Payment Milestone. The completed work has been submitted and requires a response within ten (10) calendar days. If the time allowed lapses without an approving signature, the completed work is considered approved, the milestone invoice will be issued and any modifications will be addressed through the Change Order process.

Signed: \_\_\_\_\_  
Customer Executive Sponsor:

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Customer Project Manager:

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
S&S Executive Sponsor:

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
S&S Project Manager:

Date: \_\_\_\_\_

## APPENDIX G - WEEKLY PM MEETING AGENDA TEMPLATE

### MEETING TITLE

[Click to select date]

[Time]

[Location]

Meeting called by: \_\_\_\_\_ Type of meeting: \_\_\_\_\_

Facilitator: \_\_\_\_\_ Note taker: \_\_\_\_\_

Timekeeper: \_\_\_\_\_

Attendees: \_\_\_\_\_

Please read: \_\_\_\_\_

Please bring: \_\_\_\_\_

### AGENDA ITEMS

Topic	Presenter	Time allotted
-------	-----------	---------------

✓

✓

✓

✓

✓

✓

✓

✓

✓

✓

### OTHER INFORMATION

Observers: \_\_\_\_\_

Resources: \_\_\_\_\_

Special notes: \_\_\_\_\_

APPENDIX H – MEETING MINUTES TEMPLATE

MEETING TITLE

[Click to select date]  
[Time]  
[Location]

Meeting called by: \_\_\_\_\_ Type of meeting: \_\_\_\_\_  
Facilitator: \_\_\_\_\_ Note taker: \_\_\_\_\_  
Timekeeper: \_\_\_\_\_  
Attendees: \_\_\_\_\_

AGENDA ITEMS

Topic	Presenter	Time allotted
✓		
✓		
✓		
✓		
✓		
✓		

DISCUSSIONS

Resources: \_\_\_\_\_  
Conversation: \_\_\_\_\_  
Resources: \_\_\_\_\_  
Conversation: \_\_\_\_\_

ACTION ITEMS	ASSIGNED TO	STATUS	DUE DATE


## APPENDIX I – STEERING COMMITTEE MEETING AGENDA

The agenda for the monthly Steering Committee will substantially conform to the agenda below. Adjustments to this agenda will be made, as the Project Management team deems appropriate.







1.	Location	City Site
2.	Date	
3.	Duration	
4.	Attendees	City Steering Committee City Project Sponsor City Project Manager S&S Project Manager S&S Executive Sponsor
5.	Topics a. Agenda b. Budget c. Project Health (Overall, Schedule, Scope & Budget) d. Timeline e. Key Accomplishments to date f. Issues and Risks g. Next Steps (next sixty days) h. Special Considerations	

## APPENDIX J – EXAMPLE TEST SCRIPTS


### Inquiry Test Case (Simple)

**Test Case:**  Fast Fact - ACH [TC:074226]










**Name:** Fast Fact - ACH

Overview	Req. Coverage	Test Runs	Releases	Incidents	Attachments	History		
<b>▼ Details</b>								
<b>Author*:</b> <input type="text" value="Linda Darling"/>		<b>Est. Dur.:</b> <input type="text" value=""/> hours						
<b>Owner:</b> <input type="text" value="Linda Darling"/>		<b>Creation Date:</b> 1/11/2018 5:06:33 PM						
<b>Priority:</b> <input type="text" value="1 - Critical"/>		<b>Execution Status:</b> <span style="background-color: green; color: white;">Passed</span>						
<b>Active*:</b> <input type="text" value="Yes"/>		<b>Last Executed:</b> 1/18/2018 2:54:26 PM						
<b>Department:</b> <input type="text" value="--- Please Select ---"/>		<b>Functional Area:</b> <input type="text" value="--- Please Select ---"/>						
<b>Enhancement (PE) #:</b> <input type="text" value=""/>		<b>Enhancement Y/N:</b> <input type="checkbox"/>						
<b>Ready to Execute?:</b> <input type="text" value="--- Please Select ---"/>		<b>Test Day:</b> <input type="text" value=""/>						
<b>Regression Test:</b> <input type="checkbox"/>		<b>Tester:</b> <input type="text" value="--- Please Select ---"/>						
<b>► Description</b>								
<b>▼ Test Steps</b>								
<a href="#">Insert Step</a>   <a href="#">Insert Link</a>   <a href="#">Delete</a>   <a href="#">Copy</a>   <a href="#">Refresh</a>   <a href="#">-- Show/hide columns --</a>   <a href="#">Edit Parameters</a>								
<input type="checkbox"/>	#	Step #	Description	Expected Result	Sample Data	Execution Status	ID	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 1	Open Inquiry. Click on the clear screen button  .	Inquiry screen is cleared of any account that was present		<span style="background-color: green; color: white;">Passed</span>	TS331494	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 2	Enter an Account # in Inquiry where the Customer pays their utility bill by ACH.	Account information displays in Inquiry with a Fast Fact <a href="#">ACH</a> .	1-1119.301	<span style="background-color: green; color: white;">Passed</span>	TS331495	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 3	Click on the <a href="#">ACH</a> link under FAST FACTS	The ACH Information screen displays details for the Customer's banking information.		<span style="background-color: green; color: white;">Passed</span>	TS331496	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 4	For the Customer ACH Information - verify the link matches the information on the ACH record.	The ACH Information displays with the information of the record selected.		<span style="background-color: green; color: white;">Passed</span>	TS331500	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 5	Click on the BACK Button or CANCEL Button to exit the ACH Information..	Returned to Inquiry		<span style="background-color: green; color: white;">Passed</span>	TS331499	<a href="#">Edit</a>

## Putting a Customer on a Budget Plan (More Complex)

**Test Case:**  Standard Budget - EL on budget/not GA [TC:028077]































**Name:** Standard Budget - EL on budget/not GA

Overview	Req. Coverage *	Test Runs *	Releases *	Incidents *	Attachments	History *		
<b>▼ Details</b>								
<b>Author*:</b> <input type="text" value="Alycia McAlpine"/>		<b>Est. Dur.:</b> <input type="text" value=""/> hours						
<b>Owner:</b> <input type="text" value="Alycia McAlpine"/>		<b>Creation Date:</b> 8/28/2014 12:45:05 PM						
<b>Priority:</b> <input type="text" value="-- None --"/>		<b>Execution Status:</b> <span>Passed</span>						
<b>Active*:</b> <input type="text" value="Yes"/>		<b>Last Executed:</b> 4/5/2017 2:43:24 PM						
<b>Department:</b> <input type="text" value="Customer Service"/>		<b>Functional Area*:</b> <input type="text" value="Customer Service"/>						
<b>Enhancement (PE) #:</b> <input type="text" value=""/>		<b>Enhancement Y/N:</b> <input type="checkbox"/>						
<b>Ready to Execute?:</b> <input type="text" value="-- Please Select --"/>		<b>Test Day:</b> <input type="text" value=""/>						
<b>Regression Test:</b> <input type="checkbox"/>		<b>Tester:</b> <input type="text" value="Eduardo Bacha"/>						
<b>Change Order:</b> <input type="text" value=""/>		<b>Company:</b> <input type="text" value="NHG"/>						
<b>► Description</b>								
<b>▼ Test Steps</b>								
<a href="#">Insert Step</a>   <a href="#">Insert Link</a>   <a href="#">Delete</a>   <a href="#">Copy</a>   <a href="#">Refresh</a>   <input type="text" value="-- Show/hide columns --"/>   <a href="#">Edit Parameters</a>								
<input type="checkbox"/>	@	Step #	Description	Expected Result	Sample Data	Execution Status	ID	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 1	Open account in inquiry and view suggested budget amount.	The amount for each application should equal 12 months of consumption history using the effective rate to the nearest \$5 value.		Passed	TS084377	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 2	Suggested budget amount will display for electric application.	Correct electric budget amount will display per above calculation.		Passed	TS084379	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 3	Select work order BL Budget Add.	Budget screen displays in Add mode with a default budget amount calculated.	There may be a separate EL-Only budget work order to select.	Passed	TS084380	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 4	For the electric application you add the value from the suggested budget amount and leave the adder blank. Click Submit.	Work order menu screen appears.		Passed	TS084381	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 5	In the Work Order Option menu screen, click Back to return to Inquiry Portal.	View Inquiry Portal.		Passed	TS084382	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 6	Work order update runs automatically.	Closes work order.		Passed	TS101717	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 7	In the Inquiry Portal will be able to view that the Suggested Budget Fast Fact has been replaced with the Budget Fast Fact.	By clicking on Budget fast fact will be able to review the new budget agreement on the Budget Plan Maintenance screen.		Passed	TS084383	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 8	Bill run will process automatically.	Automatically runs at night.		Passed	TS101718	<a href="#">Edit</a>
<input type="checkbox"/>		 Step 9	Customer's next bill will accurately reflect the budget amount for the electric service only.	Bill print correctly prints the electric budget amount but not the amount for gas since that was not set up for the budget.		Passed	TS084384	<a href="#">Edit</a>



## Billing Accounts by Cycle (Most Complex)

More complex test cases are grouped together to test a larger process, like processing nightly billing. The following is an example of some of the test cases associated with this process and the detail within one of them.

 <b>Batch Billing / Edit Process (45)</b>
 <a href="#">Allow for batch processing - batch job</a>
 <a href="#">Allow for batch processing - a step within a batch...</a>
 <a href="#">Allow for batch processing - a program</a>
 <a href="#">Allow for batch processing - a group of events</a>
 <a href="#">Online inquire and updating during batch processin...</a>
 <a href="#">Ability to respond to severe batch errors</a>
 <a href="#">Ability to roll back postings that were done in er...</a>
 <a href="#">Roll back or restart a process that halted due to ...</a>
 <a href="#">System to provide detailed error messages on batch...</a>
 <a href="#">On-screen bill calculation for complete route</a>
 <a href="#">On-screen scheduling of billing cycles</a>
 <a href="#">On-screen initiation of billing cycles when criter...</a>
 <a href="#">On-screen ability to change billing cycles / route...</a>
 <a href="#">On-screen ability to hold billing cycles/routes</a>
 <a href="#">Ability to bill multiple cycles on the same day</a>
 <a href="#">Provides for services to be billed on a user-defin...</a>
 <a href="#">Ability to override system default billing date</a>
 <a href="#">Provide for billing once all criteria has been me...</a>
 <a href="#">Provide for billing once all criteria has been me...</a>
 <a href="#">Ability to bill out of cycle for a customer who se...</a>
 <a href="#">Ability to generate bills for accounts uploaded af...</a>
 <a href="#">Ensure bills are not generated if there is a readi...</a>
 <a href="#">Test bill process prior to posting</a>
 <a href="#">Process a portion of bill run</a>
 <a href="#">Display number of bills to be printed</a>
 <a href="#">Display number of bills remaining to print</a>
 <a href="#">Display number of bills actually printed</a>
 <a href="#">Allow restarting of bill print run</a>
 <a href="#">Pause then restart a bill print run</a>

**Test Case:** Readings Criteria On-line Edit [TC:066562]

Name: Readings Criteria On-line Edit

Overview Req. Coverage Test Runs Releases Incidents Attachments History

▼ Details

Author*: <input type="text" value="Linda Darling"/>	Est. Dur.: <input type="text" value=""/> hours
Owner: <input type="text" value="Richard Rasmussen"/>	Creation Date: 11/28/2017 3:12:48 PM
Priority: <input type="text" value="1 - Critical"/>	Execution Status: <span style="background-color: #f08080; padding: 2px;">Failed</span>
Active*: <input type="text" value="Yes"/>	Last Executed: 2/16/2018 5:01:23 PM
Department: <input type="text" value="Billing"/>	Functional Area: <input type="text" value="Billing"/>
Enhancement (PE) #: <input type="text" value=""/>	Enhancement Y/N: <input type="checkbox"/>
Ready to Execute?: <input type="text" value="Yes"/>	Test Day: <input type="text" value="2/2/2018"/>
Regression Test: <input type="checkbox"/>	Tester: <input type="text" value="-- Please Select --"/>

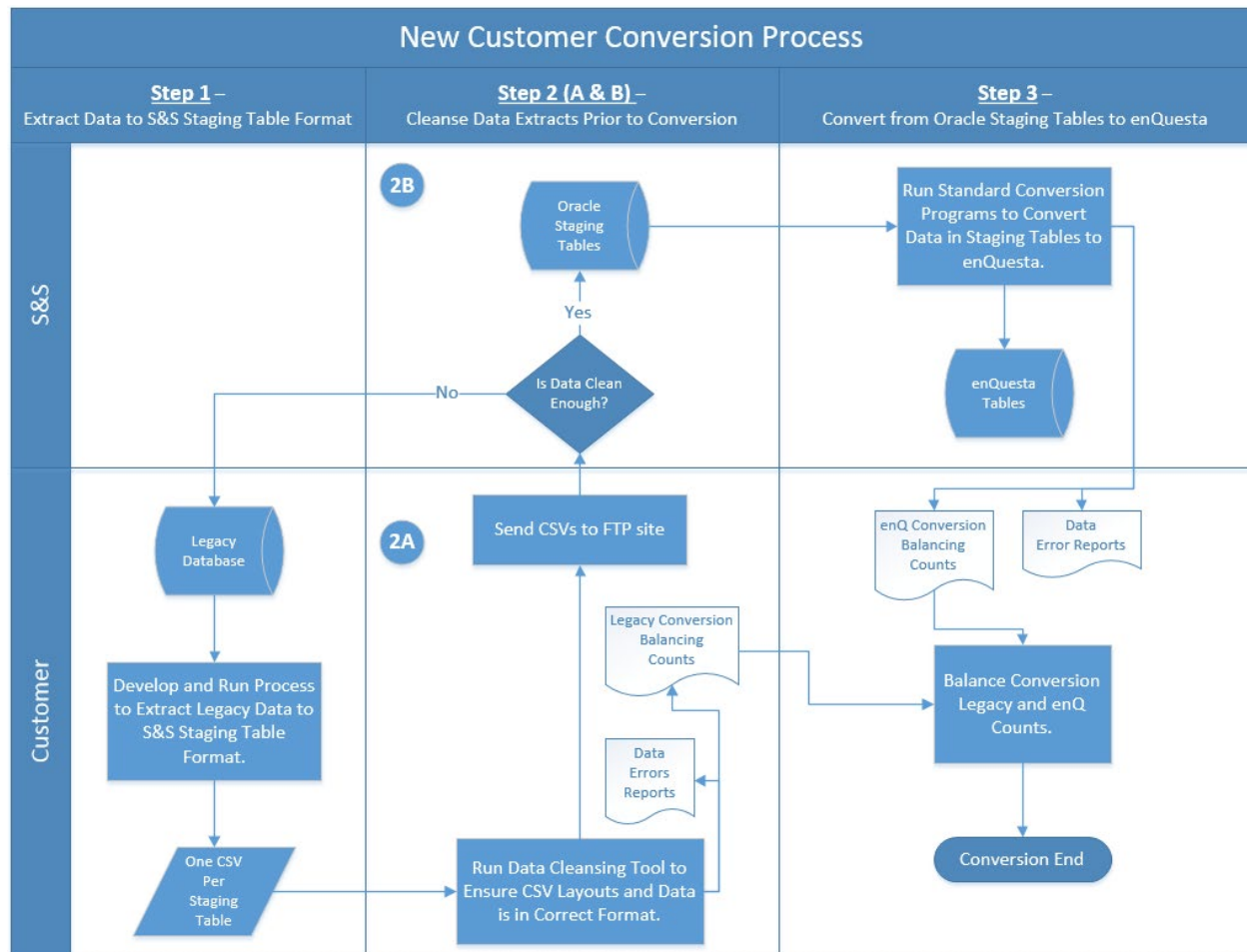
► Description

▼ Test Steps

> [Insert Step](#) | [Insert Link](#) | [Delete](#) | [Copy](#) | [Refresh](#) | -- Show/hide columns -- [Edit Parameters](#)

<input type="checkbox"/>	#	Step #	Description	Expected Result	Sample Data	Execution Status	ID	<a href="#">Edit</a>
<input type="checkbox"/>		Step 1	Pre-Billing Reading Edit Select Y for new edit			Passed	TS274654	<a href="#">Edit</a>
<input type="checkbox"/>		Step 2	Enter values in the Billing Reading Edit Screen			Passed	TS273646	<a href="#">Edit</a>
<input type="checkbox"/>		Step 3	Calculate the reading edit for Cycle 1	Screen should populate with accounts that require reading edits.		Passed	TS274655	<a href="#">Edit</a>
<input type="checkbox"/>		Step 4	Enter data for accounts with "No Read".		01-2394.300	Failed	TS274656	<a href="#">Edit</a>
<input type="checkbox"/>		Step 5	End editing session and update changes			Not Run	TS274659	<a href="#">Edit</a>
<input type="checkbox"/>		Step 6	Check the updated accounts in inquiry to see if the reading has been added.			Not Run	TS274661	<a href="#">Edit</a>
<input type="checkbox"/>		Step 7	Pre-Billing Reading Edit Select "N" for new edit	List of edits in-process will appear. Select one to complete the edit.		Not Run	TS274662	<a href="#">Edit</a>
<input type="checkbox"/>		Step 8	Pre-Billing Reading Edit Select "D" to delete an existing edit Repeat this to get the list of existing edits again to confirm that the reading edit has been deleted.	List of existing edits will appear. Select one to delete.		Not Run	TS274663	<a href="#">Edit</a>

## APPENDIX K – CONVERSION PROCESS



## APPENDIX L – EXAMPLE STAGING TABLES

### List of Staging Tables


**Populate Conversion Group A first, B second, C third and D last**

Table	Purpose	Conversion Group	CSV file name
Streets	Unique Service Location Street Names	A	STAGE_STREETS.csv
Billing Cycles	List of Billing Cycles	A	STAGE_CYCLE.csv
Reading Routes	List of Meter Reading Routes	A	STAGE_ROUTE.csv
Towns-Zips-Counties	Service Location Towns and Counties	A	STAGE_TOWNS.csv
Customer ACH Banks	Bank Clearing House Info	A	STAGE_ACH_BANK.csv
Device Info	Meters and Remote Reading Devices Connected at Locations or in Inventory	A	STAGE_DEVICE.csv
Premise Info	Individual Service Location Information	A	STAGE_PREMISE.csv
Cust Info	Individual Customer Information	A	STAGE_CUST_INFO.csv
SSN_License	Social Security and Driver's License Numbers	A	STAGE_SSN_LICENSE.csv
Mailing Addresses	Individual Customer Mailing Address Information	A	STAGE_MAIL_ADDR.csv
Phones	Individual Customer Phones	A	STAGE_PHONE.csv
Emails	Individual Customer Email Information	A	STAGE_EMAIL.csv
Billing Acct	Individual Account Information	A	STAGE_BILLING_ACCT.csv
Summary Billing Accounts	Master / Sub Account Information	A	STAGE_MASTER_SUB.csv
Secondary Parties	Other Customers tied to Accounts	A	STAGE_SECONDARY_PARTY.csv

Report Codes	Special Indicators for Accounts	A	STAGE_REPORT_CODES.csv
Customer ACH Info	Bank Clearing House Information for Accounts	B	STAGE_CUST_ACH.csv
Metered Svcs	Account Services that are Measured with a Meter	B	STAGE_METERED_SVCS.csv
Flat Svcs	Flat Rate Services	B	STAGE_FLAT_SVCS.csv
Unbilled Readings	Meter Readings awaiting Billing	B	STAGE_UNBILLED_READINGS.csv
<b>Table</b>	<b>Purpose</b>	<b>Conversion Group</b>	<b>CSV file name</b>
Customer Notes	Written Communications tied to an Account, Customer or Location	B	STAGE_CUST_NOTES.csv
Write Off Balances	Monies tied to Written Off Accounts	B	STAGE_WRITE_OFFS.csv
AR Balances	Monies tied to any Accounts (not Written Off)	B	STAGE_AR_BALANCES.csv
Deposits	Deposit Monies tied to Accounts	B	STAGE_DEPOSITS.csv
Consumption History	Consumption History for Metered Services	C	STAGE_CONSUMPTION_HIST.csv
Transactional History	Billing History for Accounts	C	STAGE_TRANSACTIONAL_HIST.csv
Service Order History	Work Order History	C	STAGE_SERVICE_ORDER_HIST.csv
<b>Optional Tables</b>			
Budgets	Information for Accounts on Budget Plans	D	STAGE_BUDGET.csv
Landlord Agreements	Customers responsible for a Location when Unoccupied	D	STAGE_LANDLORD.csv
IDB Accounts	Special Interdepartmental Accounts	D	STAGE_IDB.csv

Collection Agency	Accounts sent to Collection Agencies	D	STAGE_COLLECTION.csv
Credit History	Events and Monies that determine a Customer's Credit Rating	D	STAGE_CREDIT_HISTORY.csv
Backflow	Information on Backflow Devices and Inspections	D	STAGE_BACKFLOW.csv
Payment Plan History	History of Closed or Broken Payment Plans	D	STAGE_PAY_PLAN_HISTORY.csv
Loans	Information on Customer Loans	D	STAGE_LOANS.csv
Notice History	History of Notices sent to the Customer	D	STAGE_NOTICE_HISTORY.csv
Pollution Billing	Special Billing for Pollution Generators	D	STAGE_POLLUTION.csv
Misc AR	Non Service Location Based Charges	D	STAGE_MISC_AR.csv
Demand-Ratchet	Electrical Penalty Information for Demand Billing	D	STAGE_DEMAND_RATCHET.csv
Subdivisions	Service Location Subdivisions	D	STAGE_SUBDIV.csv
Degree Days	Electric or Gas Factors used to determine consumption	D	STAGE_DEGREE_DAYS.csv
Tax Exemptions	Accounts with special Tax Exemptions	D	STAGE_TAX_EXEMPT.csv
Therm Factors	Gas Factors used to determine consumption	D	STAGE_THERM_FACTORS.csv
Bankruptcy	Accounts that have gone Bankrupt	D	STAGE_BANKRUPTCY.csv
<b>Table</b>	<b>Purpose</b>	<b>Conversion Group</b>	<b>CSV file name</b>
Liens	Claims on Property generated from non-payments	D	STAGE_LIENS.csv
Documents	Discuss with Systems & Software	D	STAGE_DOCUMENTS.csv

Customer information staging table format

	A	B	C	D	E	F
1	Field	Type	Max Size	Required?	Valid Values/Format	Notes
2	Customer number	Numeric	8	Y		
3	Full Name	Alpha	50	Y		For Organization, or for Person where first/last names are not split out
4	First name	Alpha	25	N		For Person only
5	Middle name	Alpha	25	N		For Person only
6	Last name	Alpha	50	N		For Person only
7	Name Title	Alpha	5	N	MR, MRS, MISS, DR, REV, PROF, PR, MX	For Person only
8	Name Suffix	Alpha	5	N	ESQ, JR, SR, III	For Person only
9	DBA	Alpha	35	N		Doing Business As (Business Name)
10	Cust type	Numeric	1	Y	0, 1, 2	0-Person (with split out first/middle/last names) 1-Organization (Business) 2-Person with non-split name (first/last names not split out in data)
12	SSN/TIN Indicator	Numeric	1	N	1, 2	1 = SSN, 2 = TIN
13	SSN or TIN	Numeric	9	N		
14	Drivers License	Alpha	16	N		
15	Drivers License State	Alpha	2	N	2-digit State Abbreviation	
16	Drivers License Exp Year	Year	4	N	Year YYYY	
17	Mother's Maiden Name	Alpha	15	N		
18	Employment Name	Alpha	35	N		
19	Employment Phone	Numeric	10	N		
20	Employment Phone Ext	Numeric	5	N		
21	Other ID Type 1	Numeric	2	N	1-99	Other ID Types are configurable in enQuesta, please define types in data mapping document
22	Other ID Value 1	Alpha	15	N		
23	Other ID Type 2	Numeric	2	N	1-99	Other ID Types are configurable in enQuesta, please define types in data mapping document
24	Other ID Value 2	Alpha	15	N		
25	Other ID Type 3	Numeric	2	N	1-99	Other ID Types are configurable in enQuesta, please define types in data mapping document
26	Other ID Value 3	Alpha	15	N		
27	Created Date	Date	8	N	Date CCYYMMDD	Date record was created
28	Update Date	Date	8	N	Date CCYYMMDD	Date record was last updated
30	The absence of Active Code is intentional. Customer records in enQuesta do not have "Active" codes, rather it is the billing account that maintains Active/Inactive/Final/Etc. status.					
31						
	 Cust Info	Phones	Emails	Secondary Parties	Billing Acct	Customer ACH Info
					Summary Billing Ac	...

## Billing account staging table format (partial example)

Field	Type	Max Size	Required?	Valid Values/Format	Notes
Account Number	Alpha	15	N		New Account Number will be created in enQuesta regardless of whether legacy system has an explicit account number for the combination of a customer at a location. EnQuesta has an "old account number" field; if no legacy account number is provided, the enQuesta "old account number" will become the concatenation of the legacy customer ID + premise ID.
Customer Number	Numeric	8	Y		Must exist in "Cust Info" Data - Account Holder
Location ID	Alpha	15	Y		Must exist in "Premise Info" Data - Service Address
Active Code	Numeric	1	Y	0-Active 1-Final (Pending) 2-Inactive 4-Written Off	Active: Normal ongoing with regular billing charges Final Pending: Ready for final bill (with final reading, for metered service account) Inactive: Finaled, no new regular billing charges Written Off: Terminated and outstanding balance no longer part of A/R
Status Code	Numeric	1	Y	0-Normal 1-Shut Off (Non Payment) 3-Bankrupt 10-Seasonal 11-Collections	Normal: Normal ongoing with regular billing charges Shut Off for Non Payment: Metered service has been shut off/locked for delinquency; may still be an active account Bankrupt: Customer has declared bankruptcy and part or all of outstanding balance is protected; usually, but not necessarily, an inactive account Seasonal: Usually, but not necessarily, an active account; metered and other services suspend billing for part of the year, each year Collections: Inactive account with outstanding balances sent to a third party Collection Agency
Penalty Code	Numeric	1	Y	0-99	0 = Exempt from Penalty; 1-99 are Penalty Rates to be configured in enQuesta, see data mapping document.
Tax Code	Numeric	1	Y	0 - Taxable 1 - Non-Taxable	Required even if utility charges no taxes
Tax Type	Numeric	1	Y	0 - Residential 1 - Commercial 2 - Municipal/Govt 3 - Industrial	Valid Values here are a minimum example; more values can be set up as warranted, see data mapping document
Open Date	Date	8	Y	Date CCYYMMDD	Account opening date
SIC Code	Numeric	6	N	Valid SIC Codes	If using, utility must provide their SIC Code table (in a tabular format)
Bunch Code	Alpha	2	N		Used for grouping printed bills together for mailing
Number of Dwelling Units	Numeric	4	N	1-9999	For multi-unit residences, can be used as billing multiplier and/or informational purposes. To be discussed in BPA. If not known or provided, will default to 1

[←](#)
[→](#)
[...](#)
[Phones](#)
[Emails](#)
[Secondary Parties](#)
[Billing Acct](#)
[Customer ACH Info](#)
[Summary Billing Accounts](#)
[ID ...](#)
[+](#)
[-](#)
[|](#)



# APPENDIX M – CONVERSION RECONCILIATION SPREADSHEET

	Legacy Counts (from Customer)	Legacy Counts (After S&S Import to Staging)	Difference	enQuesta Counts (after final conversion step)	Difference	Explanation of Differences
STAGE_STREETS.csv						
STAGE_CYCLE.csv						
STAGE_ROUTE.csv						
STAGE_TOWNS.csv						
STAGE_DEVICE.csv						
in service meters						
in service other device 1 (ERT)						
in service other device 2 (MXU)						
STAGE_PREMISE.csv						
w/ accounts						
w/o accounts						
STAGE_CUST_INFO.csv						
STAGE_MAIL_ADDR.csv						
STAGE_PHONE.csv						
STAGE_EMAIL.csv						
STAGE_BILLING_ACCT.csv						
active accounts						
final accounts						
new (pending) accounts						
inactive accounts						
vacant accounts						

STAGE_MASTER_SUB.csv						
STAGE_SECONDARY_PARTY.csv						
STAGE_REPORT_CODES.csv						
STAGE_METERED_SVCS.csv						
active electric						
active water						
measured sewer						
active gas						
STAGE_FLAT_SVCS.csv						
active electric						
	<b>Legacy Counts (from Customer)</b>	<b>Legacy Counts (After S&amp;S Import to Staging)</b>	<b>Difference</b>	<b>enQuesta Counts (after final conversion step)</b>	<b>Difference</b>	<b>Explanation of Differences</b>
active rentals						
active water						
active sewer						
active gas						
active refuse						
active drainage						
STAGE_UNBILLED_READINGS.csv						
STAGE_CUST_NOTES.csv						
STAGE_WRITE_OFFS.csv						
electric						
rentals						
water						
sewer						

gas						
refuse						
drainage						
no service identified						
STAGE_AR_BALANCES.csv						
electric						
rentals						
water						
sewer						
gas						
refuse						
drainage						
no service identified						
STAGE_DEPOSITS.csv						
STAGE_SUBDIV.csv						

	Legacy Totals (from Customer)	Legacy Totals (After S&S Import to Staging)	Difference	enQuesta Totals (after final conversion step)	Difference	Explanation of Differences
STAGE_WRITE_OFFS.csv						
electric						
rentals						

water						
sewer						
gas						
refuse						
drainage						
no service identified						
STAGE_AR_BALANCES.csv						
electric						
rentals						
water						
sewer						
gas						
refuse						
drainage						
no service identified						
STAGE_DEPOSITS.csv						

**Schedule “B”**  
**Fee Structure and Payment Schedule**

The total fees payable under this Software Implementation Services Agreement are **\$3,306,921.78** which amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:

Milestone No. ▼	Milestone Description ▼	Description and Acceptance Criteria ▼	Deliverables		Milestone Amount \$ ▼	Milestone Payment \$\$		Month of Invoicing (estimated) ▼
			S&S ▼	SPWD ▼		15% Due on Signing ▼	85% Due on Completion ▼	
LI-1	License Fee	• One-time License Fee, due on contract signing.	0	0	\$618,337.00			contract signing
MS-1	Mobilization	• Upfront payment at contract signing of 15% of Services for mobilization of S&S resources, due on contract signing.	0	0		\$329,205.00	\$0.00	contract signing
<b>MOBILIZATION PHASE TOTAL</b>					<b>\$618,337.00</b>	<b>\$329,205.00</b>	<b>\$0.00</b>	
MS-2	PM (months 1-3)	• On-going Project Management responsibilities including: meetings, status reports, and schedule updates. • Billed at start of project month 1.	9	-	\$54,530.00	\$8,179.50	\$46,350.50	1
MS-3	PM (months 4-6)	• On-going Project Management (as above). • Billed at start of project month 4.	9	-	\$54,530.00	\$8,179.50	\$46,350.50	4
MS-4	PM (months 7-9)	• On-going Project Management (as above). • Billed at start of project month 7.	9	-	\$54,530.00	\$8,179.50	\$46,350.50	7
MS-5	PM (months 10-12)	• On-going Project Management (as above). • Billed at start of project month 10.	9	-	\$54,530.00	\$8,179.50	\$46,350.50	10
MS-6	PM (months 13-15)	• On-going Project Management (as above). • Billed at start of project month 13.	9	-	\$54,530.00	\$8,179.50	\$46,350.50	13
MS-7	Conduct Project Kick Off	• Meeting to launch project with both S&S and SPWD project managers has occurred. • S&S and SPWD will each assign staff to the project team resource roles as described in the scope of work. • SPWD and S&S Project Management will jointly provide overview for project stakeholders to educate them on the overall approach to the project, including	1, 2, 6	1, 2, 6	\$35,000.00	\$5,250.00	\$29,750.00	1
MS-8	Finalize Project Planning & Documentation	• Approved initial project documents including: Project Charter, and Risk, Communication and Change Management Plans. • Approved initial Project Schedule. • Confirmation Project Tracking Tools are installed and configured.	3, 7, 8	3, 7	\$60,000.00	\$9,000.00	\$51,000.00	2
<b>INITIATE PHASE TOTAL</b>					<b>\$367,650.00</b>	<b>\$55,147.50</b>	<b>\$312,502.50</b>	

MS-9	Prepare for Discovery Workshops	<ul style="list-style-type: none"> <li>The project infrastructure plan that details each environment's specifications and supporting networking, hardware and software requirements is complete.</li> <li>S&amp;S has installed the enQuesta Production, Conversion, Train and Test environments and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set up, operational and ready to begin design phase of project.</li> <li>SPWD completion of BPA questionnaire.</li> <li>SPWD submission of current state artifacts such as, legacy rates, GL mapping.</li> </ul>	4, 5, 12	10, 11	\$45,000.00	\$6,750.00	\$38,250.00	1
MS-10	Conduct Discovery	Discovery Workshops completed as confirmed by attendance sign-in sheets.	13	-	\$45,000.00	\$6,750.00	\$38,250.00	2
MS-11	Data Conversion - Planning & Mapping	<ul style="list-style-type: none"> <li>Approved Conversion Plan defining processes and tools that govern data mapping, data cleansing, technical design, development and testing.</li> <li>SPWD completed (initial) Data Mapping document between the legacy tables and the staging tables, as well as required target system data that are missing from legacy and the method for resolving the data gaps.</li> </ul>	14	15	\$45,000.00	\$6,750.00	\$38,250.00	2
MS-12	Prepare for Business Process Analysis Workshops	<ul style="list-style-type: none"> <li>Completed one-week Core Team Orientation Training as confirmed by training session sign-in sheets.</li> <li>Completed Business Process Analysis Workshops Agenda &amp; Schedule.</li> </ul>	17, 18	-	\$100,000.00	\$15,000.00	\$85,000.00	3
MS-13	Conduct Business Process Analysis Workshops	<ul style="list-style-type: none"> <li>Business Process Analysis Workshops completed as confirmed by attendance sign-in sheets.</li> <li>S&amp;S has installed Capricorn Production and Test environments and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set up, operational and ready to begin design phase of project.</li> <li>S&amp;S has installed enQuestaLink Production and Test environments and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set up, operational and ready to begin design phase of project.</li> </ul>	19, 23, 25	-	\$210,000.00	\$31,500.00	\$178,500.00	4
MS-14	Finalize Business Process Analysis Documents	Approved Business Process Analysis documents outlining all components to be included in the Project going forward.	20	-	\$100,000.00	\$15,000.00	\$85,000.00	6
MS-15	Finalize Functional Design Specifications - Interfaces & Modifications	<ul style="list-style-type: none"> <li>Completed Modification &amp; Interface Analysis Workshops.</li> <li>Approved Functional Design Specifications for Interfaces &amp; Modified Objects.</li> <li>Specifications based upon information obtained during Business Process Analysis workshops.</li> <li>Interface Specifications will, at a minimum, contain Interface Name, General Description, Data Fields and Definitions needed for the Interface, Triggers</li> </ul>	21, 22	-	\$100,000.00	\$15,000.00	\$85,000.00	6
MS-16	Finalize Training Plan	Approved Training Plan consisting of a training approach outlining learning goals and objectives for major target audiences.	26	-	\$40,000.00	\$6,000.00	\$34,000.00	8
MS-17	Prepare for Functional Testing	<ul style="list-style-type: none"> <li>Completed two-week Core Team Functional Training, as confirmed by training session sign-in sheets, to educate on enQuesta functionality in preparation for writing and executing test scripts, and practicing new business process workflows in enQuesta.</li> <li>Approved Testing Plan providing a roadmap for planned testing phases including relationship to other Project activities.</li> <li>S&amp;S will provide standard functional test scripts.</li> </ul>	27, 29, 31	-	\$100,000.00	\$15,000.00	\$85,000.00	5
DESIGN PHASE TOTAL					\$785,000.00	\$117,750.00	\$667,250.00	

MS-18	Configured Solution	<ul style="list-style-type: none"> <li>• SPWD finalized Functional Test Execution Schedule.</li> <li>• SPWD completed Functional Test Scripts.</li> <li>• Configuration will be driven by decisions documented during the Business Process Analysis workshop. S&amp;S will lead and manage the configuration activities, with participation and support by SPWD functional and technical teams. The configurations will be developed hand in hand with SPWD to facilitate knowledge transfer.</li> </ul>	36	30, 32	\$115,000.00	\$17,250.00	\$97,750.00	8
MS-19	Data Conversion #1 - Test Partial Conversion	<ul style="list-style-type: none"> <li>• SPWD completed process and routines developed to extract the relevant legacy data, defined in the Data Mapping document, in a format for loading enQuesta staging tables..</li> <li>• Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickout data elements and counts of converted data for balancing against the legacy</li> </ul>	37	16	\$70,000.00	\$10,500.00	\$59,500.00	6
MS-20	Data Conversion #2 - Test Full Conversion	<ul style="list-style-type: none"> <li>• Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickout data elements and counts of converted data for balancing against the legacy</li> </ul>	38	-	\$70,000.00	\$10,500.00	\$59,500.00	8
MS-21	Data Conversion #3 - Test Full Conversion	<ul style="list-style-type: none"> <li>• Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickout data elements and counts of converted data for balancing against the legacy</li> </ul>	39	-	\$70,000.00	\$10,500.00	\$59,500.00	10
MS-22	Developed Interfaces & Modifications	<ul style="list-style-type: none"> <li>• Completed enQuesta Administrator Training.</li> <li>• SPWD finalized Integration Test Execution Schedule.</li> <li>• SPWD completed Integration Test Materials.</li> <li>• S&amp;S will deliver completed code for the S&amp;S responsible Interface Objects deemed within scope of the project. The program/executable code for each development object has been developed, successfully unit tested and delivered based on functional and technical specifications.</li> <li>• Delivery of completed code for each Modified Object as defined in the approved specifications. The program/executable code for each development object has been developed, successfully unit tested and delivered based on the functional and technical specifications.</li> </ul>	33, 40, 42	34, 35	\$70,000.00	\$10,500.00	\$59,500.00	9
MS-23	Developed Reports	<ul style="list-style-type: none"> <li>• S&amp;S has installed the enQuesta Analytics Production/Development environment and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set up, operational and ready to begin design phase of project.</li> <li>• Completed Master Report Catalog.</li> <li>• Delivery of completed code for each Report Object. The program/executable code for each development object, has been successfully unit tested and delivered based on the Report Specifications. This deliverable will function in</li> </ul>	24, 28, 43	-	\$55,000.00	\$8,250.00	\$46,750.00	9
MS-24	Prepare for Security Design & Set-Up	<ul style="list-style-type: none"> <li>• S&amp;S led workshop to educate SPWD on the steps and procedures for configuring all aspects of Solution security.</li> </ul>	44	-	\$14,650.00	\$2,197.50	\$12,452.50	10
MS-25	Functional Testing Execution	<ul style="list-style-type: none"> <li>• Functional testing has been completed successfully. All priority 0 and 1 defects will be corrected unless otherwise mutually agreed to by S&amp;S and</li> </ul>	47	47	\$55,000.00	\$8,250.00	\$46,750.00	9
MS-26	Integration Testing Execution	<ul style="list-style-type: none"> <li>• SPWD will deliver completed code for Interface Objects engaging (non S&amp;S) third party applications deemed within scope of the project (Programs that require to send/receive data interchanges with third party applications and the system). The program/executable code for each development object has been developed, successfully unit tested and delivered based on functional and technical specifications.</li> <li>• Integration testing has been completed successfully. All priority 0 and 1 defects will be corrected unless otherwise mutually agreed to by S&amp;S and</li> </ul>	48	41, 48	\$55,000.00	\$8,250.00	\$46,750.00	10
<b>BUILD PHASE TOTAL</b>					<b>\$574,650.00</b>	<b>\$86,197.50</b>	<b>\$488,452.50</b>	

MS-27	Prepare for Cutover & UAT	<ul style="list-style-type: none"> <li>• SPWD approved User Training Matrix.</li> <li>• SPWD updated Security Profile Log.</li> <li>• Cutover Plan is created, prior to Simulation, which includes tasks, assigned resources and timeframes for Mock Go-live conversion legacy data extract, conversion and balancing.</li> <li>• UAT schedule is created by SPWD prior to Simulation. It includes tasks, assigned resources and daily schedule for executing UAT activities.</li> </ul>	49	45, 46, 50	\$15,000.00	\$2,250.00	\$12,750.00	11
MS-28	Completed Simulation Conversion & Mock Cutover	<ul style="list-style-type: none"> <li>• Approved successful "Mock" Cutover execution of conversion processes and programs for the entire data-set to be converted.</li> <li>• UAT has been completed successfully. This includes: Simulated testing of the Conversion Strategy and creation of the Conversion Checklist, Updating the Cutover Checklist with final timings of each activity.</li> </ul>	51, 52	51, 52	\$65,000.00	\$9,750.00	\$55,250.00	12
MS-29	Completed Train-the-Trainer Training	• Completion of Train-the-Trainer Training conducted by S&S and confirmed by training session sign-in sheets.	53	-	\$70,000.00	\$10,500.00	\$59,500.00	9
MS-30	Executed Performance Test Plan	• Complete mutually agreed to application, database, hardware and/or network tunings needed to optimize performance within enQuesta Production	54	54	\$45,000.00	\$6,750.00	\$38,250.00	12
MS-31	Go-Live	<ul style="list-style-type: none"> <li>• Preparation of list of 0 and 1 defects to be resolved for go-live and post go-live, deliverables that need to be implemented and issues to be resolved for project close.</li> <li>• The Go-Live Cutover has been completed successfully. The S&amp;S Total Solution is in use in day-to-day operations. All components of the S&amp;S Total Solution, related third party applications, and related application databases are migrated to the Production Environment.</li> </ul>	55, 56	55, 56	\$100,000.00	\$15,000.00	\$85,000.00	13
MS-32	Hosting Setup	• Hosting Setup Fee.	56	56	\$32,400.00	\$4,860.00	\$27,540.00	13
MS-33	Final Acceptance & Transition to Support	<ul style="list-style-type: none"> <li>• S&amp;S Solution in production use for three calendar months following Go-Live.</li> <li>• S&amp;S provided post production support.</li> <li>• No open priority 0 or 1 defects, unless SPWD and S&amp;S mutually agree and remediation plan documented.</li> </ul>	57	57	\$140,000.00	\$21,000.00	\$119,000.00	16
<b>ACTIVATE PHASE TOTAL</b>					<b>\$467,400.00</b>	<b>\$70,110.00</b>	<b>\$397,290.00</b>	



SM-0	Annual Support & Maintenance	• Project/Implementation Year		\$0.00			n/a
SM-1	Annual Support & Maintenance	• Annual Support and Maintenance (year 1)*		\$153,466.75	Paid at Go Live		13
SM-2	Annual Support & Maintenance	• Annual Support and Maintenance (year 2)		\$158,055.41			23
SM-3	Annual Support & Maintenance	• Annual Support and Maintenance (year 3)		\$162,781.26			35
SM-4	Annual Support & Maintenance	• Annual Support and Maintenance (year 4)		\$167,648.42			47
SM-5	Annual Support & Maintenance	• Annual Support and Maintenance (year 5)		\$172,661.11			59
HO-0	Annual Hosting	• Project/Implementation Year		\$0.00			n/a
HO-1	Annual Hosting	• Annual Hosting (year 1)*		\$47,500.00	Paid at Go Live		13
HO-2	Annual Hosting	• Annual Hosting (year 2)		\$48,920.25			23
HO-3	Annual Hosting	• Annual Hosting (year 3)		\$50,382.97			35
HO-4	Annual Hosting	• Annual Hosting (year 4)		\$51,889.42			47
HO-5	Annual Hosting	• Annual Hosting (year 5)		\$53,440.91			59
TR	Travel (see below)	• Travel expenses (estimated as 88 trips x \$2,500 / trip)		\$220,000.00			as incurred

LI	Total License Fee			\$618,337.00		
MS	Total Services			\$2,194,700.00	\$329,205.00	\$1,865,495.00
SM	Total Support & Maintenance			\$153,466.75		
HO	Total Hosting			\$47,500.00		
TR	Total Travel			\$220,000.00		
	Tax			\$55,031.99		
	<b>PROJECT TOTAL</b>			<b>\$3,289,035.74</b>		

Software Implementation Services Agreement (Total Services & Total Travel; from above)	\$2,414,700.00	
Software License Agreement (Total License Fee & Tax; from above)	\$673,368.99	
Support and Maintenance Agreement (Total Support and Maintenance & Hosting; from above)	\$218,852.79	includes tax
<b>COMBINED</b>	<b>\$3,306,921.78</b>	

#### 1. Travel and Expense Policy

Travel expenses will be billed as they are incurred. Client shall reimburse S&S for:

- Direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking, telecommunications and airline and travel agent fees.
- A per diem rate of \$61.00 for all days and 45.75 for the first and last day of travel that includes all meal and food expenses (no receipts will be provided).
- A mileage charge based on the current Internal Revenue Service recommended rate per mile.
- All other reasonable expenses incurred in the performance of S&S's duties as preapproved by the City of Spokane.

#### 2. Hosting Fees (\* Annual Support & Maintenance not to exceed 2.99% increase each year)

- Hosting fees for the Cloud-Based solution will be invoiced on Go-Live as indicated in Schedule B (above). Hosting fees for each subsequent year will be billed 60 days in advance of the hosting renewal date.

#### 3. Maintenance Fees (\* Annual Support & Maintenance not to exceed 2.99% increase each year)

- Maintenance fees for the first year will be invoiced on Go-Live as indicated in Schedule B (above). Maintenance fees for each subsequent year will be billed 60 days in advance of the support renewal date.

**Schedule “C”**  
**Sample Form Change Order**

Change Order Request

Title			
Requested By		Submitted To	
Change Order Request #		Priority	
Requested Date		Response Required Date	
Description of Requested Change			
Justification for Change			
Impact of Not Making the Change			

Change Order Response

Response By		Submitted To	
Response Date			
Proposed Resolution			
Work Effort			

PMO Analysis

Risk / Cost if Approved	
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<b>Risk / Cost if NOT Approved</b>	
<b>Impact to Project Schedule</b>	
<b>Total Cost and Payment Terms</b>	

The above change request has been submitted, assessed and approved by the PMO Team and the Executive Sponsors. Signed Approval of this document indicates the change described may be executed as described.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer Executive Sponsor:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer Project Manager:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
S&S Executive Sponsor:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
S&S Project Manager:

**SOFTWARE LICENSE AGREEMENT**

**THIS SOFTWARE LICENSE AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”).

**BETWEEN:**

**SYSTEMS & SOFTWARE, INC.**  
 (“S&S”)

- and -

**CITY OF SPOKANE**  
 (“City”)

**RECITALS:**

1. S&S owns the Software (as defined below);
2. The City wishes to acquire a license to utilize the Software; and
3. S&S wishes to grant the City a license to utilize the Software.
4. The City and S&S agree to enter into three (3) separate agreements each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE I**  
**INTERPRETATION**

**Section 1.01 Definitions**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **“Agreement”** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to “Articles” or “Sections” mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.

- (b) **“Completion of Services”** shall have the definition ascribed to it in the Software Implementation Services Agreement.
- (c) **“Confidential Information”** means the Software and all information or material that either party treats as confidential which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.
- (d) **“Designated Computer System”** shall mean the City’s platform and operating system environment which is operating the Software.
- (e) **“Documentation”** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.
- (f) **“License”** means the license rights granted to the City pursuant to Section 2.01(a) hereof and includes both an Active Account License and a Site License.
- (g) **“Release”** means an Update and an Upgrade.
- (h) **“Required Programs”** have the meaning set out in Section 3.03.
- (i) **“Site”** means solely at the production environment described in Schedule “B” and at an unlimited number of non-production environments.
- (j) **“Software”** means the software products that are listed in Schedule “A” and includes any Update(s) or Upgrade(s) that have been provided to City. Third Party Software is not included in the definition of Software except where this License Agreement explicitly states otherwise.
- (k) **“Third Party Software”** ” means the third party software product licensed to City by the applicable licenses or as listed in Schedule “A” or as embedded as part of the Software distributed by S&S. Future Releases of the Software may require alternate third party software to be licensed by City, which will be subject to a third party license agreement between City and the relevant third party software licensor. In such case Schedule “A” shall be amended in accordance with Section 6.08 to add any such third party software and it shall be deemed “Third Party Software” for the purposes of this Agreement.
- (l) **“Update”** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or regulatory changes. An Update is designated by a

change in the digits to the right of the second decimal in the version number (for example, a change from 7.9.3.001 to 7.9.3.002).

- (m) “**Upgrade**” means a major release of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 7.9 to 8.0).
- (n) “**User**” means any employee of City or any of City’s agents who are authorized by S&S pursuant to the terms of this Agreement to have access to the Software.

#### **Section 1.02 Currency**

Unless otherwise specified, all references to amounts of money in this Agreement and the related Schedules refer to U.S. currency.

#### **Section 1.03 Schedules**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

- Schedule “A” - Description of Software
- Schedule “B” - License Fees & Payment Schedule
- Schedule “C” - Third Party Software License and Third Party Software Terms (if required)

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

## **ARTICLE II SOFTWARE LICENSES**

#### **Section 1.04 Grant of Licenses**

- (a) Subject to the terms and conditions of this Agreement including without limitation the payment of the License Fees, S&S hereby grants to the City a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System at the Site and for the number of Active Accounts specified in Schedule “B” (“License Fees and Payment Schedule”). All Releases installed by City are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software except as this License Agreement may state otherwise.
- (b) Any Software furnished by S&S in machine-readable form may be copied in whole or in part by City for use on the Designated Computer System, access to which by Users can be

from any computer terminal, whether internal to or external to City's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. City agrees that the original copy of all Software furnished by S&S and all copies thereof made by City are and at all times remain the sole property of S&S.

- (c) Any License granted under this License Agreement permits the City to use the Software for its internal business purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the City deems necessary. Access to and use of the Software by independent contractors of the City shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by S&S in advance of the independent contractors' access to the Software; S&S reserves all rights in approving such access by independent contractors. The City shall be responsible for all of the actions of and any misuse of the Software by any independent contractor.
- (d) The City may duplicate Documentation, at no additional charge, for the City's permitted uses so long as all required proprietary markings are retained on all duplicated copies.
- (e) For further clarification, the Software is licensed to the City on multiple levels. The Software is licensed on a "Current Account Volume" and "Site License" basis as set forth in Schedule "B".
- (f) A Site License permits the City to use the Software on the Designated Computer System in one (1) production environment and unlimited non-production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. City requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.
- (g) The Software is for use by the City in the current utility entity at the projected User level and the current Customer Account volume (being the current number of metered or non-metered water, wastewater, electric, gas, rental, refuse and other customers) specified in Schedule B. The parties agree that, for purposes of this Agreement, City's current account volume is considered to be **89,637** accounts (the "**Current Account Volume**"). The parties agree that, for purposes of this Agreement, the City's current number of users is **140 named users** (the "**Current Number of Users**"). City agrees that, if City expands the number of Users beyond the Current Number of Users, City shall pay an additional per User fee. The additional per User fee for the period of twelve (12) months following the Effective Date shall be as specified in Schedule B and after such date the fee shall be subject to pricing at S&S' then-current fees. City shall provide S&S with an annual report specifying the then current number of Users. S&S shall also be entitled to include an automatic script as part of the Software that audits and reports the current number of Users to S&S on a periodic basis.

- (h) As between S&S and City, S&S reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

#### **Section 1.05 Term of License**

This Agreement commences on the Effective Date. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof (the “Term”).

#### **Section 1.06 Restrictions on Use**

- (a) Without limiting the generality of Section 2.01 and in addition the other restrictions listed therein, City shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software for any purpose other than in connection with City’s primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. City shall be wholly liable to S&S for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit City to do otherwise.
- (b) The Software and related materials supplied by S&S are protected by copyright and trademark laws. The Software is licensed and may not be resold by City. Any rights not expressly granted herein are reserved. City may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by S&S.

#### **Section 1.07 Ownership of Software and Confidential Information**

- (a) The City acknowledges that the Software contains proprietary information and Confidential Information of S&S which shall, at all times, remain the property of S&S and, in addition to its obligations outlined in Section 2.03, the City agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.
- (b) The City will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) In order to assist S&S with the protection of its proprietary information and Confidential Information and to enable S&S to ensure that the City is complying with its obligations, City shall permit S&S to visit during normal business hours any premises at which the Software is used or installed and shall provide S&S with access to its Software. S&S shall provide City with reasonable notice of any such audit.

#### **Section 1.08 Ownership and Disposition of Documents**



- (a) The parties agree that no materials or documents are being created for City by S&S under this Agreement. All materials and documents which were developed or prepared by S&S for general use and which are not the copyright of any other party or publicly available, including educational materials, shall continue to be the property of S&S.

#### **Section 1.09 Third Party Software**

- (a) S&S may distribute to City Third Party Software which will be described as Third Party Software in Schedule “A”. City shall pay S&S for the Third Party Software in the amount of the purchase price(s) listed on Schedule “B, which shall be due upon execution of the Agreement.
- (b) The Third Party Software is licensed to City by the applicable licensor listed in Schedule “A” and subject to the terms and conditions of the applicable license agreement for such Third Party Software. S&S makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and S&S accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty City has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement expressly states otherwise.
- (c) The parties acknowledge that the Software may also include embedded third party software components licensed by S&S for use in the Software. The terms and conditions of Sections 3, 5.01 and 6 of this Agreement shall inure for such third party’s benefit and the license of such embedded third party software components are subject to the license and sublicense rights granted to S&S in connection with its use and distribution as part of the Software. The third party software owner retains right, title and interest in such software, including statutory enforcement rights in the event of infringement.
- (d) City agrees that it shall not permit any third party to have access to the Third Party Software during the term of this Agreement and that the restrictions as set out in Section 2.03 and the confidentiality obligations set out in Section 6.01 shall equally apply to the Third Party Software, subject to any specific permissions that are provided in the license provided by the third party licensor to the City.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

#### **Section 1.10 Warranty of Performance**

S&S warrants to the City that:

- (a) The Software will substantially perform as described in the Documentation for a period of ninety (90) days from Completion of Services if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the City has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The City’s sole recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

- (b) In the event an error is discovered in the Software outside the warranty period and the error can be reproduced by S&S, provided City has entered into a valid Support and Maintenance Agreement with S&S, S&S will make reasonable commercial efforts to provide City with a correction or suitable workaround in accordance with the terms of such Support and Maintenance Agreement. S&S reserves the right to correct any defects about which it is made aware and to produce Releases at a time of S&S's own choosing and at S&S's discretion.

#### **Section 1.11 Exclusions to Warranty**

S&S shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of S&S, including:

- (a) Where the installation, integration, modification or enhancement of the Software has not been carried out by S&S or its authorized agent, or where City has taken any action which is expressly prohibited by the Documentation or this Agreement;
- (b) Any use or combination of the Software with any software, equipment or services not supplied by or on behalf of S&S;
- (c) User error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in this Agreement;
- (d) City's failure to install a new Update which has been released to remedy an error or bug, and which S&S has stated to City is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as S&S may determine is important in its sole discretion; or
- (e) Any other event of force majeure.

#### **Section 1.12 No Other Warranties**

TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO THE CITY "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

S&S, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

S&S DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL

MEET ANY OR ALL OF THE CITY'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF S&S.

### **Section 1.13 Required Programs**

- (a) The City acknowledges that the use of the Software requires that the City obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The City agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which City is provided with commercially reasonable advance notice.
- (b) City's network and infrastructure must also be of sufficient quality, condition and repair, and the City agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance with the Software Implementation Services Agreement. If S&S determines that City's hardware is not of sufficient quality, condition and repair, S&S shall notify City in writing of the Hardware deficiencies. City will use reasonable efforts to remedy any hardware deficiencies within 30 days of notification.
- (c) City shall provide no less than 180 days' notice where the City anticipates changing any of the third party software or hardware products in use on the Designated Computer System so that S&S may assess whether the Software will function with the different software or hardware. Where S&S determines that the Software may not function with the alternative software or hardware then any upgrade by City to the software or hardware will be at City's sole risk. S&S and City may be required to enter into a Statement of Work document subject to additional fees in order to make this determination.

## **ARTICLE IV FEES AND PAYMENTS**

### **Section 1.14 Fees and Payments**

- (a) The City agrees to pay S&S total license fees detailed in Schedule "B" (the "License Fees"), which is not inclusive of any applicable taxes. The City shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.
- (b) Except for any aspect of the License Fee which is payable on the Effective Date, during the term of this License Agreement City shall have thirty (30) days after the date of the

invoice as outlined in the payment schedule in Schedule “B” to pay S&S the applicable License Fee.

## **ARTICLE V REMEDIES, LIABILITY AND INDEMNITY**

### **Section 1.15 Remedies and Liability**

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The City and S&S recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of S&S arising from this License Agreement. The parties agree that in all such circumstances the City’s remedies and S&S’s liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
  - (a) EXCEPT FOR DAMAGES ARISING OUT OF S&S’S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.03, BOTH PARTIES AGREE THAT S&S’S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO S&S BY THE CITY UNDER THIS AGREEMENT LESS A USAGE CHARGE BASED ON AN AMORTIZATION PERIOD OF FIVE YEARS.
  - (b) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
  - (c) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

### **Section 1.16 Intent**

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

### **Section 1.17 Intellectual Property Indemnity**

- (a) In the event there is a third party claim against City alleging that City's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City's jurisdiction, S&S shall, at its expense, defend and indemnify City and pay any final judgment (including all damages awarded against City) against City or settlement agreed to by S&S on City's behalf. This indemnity is only effective where (i) City has not made any admissions or begun settlement negotiations either prior to or after providing notice to S&S of the applicable claim except with S&S's prior written consent, (ii) S&S has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) City assists and provides information to S&S throughout the action or proceeding, and (iv) City has not modified the Software in any manner whatsoever except with the prior written consent of S&S.
- (b) S&S' liability for any claims under this Section 5.03 shall be reduced to the extent such claim arises from (i) alterations or modifications to the Software by City or a third party in any manner whatsoever except with the prior written consent of S&S; (ii) combination, integration or use of the Software with software, hardware or other materials not approved by S&S where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software other than in compliance with this Agreement; (v) compliance with the City's written instructions or specifications; or (vi) use of the Software after notice from S&S that it should cease due to possible infringement.
- (c) Any breach by City of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of S&S to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the City's use of the Software is finally held to be infringing or S&S deems that it may be held to be infringing, City agrees that the only remedy available to it is that S&S shall be, at S&S's election, for S&S to: (i) procure for the City the right to continue use of the Software; or (ii) modify or replace the Software so that it becomes non-infringing.
- (d) The foregoing states S&S's entire liability, and the City's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.
- (e) City may, at City's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement

conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

- (f) The indemnity provisions of this Section 5.03 shall not apply to Third Party Software and S&S shall have the right to substitute the licensor of the Third Party Software to perform S&S's obligations hereunder and the City agrees to release S&S from any obligations related to such Third Party Software.

### **Section 1.18 Remedies**

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of S&S arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

## **ARTICLE VI GENERAL**

### **Section 1.19 Confidentiality**

- (a) Duty Owed to the City -- S&S acknowledges that it may receive information from the City or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City or through the fault of the City, S&S agrees:
  - (a) To maintain this information in confidence;
  - (b) Not to use this information other than in the course of this License Agreement;
  - (c) Not to disclose or release such information;
  - (d) Not to disclose or release such information to any third person without the prior written consent of the City, except for authorized employees or agents of S&S; and
  - (e) To take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with S&S, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the City.
- (b) Duty Owed to S&S -- The parties agree that if the City breaches any term of Section 2.03 or Section 2.04 then S&S shall have the right to terminate this Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

### **Section 1.20 Termination**

- (a) If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon

receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to (i) issue a written notice disputing the alleged default within such thirty (30) day period; or (ii) to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate this Agreement effective upon written notice to the other party to that effect.

- (b) If City has failed to pay the license fees in accordance with Article IV then S&S shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to City.

Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

#### **Section 1.21 Procedure on Termination**

- (a) If this Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the City shall either return to S&S or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the City, that all copies of the Software or any part thereof, in any form, within the possession or control of the City have either been returned to S&S or deleted.
- (b) If this Agreement is terminated following the Completion of Services, then the City may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the City will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the City as set out in Article II.
- (c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.
- (d) The following sections and articles shall survive the termination of this Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

#### **Section 1.22 Mediation**

Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing

a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

### **Section 1.23 Addresses for Notice**

All notices, demands, and requests, required to be given under this Support and Maintenance Agreement by either party to the other shall be in writing and delivered by hand, or by registered or certified mail, postage prepaid, to the respective parties at the following addresses, or to such other address as may be given by a party to the other pursuant hereto:

SYSTEMS & SOFTWARE, INC.

10 East Allen St, Suite 201  
Winooski, VT 05404  
Attention: Executive Vice President  
Telephone: (802) 865-1170

and in the case of the City, to:

City of Spokane  
808 W Spokane Falls Blvd, Spokane, WA 99201  
Attention: IT Admin, [itadmin@spokanecity.org](mailto:itadmin@spokanecity.org)

Notice shall be deemed to have been given upon receipt thereof as to communications that are delivered by hand, or by registered or certified mail, and as to communications made by United States mail, on the third (3rd) day after mailing.

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

### **Section 1.24 Assignment**

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to



the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns

#### **Section 1.25 Reorganizations**

The City acknowledges that the License Fee set out in this License Agreement has been established on the basis of the structure of the City as of the Effective Date. To the extent that the City amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a “Reorganization”), and the resulting entity (whether or not the City is the resulting or continuing entity) requires additional Licenses to add additional Active Accounts or sites, S&S shall be entitled to receive, and the City shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the City undergoes a Reorganization involving only other Reorganizations that have already have a valid License to use the same Software. For purposes of this Agreement, any corporate changes undergone by the City will be characterized as either an assignment, in which case Section 6.06 will apply, or a Re-Organization, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

#### **Section 1.26 Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter. No other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of S&S by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. However, the parties agree that two other agreements are being entered into concurrently with this Agreement which are in addition to any of the third party agreements detailed herein. These two other agreements are the Support and Maintenance Agreement and the Software Implementation Services Agreement, each of which are separate agreements and are binding in their own right and upon their own terms. The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the City in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by S&S, with such provisions being deemed deleted.

#### **Section 1.27 Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

#### **Section 1.28 Governing Law**

This Agreement shall be governed by the laws of the State in which City is located. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

### **Section 1.29 Trial by Jury**

City and S&S hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of S&S in connection therewith or contemplated thereby.

### **Section 1.30 Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

### **Section 1.31 Waiver**

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

### **Section 1.32 Counterparts**

This Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

### **Section 1.33 Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

### **Section 1.34 Allocation of Risk**

City acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between City and S&S and set forth an allocation of risk reflected in the fees and payments due hereunder.

### **Section 1.35 Relationship**

The parties are and shall at all times remain, independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any

purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

### **Section 1.36 U.S. Government End-Users**

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of S&S for the purposes of the Freedom of Information Act; (iii) is “commercial computer software” subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to S&S or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is Systems & Software, Inc., 10 East Allen St, Suite 201, Winooski, Vermont 05404.

### **Section 1.37 Equitable Relief**

City acknowledges and agrees that it would be difficult to compute the monetary loss to S&S arising from a breach or threatened breach of this Agreement and that, accordingly, S&S will be entitled to specific performance, injunctive or other equitable relief in addition to, or instead of monetary damages in the event of a breach or threatened breach of this Agreement by City.

### **Section 1.38 Force Majeure**

No default, delay or failure to perform on the part of S&S shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

### **Section 1.39 Survival**

The following sections and articles shall survive the termination or expiration of this Agreement: Section 1.01, Section 1.02, Section 2.03, Section 2.04, Section 2.05, Section 2.06, 3, Section 3.04, Section 5.01, Article IV and Article VI and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

**SYSTEMS & SOFTWARE, INC.**

Per: \_\_\_\_\_  
Name:  
Title

**CITY OF SPOKANE**

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule "A"**  
**Description of Software**

**Software Provided by S&S**

Software Provided by S&S	Description of License
enQuesta	enQuesta suite as described in Sction 1.4 of SOW
enQuesta Mobile Lite	Basic Mobile Work Management Solution
Capricorn CSS	Base Capriocrn Web Self-Service Solution
enQuestaLink MWM	Mobile Work Management integrated with enQuesta
enQuesta Analytics Software	Provides ability to generate ad-hoc reports and dashboard.
Third Party Software	Description of License
N/A	N/A

**Required Programs:**

**Schedule “B”**  
**License Fees and Payment Schedule**

**Payment Schedule:**

License Fees – Due on contract signing .....\$ 618,337

**Schedule “C”**

**Third Party Software Licenses and Third Party Software Terms**

N/A

**SUPPORT AND MAINTENANCE AGREEMENT**

**THIS SUPPORT AND MAINTENANCE AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Start Date”).

**BETWEEN:**

**SYSTEMS & SOFTWARE, INC.**  
 (“S&S”)

- and -

**CITY OF SPOKANE**  
 (“City”)

**RECITALS**

1. S&S owns the Software which has been licensed to City pursuant to a Software License Agreement dated [DATE];
2. The City wishes to receive support and maintenance services related to the Software;
3. S&S shall provide the support and maintenance services related to the Software;

**NOW THEREFORE**, in consideration of the mutual covenants set out in this support and maintenance agreement (the “Support and Maintenance Agreement”) and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the “License Agreement”).
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between S&S and City.
3. S&S shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Schedule C hereto and which are in effect as of the Start Date (as defined below), as such services may, at S&S’s sole discretion, be modified or supplemented from time to time. To enable S&S to provide effective support, the City will establish auto remote access procedures compatible with S&S’s then current practices, which may be revised over time.
4. The provision of support services under this Support and Maintenance Agreement shall start on the Start Date.



5. In consideration for the support services specified in this Support and Maintenance Agreement, City shall pay the "Support and Maintenance Fee" as detailed in Schedule B below. The Support and Maintenance Fee will be billed annually in advance beginning on the scheduled Go-Live date and thereafter on the anniversary of the scheduled Go-Live date or on an alternative date mutually agreed to by both parties. If the City would like to match the invoicing of the Support and Maintenance Fee to its fiscal year or any other period, it may request, during the initial term of this Support and Maintenance Agreement that S&S issue a prorated invoice for the portion remaining during the initial term. S&S may change the Support and Maintenance Fee from time to time in relation to each renewal term but City shall only be billed once per year. In addition to the above, where City purchases additional or different licenses related to the S&S Software, additional Support and Maintenance Fees may be charged by S&S at the time of purchase of such software license(s) and incorporate such increase(s) in any subsequent Support and Maintenance Fee payments previously agreed to.
6. In addition to the Support and Maintenance Fee, City shall reimburse S&S for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:
  - (a) courier services, photocopying, faxing, long distance phone calls and reproduction services,
  - (b) all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; a per diem rate of \$61.00 per day/\$45.75 per day that includes all meal, food and telecommunications expenses (no receipts will be provided); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile,
  - (c) and all other reasonable direct expenses incurred in the performance of S&S's duties hereunder.

S&S may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of S&S.
7. S&S shall supply all maintenance Releases to City at no additional charge other than the payment of the Support and Maintenance Fee.
8. Upgrades are defined as major new versions of the Software or subversions supplying new functionality. Upgrades may require additional services to be performed by S&S outside of the scope of those services provided by S&S under this Support and Maintenance Agreement including professional services for the installation and implementation of the Upgrade and additional training that will be subject to S&S's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.
9. Updates are defined as minor code updates to the Software, such as providing bug fixes or minor modifications. All Updates of the Software will be made available to City at no additional charge other than the payment of the Support and Maintenance Fee.

10. S&S shall not be required to perform corrective maintenance as part of its Support and Maintenance Services with respect to Software malfunctions caused by:
  - (a) City's modifications to the Software unless performed at the direction of S&S;
  - (b) City's failure to use updates, enhancements or program error corrections;
  - (c) Failure to use the Software in accordance with this Agreement; or
  - (d) Actions beyond S&S' reasonable span of control with respect to City's actions which alter the turnkey implementation environment, or cause hardware or Third Party Software malfunctions.
11. In the event City requests document, reporting and/or interface creation or changes, S&S will be entitled to increase the Support and Maintenance Fee by no less than twenty-five percent (25%) per request per year going forward in order to allow S&S to maintain these changes through each Release of the Software.
12. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. S&S shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax S&S may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by City and such sums shall be due and payable to S&S upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by City. The City shall be responsible for the payment of any applicable duties and sales/consumption taxes.
13. The initial term of this Support and Maintenance Agreement shall be for one (1) year beginning on the Start Date. Thereafter, this Support and Maintenance Agreement shall automatically renew on an annual basis for additional one (1) terms, unless terminated by either party upon giving to the other not less than one hundred and twenty (120) days' notice in writing prior to the end of the initial term or any subsequent renewal term. City shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the City is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by City shall not affect the License or the Software License Agreement. S&S shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. City acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.
14. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by S&S in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with S&S, and City shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

15. S&S shall have the right to terminate this Support and Maintenance Agreement immediately if City attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a ReCity, without complying with the License Agreement.
16. In the event City fails to pay all or any portion of an invoice on or before sixty (60) days after the date it becomes due, S&S shall have the option to suspend or terminate this Support and Maintenance Agreement. Suspension or termination shall not relieve the City of its obligation to pay its outstanding invoices, including any applicable late charges. City will be required to pay S&S the entire Support and Maintenance Fees for the period of suspension prior to reinstatement of support and maintenance services.
17. All notices, demands, and requests, required to be given under this Support and Maintenance Agreement by either party to the other shall be in writing and delivered by hand, or by registered or certified mail, postage prepaid, to the respective parties at the following addresses, or to such other address as may be given by a party to the other pursuant hereto:

SYSTEMS & SOFTWARE, INC.  
10 East Allen St, Suite 201  
Winooski, VT 05404  
Attention: Executive Vice President  
Telephone: (802) 865-1170

and in the case of the City, to:

City of Spokane  
808 W Spokane Falls Blvd, Spokane, WA 99201  
Attention: IT Admin, [itadmin@spokanecity.org](mailto:itadmin@spokanecity.org)

Notice shall be deemed to have been given upon receipt thereof as to communications that are delivered by hand, or by registered or certified mail, and as to communications made by United States mail, on the third (3rd) day after mailing.

18. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision or the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
19. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by City.
20. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither City nor S&S shall divulge any of its provisions as set

forth herein to any third party except as may be required by law. The City is required to comply with the Washington State Public Records Act.

21.
  - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
  - (b) The City and S&S recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of S&S arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the City's remedies and S&S's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
  - (c) THE AGGREGATE LIABILITY OF S&S TO CITY FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE CITY TO S&S UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
  - (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF CONTRACT, RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
19. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

20. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of S&S arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
21. The City may, at City's option and expense, enter into an escrow arrangement with S&S. Upon the City's request:
  - (i) City shall be presented with the standard escrow beneficiary enrollment document for participation in S&S's source code escrow arrangement with an escrow agent (the "Escrow Arrangement").
  - (ii) By entering into this Escrow Arrangement, the City shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".
22. This Support and Maintenance Agreement shall be governed by the laws of the State in which City is located.
23. This Support and Maintenance Agreement may not be assigned by the City unless, concurrently with any such assignment, the City assigns its rights under, and complies with the provisions of the License Agreement.
24. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and ensure to the benefit of the successors and permitted assigns of the parties.
25. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
26. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

**SYSTEMS & SOFTWARE, INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**CITY OF SPOKANE**

Per: \_\_\_\_\_  
Name:  
Title:

## **Schedule “A”**

### **Escrow Terms**

Where the City has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

- (a) S&S and Lincoln-Parry (the “**Escrow Agent**”) have entered into an escrow agreement (the “**Escrow Agreement**”). The Source Code is provided by S&S to the Escrow Agent pursuant to the terms of this Agreement. The City has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the City has completed the Escrow Arrangement document. S&S agrees that if an “Event of Default” occurs, then the City shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if S&S: (1) ceases to market or make available maintenance or support services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and S&S has not promptly cured such failure despite the City’s demand that S&S make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of S&S set forth in this Agreement.
- (c) S&S will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the City.
- (e) The termination of the Support and Maintenance Agreement shall immediately end the City’s rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.
- (f) This Schedule “A” shall form part of the Support and Maintenance Agreement only where an Escrow Arrangement is entered into by the parties. The Escrow

Agreement provides that either the Escrow Agent or S&S will annually send notices to the City of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by S&S for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.



**Schedule B**  
**Annual Support and Maintenance Fee**

Year 1 Support and Maintenance Fees due upon go-live: \$ 200,966.75

**Schedule C**  
**S&S Support Program General Guidelines**

*[Under Separate Cover]*

**From:** [Bell, Carrie](#)  
**To:** [McCarrey, Shelley](#)  
**Subject:** RE: [EXTERNAL] Confirmation of Payment  
**Date:** Tuesday, April 30, 2019 8:29:42 AM  
**Attachments:** [image003.png](#)  
[image006.png](#)  
[Washington Business License.pdf](#)

Hello again, Shelley.

The business license you'd asked me to check was UBI # 601 715 987—[Systems & Software Services, Inc.](#), based out of Barrington, IL and governing people Joan, Terri, and Willard Mullins. I found there is a different [UBI # 604 404 683--System & Software, Inc.](#), based out of Winooski, VT, and governing people Jeff Bender and Todd Richardson, which does show that they paid for the license, which shows in the *Business Licensing Service's* "Open Tasks" section, which is where it will be for a few days after the application or renewal until BLS processes the payment. It does show that they paid for the Spokane registration + Spokane employees, so they're good. So, it's a matter of having the correct account. It can be confusing when different businesses have the same or similar names. 😊

Endorsements							
Endorsement Type	ETP Id	Fee Category	Begin	End	Quantity	Fee	Override Fee
Spokane General Business - Non-Reside	0882	Origination	Apr-29-2019	Apr-30-2020	1	117.00	<input type="checkbox"/>
Tax Registration	0135	Origination	Apr-01-2019		1	0.00	<input type="checkbox"/>
2 Rows						117.00	

Fees							
Fee Type	ETP Id	Fee Category	Begin	End	Quantity	Fee	Override Fee
Spokane Employee	0800	Origination	Apr-29-2019		8	120.00	<input type="checkbox"/>
BLS Processing Fee	0727	Origination	Apr-01-2019		1	19.00	<input type="checkbox"/>
2 Rows						139.00	

<b>Grand Total:</b>						256.00	
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Carrie

**From:** McCarrey, Shelley  
**Sent:** Tuesday, April 30, 2019 8:04 AM  
**To:** Bell, Carrie  
**Subject:** FW: [EXTERNAL] Confirmation of Payment

Hi, Carrie –

Systems & Software has provided the screen shot below that appears like they applied for a Spokane Endorsement for their business license. Do you see this on your end too?

Thanks for your help!

Shelley

**From:** Runkel, Jeff <[jrunkel@spokanecity.org](mailto:jrunkel@spokanecity.org)>  
**Sent:** Tuesday, April 30, 2019 6:49 AM  
**To:** McCarrey, Shelley <[smccarrey@spokanecity.org](mailto:smccarrey@spokanecity.org)>; Lund, Peggy <[klund@spokanecity.org](mailto:klund@spokanecity.org)>  
**Subject:** FW: [EXTERNAL] Confirmation of Payment

Hi Shelley,

Below is what I got back from S&S. Looks like they applied for a Spokane endorsement, but it isn't being reflected on their business license. Any thoughts?

Thanks,

Jeff Runkel

**From:** Kyle Rainey <[KRainey@harriscomputer.com](mailto:KRainey@harriscomputer.com)>  
**Sent:** Tuesday, April 30, 2019 6:41 AM  
**To:** Runkel, Jeff <[jrunkel@spokanecity.org](mailto:jrunkel@spokanecity.org)>  
**Cc:** Kyle Rainey <[KRainey@harriscomputer.com](mailto:KRainey@harriscomputer.com)>  
**Subject:** FW: [EXTERNAL] Confirmation of Payment

Hi Jeff, I checked with Finance this morning as we did check the box for additional endorsement for Spokane when we submitted our Business license application. In looking at the status it says "in review" so maybe it has just not gone through yet and been finalized. Can you check on your end to see if that is the case. Maybe we

need to have your finance person talk to ours if we still are not registered. Kyle

**Kyle Rainey**  
Regional Vice President, Sales & Marketing  
P:  
M: 612-670-6191  
E: [KRainey@harriscomputer.com](mailto:KRainey@harriscomputer.com)



10 E Allen Street  
Suite 201  
Winooski, VT 05404  
[www.ssi.vt.com](http://www.ssi.vt.com)

This message has been sent on behalf of a company that is part of the Harris Operating Group of Constellation Software Inc. These companies are listed [here](#).  
If you prefer not to be contacted by Harris Operating Group [please notify us](#).

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.

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**From:** Andrew Gordon [<mailto:AGordon@harriscomputer.com>]  
**Sent:** Tuesday, April 30, 2019 7:51 AM  
**To:** Kyle Rainey <[KRainey@harriscomputer.com](mailto:KRainey@harriscomputer.com)>  
**Subject:** RE: [EXTERNAL] Confirmation of Payment

Hi Kyle,

In the submission I did, I had selected Spokane as an additional endorsement and the fee I was charged included additional fees for Spokane? See screen shots below from the application. This is still "in review" in the status, so maybe they can't see it cause it hasn't been finalized?

Can you follow up with them? I don't want to duplicate something...

Thanks,  
Andrew

Endorsement/Fee Overview				
Endorsements				
Endorsement Type	Begin	End	Quantity	Fee
Spokane General Business - Non-Resident	Apr-29-2019	Apr-30-2020	1	117.00
Tax Registration	Apr-01-2019		1	0.00
2 Rows				117.00
Fees				
Fee Type	Begin	End	Quantity	Fee
Spokane Employee	Apr-29-2019		8	120.00
BLS Processing Fee	Apr-01-2019		1	19.00
2 Rows				139.00
Grand Total:				256.00

## CITY LICENSE

### City Selection

Are you inside the city limits of WINOOSKI?

☐ Yes

☐ No

Will you be travelling to do business in a city other than the one you are located in?

☐ Yes

☐ No

### City Selection

Select each city where you'll be doing business. For cities not listed, [contact the city](#) directly for more information.

For cities without a link, you already have an endorsement for the city, or you don't need one if your business is based outside city limits.

### Available Cities

[Filter](#)

☒ Spokane

---

**From:** Kyle Rainey <[KRainey@harriscomputer.com](mailto:KRainey@harriscomputer.com)>  
**Sent:** April 29, 2019 5:19 PM  
**To:** Andrew Gordon <[AGordon@harriscomputer.com](mailto:AGordon@harriscomputer.com)>  
**Subject:** FW: [EXTERNAL] Confirmation of Payment

Hi Andrew...can you add the city endorsement that Spokane needs..they give us the information needed in the attachment above. Thanks, Kyle

---

**From:** Runkel, Jeff [<mailto:jrunkel@spokanecity.org>]

**Sent:** Monday, April 29, 2019 4:13 PM  
**To:** Kyle Rainey <[KRainey@harriscomputer.com](mailto:KRainey@harriscomputer.com)>  
**Subject:** FW: [EXTERNAL] Confirmation of Payment

Kyle,

Looks like you don't have the City of Spokane endorsement after all. Please see Shelley's comments below. Also, she attached the information that you need.

Thanks,

Jeff Runkel

---

**From:** McCarrey, Shelley <[smccarrey@spokanecity.org](mailto:smccarrey@spokanecity.org)>  
**Sent:** Monday, April 29, 2019 2:11 PM  
**To:** Runkel, Jeff <[jrunkel@spokanecity.org](mailto:jrunkel@spokanecity.org)>; Lund, Peggy <[klund@spokanecity.org](mailto:klund@spokanecity.org)>  
**Subject:** RE: [EXTERNAL] Confirmation of Payment

Jeff,

I looked up the license for Systems & Software and although they have a Washington State Business License, it does not have a City of Spokane endorsement. I even checked with our Taxes & Licenses team just to verify.

The attached doc will show them how to add the endorsement.

Thanks,  
Shelley

---

**From:** Runkel, Jeff <[jrunkel@spokanecity.org](mailto:jrunkel@spokanecity.org)>  
**Sent:** Monday, April 29, 2019 7:02 AM  
**To:** McCarrey, Shelley <[smccarrey@spokanecity.org](mailto:smccarrey@spokanecity.org)>; Lund, Peggy <[klund@spokanecity.org](mailto:klund@spokanecity.org)>  
**Subject:** FW: [EXTERNAL] Confirmation of Payment

Shelley,

Below is the business license information from Systems and Software. Is this what you were looking for?

Thanks,

Jeff Runkel

---

**From:** Kyle Rainey <[KRainey@harriscomputer.com](mailto:KRainey@harriscomputer.com)>  
**Sent:** Monday, April 29, 2019 6:49 AM  
**To:** Runkel, Jeff <[jrunkel@spokanecity.org](mailto:jrunkel@spokanecity.org)>  
**Cc:** Kyle Rainey <[KRainey@harriscomputer.com](mailto:KRainey@harriscomputer.com)>  
**Subject:** FW: [EXTERNAL] Confirmation of Payment

Hi Jeff, Here is Confirmation of the Business license for the state of Washington that you had asked for. I am working on the W-9 and ACH form and our legal is reviewing the contract and I should have her feedback today. Thanks, Kyle

Hi Kyle,

Below is confirmation of the payment of the business license for Spokane.

Thanks,  
Andrew

---

**From:** Official Payments - Customer Service <[CustomerService@officialpayments.com](mailto:CustomerService@officialpayments.com)>  
**Sent:** April 29, 2019 9:22 AM  
**To:** Andrew Gordon <[AGordon@harriscomputer.com](mailto:AGordon@harriscomputer.com)>  
**Subject:** [EXTERNAL] Confirmation of Payment

Dear Official Payments Customer:

Thank you for your payment. Your card was charged \$262.40 on 04-29-2019. Your payment of \$256.00 was sent to Washington State Department of Revenue. The fee of \$6.40 was sent to Official Payments Corporation. Your confirmation number is 247677501. This will appear on your credit card statement as WA Dept. of Revenue.

To check the status of your payment, visit the Official Payments Corporation Web site at [https://www.officialpayments.com/pc\\_paym.jsp](https://www.officialpayments.com/pc_paym.jsp). Please be prepared to provide your e-mail address [agordon@harriscomputer.com](mailto:agordon@harriscomputer.com) and one of the following two items:

-Your confirmation number: 247677501

OR

-The last four digits of the card you used for payment: 1006

To become a registered user of Official Payments Corporation, enabling you to access your complete tax and fee payment history, visit our Web site at [https://www.officialpayments.com/pc\\_sign.jsp](https://www.officialpayments.com/pc_sign.jsp).

Customer Service

Official Payments  
Corporation

Questions? Call toll-free 1-800-487-4567.

PRODUCER	Serial # 183797 <b>WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY</b> <b>100 KING STREET WEST, SUITE 4700</b> <b>TORONTO, ON M5X 1E4 CANADA</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED	CONSTELLATION SOFTWARE INC. AND SYSTEMS & SOFTWARE, INC. 10 E ALLEN STREET SUITE 201 WINOOSKI, VT 05404	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: FEDERAL INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B: CHUBB INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: FEDERAL INSURANCE COMPANY		INSURER B: CHUBB INSURANCE COMPANY		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC#													
INSURER A: FEDERAL INSURANCE COMPANY														
INSURER B: CHUBB INSURANCE COMPANY														
INSURER C:														
INSURER D:														
INSURER E:														

## COVERAGES

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	99504839	09/27/2018	09/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 TENANTS LEGAL LIABILITY 1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED	73600397	09/27/2018	09/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	78183369	09/27/2018	09/27/2019	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000 \$ \$
B		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7176-4342	09/27/2018	09/27/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A		<b>OTHER</b> <b>PROFESSIONAL LIABILITY AND TECHNOLOGY E&amp;O</b>	99504839	09/27/2018	09/27/2019	\$ 5,000,000 PER CLAIM & IN THE AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

## EVIDENCE OF INSURANCE

## CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



<b>Agenda Sheet for City Council Meeting of*</b> 05/20/2019 <input type="text"/> Briefing date: 05/13/2019 Status: <input type="text"/>		<input checked="" type="radio"/> Date Rec'd <small>(Clerk use only)</small>	5/10/2019
		<input checked="" type="radio"/> Clerk's File #	ORD C35775
		<input checked="" type="radio"/> Renewals #	
		<input checked="" type="radio"/> Cross Ref #	
<b>Submitting Dept*:</b> PUBLIC WORKS <input type="text"/>		<input checked="" type="radio"/> Project #	
<b>Contact Name &amp; Phone*:</b> LOUIS MEULER 625-6096		<input checked="" type="radio"/> Bid #	
<input checked="" type="radio"/> Contact E-Mail* LMEULER@SPOKANECITY.ORG		<input checked="" type="radio"/> Requisition #	
<input checked="" type="radio"/> Add'l Docs Attached? <input checked="" type="checkbox"/> Emergency Ordinance <input type="text"/>			
<b>Agenda Item Name:</b> Begin with Dept # - 0650 - EMERGENCY ORDINANCE AMENDING STREET VACATION			
<b>Agenda Wording*:</b> (144 character max) <input type="checkbox"/> Additional attached? Emergency Ordinance amending street vacation ordinance C21386 removing utility easements no longer needed.			
<b>Summary (Background)*:</b> (187 character max.) <input type="checkbox"/> Additional attached? Amending these ordinances will remove utility easements that no longer needed. An Emergency Ordinance allows for a shorter ordinance effective date to facilitate a property exchange between WSDOT and BNSF Railway to facilitate the construction timeline and minimize disruption to the City's transportation system.			
<b>Fiscal Impact</b> Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input checked="" type="radio"/> No <input type="radio"/>		<b>Budget Account</b> <input type="checkbox"/> Additional attached?	
Neutral <input type="text"/> \$	<input type="text"/>	#	<input type="text"/>
Select <input type="text"/> \$	<input type="text"/>	#	<input type="text"/>
Select <input type="text"/> \$	<input type="text"/>	#	<input type="text"/>
Select <input type="text"/> \$	<input type="text"/>	#	<input type="text"/>
<b>Approvals</b>		<b>Council Notifications (Date)</b> <input type="checkbox"/> None	
Dept Head	<input type="text"/>	Study Session	<input type="text"/>
Division Director	<input type="text"/>	Other	Urban Experience 5/13/19
Finance	<input type="text"/>	<input checked="" type="radio"/> Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal	<input type="text"/>	<input type="text"/>	
For the Mayor	<input type="text"/>	<input type="text"/>	
<b>Additional Approvals</b>		<input type="text"/>	
Purchasing	<input type="text"/>	<input type="text"/>	
Select Dept 1 <input type="text"/>	<input type="text"/>	<input type="text"/>	
Select Dept 2 <input type="text"/>	<input type="text"/>	<input type="text"/>	
Select Dept 3 <input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="button" value="Save"/> <input type="button" value="Cancel"/>			
<b>Council Action Log (Name/Action/Date):</b>			



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Business & Development / Planning and Developer Services
<b>Subject:</b>	Emergency Ordinance amending street vacation ordinance C21386 removing utility easements no longer needed
<b>Date:</b>	May 13, 2019
<b>Author (email &amp; phone):</b>	Louis Meuler ( <a href="mailto:lmeuler@spokanecity.org">lmeuler@spokanecity.org</a> , 625-6096)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience / Public Infrastructure
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Washington State Connecting Washington Transportation Funding Package Washington State North Spokane Corridor Project Website: <a href="http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm">http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/default.htm</a> and <a href="http://www.NSCPlace.com">www.NSCPlace.com</a>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of emergency ordinances amending an old street vacation ordinance (C21386) removing easements no longer needed.
<b>Background/History:</b> Amending these ordinances will remove utility easements that no longer needed.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>An Emergency Ordinance allows for a shorter ordinance effective date to facilitate a property exchange between WSDOT and BNSF Railway to facilitate the construction timeline and minimize disruption to the City's transportation system.</i></li> </ul>	
<b>Budget Impact:</b> None Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6500

## ORDINANCE NO. C35775

An ordinance amending ordinance C21386 removing easements that are no longer needed and declaring an emergency.

WHEREAS, it is necessary for the City to adopt this ordinance as an emergency ordinance to enable it to be effective immediately upon passage to limit disruption to the City arterial system; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by removing the easement listed below; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Rich Avenue from the east line of Market Street to the west line of the Burlington Northern, Inc., right of way, in the City of Spokane, Washington, be, and the same is hereby vacated, ~~subject to the following condition:~~

~~Reservations for existing public and private utilities.~~

Section 2. ~~This ordinance shall take effect and be in force thirty days from and after its passage.~~ Emergency Ordinance. The City Council finds that this ordinance, passed by a majority plus one of the whole membership of the City Council as an emergency ordinance is necessary for the public health, safety and welfare and for the immediate support of City government and its existing public institutions, and shall be effective 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:**

04/22/2019

<u>Date Rec'd</u>	4/11/2019
<u>Clerk's File #</u>	ORD C35762
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	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.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	Urban Experience 10/8/18
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	ejohnson@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	ebrown@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<u>Purchasing</u>		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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

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

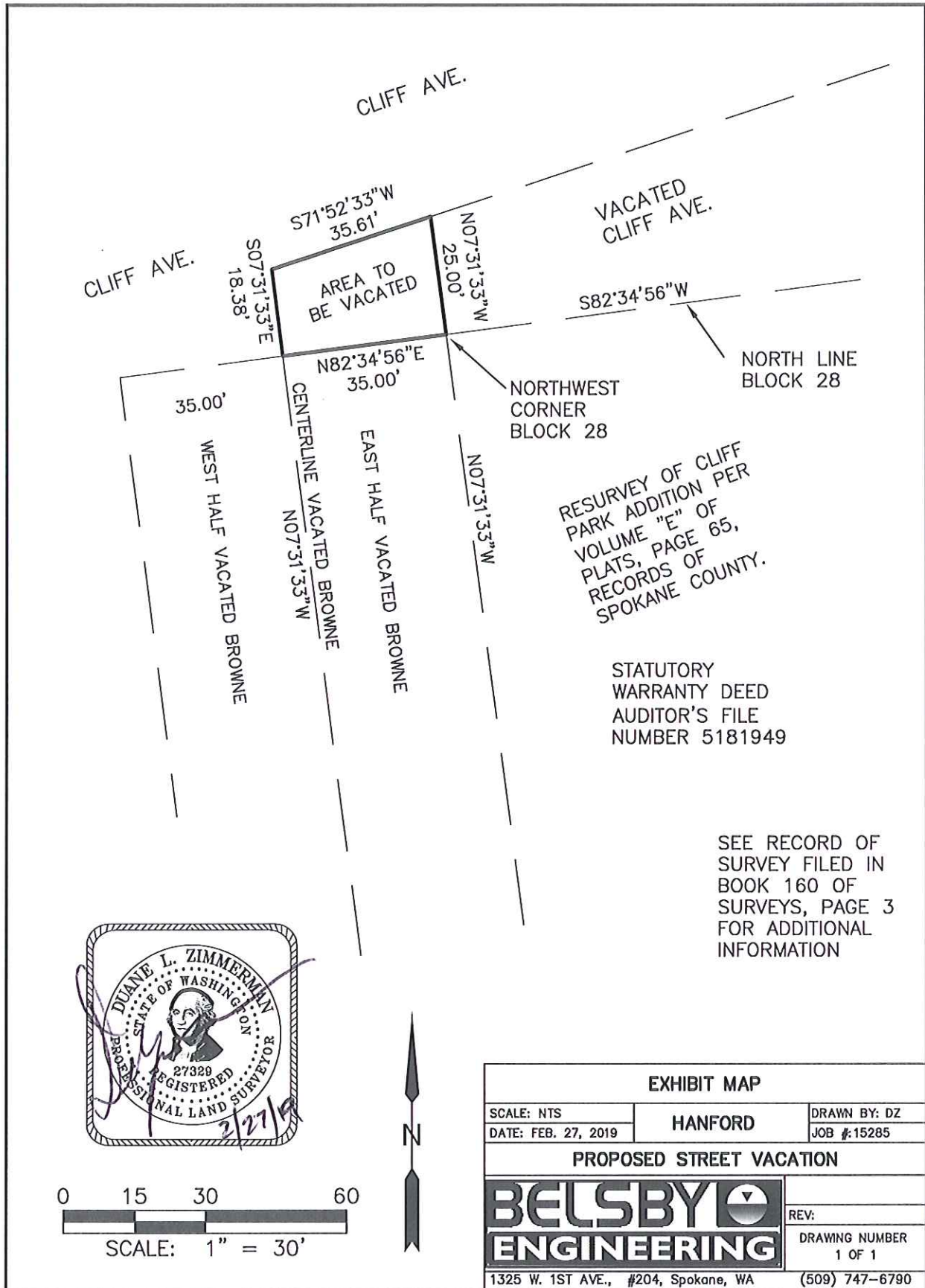
**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

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









# P1805105VACA



**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.



**Agenda Sheet for City Council Meeting of:**

05/20/2019

Date Rec'd

5/8/2019

Clerk's File #

ORD C35774

Renews #

Submitting Dept

CITY COUNCIL

Cross Ref #

Contact Name/Phone

LORI KINNEAR 6256269

Project #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 USE OF CITY-AUTHORIZED UTILITY VEHICLES ON PUBLIC PROPERTY

Agenda Wording

AN ORDINANCE relating to the use of City-Authorized Utility Vehicles on public property under the city's jurisdiction for health and safety purposes; and adopting a new chapter 16A.65 of the Spokane Municipal Code.

Summary (Background)

This ordinance authorizes utility vehicles to be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes, including incidental use on city streets as necessary to access public property. It prohibits the unauthorized use of a utility vehicle on public property within the city limits and designates the violation as a class 1 civil infraction.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PSC - 5/6

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

mmuramatsu@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jfraley@spokanecity.org

Additional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance also allows the Chief of Police and the Director of Parks to grant authorization to operate a utility vehicle on public property.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#

Distribution List




## ORDINANCE NO. C35774

AN ORDINANCE relating to the use of City-Authorized Utility Vehicles on public property under the city's jurisdiction for health and safety purposes; and adopting a new chapter 16A.65 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 16A.65 SMC to read as follows:

### **Chapter 16A.65 Use of City-Authorized Utility Vehicles on Public Property**

#### **16A.65.010 Definitions**

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Authorized Use" means the use of a utility vehicle that is city-owned or authorized and by someone who is authorized to operate the vehicle for a purpose described in SMC 16A.65.020(A).
- B. "Authorized Personnel" means persons authorized to operate utility vehicles on public property and includes designated employees of the police and parks departments as well as agents of any other public or entity designated by, or contracting with, the City for the maintenance of public properties.
- C. "Incidental Use" means very limited use of the utility vehicle on city streets, including entering the roadway, crossing a street, and otherwise traveling on a public right of way for the brief period necessary to access public property and, where authorized, to plow snow and ice from crosswalks.
- D. "Public Property" means city parks, trails, conservation lands, natural areas, properties owned by the city or used for city business, public parking lots and public sidewalks within the city limits. Public property does not include public streets, roads or highways.
- E. "City-Authorized Utility Vehicle" means a small motorized four-wheel off road vehicle owned or authorized by the City and used to carry out specific tasks, such as those related to park security, law enforcement or emergency management. Utility vehicles do not include golf carts, motorized personal transportation devices, bicycles or other non-motorized vehicles as defined in SMC 16A.61.787(E).
- F. "Unauthorized Use" means the use of a utility vehicle that is not owned or authorized by the City, or the use of a utility vehicle by a person who is not authorized to operate it on public property within the city limits.

### **16A.65.020 Use of City-Authorized Utility Vehicles on Public Property**

City-owned or authorized utility vehicles may be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes. Incidental use of city-owned or authorized utility vehicles on city streets and roadways by authorized personnel is permitted as necessary to accomplish the purpose of accessing public property.

### **16A.65.030 – Who Grants Authorization to Operate Utility Vehicles**

The Chief of Police or his designee and the Director of Parks and Recreation or his designee may grant authorization to operate a utility vehicle on public property consistent with this chapter. Authorization may be conditioned upon appropriate training in the safe operation of the utility vehicle.

### **16A.65.040 Unauthorized Use – Penalty**

Unauthorized use of a utility vehicle on public property within the city limits is prohibited. A violation a class 1 civil infraction.

### **16A.65.050 Registration, Licensing and Equipment Requirements**

- A. Authorized utility vehicles used in accordance with this chapter must meet registration and decal requirements as set forth in Chapter 46.09 RCW unless subject to the exemptions in RCW 46.09.420.
- B. Authorized personnel must obtain a valid Washington driver's license prior to operating a city-authorized utility vehicles on public property.
- C. In addition to meeting all equipment standards set forth in RCW 46.09.457 for wheeled all-terrain vehicles, all city-owned and authorized utility vehicles other than police vehicles must be equipped with yellow lights and backup warning signals. In addition to backup warning signals, utility vehicles used by the police department may be equipped with yellow lights or red and blue emergency lights.

### **16A.65.060 Safety Requirements for Use of Utility Vehicle**

- A. Authorized utility vehicles used in accordance with this chapter may operate at speeds of no greater than five miles per hour on sidewalks and may not exceed fifteen miles per hour on city streets.
- B. All utility vehicles operating on bridges must comply with posted weight restrictions.

C. Utility vehicles operating on sidewalks and streets shall yield the right of way to pedestrians.

Section 2. That section 1.05.180 of the Spokane Municipal Code is amended to read as follows:

**1.05.180 Penalty Schedule – Use of Streets**

- A. For each subsequent violation, excluding continuing violations, by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class.

Penalty Schedule - Use of Streets (**See Linked Document**)

<u>SMC 16A.65.030</u>	<u>Unauthorized Use of a Utility Vehicle on Public Property</u>	<u>1</u>	
-----------------------	---	----------	--

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Police Department
<b>Subject:</b>	Use of City-Authorized Utility Vehicles on Public Property under the City's Jurisdiction for Health and Safety Purposes
<b>Date:</b>	November 13, 2018
<b>Contact (email &amp; phone):</b>	Mary Muramatsu ( <a href="mailto:mmuramatsu@spokanecity.org">mmuramatsu@spokanecity.org</a> ) (509) 625-6289
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Authorizes utility vehicles to be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes, including incidental use on city streets as necessary to access public property.
<b>Background/History:</b> The City Council recently approved funds for the purchase of a utility vehicle (a John Deere Gator) for the Downtown Spokane Partnership so that it can be used to clean sidewalks. The Police and Parks Departments each also have utility vehicles for public safety and law enforcement purposes.  Utility vehicles are currently not authorized in the City. State law prohibits such vehicles from being driven in the streets of a City the size of Spokane, but Chapter 46.09 RCW authorizes local legislative bodies to designate where these vehicles may be operated on certain properties within the local jurisdiction.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Authorizes utility vehicles to be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes, including incidental use on city streets as necessary to access public property.</li> <li>Prohibits the unauthorized use of a utility vehicle on public property within the city limits and designates the violation as a class 1 civil infraction.</li> <li>Allows the Chief of Police and the Director of Parks to grant authorization to operate a utility vehicle on public property.</li> <li>Sets license and registration requirements.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**Agenda Sheet for City Council Meeting of:**

04/29/2019

<u>Date Rec'd</u>	4/16/2019
<u>Clerk's File #</u>	LGL 2019-0016
<u>Renews #</u>	

Submitting Dept	HEARING EXAMINER	Cross Ref #	
Contact Name/Phone	KIM 625-6010	Project #	
Contact E-Mail	KRTHOMPSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	0570, GREENSTONE/PUZIO APPEALS, Z18-598PPUD		

Agenda Wording

Set Appeal Hearing for 05/20/2019 at 6 pm, for appeal by Winston & Cashatt, representing the Applicant, Greenstone, and Kelly Puzio, Citizen of the Hearing Examiner's 01/15/2019 decision on a preliminary plat/PUD Application (Z18-598PPUD)

Summary (Background)

On 1/15/19, the Hearing Examiner (Pro Tem) approved with conditions the application of Greenstone for a proposed preliminary long plat and planned unit development. On 1/31/19, Greenstone (Applicant), represented by Winston & Cashatt appealed this decision. On 2/1/19, Mr. Kelly Puzio, citizen with standing, also appealed this decision. All parties are in agreement as to the appeal hearing date (5/20/19). Packet Material will be available the week of 5/6/19.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCGINN, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

support key, enterprise initiatives, such as, the Utility Information System (UIS) and Parking System Replacement projects.

Summary (Background)

- Cell Phones - staff were moved to the Office of Performance Management in the adoption of the 2019 budget, additional Cell Phone budget is needed in the amount of \$5,500 to cover staff. •
- Registration/Schooling - staff were moved to the Office of Performance Management in the adoption of the 2019 budget, additional registration/schooling budget is needed in the amount of \$7,785 for prior approved training.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

Spokane Office  
Bank of America Financial Center  
601 W. Riverside, Suite 1900  
Spokane, Washington 99201-0695

Phone: (509) 838-6131  
Fax: (509) 838-1416  
website: www.winstoncashatt.com

*Winston & Cashatt*

L A W Y E R S

*A Professional Service Corporation*

*Winston & Cashatt has offices in Spokane, Washington  
and Coeur d'Alene, Idaho*

May 7, 2019

City of Spokane  
Terri Pfister, City Clerk  
808 W. Spokane Falls Blvd., 5<sup>th</sup> Floor  
Spokane, WA 99201

**Re: Garden District  
Preliminary Plat/PUD Application (Z18-598PPUD)**

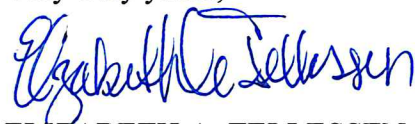
Dear Ms. Pfister,

Please accept this letter and enclosed *[Proposed] Modification of the Hearing Examiner's Findings of Fact, Conclusions of Law and Decision, Dated January 15, 2019*, in lieu of a memorandum, as provided for in the Notice of Appeal, issued May 3<sup>rd</sup>.

Appellants, Greenstone Corporation and Kelly Puzio, have been working with the City's staff and counsel to identify modifications to the Decision that would resolve the issues on appeal. The enclosed proposal reflects the modifications the parties intend to present to City Council. It is the parties' conclusion that these modifications are supported by the record and within the Council's authority to adopt. SMC 17G.050.350. The parties are still working cooperatively to evaluate a few minor points, and may submit a revised proposal on or about May 14, 2019.

Given the joint efforts to reach this proposal, the parties do not anticipate a need for oral argument at the time of the hearing. The parties will be present to answer any questions the Council may have.

Very truly yours,



ELIZABETH A. TELLESSEN

Enclosure

cc: Kelly Puzio, Appellant  
James Richman, City Attorney

Beverly L. Anderson  
Patrick J. Cronin <sup>MR</sup>  
Kevin J. Curtis  
Darren M. Digiacinto <sup>MR</sup>  
Timothy R. Fischer <sup>MR</sup>  
David P. Gardner <sup>MR</sup>  
Scott A. Gingras <sup>MR</sup>

Erika B. Grubbs <sup>MR</sup>  
Natasha L. Hill <sup>CL</sup>  
Michael T. Howard <sup>MR</sup>  
Collette C. Leland <sup>MR</sup>  
Lisa A. Malpass <sup>MR</sup>  
Benjamin H. Rascoff <sup>MR</sup>

Jeffrey R. Ropp  
Gabrielle C. Roth  
Kammi Mencke Smith <sup>MR</sup>  
Jenna M.K. Strohmeyer <sup>FL, PA</sup>  
Elizabeth A. Tellessen <sup>MR</sup>  
Nicholas R. Ulrich

*Of Counsel*  
C. Matthew Andersen <sup>MR</sup>  
Courtney R. Beaudoin  
Greg M. Devlin <sup>MR</sup>  
Stephen L. Farnell  
Kenneth B. Howard <sup>MR</sup>

Carl E. Hueber  
Nancy L. Isserlis  
Fred C. Pflanz  
Richard W. Relyea  
Lucinda S. Whaley

**CITY COUNCIL FOR THE CITY OF SPOKANE**

<b>IN THE MATTER OF:</b>	)	<b>FILE NO. Z18-598PPUD</b>
	)	
	)	<b>[PROPOSED] MODIFICATION</b>
<b>GARDEN DISTRICT</b>	)	<b>OF THE HEARING EXAMINER'S</b>
<b>PRELIMINARY</b>	)	<b>FINDINGS OF FACT,</b>
<b>PLAT AND PUD APPLICATION</b>	)	<b>CONCLUSIONS OF LAW AND</b>
	)	<b>DECISION, DATED JANUARY 15,</b>
	)	<b>2019</b>
	)	

**I. RECITALS**

A. Appellant/Applicant, Greenstone Corporation ("Greenstone"), by and through its attorneys, Elizabeth A. Tellessen and Winston & Cashatt, timely filed its appeal of the City of Spokane Hearing Examiner Pro Tem's Findings of Fact, Conclusions of Law and Decision ("Decision"), dated January 15, 2019, on January 31, 2019.

B. Appellant, Kelly Puzio ("Puzio"), on his behalf and on behalf of the listed Co-Appellants, timely filed his appeal of the Decision on February 1, 2019.

C. Greenstone and Puzio agreed to a longer period of time to conclude the appeal in this matter, and the hearing on appeal was agreed to take place on May 20, 2019. Greenstone timely paid the charges for preparation of the verbatim transcript and certified record. The parties waived the Hearing Examiner's certification of the record.

D. Greenstone, Puzio and the City's staff and counsel have met to review and discuss the issues on appeal. During the meeting the parties identified modifications to the conditions set forth in the Decision that would resolve the issues on appeal without the need for a full appeal hearing or further process.

E. Greenstone, Puzio, and the City's staff submitted to City Council a proposed Modification of the Decision in advance of the date set for the hearing on this matter.

F. The hearing on this matter was held as scheduled, May 20, 2019, and the proposed Modification of the Decision was presented to City Council for its review and consideration.



NOW, THEREFORE, the City Council having been fully and fairly informed of the issues on appeal, hereby modifies the Decision, as authorized by SMC 17G.050.350.A:

## **II. MODIFIED FINDINGS AND CONCLUSION**

The Decision is incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided for in this Modification of the Hearing Examiner's Findings of Fact, Conclusions of Law, and Decision.

### **C. Description of Proposed Project:**

Section C. Description of Property, is modified to reflect that the residential units in the southern portion of the RSF zone will be single-family residences on individual lots (34); the balance of the residential units (202) will be concentrated in the northern portion of the RSF zone and CC-1 zone, as shown on the revised preliminary plat attached hereto.

### **F. Design Review Board:**

Section F. Design Review Board, is modified to reflect that a recording of the Design Review Board's (DRB) hearing is part of the record, and evidences that the board's unanimous adoption of its recommendation to the Hearing Examiner. {cite} The DRB's recommendation provides that the plan be returned to the DRB for review only if Crestline Street is extended to connect directly with Southeast Boulevard.

Section F is further modified to reflect that Crestline is not being extended so no further Design Review process is required.

### **H. Consistency with Comprehensive Plan and Zoning:**

Section H. Consistency with Comprehensive Plan and Zoning, is modified consistent with the following:

SMC 17G.060.170 Decision Criteria--C.2 and D.4.a is modified to reflect that the Comprehensive Plan and Zoning do not require the extension of Crestline Street from 32<sup>nd</sup> Avenue to Southeast Boulevard, provided that the connectivity envisioned by the Comprehensive Plan and Zoning is achieved through an alternate route.

SMC 17G.060.170 Decision Criteria-- D.4.f is modified consistent with the following:

To achieve greater compatibility, in the southern portion of the RSF zoning classification, there will be approximately 34 residential dwelling units, made up of single-family residential dwellings (26), and single-family dwellings on urban sized lots

(8); the balance of the residential units (202) will be concentrated in the northern portion of the RSF zone and CC-1 zone, as shown on the revised preliminary plat attached hereto.

SMC 17G.060.170 Decision Criteria-- D.5.d is modified consistent with the following:

A design variance is not required in order for the local access streets in the project to have a 27' road width and parking on one side. SMC Table 17H.010-1-Residential Restricted Parking; SMC 17H.010.120.C and D.2; and 17H.010.070.A

### **III. MODIFIED DECISION**

#### **A. Conditions of Approval:**

1. Condition No. 1 is modified to reflect adoption of the revised preliminary plat attached hereto.
2. Condition No. 2 is deleted in its entirety and replaced with the following:

A local access street shall be dedicated as public ROW and built to City of Spokane Street Standards and Fire Department's design standards connecting 32<sup>nd</sup> and 31<sup>st</sup> Avenues as shown on the attached Exhibit \_\_\_\_.

4. Condition Nos. 4 and 5 are deleted in their entirety and replaced with the following:

30<sup>th</sup> Avenue, Stone Street (from 30<sup>th</sup> to 32<sup>nd</sup>), and 31<sup>st</sup> Avenue (connecting to Southeast Boulevard) shall all be constructed as a 27-foot road section with a six-foot planting strip and a six-foot sidewalk on both sides of the street. The existing streets, 32<sup>nd</sup> Avenue (east of Crestline) and Crestline (between 32<sup>nd</sup> Avenue and 34<sup>th</sup> Avenue) shall be narrowed from 36 feet to 27 feet. A six-foot planting strip and a six-foot sidewalk shall be provided on the north side of 32<sup>nd</sup> Avenue and the west side of Crestline.

8. Condition No. 8 is deleted in its entirety and replaced with the following:

The Applicant will make certain improvements and dedications for the public benefit beyond the property boundaries, and will receive credit for these improvements and dedications to offset the transportation impact fees due for the development of the project:

8.1 Greenstone will narrow Crestline Street between 34<sup>th</sup> Avenue and 37<sup>th</sup> Avenue to a 27 foot road section with a six foot planting strip and six foot sidewalk on the west side of the street. The east curb line will be maintained and the street will be narrowed on the west side of the right of way. Greenstone will install a bump-out at the Crestline Street intersection on 34<sup>th</sup> Avenue as a traffic calming



measure, which will narrow the Crestline crossing to 24 feet. Greenstone shall be responsible for the road narrowing work to include new curbing, planting strip, street trees and sidewalk, any permits or variances required shall be initiated by the City. Since the road is being narrowed the impervious surface for stormwater purposes is being reduced. Greenstone shall connect the new curb line into the existing stormwater system. If the City desires addition stormwater treatment as a result of the street narrowing the City shall be wholly responsible for the cost of this work.

8.2 The Applicant will dedicate 7.5 feet to ROW along the south side of 29<sup>th</sup> Avenue immediately adjacent to the proposed preliminary plat and PUD, between Martin Street and the east property boundary to allow for future widening work on 29<sup>th</sup> Avenue.

12. Condition No. 12 is deleted in its entirety and replaced with the following:

Crestline Street right of way between 32<sup>nd</sup> Avenue and 30<sup>th</sup> Avenue contains City water and sewer utilities and shall not be vacated as part of the project. The Crestline ROW shall be used for a pedestrian pathway and common area to be maintained by the project. 32<sup>nd</sup> Avenue, west of Crestline, contains water utilities and shall not be vacated. The 32<sup>nd</sup> ROW shall be used for natural pedestrian pathways and native landscaping; provided, the existing 32<sup>nd</sup> Avenue ROW, west of Crestline Street, is the planned route for the new water main that will provide the water supply to a new high system water reservoir, as well as the reservoir's emergency overflow path.

41. Condition No. 41 shall be deleted in its entirety and replaced with the following:

Pursuant to the DRB recommendation dated June 13, 2018:

- The Design Review Board finds that the site design and architecture as presented demonstrates the use of innovative, aesthetic, and energy-efficient design.
- The Design Review Board supports the requested design departure to provide a 6-foot separated sidewalk with a 6-foot planting strip (in the CCI zoned portion).
- The project as proposed preserves the healthy urban forest canopy and supports a pedestrian friendly environment.
- The applicant shall preserve the existing allée of trees in the center of the site, except those hazard trees that are damaged or diseased and could fall in whole or in part, and are permitted for removal.
- The applicant shall consider opportunities for a terminated vista at South Crestline Street and East 32nd Avenue with an amenity or art.

- The applicant shall consider opportunities for greater variation of the roof form of the two story multifamily housing units on the south end of the site to better blend with the existing neighborhood.
- The project as proposed will better meet the buffer requirement if conifers are integrated into the southern landscape buffer.
- The applicant shall not be required to return to the Design Review Board unless an application or permit sought within the property requires design review. SMC 17G.040.020.

46. The Decision is modified to add New Condition No. 46;

Parking on the east side of Martin Street between 29<sup>th</sup> Avenue, south to the driveway access, shall be eliminated in order to provide for a dedicated right turn lane from Martin onto 29<sup>th</sup> Avenue, which shall be striped by the City.

All Findings, Conclusions, and Conditions provided in the Decision not referenced herein are affirmed.

Dated this \_\_\_\_\_ day of May, 2019.

\_\_\_\_\_  
Council President Ben Stuckart

\_\_\_\_\_  
Council Member Kate Burke

\_\_\_\_\_  
Council Member Breean Beggs

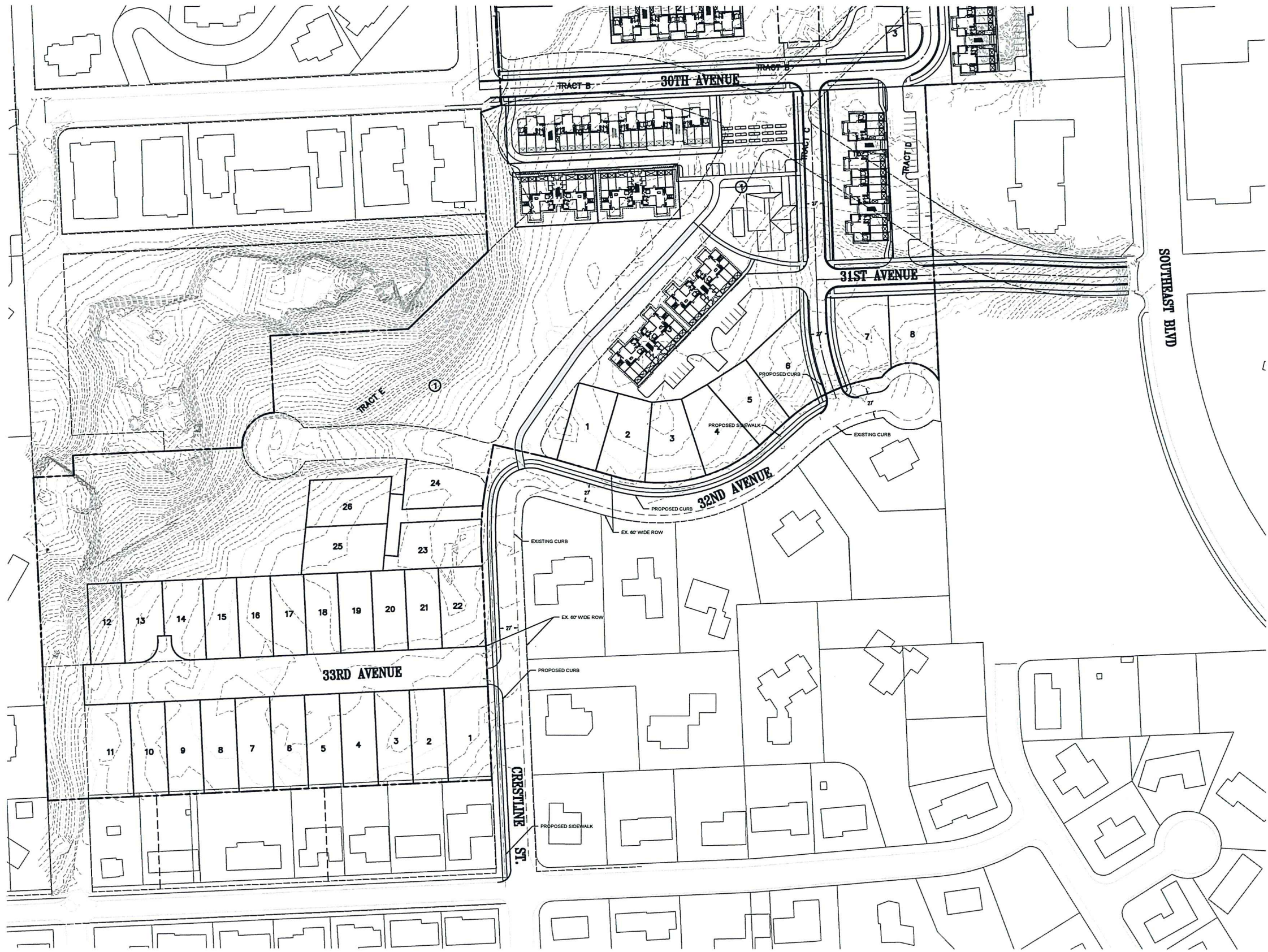
\_\_\_\_\_  
Council Member Candace Mumm

\_\_\_\_\_  
Council Member Mike Fagan

\_\_\_\_\_  
Council Member Lori Kinnear

\_\_\_\_\_  
Council Member Karen Stratton





HORIZONTAL NA  
VERTICAL NA  
SCALE

**Greenstone**  
HOMES & NEIGHBORHOODS  
1421 N. MEADOWWOOD LN. SUITE 200  
LIBERTY LAKE, WA, 99019  
PHONE: (509)-458-5860  
FAX: (509)-458-5862

DATE	04/18/19	DRAWN	JME
	04/18/19	CHECKED	DJD
	04/18/19	APPROVED	DJD

**GARDEN DISTRICT  
STREET EXHIBIT**

# City of Spokane Receipt

Receipt Number: 955920



Planning Services Department  
808 W Spokane Falls Blvd  
Spokane, WA 99201  
Phone: (509) 625-6060  
Fax: (509) 625-6013  
www.spokaneplanning.org

<b>Site Information:</b>		Date Issued:	01/31/2019
Parcel #:		Permit Type:	Appeal
Address:	SPOKANE, WA	Parent Permit :	
Permit #:	Z19-044APPL	Processed By:	MSEVERNS

## Applicant:

Winston & Cashatt  
601 W Riverside Ave. STE 1900  
Spokane, WA 99201

RECEIVED

JAN 31 2019

HEARING EXAMINER

509-838-6131

## Description of Work: Garden District Appeal

Fee Item	Quantity	Units	Amount
Appeal to City Council	1		\$500.00
Miscellaneous Fees	75		\$75.00
<b>Total Fees:</b>			<b>\$575.00</b>

Payments:	Payment Comment:	Date Paid:	Cashier:	Ref #:	Amount:
Check		01/31/2019	MSEVERNS	152103	\$575.00
Payor: Winston & Cashatt					

**Estimated Balance Due: \$0.00**

# This Is Not A Permit

RECEIVED

JAN 31 2019

PLANNING & DEVELOPMENT

CITY COUNCIL FOR THE CITY OF SPOKANE

IN THE MATTER OF ) FILE NO. Z18-598PPUD  
)  
) APPEAL OF HEARING  
GARDEN DISTRICT ) EXAMINER'S FINDINGS OF  
PRELIMINARY ) FACT, CONCLUSIONS OF LAW  
PLAT AND PUD APPLICATION ) AND DECISION DATED  
) JANUARY 15, 2019  
)

1. INTRODUCTION

Appellant/Applicant, Greenstone, by and through its attorneys, Elizabeth A. Tellessen and Winston & Cashatt, submits this memorandum in support of its appeal of the City of Spokane Hearing Examiner Pro Tem's Findings of Fact, Conclusions of Law and Decision ("Decision"), dated January 15, 2019. The Decision conditionally approved Greenstone's application for a planned unit development (PUD) and preliminary plat (collectively the "Application"). Greenstone requests the City Council reverse the erroneous findings, conclusions, and conditions, and affirm the balance of the Decision subject to modified conditions.

2. FACTS THAT ESTABLISH APPELLANT'S RIGHT TO THE RELIEF REQUESTED

Greenstone is the applicant and has standing to bring this appeal as provided in Spokane Municipal Code (SMC) 17G.050.310.

*Winston & Cashatt*  
A PROFESSIONAL SERVICE CORPORATION  
Bank of America Financial Center  
601 West Riverside Avenue, Suite 1900  
Spokane, Washington 99201-0695  
(509) 838-6131



1       **3.       ERRORS IN FACTS OR CONCLUSIONS**

2               Greenstone takes exception and objects to the findings and conclusions set out in Section  
3       II of the Decision as follows:

4               3.1       The entire design review board (DRB) hearing, including deliberations and  
5       unanimous vote, are part of the record and the contrary finding in the Decision is in error.  
6       (Decision II.F, p. 7, ll. 3-4; see Memorandum, December 6, 2018, Attachment C)

7               3.2       The Decision is inconsistent, finding that compliance with the recommendations  
8       of the DRB is a condition of approval, but then leaving open the probability of extending  
9       Crestline Street past 32<sup>nd</sup> Avenue, which would eliminate open space and cause the loss of urban  
10       forest, which is contrary to the DRB's conditions. (Decision II.F, p. 7, ll. 4-6)

11              3.3       The Decision erroneously interprets the DRB decision. (Decision II.F, p. 7, ll. 11-  
12       18) The DRB approved the site plan without a Crestline extension and imposed conditions to  
13       preserve open space and the mature trees, which cannot be satisfied if the extension of Crestline  
14       is required. The DRB explicitly approved the site plan without the extension of Crestline, despite  
15       staff's recommendation that Crestline be extended.  
16       

17              3.4       The Hearing Examiner erroneously concluded that because the DRB asked that  
18       the PUD project be "returned to the DRB for review" if Crestline was extended that this  
19       language permits the City to condition the PUD to require the Crestline extension. This is an  
20       error of fact and law. (Decision II.F, p. 7, ll. 12-18)  
21

1           3.5     The Hearing Examiner erroneously concludes, “the extension of Crestline Street  
2 through the proposed development to Southeast Boulevard, may be imposed as a condition of  
3 approval by Spokane City,” but, that “[t]he Hearing Examiner Pro Tem lacks jurisdiction to  
4 require that the applicant follow any particular path in extending Crestline Street...” (Decision  
5 II.F, p. 7, ll. 11-22) The Hearing Examiner has clear authority to condition the approval of the  
6 application, and is required to impose the conditions unanimously approved by the DRB.  
7 SMC17G.040.080(D)  
8

9           3.6     The Hearing Examiner finds that “All parties agree...that an extension of  
10 Crestline...would result in removal and destruction of the mature trees” through the center of the  
11 site. (Decision II.G, p. 8, ll. 9-12) This finding is consistent with the DRB decision to approve  
12 the site plan without the Crestline extension, and is inconsistent with the conclusion that the  
13 staff’s recommendation for Crestline extension through the site must be required.  
14

15           3.7     The Hearing Examiner erroneously concluded without substantial evidence that  
16 the extension of Crestline is required to meet the “connectivity” requirements of the City  
17 development code and Comprehensive Plan. (Decision II.H, p. 11, ll. 14-18)  
18

19           3.8     The Hearing Examiner erroneously concluded “If the connection between  
20 Crestline Street and Southeast Boulevard and 29<sup>th</sup> Avenue is eliminated...the policies for  
21 connection with surrounding existing streets and multiple routes through the development would  
22 be frustrated.” (Decision II.F, p. 11, ll. 19-24) This conclusion ignores the Comprehensive Plan,  
23 PUD purpose, and PUD guidelines all of which encourage expanding mobility options beyond  
24 those dependent on the automobile.

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1           3.9     The Decision erroneously concludes that “the question of whether Crestline Street  
2 between 32<sup>nd</sup> and Southeast Boulevard would be an arterial is not yet resolved.” (Decision II.H,  
3 p. 14, ll. 5-6)

4           3.10    The Hearing Examiner erred in finding that Exhibit #4 was not proposed as an  
5 alternative traffic route for automobile connectivity that could be implemented as a modification  
6 to the plat. (Decision II.H, p. 14, ll. 11-13) The Hearing Examiner correctly concludes that  
7 connectivity can be achieved by the traffic alternative offered in Exhibit #4. (Decision II.H,  
8 p. 12, ll. 7-9)

9           3.11    The conclusion that “the preliminary plat and PUD as proposed do not comply  
10 with all applicable standards of Title 17G SMC” is vague, contrary to the evidence, and an  
11 erroneous application of the law to the facts. (Decision II.H, p. 14, ll. 12-13) Expert testimony  
12 provided in the hearing concluded that additional road connections were not required to provide  
13 road “connectivity” and the existing street system would support the housing density in the area.  
14 The Hearing Examiner erroneously concluded that the project does not meet the applicable  
15 standards of PUD ordinance in SMC 17.G.

16           3.12    The Decision is incongruous in its incorporation of the DRB recommendations as  
17 conditions, which are at odds with the extension of Crestline Street. (Decision II.H, p. 14, ll. 14-  
18 15)

19           3.13    The Decision is vague in its reference to “the requirement of compliance with the  
20 applicable standards of Title 17G SMC” as the evidence establishes the project meets the  
21 concurrency requirements, and there is no reference to which standards the application does not  
22 comply. (Decision II.H, p. 14, ll. 16-20)  
23  
24

1           3.14   The Decision correctly finds the proposal protects the on-site resources, which  
2 cannot be accomplished if there is an extension of Crestline Street. (Decision II.H, p. 15, ll. 2-7)

3           3.15   The conclusion that “the extension of Crestline Street from 32<sup>nd</sup> Avenue to  
4 Southeast Boulevard is required” is contrary to the evidence in the record in regard to the  
5 applicable law, and various other findings in the Decision. (Decision II.H, p. 15, ll. 19-20)

6           3.16   The conclusion that 17G.060.170(D)(4)(a) is not met is inconsistent with the  
7 Decision approving the application. (Decision II.H, p. 15, ll. 20-22)

8           3.17   The finding that the proposal meets the requirement for open space is inconsistent  
9 with the conclusion that Crestline Street must be extended. (Decision II.H, p. 16, ll. 21-24)

10           3.18   The finding that the applicant withdrew its request for vacation of ROWs is not  
11 supported by the record as the platted ROWs for 30<sup>th</sup> and 31<sup>st</sup> Avenue will be vacated and  
12 realigned as shown on the plan. (Decision II.H, p. 16, ll. 17-20)

13           3.19   The Hearing Examiner erroneously concluded that a design variance would be  
14 required in order to utilize a 27’ road section. (Decision II.H, p. 16, ll. 21-24)

15  
16  
17 **4.       EXCEPTIONS/OBJECTIONS TO THE DECISION AS CONDITIONED**

18           Greenstone takes exception and objects to the conditions the Hearing Examiner imposed  
19 in the Decision as follows:

20           4.1    The approval of the application subject to the condition “that a street connection  
21 for vehicles be provided between the intersection of Crestline Street and 34<sup>th</sup> Avenue to the  
22 intersection of Southeast Boulevard and 31<sup>st</sup> Avenue” is not supported by the evidence in the  
23 record, is a misapplication of the law to the facts, and inconsistent with numerous findings.  
24 (Decision III.A.2, p. 18, l. 20-22)

1           4.2     The Decision improperly modifies the conditions unanimously adopted by the  
2 DRB without making a finding that the DRB's decision was improper. SMC 17G.040.080(D)

3           4.3     The Decision imposes a condition that "the location of the street connection shall  
4 be agreed upon between the City of Spokane and the applicant." This condition is improper and  
5 outside the Hearing Examiner's jurisdiction. (Decision III.A.2, p. 19, ll. 2-3)

6           4.4     The Decision concludes that the street connection's designation is based on the  
7 legislative action contemplated in Resolution No. 2018-0061, which is outside the Hearing  
8 Examiner's jurisdiction, as well as an erroneous application of law to the facts. (Decision  
9 III.A.2, p. 19, ll. 4-5)

10           4.5     The Decision is vague to the extent it requires the streets be built to "City of  
11 Spokane street standards," but does not specify the applicable standard. (Decision III.A.3, p. 19,  
12 ll. 6-7)

13           4.6     The Decision improperly requires an exchange of property for use as right of way  
14 for a credit to offset Transportation Impacts Fees, where there is no evidence in the record of the  
15 value or analysis of just compensation, nor any evidence that additional right of way is needed to  
16 accommodate the impacts of the project. (Decision III.A.8, p. 19, l. 22 – p. 20, l. 2)

17           4.7     The Decision is vague to the extent it requires the streets be built to City of  
18 Spokane street standards without specifying the applicable standards, which permit a 27' road  
19 section. (Decision III.A.11, p. 19, ll. 6-7)

20           4.8     The applicant objects to Condition No. 18, which is contrary to the requested  
21 deviations and not supported by the record. (Decision III.A.18, p. 21, ll. 13-20)

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1           4.9     Condition No. 41 is inconsistent with the finding that Crestline Street must extend  
2 past 32<sup>nd</sup> Avenue as Crestline cannot be extended and preserve the open space and urban canopy.  
3 (Decision III.A.41, p. 26, ll. 3-17)


4           4.10    The Decision imposes a condition that the applicant return to the Design Review  
5 Board regarding the location of the street connection. This is outside the Hearing Examiner's  
6 jurisdiction, an erroneous application of the law to the facts, and not supported by substantial  
7 evidence in the record. (Decision III.A.41, p. 26, ll. 14-17) The Decision misinterprets the  
8 DRB's condition, which only applies if Crestline is extended, but would not apply to an alternate  
9 connection that did not involve extending Crestline.  
10

11           4.11    The Decision does not make a finding, conclusion, or condition in relation to the  
12 applicant's request for deviations as set forth in its development standards matrices for the CC1  
13 and RSF zones.  
14

## 15       **5.     REQUESTED RELIEF**

16           The Decision purports to approve the application subject to mutually exclusive conditions  
17 regarding Crestline Street. In short, the project cannot conform to the design and conditions  
18 approved by the DRB and accommodate the extension of Crestline. Accordingly, Greenstone  
19 requests the City Council reverse the erroneous findings, conclusions, and conditions identified  
20 in this appeal. Following reversal the City Council should modify the conditions consistent with  
21 the correct finding that the proposal satisfies the requirements for connectivity or that Exhibit #4  
22 illustrates a suitable means of enhancing connectivity.  
23  
24

1 DATED this 31<sup>st</sup> day of January, 2019.

2  
3   
4 ELIZABETH A. TELLESSEN  
5 WINSTON & CASHATT, LAWYERS  
6 601 West Riverside Avenue, Suite 1900  
7 Spokane, Washington 99201  
8 Telephone: (509) 838-6131  
9 Email: [eat@winstoncashatt.com](mailto:eat@winstoncashatt.com)  
10 Attorneys for Greenstone  
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**CITY OF SPOKANE HEARING EXAMINER PRO TEM**

**GARDEN DISTRICT PRELIMINARY PLAT  
AND PUD APPLICATION**

**APPLICANT: GREENSTONE**

**FILE NO. Z18-598PPUD**

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW,  
AND DECISION**

**I. SUMMARY OF DECISION**

**Hearing Matter:** The matter before the Hearing Examiner Pro Tem is an application for a Preliminary Plat and Preliminary Planned Unit Development (PUD) to construct 236 residential units and 38,000 square feet of office, retail, and other commercial uses on roughly 24.59 acres in the Lincoln Heights neighborhood. The applicant, Greenstone, submitted the application on behalf of Sonneland Properties, LLC.

**Summary of Decision:** Approved, subject to *revised* conditions.

**II. FINDINGS AND CONCLUSIONS**

**A. Procedural Matters:**

A Community Meeting was held on March 1, 2018. Spokane Municipal Code (SMC) 17G.060.050. An application was submitted on June 27, 2018. A Request for Comments notice was sent to departments and agencies on July 16, 2018, and the applicant was notified in writing on October 25, 2018, of the technically complete status of application. Notice of Application and Public Hearing was posted/mailed on November 1, 2018. SMC 17G.060.100. Notice of Application and Public Hearing was printed in the Spokesman on November 2, 2018, and November 9, 2018. The Public Comment Period ended on November 16, 2018. A State Environmental Protection Act (SEPA) Determination of Non-Significance (DNS) was issued on November 19, 2018, and was not appealed. SMC 17G.060.140.

The applicant is Greenstone c/o Ben Scandalis whose address is 1421 N. Meadowwood Lane, Suite 200, Liberty Lake WA 99019. The property owners are Sonneland Commercial Properties LLC & Sonneland Residential Properties LLC whose address is PO Box 562, Colbert WA 99005.

The Hearing Examiner Pro Tem conducted a site visit on December 10, 2018.

The hearing for this matter was scheduled, as noted in the Notice of Hearing, for 1:30 p.m. on December 12, 2018, in the Commissioner's Hearing Room, 1026 East Broadway, Spokane, Washington.

1 On December 12, 2018, at 1:30 p.m., the Hearing Examiner Pro Tem opened the  
2 hearing on this matter, the hearing being held until 4:00 p.m., at which time the hearing was  
3 recessed for one week for completion on December 19, 2018, beginning at 9:00 a.m., in the  
4 Commissioner's Hearing Room, 1026 East Broadway, Spokane, Washington. The hearing on  
the application concluded and was adjourned at or about 11:50 a.m. on December 19, 2018.  
The hearing was conducted pursuant to the Spokane Hearing Examiner Ordinance codified  
in SMC Section 02.005.040.

5 The following persons testified at the hearing, under an oath administered by the  
6 Hearing Examiner Pro Tem:

7 Tami Palmquist, Principal Planner  
City of Spokane  
808 W. Spokane Falls Boulevard  
8 Spokane WA 99201

Inga Note, Sr. Traffic Engineer  
City of Spokane  
808 W. Spokane Falls Boulevard  
Spokane WA 99201

9 James Richman, Assistant City Attorney  
City of Spokane  
10 808 W. Spokane Falls Boulevard  
Spokane WA 99201

Jim Frank  
Greenstone  
1421 N. Meadowwood Lane, Suite 200  
Liberty Lake WA 99019

11 Carol Ellis  
12 2015 E. 36th Avenue  
Spokane WA 99203

Leonard Butters  
2006 E. 64th Avenue  
Spokane WA 99223

13 Summer Beers  
14 4003 E. Sumac Drive  
Spokane WA 99223

Kevin Edwards  
2206 E. 32nd Avenue  
Spokane WA 99203

15 Trent Shino  
16 3211 S. Crestline Street  
Spokane WA 99203

Carol Tomsic  
3303 E. 27th Avenue  
Spokane WA 99223

17 Kelly Puzio  
18 3525 S. Crestline Street  
Spokane WA 99203

Scott Tschirgi  
2615 E. 38th Avenue  
Spokane WA

19 Rick Boal  
20 2026 E. 30th Avenue  
Spokane WA 99203

Andy Hoye  
4219 E. 42nd Avenue  
Spokane WA 99223

21 Pat McElgunn  
22 4227 S. Magnolia Street  
Spokane WA 99203

Dick Edwards  
312 W. 32nd Avenue  
Spokane WA 99203

23 Richard Van Orden  
24 2211 E. 34th Avenue  
Spokane WA 99203

Charles Milani  
2204 E. 34th Avenue  
Spokane WA 99203

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Todd Whipple  
Whipple Consulting Engineers  
21 S. Pines Road  
Spokane Valley WA 99206

Rick Dullanty  
2007 E. 30th Avenue  
Spokane WA 99203

Richard Sola  
3605 S. Crestline Street  
Spokane WA 99203

Paul Kropp  
3311 E. Donora Court  
Spokane WA 99223

Brian Duncan  
1717 E. 38th Avenue  
Spokane WA 99203

Stewart Hart  
4123 S. Sherman Street  
Spokane WA 99203

Jim Flott  
2020 E. 36 Avenue  
Spokane WA 99203

Teresa Kafentzis  
4102 E. Sumac Drive  
Spokane WA 99223

Sam Magee  
2214 E. 32nd Avenue  
Spokane WA 99203

Albert Lundbeck  
2003 E. 34th Avenue  
Spokane WA 99203

John Saywers, Sr. Water Engineer  
City of Spokane  
808 W. Spokane Falls Boulevard  
Spokane WA 99201

The following persons were present at the hearing, but did not testify:

For the City of Spokane:  
Louis Mueller, Principal Planner  
Andy Schenk, Principal Engineer  
Eldon Brown, City Engineer

From the public:  
Dennis Wagner  
Lizzie Frank  
Ron Cord  
William Grimes  
Rita Ketz  
Marcia Milani  
M. Reichman  
John Hollett

The following persons/groups submitted comments to the file prior to the close of the hearing:

Southgate Neighborhood Council  
TJ O'Dell  
Justin McNamara  
Ann Hough  
Joycelyn Caton  
Kate Statz  
Drew & Lisa Repp

Danny O'Dell  
Brenda Cord  
Suzanne Janes  
Erin Rushworth  
Kaitlin Re  
Theresa Bidowski  
Katie Chisholm

1	Wayne Stronk	Brad & Ramona Pearson
	Sharon Niblock	Andy Wittwer
2	Kathy Bixler	Jerry Boyd
	Laine Lambarth	Chad Rigsby
3	Diane Birginal	William Bidowski
	Lincoln Heights Neighborhood Council	Marilyn & Henry Reimann
4	Merri Hartse	Maxine Lammers
	Alan Curryer, Rockwood South Hill	Amy Heppler
5	Heather Stewner	Diana Roberts
	Adrian Rigsby	Jean Simmons
6	Amy McCaffree	Linda Warner
	Douglas Hagood	Malika Oudes
7	Mark VanDam	Chris Barton
	Sharon Christoph-Kelly	Tim & Rachel Devlin
8	Elaine Snouwaert	Leanne Ozaine-Smith
	Jim & Anne Pearson	Kim & Mary Kay Anderson
9	Roger Branz	Michael McBride
	Tom Kearney	Russ Reser
10	Penny Hencz	Pablo Monsivais
	Amanda Gable	Dean Gable
11	Amy Heppler	Sheri Engelken

The following exhibits were admitted to the record during the hearing:

- Exhibit 1: City Building & Planning Staff Report PowerPoint Presentation, 42 pages
- Exhibit 2: Applicant's PowerPoint Presentation, 43 pages
- Exhibit 3: Letter from Kelly Puzio, 1 page
- Exhibit 4: Applicant's Garden District Street Exhibit, 1 page
- Exhibit 5: Lincoln Heights Neighborhood District Center Plan, submitted by Jim Frank, 3 pages
- Exhibit 6: Statement by Paul Kropp, 1 page
- Exhibit 7: Testimony materials from Stewart Hart, 7 pages
- Exhibit 8: Written statement by Albert Lundbeck, 1 page

The record includes the electronic recording of the public hearing, the documents in the application file at the time of the hearing up to and including December 19, 2018, at 9:00 a.m., the sign-in sheet for the hearing, and the items taken notice of by the Hearing Examiner Pro Tem in this decision and at the hearing.

1       The Hearing Examiner Pro Tem takes notice of the Spokane Comprehensive Plan  
2 ("Comprehensive Plan"), the SMC, other applicable development regulations, and previous  
land use decisions for the site and area.

3 **B. Description of Site:**

4       The subject property is located south of 29<sup>th</sup> Avenue, behind the Quail Run Office  
5 Park, west of Southeast Boulevard, north of 33<sup>rd</sup> Avenue, and east of Napa Street. The  
6 proposed project encompasses multiple parcels totaling approximately 25.49 acres. A portion  
7 of the site is currently developed with a general office building and a Rockwood primary care  
8 medical center. The remainder of the site is undeveloped. The topography of the site is  
9 generally sloping down north to south to approximately the middle of the site where the site  
10 levels off somewhat with some undulation through the southeast side of the site, which  
11 slopes up again toward 32<sup>nd</sup> Avenue to the south. There is a hill in the northwest side of the  
site that slopes down toward the east and south ending at approximately the line of the  
Crestline Street right-of-way (ROW) on the east and 32<sup>nd</sup> Avenue on the south. This hill area  
is where the City of Spokane is planning to construct a water tower as part of the potable  
water system of the area. Most of the site is still naturally vegetated with established trees,  
shrubs, and grasses. Utilities exist in the unimproved platted ROWs of Crestline Street and  
30<sup>th</sup>, 32<sup>nd</sup>, and 33<sup>rd</sup> Avenues.

12       The site is bounded on the northwest by residential development and commercial  
13 development immediately north on 29<sup>th</sup> Avenue. South of the site is residential single-family  
14 housing. To the west is residential multi-family development. East of the site is commercial  
development along Southeast Boulevard and the Lincoln Heights shopping area further east  
across Southeast Boulevard.

15 **C. Description of Proposed Project:**

16       The proposed development is described by the applicant as "a walkable mixed-use  
17 urban neighborhood with a combination of office, retail, and residential uses" that will  
18 "create a free-flowing public realm, emphasizing flexible plazas and a ribbon of green parks  
19 and gardens with a mobility network primarily serving pedestrians and cyclists." The  
20 applicant asserts that the PUD Site Plan illustrates how the "green garden corridor will  
connect the urban mixed-use core of the neighborhood and serve as a transition to the lower  
density residential neighborhoods on the southern edge of the Lincoln Heights neighborhood  
and into the Southgate neighborhood further south."

21       The applicant proposes to construct 236 residential units, composed of a mix of  
22 apartments, townhomes, cottages, and detached single-family homes, across the entire  
23 development site. The project will also include up to 38,000 square feet of office, retail, and  
24 other commercial located north of 30<sup>th</sup> Avenue. The PUD site includes two different base zone  
classifications: CC1 zone classification and Residential Single-Family (RSF) zone  
classification. A total of 110 residential units are proposed in the CC1 zone classification, and  
126 residential units are proposed in the RSF zone classification. Residential development

1 along 32<sup>nd</sup> Avenue, east of Crestline Street, will be “estate lots” designed to match the size of  
2 lots on the south side of 32<sup>nd</sup> Avenue outside of the proposed PUD. The commercial uses are  
all proposed to be developed in the CC1 zone classification.

3 Deviations from the zoning development standards for setbacks, lot coverage, roof  
4 forms, etc. are being requested under the PUD application. The application also proposes a  
5 deviation from the standard for connectivity, specifically elimination of a connection of  
6 Crestline Street northward to 29<sup>th</sup> Avenue and/or eastward to Southeast Boulevard. The  
7 vacation of several ROWs, dedicated as part of the final plat of “Estate Development” filed in  
8 1970, is also proposed in the applications for the plat and for the PUD. During the hearing,  
9 the applicant stated that it would no longer ask for the vacation of the ROWs, primarily due  
to the existence of various utility facilities that already exist in the ROWs. The applicant  
clarified that though it was no longer requesting that the ROWs be vacated, it was still  
requesting that the connection of 30<sup>th</sup> Avenue and 31<sup>st</sup> Avenue, from Martin Street to  
Southwest Boulevard, and that 32<sup>nd</sup> Avenue and Crestline Street be modified as proposed in  
the PUD Site Plan.

#### 10 **D. Land Use Designations and Surrounding Conditions for Site and Neighboring** 11 **Land:**

12 The adjacent zoning to the north is CC1-DC (Center and Corridor Type 1 – District  
13 Center); to the northeast is O-35 (Office); to the northwest is RMF (Residential Multi-  
14 Family); and to the south, east, and west is RSF. Prior to 2006, the RSF portion of the site  
was zoned R1. The CC1-DC portion of the site was zoned Office (O) and Office Retail (OR),  
but was changed to CC1-DC in 2013 as part of a Comprehensive Plan Amendment, File  
Z1200046COMP.

15 Adjacent land uses to the south are single-family homes. The Touchmark Retirement  
16 Community is to the west of the site; they recently received a Conditional Use Permit (CUP)  
17 to build a memory care center and a health and fitness building. The City of Spokane intends  
to build a water tower on the vacant, L-shaped parcel to the west. Commercial uses border  
the north of the site.

18 The land use map designation is Residential 4-10 and CC Core, per the current  
Comprehensive Plan adopted in 2017.

19 Applicable zoning regulations include SMC 17C.110 – Residential Development; SMC  
20 17G.060 – Land Use Application Procedures; SMC 17G – Planned Unit Developments; and  
SMC 17G.080 – Subdivisions.

#### 21 **E. Department Reports:**

22 Notice and request for comments were sent to the City departments and outside  
23 agencies concerned with land development on July 16, 2018. Copies of reports from those  
24 who responded to the notice and request for comments are a part of the file for reference. See  
File Z18-598PPUD. Department and agency comments have been considered and referred to  
in creating the conditions set forth below.



1 **F. Design Review Board:**

2 Pursuant to SMC 17G.040, the Design Review Board (DRB) convened the required  
3 hearings and submitted its recommendations regarding the proposed preliminary plat and  
4 PUD. See File No. Z18-598PPUD. Both the applicant and Spokane City assert that the  
5 DRB's recommendations were adopted by unanimous vote of the DRB. This is not stated in  
6 the DRB's recommendations and there appears to be no evidence of that in the record other  
7 than the assertions of the parties. Pursuant to SMC 17G.040.080(D), the recommendations of  
8 the DRB, dated June 13, 2018, are incorporated herein by this reference and compliance  
9 therewith shall be a condition of approval by this decision.

10 The applicant asserts that the recommendation of the DRB is to approve the proposed  
11 PUD as submitted relative to the termination of Crestline Street at 32<sup>nd</sup> Avenue. Thus, the  
12 applicant argues, the Hearing Examiner Pro Tem is bound to adopt the DRB's  
13 recommendation and approve the applications, including the termination of Crestline Street  
14 at 32<sup>nd</sup> Avenue. Spokane City argues that even though the DRB's recommendation is  
15 unanimous it does not recommend approval of the termination of Crestline Street at 32<sup>nd</sup>  
16 Avenue without continuing through the development site to Southeast Boulevard. The City  
17 further asserts that the DRB's recommendation is merely a recommendation and is not  
18 binding upon the Hearing Examiner Pro Tem.

19 The Hearing Examiner Pro Tem agrees with Spokane City regarding the language  
20 contained in the recommendation of the DRB. The language of the recommendation that is in  
21 question reads:

22 "In the event that the City of Spokane requires that the Crestline  
23 connection be established, the applicant shall return to the Design Review  
24 Board to address traffic calming, along with any disruptions to the  
pedestrian friendly environment and urban forest canopy." DRB  
Recommendation, dated June 13, 2018, paragraph #8.

This language clearly anticipates that the extension of Crestline Street through the  
proposed development to Southeast Boulevard, may be imposed as a condition of approval by  
Spokane City. If the extension of Crestline Street is required by the City, then the DRB asks  
that the applicant return to the DRB for review of the proposed extension. Id.

The Hearing Examiner Pro Tem lacks jurisdiction to require that the applicant follow  
any particular path in extending Crestline Street through the proposed preliminary plat and  
PUD; however, it is the Hearing Examiner Pro Tem's opinion that the path of said  
connection between Crestline Street from 32<sup>nd</sup> Avenue and Southeast Boulevard that is  
illustrated by Exhibit #4, as submitted by the applicant, may be sufficient to make the  
required connection.

23 **G. Public Comments:**

24 Written public comment and testimony at the hearing regarding the proposed  
preliminary plat and PUD is voluminous. Public comments regarding the proposal fall into

1 several categories; those in favor of the proposal including the termination of Crestline Street  
2 at 32<sup>nd</sup> Avenue, those in favor of the proposal but requesting that the extension of Crestline  
Street be included, and those opposed to the proposal entirely.

3 Individuals and neighborhood associations advocating the termination of Crestline  
4 Street at 32<sup>nd</sup> Avenue were resoundingly concerned with the prospect of inviting even more  
5 traffic into and through their neighborhoods if Crestline Street is extended through the PUD  
6 to Southeast Boulevard. A significant number of comments describe the condition of  
7 Crestline Street between 32<sup>nd</sup> Avenue and 57<sup>th</sup> Avenue as having no sidewalks, causing  
8 school children to walk along an already busy street without the protection of sidewalks and  
inadequate pedestrian crossings at intersecting streets. Other concerns describe allegedly  
inadequate traffic controls at intersections along Crestline Street and steep inclines  
approaching those intersections that cause dangerous stopping and crossing conditions in the  
winter season.

9 A significant number of comments opposed to the extension of Crestline Street  
10 express an opposition to the extension of Crestline Street along the path at or near that  
11 shown in the Final Plat of Estate Development (1970). All parties agree, as alleged by the  
commenters, that an extension of Crestline Street along that path, currently a walking path  
12 through the site and proposed to remain as such, would result in removal and destruction of  
the mature trees that now line that path and are proposed to remain as part of the green,  
open space in the proposed development.

13 Comments requesting the extension of Crestline Street through the PUD to Southeast  
14 Boulevard generally focus on the fact that the proposed preliminary plat and PUD would  
15 create as many as 126 residential units in a very compact area; thus, creating a burden on  
the already allegedly crowded Crestline Street as it travels south from 32<sup>nd</sup> Avenue. These  
16 comments also cite the lack of sidewalks on south Crestline Street and the danger that poses  
to school children as well as adults who walk along Crestline Street.

17 Several comments were received that oppose the proposal in its entirety, alleging that  
18 the density is too high for the area in which it is to be built. Those comments highlight the  
19 fact that the surrounding neighborhood to the south of the proposed preliminary plat and  
20 PUD consists of lots larger than those proposed for the cottage-style dwelling units and  
certainly lower density than the multi-family structures that are proposed. They also  
expressed concerns for the added traffic, much like the other comments in favor or in  
opposition to the extension of Crestline Street north of 32<sup>nd</sup> Avenue.

21 A noticeable number of comments from citizens living in the surrounding  
22 neighborhoods to the south, west, and even to the north across 29<sup>th</sup> Avenue, express strong  
23 concerns for the added traffic on 29<sup>th</sup> Avenue, Southeast Boulevard, Crestline Street, Regal  
24 Street, and 37<sup>th</sup> Avenue. The expressed concerns spring from a fear that the already crowded  
traffic on those streets would be exacerbated by the proposed development. Complaints  
centered not just on the difficulty of driving in the area due to the high volume of traffic, but  
also the danger to pedestrians who attempt to cross 29<sup>th</sup> Avenue at the intersections of 29<sup>th</sup>

1 Avenue and Pittsburgh Street, 29<sup>th</sup> Avenue and Martin Street, 29<sup>th</sup> Avenue and Southeast  
2 Boulevard, as well as the issues already described along Crestline Street.

3 Notwithstanding the Traffic Distribution Letter submitted by the applicant and the  
4 anecdotal nature of the comments submitted during the review and hearing process, the  
5 people who commented, people who live and circulate in the area surrounding the proposed  
6 development, describe a situation relative to the pedestrian experience on 29th Avenue and  
7 on Crestline Street that would warrant further attention by Spokane City. However, relative  
8 to the review of the proposed preliminary plat and PUD for compliance with the  
9 Comprehensive Plan and SMC, the record lacks evidence to contest the professional opinions  
10 in the Traffic Distribution Letter and the testimony of engineers on behalf of Spokane City  
11 who agree that transportation concurrency is met for the proposed project, as that term is  
12 used in SMC 17D.010.020(C). The comments and testimony submitted regarding the  
13 proposal have all been considered by the Hearing Examiner in reaching this decision.

#### 9 **H. Consistency with Comprehensive Plan and Zoning:**

##### 10 SMC 17G.060.170 Decision Criteria:

##### 11 *C.1. Allowed under the provisions of land use codes.*

12 The proposals for a preliminary plat and PUD are allowed under the Residential  
13 Zoning Standards, SMC 17C.110; CC1 Zoning Standards, SMC 17C.122; PUD process,  
14 17G.070.030; and review by the DRB, SMC 17C.122.060.

15 SMC 17G.070.030(A)(5) allows permitted uses of either the RSF or CC1 zone to be  
16 allocated across the entire site of the proposed plat, proportionate to the land devoted for  
17 each zoning district. The density of residential units is less than the highest allowed density  
18 and higher than the minimum density. SMC 17C.110; 17C.122. As conditioned, the proposal  
19 complies with this requirement.

##### 16 *C.2. Consistency with the Comprehensive Plan designation and goals, objectives, and policies 17 for the property.*

18 Several Comprehensive Plan goals, objectives, and policies are relevant to the  
19 proposed preliminary plat and PUD. Those include LU 1.3, LU 1.12, LU 4.3, LU 4.4, LU 4.5,  
20 LU 5, LU 5.5, DP 1.2, TR 2, and TR 7. Of specific concern to the City of Spokane Planning  
21 Staff and many citizens residing in the surrounding areas are LU 4.4, LU 4.5, TR 2, TR 4.5,  
22 and TR 7. Several public comments and testimony at the hearing also indicate concerns  
23 related to LU 1.3, LU 5, LU 5.5, and DP 1.2.

24 LU 4.4, LU 4.5, TR 2, TR 4.5, and TR 7 envision a connected network of facilities that  
provide safe, direct, and convenient access for all users, including pedestrians, bicycles, and  
automobiles. The facilities are to be designed to allow safe travel through the proposed  
development and are to be generally laid out in a grid pattern with more street intersections,  
shorter block lengths, increased street connectivity, and access to and from the surrounding  
areas. This interconnected system of facilities should allow travel on multiple routes by

1 multiple modes with consideration of and alignment with the existing and planned land use  
2 context of each corridor and major street segment.

3 The original proposal, considered by the applicant and presented to the public during  
4 the required pre-application Community Meeting, included the extension of Crestline Street  
5 to the north from 32<sup>nd</sup> Avenue along the alignment shown in the Final Plat of Estate  
6 Development (November 1970) with a slight variation as it turned to the east and connected  
7 with 31<sup>st</sup> Avenue and on to Southeast Boulevard. That section of Crestline Street (from 37<sup>th</sup>  
8 Avenue to 31<sup>st</sup> Avenue and Southeast Boulevard) is currently designated in the Proposed  
9 Arterial Network Map TR 12 (of the Comprehensive Plan) as a future major collector  
10 arterial; though by Resolution No. 2018-0061, an amendment to the Proposed Arterial  
11 Network Map TR 12 is under consideration, which amendment would possibly “remove the  
12 proposed new urban major collector arterial on Crestline Street between 37<sup>th</sup> Avenue and  
13 Southeast Boulevard at 31<sup>st</sup> Avenue.” Testimony of Inga Note.

14 Public response at the Community Meeting was strongly in favor of eliminating the  
15 Crestline Street extension from 32<sup>nd</sup> Avenue to Southeast Boulevard and 31<sup>st</sup> Avenue. The  
16 reasons expressed for the opposition to the extension of Crestline Street north of 32<sup>nd</sup> Avenue  
17 can be summed up as an expectation that such an extension of Crestline Street would bring  
18 traffic from an already crowded Crestline Street into the neighborhood surrounding the  
19 proposed preliminary plat and PUD site and through the site, thus causing overwhelming  
20 traffic congestion, raise safety issues for pedestrians in the area, and destroy the “alternative  
21 to automobiles” design of the PUD. In contrast, there is public comment and testimony  
22 provided at the hearing before the Hearing Examiner Pro Tem that cites concerns for the  
23 added traffic and threat to safety that will be generated by the development of the PUD as  
24 proposed, with the 126 apartments and other residential units proposed in the PUD that will  
use Crestline Street southbound as their primary ingress and egress to and from the PUD.

16 In support of the proposal to terminate Crestline Street at 32<sup>nd</sup> Avenue, the applicant  
17 argues that transportation concurrency relative to the proposed development in the PUD is  
18 met without Crestline Avenue being extended north of 32<sup>nd</sup> Avenue and is thus unnecessary;  
19 that as indicated by the public comment and the Traffic Distribution Letter (Testimony of  
20 Jim Frank and testimony of Todd Whipple), the extension of Crestline Street would  
21 exacerbate the already congested and allegedly dangerous traffic conditions on Crestline  
22 Street south of 32<sup>nd</sup> Avenue; that the PUD code provisions allow for the deviation from the  
23 specific municipal code requirements in favor of a design that complies with and furthers the  
24 goals and policies of the Comprehensive Plan; and that the Proposed Arterial Network Map  
TR 12 is not a binding ordinance but is more in the nature of a suggestion. Testimony of Jim  
Frank.

22 In response, Spokane City cites to several Comprehensive Plan goals and policies that  
23 they argue dictate the connectivity between the established streets surrounding the proposed  
24 preliminary plat and PUD. They also cite provisions of the SMC that allegedly require  
extension of Crestline Street north of 32<sup>nd</sup> Avenue even in a PUD. Although Spokane City  
agrees that the transportation concurrency is met for the proposed preliminary plat and PUD

1 without the extension of Crestline Street, they point out that concurrency does not eliminate  
2 the requirement to comply with the Comprehensive Plan and applicable municipal code.  
3 Finally, Spokane City argues that prudent engineering practices indicate the need for the  
4 extension and that the Proposed Arterial Network Map TR 12 is a binding document that is  
5 adopted by ordinance. Testimony of Inga Note and testimony of James Richman.

6 The disagreement between Spokane City and the applicant regarding the location and  
7 design of the streets within the proposed preliminary plat and PUD centers on the extension  
8 of Crestline Street such that it connects with Southeast Boulevard and 31<sup>st</sup> Avenue. The  
9 alignment and design of 30<sup>th</sup> Avenue extending east from Martin Street then south to 31<sup>st</sup>  
10 Avenue and east again to Southeast Boulevard is not challenged by Spokane City. Also  
11 uncontested at this point in time is the location of and dedication of the ROW that is depicted  
12 in the Final Plat of Estate Development (1970). During the hearing the applicant indicated  
13 that: 1) the request for the vacation of ROWs within the proposed preliminary plat and PUD  
14 is withdrawn by the applicant; and 2) that the streets and avenues within the proposed  
15 preliminary plat and PUD would all be constructed and dedicated as public streets. The  
16 reason stated for the withdrawal of the request to vacate ROWs was in part that there exists  
17 in the ROW, and may be installed future, utility facilities that must remain and will be  
18 maintained from time to time.

19 The mitigation measures stated in the Mitigated Determination of Nonsignificance  
20 (MDNS) relative to Spokane City File Z1200046-COMP, dated July 29, 2013, are sufficiently  
21 addressed and complied with by the proposed preliminary plat and PUD as conditioned  
22 hereinafter.

23 Comprehensive Plan policies LU 4.4, LU 4.5, TR 2, and TR 7 specifically refer to  
24 connectivity and travel to, from, and within the proposed preliminary plat and PUD. The key  
elements of the policies are safety of pedestrians and non-automobile use, along with an  
increase in connectivity of streets and multiple routes relative to major streets. The proposed  
preliminary plat and PUD is located adjacent to 29<sup>th</sup> Avenue and Southeast Boulevard and  
Crestline Street, each of which are major streets. The elimination of the connection between  
Crestline Street and Southeast Boulevard or 29<sup>th</sup> Avenue would not comply with the policies  
of the Comprehensive Plan relative to connectivity and transportation.

If the connection between Crestline Street and Southeast Boulevard and 29<sup>th</sup> Avenue  
is eliminated, the residents in the southern portion of the development would have only one  
avenue of ingress and egress to and from the development for automobile traffic, that being  
south on Crestline Street. Although traffic could use 34<sup>th</sup> Avenue, 35<sup>th</sup> Avenue, or 37<sup>th</sup>  
Avenue to then travel east or west from Crestline, the most direct route to the east or west  
would be south on Crestline Street to 37<sup>th</sup> Avenue. Even though the design as proposed  
would encourage bicycle or pedestrian traffic for access to the commercial enterprises on 29<sup>th</sup>  
Avenue and/or Southeast Boulevard, the policies for connection with surrounding existing  
streets and multiple routes through the development would be frustrated.

1 Although it is not directly applicable to Crestline Street (a major collector arterial),  
2 policy LU 4.3 provides a possible solution to the connectivity policy faced here and is  
3 consistent with an illustration provided by the applicant as Exhibit #4 at the hearing. The  
4 discussion portion of policy LU 4.3 reads: "Principal arterials that bisect neighborhoods  
5 create undesirable barriers to pedestrian circulation and adversely impact adjoining  
6 residences. Whenever possible, principal arterials should be located on the outer edge of  
7 neighborhoods." Exhibit #4 illustrates a possible route for the connection between Crestline  
8 Street and Southeast Boulevard that meets in large part the other policies identified above  
9 and directs the connecting street around the outer edge of the development (neighborhood).  
10 It is understood that this alternative route may attract traffic from the northern portion of  
11 the development, though that possibility has been considered in the original Traffic  
12 Distribution Letter prepared by Whipple Consulting Engineers, Inc. (January 3, 2018). Such  
13 an alternative design would accomplish the intent of the cited policies and provide a second  
14 route for the residents of the proposed residential dwelling units in the southern portion of  
15 the development.

16 *C.3. The proposal meets the concurrency requirements of Chapter 17D.010 SMC.*

17 The Traffic Distribution Letter dated January 3, 2018, and the Revised Traffic  
18 Distribution Letter, dated August 14, 2018, both generated by Whipple Consulting  
19 Engineers, Inc., regarding the automobile traffic expected to be generated by the proposed  
20 preliminary plat and PUD, conclude that "... the proposed project while adding trips to local  
21 intersections, will not reduce the intersections in the immediate area below an acceptable  
22 level of service." The staff report filed by Spokane City indicates that "The application was  
23 circulated on July 16, 2018, for department and agency comments. Comments were received  
24 and are included in the file. Adequate utilities exist in the area to serve the proposed  
25 project." The applicant's materials, Garden District Preliminary Plat – Subdivision Design  
26 Criteria section contains the following statement under numbered paragraph 9: "A  
27 demographic analysis of similar developments indicates that the Garden District community  
28 will have about 40 school-aged children (under 19 years). Spokane School District No. 81  
29 serves the site and has capacity to serve the additional students."

30 There are no comments from the public or from any agency asserting that the  
31 concurrency requirements for this application have not been met. All evidence in the record  
32 on the subject indicates that the concurrency requirements for this application are met.

33 *C.4. Suitability for proposed use.*

34 As stated above, the site of the proposed preliminary plat and PUD is located within a  
35 Final Plat – Estate Development that was recorded in approximately November 1970. As  
36 such, the property is suitable for redevelopment as infill development. The property is  
37 surrounded by urban development including professional businesses, commercial retail  
38 businesses, medical care providers, multi-family dwelling units, single-family dwelling units,  
39 and is bounded on at least two sides by major urban streets. The property is zoned  
40 appropriately for the proposed development. The topography of the site is well suited for

1 development as proposed. Cultural consideration has been provided by the Spokane Tribe of  
2 Indians indicating a desire for a cultural survey of the site and a discovery plan in the event  
3 that archeological artifacts are discovered on the property during development and  
construction. No objection to the suitability of development of the site has been offered.

4 *C.5. Absence of significant adverse environmental impact.*

5 A SEPA DNS was issued by Spokane City on November 19, 2018. The DNS was not timely  
6 appealed.

7 *D.4. PUD criteria.*

8 In addition to the above criteria found in SMC 17G.060.170(C), approval of the  
9 proposed PUD must meet the following criteria:

10 a. Compliance with applicable standards.

11 The proposed development and uses must comply with all applicable standards of the  
12 title, except where adjustments are being approved as part of the concept plan application,  
13 pursuant to the provisions of SMC 17G.070.200(F)(2). SMC 17G.060.170(D)(4). Construction  
of the PUD is proposed to take place in three phases, and the proposed PUD meets the  
requirement of SMC 17G.070.200(F)(2).

14 Relying upon SMC 17G.070.010, the applicant requests deviation from the standards  
15 of Title 17G SMC, specifically regarding the extension of Crestline Street through the  
16 proposed PUD from 32<sup>nd</sup> Avenue to Southeast Boulevard.

17 SMC 17G.070.010(A) explains that the purpose of the PUD provisions is to encourage  
18 innovative planning and flexible design standards that results in more infill and mixed use  
19 development; economically diverse and affordable housing options; improved protection of  
20 open space and critical areas and transportation options and preserve the existing landscape  
21 and amenities that may not otherwise be protected through conventional development. The  
22 PUD provisions in that code section are: 1) Flexibility, 2) Efficiency, 3) Affordable Housing, 4)  
Diverse Housing, 5) Open Space, 6) Economic Feasibility, and 7) Resource Preservation.

23 The applicant argues that extending Crestline Street through the proposed PUD to  
24 Southeast Boulevard along the path of the dedicated ROW in the Final Plat of Estate  
Development (1970) would diminish if not destroy the designed open space and would  
significantly hinder the resource preservation designed into the proposed PUD. Construction  
of an extension of Crestline Street along the dedicated ROW to Southeast Boulevard would  
cut a wide path through the planned pedestrian pathway designed for that ROW and would  
require the removal of the colonnade of mature trees that borders the proposed pathway  
currently. The proposed design would leave the existing trees and make that area part of the  
green open space designed for the PUD.

25 In response, Spokane City argues that the extension of Crestline Street from 32<sup>nd</sup>  
26 Avenue to Southeast Boulevard is not only included in the Proposed Arterial Network Map  
TR 12, but is also required by the Comprehensive Plan and development standards and

1 street standards contained in the SMC. Upon questioning during the hearing, Spokane City  
2 indicated that the location of the extension of Crestline Street to Southeast Boulevard need  
3 not follow the path of the dedicated ROW in the Final Plat of Estate Development (1970);  
4 however, the City's position is that the extension and connection to Southeast Boulevard  
5 must be made. Spokane City also indicated during the hearing that the extension of  
6 Crestline Street to Southeast Boulevard would not be required to be an arterial as indicated  
7 on the Proposed Arterial Network Map TR 12; however, no indication was given regarding  
8 whether that was a final decision and amendment to the Proposed Arterial Network Map TR  
9 12, thus the question of whether Crestline Street between 32<sup>nd</sup> Avenue and Southeast  
10 Boulevard would be an arterial is not yet resolved.

11 As noted above, during the hearing the applicant submitted an illustration marked as  
12 Exhibit #4 that shows a possible alternate route for a connection between Crestline Street at  
13 32<sup>nd</sup> Avenue and Southeast Boulevard. That possible alternate route would follow 32<sup>nd</sup>  
14 Avenue to the east from Crestline Street and then turn north at the now existing cul-de-sac  
15 to connect to 31<sup>st</sup> Avenue and then proceed along 31<sup>st</sup> Avenue to Southeast Boulevard. The  
16 alternate route in Exhibit #4 would comply with the standards in Title 17G SMC. See SMC  
17 17G.070.145. The applicant's briefing before the Hearing Examiner emphasizes that the  
18 proposed preliminary plat and PUD only proposes to terminate Crestline Street at 32<sup>nd</sup>  
19 Avenue without extending it through the PUD. At the hearing the applicant did not propose  
20 the illustration in Exhibit #4 as a modification to the proposed preliminary plat and PUD.

21 For the reasons stated above in this section, the preliminary plat and PUD as  
22 proposed do not comply with all applicable standards of Title 17G SMC.

#### 23 b. Architectural and Site Design.

24 The applicant has completed the Design Review process and the recommendations of  
the DRB are incorporated into this decision.

#### c. Transportation System Capacity.

As demonstrated by the uncontested Traffic Distribution Letters dated January 3,  
2018, and August 14, 2018, there is sufficient capacity on the arterial system and  
intersections surrounding the proposed preliminary plat and PUD. The capacity of the  
arterial system and intersections surrounding the proposed preliminary plat and PUD,  
however, do not relieve the requirement of compliance with the applicable standards of Title  
17G SMC.

#### d. Availability of Public Services.

Both the applicant and Spokane City assert that there is sufficient capacity within  
the public services to adequately serve the proposed preliminary plat and PUD upon build  
out of the project. This is supported in the record by evidence in the file that the application  
was submitted to departments and agencies who provide those services and the responses  
from those agencies and departments are contained in the file. Failure of an agency or



1 department to respond to the application or to otherwise object is taken as an indication of  
adequate capacity.

2 e. Protection of designated resources such as historic landmarks, view sheds, street trees,  
3 urban forests, critical areas, or agricultural lands.

4 The proposed preliminary plat and PUD is designed to leave in a substantially  
natural state the rock outcropping on the east side of the site and to preserve as much as  
5 possible the mature trees throughout the site. The proposal also maintains much of the  
walking trails that already exist on the property including improvement to the pedestrian  
6 path that currently exists in the area of the ROW for the extension of Crestline Street  
through the Final Plat of Estate Development (1970). There are no agricultural areas within  
7 the site.

8 f. Compatibility with adjacent uses.

9 The site of the proposed preliminary plat and PUD is surrounded by varying uses,  
including commercial development on the northwest and east boundaries. To the west the  
10 site is bounded by multi-family apartment style residential development and to the south by  
single-family residential development on urban sized lots. The proposed commercial and  
11 residential development in the northern portion of the site, with a CC1 zoning classification,  
is compatible with the existing commercial development immediately adjacent to the site. In  
12 the southern portion of the site, with a RSF zoning classification, the proposal indicates a  
total of approximately 126 residential dwelling units across a combination of multi-family  
13 residential structures similar to those to the west of the site, single-family cottage-style  
residential dwellings in the south and east side of the site, and single-family dwellings on  
14 urban sized lots similar to the development immediately across the street in the south and  
east side of the site. The proposed development is within the density requirements for the  
15 site and represents a reasonable buffer and transition from the development on the site to  
the surrounding areas.

16 g. Mitigation of off-site impacts, such as litter, noise, shading, glare, and traffic.

17 As conditioned the proposed preliminary plat and PUD will offer mitigation measures  
relative to this requirement. Although mitigation for traffic is not necessary, based upon the  
18 Traffic Distribution Letters submitted and accepted by Spokane City, the extension of  
Crestline Street from 32<sup>nd</sup> Avenue to Southeast Boulevard is required by the policies of the  
19 Comprehensive Plan and the applicable design and street standards.

20 In summary, as indicated above in this section, the criteria identified in SMC  
21 17G.060.170(D)(4)(b-g) are met by the proposed preliminary plat and PUD. Criteria (a) is not  
met.

1 *D.5 (a-j). Plat, Short Plat, and Binding Site Plan – Capacity and Concurrence.*

2 a. Public health, safety and welfare.

3 As conditioned the proposed preliminary plat and PUD makes appropriate provision  
4 for the public health, safety and welfare.

5 b. Open spaces.

6 The proposal under consideration includes approximately 9.18 acres of common area  
7 tracts that will be used for parks, open spaces, and shared community facilities including  
8 community gardens, a neighborhood park, a community center building, and fitness center.

9 c. Drainage ways.

10 All stormwater and surface drainage generated on-site shall be disposed of on-site in  
11 accordance with SMC 17D.060 "Stormwater Facilities," the 2008 Spokane Regional  
12 Stormwater Manual ("2008 SRSW"), Special Drainage Districts, and City Design Standards.

13 d. Streets, roads, alleys, and other public ways.

14 Public and private streets, including paving, curb, sidewalk, signs, storm drainage  
15 structures/facilities, and swales/planting strips necessary to serve the proposed plat, shall be  
16 designed and constructed in accordance with City standards. During testimony at the  
17 hearing, the applicant indicated that all streets constructed within the proposed preliminary  
18 plat and PUD would be public streets meeting all applicable code requirements and  
19 standards.

20 Notwithstanding a modification of the location of the streets from that illustrated in  
21 the Final Plat of Estate Development (1970), the proposed preliminary plat and PUD  
22 provides a street connection between Martin Street at 30<sup>th</sup> Avenue and Southeast Boulevard  
23 at 31<sup>st</sup> Avenue, consistent with the SEPA mitigation requirements of the Sonneland  
24 Comprehensive Plan Amendment Z1200046-COMP.

At the time of the original application it had been proposed that the existing ROWs  
within the Final Plat of Estate Development (1970) be vacated. During the hearing before  
the Hearing Examiner Pro Tem, the applicant withdrew its request for vacation of the ROWs  
within the earlier plat upon the request of Spokane City. The reason for the withdrawal of  
the request to vacate ROWs and agreement to withdraw was based upon the existence within  
the ROWs of several utility facilities and the significant future possibility of other utility  
facilities being placed within the existing ROWs.

Narrower streets with parking on one side and two, 10-foot lanes have been requested  
indicating a total curb-to-curb width of 28 feet. The alignment and location of the narrower  
section was not identified in the request. The residential standard curb-to-curb width is 36  
feet while the arterial standard curb-to-curb width is 40 feet (SMC 17H.010.050). A design  
variance request must be submitted and approved prior to the submittal of engineering plans  
for review if an alternative width is to be used (SMC 17H.010.020).

1 e. Transit stops.

2 A Spokane Transit Authority (STA) route is currently available along 29<sup>th</sup> Avenue and  
3 Southeast Boulevard, with a bus stop along 29<sup>th</sup> Avenue at Martin Street. There is also a  
4 Park and Ride facility across Southeast Boulevard at the intersection with 31<sup>st</sup> Avenue.  
5 There are no stops or routes proposed internal to the development.

6 f. Potable water supplies.

7 Domestic water services are available at the site of the proposed preliminary plat and  
8 PUD. All water services shall follow the "City of Spokane Water Department Rules and  
9 Regulations for Water Service Installations." The following changes to the applicant's PUD  
10 Development Standards Matrix are required by Spokane City.

11 PUD Development Standards Matrix – CC1 Zone:

12 Utilities – All water services shall follow the "City of Spokane Water  
13 Department Rules and Regulations for Water Service Installations."

14 Manifold meters or bullhead assemblies are not allowed. All sewer services  
15 shall follow the Regulations Governing Sewer Construction in the City of  
16 Spokane and City of Spokane Design standards.

17 PUD Development Standards Matrix – RSF Zone:

18 Utilities – All water services shall follow the "City of Spokane Water  
19 Department Rules and Regulations for Water Service Installations."

20 Manifold meters or Bullhead assemblies are not allowed. All sewer services  
21 shall follow the Regulations Governing Sewer Construction in the City of  
22 Spokane and City of Spokane Design standards.

23 g. Sanitary sewers.

24 All sewer services shall follow the Regulations Governing Sewer Construction in the  
City of Spokane and City of Spokane Design Standards. The sanitary sewer system,  
including individual connections to each lot, shall be constructed and accepted for services  
prior to the City Engineer signing the final plat.

h. Parks, recreation and playgrounds.

See b. Open spaces, above. In addition, Hamblen Park is located roughly a quarter of  
a mile south on Crestline Street from the southern boundary of the proposed preliminary  
plat and PUD. The parks department did not offer any comments on this proposal.

h. Schools and school grounds.

The site is located within the Spokane Public School District #81, roughly a third of a  
mile from Hamblen Elementary School. There are no provisions for public schools or school  
grounds as a part of this proposal. The school district did not provide any comments on this  
proposal.

1 i. Sidewalks, pathways, and other features that assure safe walking conditions.

2 The applicant is proposing a trail system through the community common area and  
3 along streets to provide a comprehensive pedestrian system throughout the site that  
4 connects to the surrounding roadway system and neighborhoods. Separated sidewalks with  
street trees will be required on both sides of each new street.

#### 5 I. City Recommendations:

6 The City recommends approval of this application subject to the conditions of  
7 approval. The City believes that, as the proposal is currently configured, it does not achieve  
8 the connectivity envisioned by the Comprehensive Plan and does not comply with the City's  
9 development regulations, which implement the Comprehensive Plan. The conditions of  
approval are necessary to ensure that the project is consistent with the Comprehensive Plan  
and Development Regulations, and compliance with the conditions should be a condition of  
approval of the project.

10 Any finding of fact above that is a conclusion of law is deemed a conclusion of law.  
Any conclusion of law above that is a finding of fact is deemed a finding of fact.

### 11 III. DECISION

12 Based on the Findings of Fact and Conclusions of Law above, the application for a  
13 preliminary plat and PUD, on a 24.59-acre site to construct 236 residential units and 38,000  
14 square feet of office, retail, and other commercial uses, is hereby approved, subject to  
compliance with the conditions specified below.

15 Any conditions of approval of public agencies that have been added or significantly  
16 altered by the Examiner are *italicized*. This approval does not waive the applicant's  
obligation to comply with all other requirements of other public agencies with jurisdiction  
over land development.

#### 17 A. Conditions of Approval:

- 18 1. Development should adhere to plans, drawings, illustrations, and/or specifications on file  
with the Development Services Center as modified by the conditions below.
- 19 2. *As presently configured, the proposed preliminary plat and PUD is not consistent with the*  
20 *applicable goals and policies of the Comprehensive Plan and does not comply with the*  
21 *applicable standards, specifically related to connectivity of streets surrounding and*  
22 *through the proposed development. The applicable policies and standards require that a*  
*street connection for vehicles be provided between the intersection of Crestline Street and*  
*34th Avenue to the intersection of Southeast Boulevard and 31st Avenue.*

- 23 • This vehicular connection shall be built to City of Spokane Street Standards.
- 24 • This connection shall be *dedicated* as a public ROW.

- 1       • All proposed intersections, corners, or curves must meet the Fire Department's  
2       design standards.
- 3       • *The location of the street connection shall be agreed upon between the City of*  
4       *Spokane and the applicant.*
- 5       • *Whether the street connection between Crestline Street and Southeast Boulevard*  
6       *shall be an arterial street or otherwise is dependent upon the proposed amendment*  
7       *of the Proposed Arterial Network Map (Map TR 12) found in Resolution No. 2018-*  
8       *0061, dated July 9<sup>th</sup>, 2018.*
- 9       3. *The proposed residential public street connection for vehicles between the intersection of*  
10      *Martin Street at 30<sup>th</sup> Avenue and Southeast Boulevard at 31st Avenue shall:*
  - 11       • Be built to City of Spokane street standards;
  - 12       • Be dedicated as a public ROW; and
  - 13       • All proposed intersections, corners or curves must meet the Fire Department's  
14       design standards.
- 15      4. Bike connections must be provided between the three intersections 1) Crestline Street at  
16      34th Avenue, 2) Martin Street at 30<sup>th</sup> Avenue, and 3) Southeast Boulevard at 31st  
17      Avenue.
- 18      5. Pedestrian connections must also be provided between *the three intersections identified in*  
19      *#4 above*, and additionally to the proposed trail in the 32<sup>nd</sup> Avenue alignment to Pittsburg  
20      Street.
- 21      6. *Any new intersection/driveway at 29th Avenue and Stone Street (south side of 29th*  
22      *Avenue) shall be limited to "right-in, right-out only" to maintain the function of 29th*  
23      *Avenue and Southeast Boulevard intersection, pursuant to the Mitigated Determination of*  
24      *Nonsignificance "MDNS" for File No. Z1200046-COMP, dated July 29, 2013.*
- 25      7. Additional clarification shall be provided regarding the following items:
  - 26       • Provide a key to describe or delineate on the topographical map what the  
27       numbered lots and tracts reference.
  - 28       • Modify the plan to indicate the uses proposed and their locations in this plat (SFR,  
29       multifamily, mixed use, etc.) or for the tract uses (open space, stormwater  
30       management, multi-modal and pedestrian access, etc.).
- 31      8. The applicant shall dedicate 7.5 feet of ROW along the south side of 29th Avenue  
32      immediately adjacent to the proposed preliminary plat and PUD, between Martin Street  
33      and the east property boundary to allow for future widening work on 29<sup>th</sup> Avenue.

1     *Dedication of the ROW can be used as a credit to offset the cost of Transportation Impact*  
2     *Fees required due to the development of the site.*

3     9. Intersection improvements of 31st Avenue and Southeast Boulevard will be required to  
4     include minor restriping work, to add a northbound left turn pocket and crosswalk  
5     amenities.

6     10. Transportation impact fees will be assessed per SMC 17D.075.

7     11. All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights, and  
8     similar facilities shall be developed according to City standards, unless specifically  
9     modified by the city engineer. Waivers, variances, or modifications to the private or  
10    public street standards, utilities, and other infrastructure through a PUD shall be  
11    approved by the city engineer. No waivers, variances, or modifications to the private or  
12    public street standards have been approved for this plat.

13    12. *Any proposed vacation of 32<sup>nd</sup> Avenue shall be conducted by the Spokane City Council*  
14    *(SMC17G.080.020.D.2.a).*

- 15       • The existing 32nd Avenue ROW, west of Crestline Street is the planned route for  
16       the new water main that will provide the water supply to the new High System  
17       Reservoir. This ROW is also planned to be the emergency overflow path for the  
18       new reservoir tank. A sufficient no build easement for both of these needs is  
19       required for the vacation to be considered.
- 20       • All existing public water mains and public sewer mains require a minimum no  
21       build easement of 30 feet. If the easements overlap due to the large size of these  
22       mains, the easement shall extend a minimum 15 feet from the outside edge of the  
23       utility on each side. The no build easements shall apply to all structures, patios, or  
24       swimming pools, etc. The City of Spokane shall not be responsible for any surface  
      restoration except grass or asphalt if utility repairs are required. Foundations  
      shall have a minimum 20-foot separation from public water and sewer mains.
- Adequate access shall be provided to surface facilities (e.g., manholes, valves, etc.)  
      within the easement(s).
- If existing public ROW is vacated, the applicant will need to compensate the City  
      of Spokane if there is a net loss of overall platted public ROWs.

25    13. *All existing and proposed easements, both public and private, shall be shown and/or*  
26    *referenced on the preliminary plat face.*

- 27       • Crestline Street was vacated from 29th Avenue to 30th Avenue in 1994 with the  
28       condition of an "unobstructed paved easement" reserved for Washington Water  
29       Power Company, Cox Cable TV, and the City of Spokane for existing and future  
30       utilities. Reference Ordinance C31317, amending C30538, recording number  
31       9503140282.

- 1       • There are existing water service lines to the existing buildings addressed as 2202,  
2       2204, and 2230 E. 29th Avenue. Easements for the water services will need to be  
3       established or water services will need to be relocated as to not cross property  
4       lines.
- 5       14. No structures will be allowed within the existing easement areas of vacated Crestline and  
6       Stone Streets.
- 7       15. Maintain all existing water and sewer services, provide easements and access as needed.
- 8       16. The following items are required to be shown on the preliminary plat per SMC  
9       17G.080.040(B)(2) via SMC 17G.080.050(C)(2):
- 10       • Locations and widths of streets, alleys, ROWs, easements (both public and  
11       private), turn around and emergency access, parks and open spaces will need to be  
12       shown on the preliminary plat. (SMC 17G.080.040 (2)(r)).
- 13       • The location and sizes of all permanent buildings, ... structures, overhead and  
14       underground utilities, ... and other features existing upon, over or under the land  
15       proposed to be subdivided, and identifying any which are to be retained or  
16       removed.
- 17       17. Clearly identify the outer boundary limits of the proposed preliminary plat.
- 18       18. All water services shall comply with the "City of Spokane Water Department Rules and  
19       Regulations for Water Service Installations." All sewer services shall comply with the  
20       Regulations Governing Sewer Construction in the City of Spokane and City of Spokane  
21       Design standards.
- 22       • CC1 Zone: Utilities – All water services shall follow the "City of Spokane Water  
23       Department Rules and Regulations for Water Service Installations." Manifold  
24       meters or Bullhead assemblies are not allowed. All sewer services shall follow the  
25       Regulations Governing Sewer Construction in the City of Spokane and City of  
26       Spokane Design standards.
- 27       • RSF Zone: Utilities – All water services shall follow the "City of Spokane Water  
28       Department Rules and Regulations for Water Service Installations." Manifold  
29       meters or Bullhead assemblies are not allowed. All sewer services shall follow the  
30       Regulations Governing Sewer Construction in the City of Spokane and City of  
31       Spokane Design standards.
- 32       19. All manholes and valves shall require a 12-foot-wide, all-weather driving surface to each  
33       location for access with either a turn-around or through access and must be accessible at  
34       all hours.
- 35       20. Each lot must include addresses on the face of the final plat. Application for addresses  
36       should be made at the time of sewer and water services permits.

- 1 21. Plan review fees for sanitary sewer, water, street, and stormwater improvements will be  
2 determined at the time of plan submittal and must be paid prior to the start of review.
- 3 22. General Facility Charges (GFCs) must be paid at the time of water and sewer permits,  
4 including connections to private systems.
- 5 23. Construction plans for public street, sewer, water, and stormwater systems must be  
6 designed by a Professional Engineer, licensed in the State of Washington, and submitted  
7 to Development Services for review and acceptance prior to construction.
- 8 • The developer will be responsible for all costs associated with constructing street  
9 improvements necessary to serve the proposed plat.
  - 10 • Signing and striping plans, where appropriate, shall be included as part of the  
11 design submittal.
  - 12 • Street designs for the proposed plat shall include supporting geotechnical  
13 information on the adequacy of soils underneath to support vehicular design loads.
  - 14 • Any requests to deviate from the City standards (curb, sidewalk and planting strip  
15 locations/widths, right-of-way widths, etc.) must be submitted in writing and will  
16 be addressed at the time of Developer Services' review of the street engineering  
17 plans.
  - 18 • Minimum 20-foot radii are required at all residential intersections. A minimum of  
19 30-foot radii are required for residential and arterial intersections.
  - 20 • Garages shall be setback a minimum of 20 feet from a sidewalk to fully  
21 accommodate a parked vehicle without obstructing the sidewalk.
  - 22 • Americans with Disabilities Act (ADA) ramps must be constructed as necessary.
  - 23 • All street identification and traffic control signs required due to the proposed plat  
24 shall be installed by the developer at the time of street improvements. They shall  
be installed and inspected to the satisfaction of the City's Construction  
Management Office in accordance with City standards prior to the occupancy of  
any structures within the phase being developed.
- 24 24. There are multiple public sanitary sewer mains within the proposed plat/PUD as well as  
in 29th Avenue available to provide service to this plat/PUD.
- Any new sewer main lines constructed outside public ROW shall be private.
  - Any additional sewers necessary to serve the proposed plat shall be designed and  
constructed to City standards. Review and permit fees are applicable.
  - The developer will be responsible for all costs associated with constructing  
sanitary sewer improvements necessary to serve the proposed plat. Additionally,



- 1 inspection fees are applicable for sewer improvements to the lots and are subject  
2 to be paid prior to the start of construction.
- 3 • Sanitary sewer shall be constructed, inspected, and tested prior to the City  
4 Engineer signing the final plat.
- 5 25. There are multiple public water mains within the proposed plat/PUD as well as in 29th  
6 Avenue available to provide service to this plat/PUD.
- 7 • Any new water mains constructed outside of the public ROW shall be private.
  - 8 • Any additional water mains necessary to serve the proposed plat shall be designed  
9 and constructed to City standards. Review and permit fees are applicable.
  - 10 • The developer will be responsible for all costs associated with constructing water  
11 improvements necessary to serve the proposed plat. Additionally, inspection fees  
12 are applicable for water improvements to the lots and are subject to be paid prior  
13 to the start of construction.
  - 14 • Water improvements shall be constructed, inspected, and tested prior to the City  
15 Engineer signing the final plat.
  - 16 • A pressure of 45 pounds per square inch (psi) minimum to the property line is  
17 required for service connections supplying domestic flows. Pressures shall not drop  
18 below 20 psi at any point in the system during a fire situation. Pressures over 80  
19 psi will require that pressure relief valves be installed at the developer's expense.  
20 Where minimum domestic and fire flows cannot be provided from the existing  
21 water system, the developer will be required to design and construct  
22 improvements necessary to serve the proposed plat in accordance with City  
23 standards.
- 24 26. A hydraulic analysis is required for the proposed removal of any water mains from the  
water system, to ensure the operation of the water system is not compromised by the  
removal.
27. All stormwater and surface drainage generated on-site shall be disposed of on-site in  
accordance with SMC 17D.060 "Stormwater Facilities" and the Project Engineer's  
recommendations, based on the drainage plan accepted for the final plat. A surface  
drainage plan shall be prepared for each lot and shall be submitted to Development  
Services for review and acceptance prior to issuance of a building permit.
- The Dedication of the plat must address who has responsibility for operation and  
maintenance of the proposed drainage facilities. If drainage tracts are proposed, a  
homeowner's association (HOA) must be established and appointed as having  
responsibility for said stormwater facilities in the tracts. An Operation and  
Maintenance Manual is required which will identify and list the operation and  
maintenance tasks associated with the drainage facilities with the tracts. The

- 1 Operations and Maintenance Manual must be referenced in the Dedication of the  
2 plat.
- 3 • All stormwater facilities necessary to serve the proposed plat shall be designed  
4 and constructed in accordance with City standards. Review and permit fees are  
5 applicable.
  - 6 • Prior to construction, a grading and drainage plan showing finished one-foot  
7 contours and supporting calculations shall be submitted to Development Services  
8 for review and acceptance.
  - 9 • An erosion/sediment control plan, detailing how dust and runoff will be handled  
10 during and after construction, shall be submitted to Development Services for  
11 review and acceptance. Erosion and sediment control measures must be in place,  
12 on the project site, prior to the issuance of any building permits and any  
13 construction (including any grading/earth-moving).
  - 14 • One copy plus a pdf of a final drainage report, including supporting geotechnical  
15 site characterization, calculations and documentation, shall be submitted to  
16 Developer Services for review and acceptance prior to the City Engineer signing  
17 the final plat.
  - 18 • Acceptance of a conceptual drainage report does not imply that the concept  
19 proposed is inherently accepted as the final design. Acceptance only implies that  
20 the applicant (or agent) has demonstrated that stormwater disposal is  
21 manageable. It does not relieve the applicant from changes to the design that may  
22 be necessary in order to comply with the City's stormwater ordinance and design  
23 standards.
  - 24 • If drywells are utilized, they will be tested insure design infiltration rates are met.  
A minimum factor of safety of two will be required. You must register all new dry  
wells and other injection wells with the Underground Injection Control program  
(UIC) at Washington State Department of Ecology (WSDOW) prior to use. In  
addition, discharge from the well(s) must comply with the ground water quality  
requirement (nonendangerment standard) at the top of the ground water table.  
Contact the Eastern Regional Office UIC Coordinator, Llyn Doremus at (509) 329-  
3518 or via email at Llyn.Doremus@ecy.wa.gov. You may also go to  
[https://ecology.wa.gov/Regulations-Permits/Guidance-technical-  
assistance/Underground-injection-control-program](https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Underground-injection-control-program) for registration forms and  
further information. Proof of registration must be provided prior to plan  
acceptance.
  - The developer is responsible for all costs associated with constructing stormwater  
improvements necessary to serve the proposed plat.

28. *An unpaved trail shall connect between the Garden District and Touchmark development  
at the intersection of vacated 32nd Avenue and Napa Street.*

- 1 29. All water services after the required Protectus meter as shown in City of Spokane  
2 Standard Plan Y-118 shall be private. All vault locations shall be per Standard Plan Y-  
118.
- 3 30. A \$250.00 deposit will be required for each monument to be installed as part of the final  
4 plat.
- 5 31. Civil engineered plans and profiles shall use NAVD88 datum (City of Spokane datum  
minus 13.13 feet).
- 6 32. In accordance with the City's Financial Guarantee Policy, a financial guarantee will be  
7 required for all street, drainage, and erosion / sediment control improvements not  
constructed prior to approval of the final plat.
- 8 33. Site fire flow will be required to be provided and maintained during construction.
- 9 34. Fire hydrant spacing shall not be more than 500 feet (along an acceptable path of travel),  
10 within 500 feet of the property line for non-sprinklered buildings and 750 feet of the  
11 property line for fire sprinklered buildings (SMC 17F.080.030).
- 12 35. For commercial buildings, fire hydrants are required to be along an acceptable path of  
13 travel within 400 feet to all points around the building without fire sprinklers  
(International Fire Code [IFC] 507.5.1), and 600 feet for commercial buildings with fire  
sprinklers (IFC 507.5.1, exception 2).
- 14 36. Fire Department Connections for new fire sprinkler system installations shall be located  
15 no more than five hundred feet from a fire hydrant along an accessible path of travel  
unless where approved by the fire official.
- 16 37. Fire Department approved all-weather access must be provided to within 150 feet of any  
17 point around the outside of a building (IFC 503.1.1). For fully sprinklered buildings, this  
18 is extended to 165 feet (IFC 503.1.1, exception 1). Dead-end roads longer than 150 feet  
19 need approved fire apparatus turn-arounds (IFC 503.2.5). Fire apparatus turning radius  
20 is 50 feet external, 28 feet internal (SMC 17F.080.030.D.3). Minimum height clearance is  
13 feet-6 inches (IFC 503.2.1). Fire lanes will have a maximum slope of 10 percent (based  
on IFC 503.2.7). Minimum width for fire access is 20 feet, unobstructed (IFC 503.2.1).
- 21 38. Buildings exceeding 30 feet in height and will be required to have a Fire Aerial Access  
lane of 26 feet wide along at least one full side of each building (IFC D105.2).
- 22 39. Fire access will be maintained during construction. The fire lanes will be maintained  
23 with an all-weather surface (IFC 3310.1).
- 24

1 40. Single-family and duplex residential developments that exceed 30 dwelling units on any  
2 single road with no additional access are required to have a second fire access road (IFC  
D107.1).

3 41. *Pursuant to the DRB recommendation dated June 13, 2018:*

- 4 • The Design Review Board finds that the site design and architecture as presented  
5 demonstrates the use of innovative, aesthetic, and energy-efficient design.
- 6 • The Design Review Board supports the requested design departure to provide a 6-  
7 foot separated sidewalk with a 6-foot planting strip (in the CC1 zoned portion)
- 8 • The project as proposed preserves the healthy urban forest canopy and supports a  
9 pedestrian friendly environment.
- 10 • The applicant shall preserve the existing allee of trees in the center of the site.
- 11 • The applicant shall consider opportunities for a terminated vista at South  
12 Crestline Street and East 32nd Avenue with an amenity or art.
- 13 • The applicant shall consider opportunities for greater variation of the roof form of  
14 the two story multifamily housing units on the south end of the site to better blend  
15 with the existing neighborhood.
- 16 • The project as proposed will better meet the buffer requirement if conifers are  
17 integrated into the southern landscape buffer.
- 18 • *Based upon the condition imposed by this decision, requiring that a connection be  
19 established between the intersection of Crestline Street and 32<sup>nd</sup> Avenue and  
20 Southeast Boulevard and 31<sup>st</sup> Avenue, upon agreement between Spokane City and  
21 the applicant regarding the location of said connection, the applicant shall return  
22 to the Design Review Board to address traffic calming, along with any disruptions  
23 to the pedestrian friendly environment and urban forest canopy.*

24 42. Pursuant to the WSDOE comment:

- The operator of a construction site that disturbs one acre or more of total land area, and which has or will have a discharge of stormwater to a surface water or to a storm sewer, must apply for coverage under WSDOE's Baseline General Permit for Stormwater Discharges Associated with Construction Activities.

43. Pursuant to the STA comments:

- As the Garden District project moves forward, Spokane Transit requests that we continue to be involved in the design of the transit stop and associated amenities. In particular, the stop and amenities should be planned to support the implementation of High Performance Transit elements, with planned improvements on the 29th Avenue corridor beginning in 2019. Specifically, we are interested in improving (and/or slightly relocating) the existing eastbound stop at

1 Southeast Boulevard. Such improvements should accommodate raised boarding  
2 platforms and power/communication conduits to support High Performance  
Transit infrastructure.

- 3 • Spokane Transit further requests that pedestrian crossing improvements at the  
4 intersection of East 31st Avenue and South Southeast Boulevard be considered as  
part of the project.

5 44. Pursuant to the Spokane Tribe comments:

- 6 • An inadvertent disturbance plan be created and submitted to Spokane City prior  
to commencement of construction on the project.

7 45. The following statements shall be included in the Dedicatory Language on the face of the  
8 final plat:

- 9 • 10-foot-wide easements for "Dry" utilities (electric, gas, phone, fiber, cable TV) as  
10 shown on the herein described plat are hereby dedicated for the use of serving  
11 utility companies for the construction, reconstruction, maintenance, protection,  
12 inspection and operation of their respective facilities, together with the right to  
13 prohibit changes in grade over installed underground facilities and the right to  
14 prohibit, trim and/or remove trees, bushes, landscaping without compensation and  
to prohibit brick, rock or masonry structures that may interfere with the  
construction, reconstruction, reliability, maintenance, and safe operation of same.  
Storm drain dry wells and Water Meter boxes shall not be placed within the "Dry"  
easements; however, lateral crossings by storm drain, water and sewer lines are  
permitted. Serving utilities are also granted the right to install utilities across  
sidewalk easements, common areas or Tracts and future acquisition areas.
- 15 • Utility easements shown here on the described plat are hereby dedicated to the  
16 City and its permittees for the construction, reconstruction, maintenance, and  
17 operation of utilities and cable television, together with the right to inspect said  
utilities and to trim and/or remove brush and trees which may interfere with the  
construction, maintenance, and operation of the same.
- 18 • All storm water and surface drainage generated on-site shall be disposed of on-site  
19 in accordance with SMC 17D.060 "Storm water Facilities", City standards, and as  
20 per the Project Engineer's recommendations, based on the drainage plan accepted  
21 for the final plat. Pre-development flow of any off-site runoff passing through the  
proposed plat shall not be increased (rate or volume) or concentrated due to  
development of the plat, based on a 50-year design storm. An escape route for an  
"a 100-year design storm event" must be identified.
- 22 • Slope easements for cut and fill, as deemed necessary by Engineering Services, in  
23 accordance with the City's Design Standards, are hereby granted to the City of  
Spokane for the construction and maintenance of public streets adjoining this plat.
- 24 • This plat is not in an irrigation district. The property owner shall maintain the  
drainage swale/planting strip in the public right-of-way, adjacent to the property

owner's property, with a permanent live cover of lawn turf, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the approved plans. Any re-grading of the lots shall not alter the drainage of such facilities. The City of Spokane and its authorized agents are hereby granted the right to ingress and egress to, over, and from all public and private drainage easements and tracts for the purposes of inspection and emergency maintenance of drainage swales and other drainage facilities. The property owner or his/her representative shall inform each succeeding purchaser of all drainage easements on the property and his/her responsibility for maintain drainage facilities within said easements.

- The City of Spokane does not accept the responsibility of maintaining the stormwater drainage facilities on private property nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of stormwater drainage easements on private property.
- All improvements (street, sewer, storm sewer, and water) shall be constructed to City standards by the developer prior to the occupancy of any structures served by said improvements.
- All required improvements serving the plat, including streets, sanitary sewer, stormwater, and water shall be designed and constructed at the developer's expense. The improvements must be constructed to City Standards by the developer prior to the occupancy of any structures within the development.
- No building permit shall be issued for any lot in this subdivision/PUD until evidence satisfactory to the City Engineer has been provided showing that the recommendations of chapter 17D.060 SMC, Stormwater Facilities, and the Project Engineer's recommendation, based on the drainage plan accepted for the final subdivision/PUD, have been complied with.
- No garage shall be permitted within twenty feet from the front property line.
- All parking areas and driveways shall be hard surfaced.
- Only City of Spokane Water shall serve the plat. The use of individual on-site wells is prohibited.
- Only City of Spokane Sewer shall serve the plat. The use of individual on-site sanitary disposal systems is prohibited.
- A Transportation Impact Fee will be collected for each lot per SMC 17D.075.
- Development of the subject property, including grading and filling, are required to follow an erosion/sediment control plan that has been submitted to and accepted by Development Services prior to the issuance of any building and/or grading permits.

- Prior to the issuance of any building permits, the lots shall be connected to a functioning public or private water system complying with the requirements of the Engineering Services Department and having adequate pressure for domestic and fire uses, as determined by the Water and Hydroelectric Services Development.
- Prior to the issuance of any building permits, the lots shall be served by fire hydrants and shall have appropriate access to streets as determined by the requirements of the City Fire Department and the Engineering Services Department.
- Water mains and fire hydrants must be installed at the developer's expense, in locations approved by the City Fire Department and in accordance with applicable State and Federal provisions.
- The water system shall be designed and constructed in accordance with City Standards. A pressure of 45 psi minimum at the property line is required for services connections supplying domestic flows. Pressures shall not drop below 20 psi at any point in the system during a fire situation. Pressures over 80 psi will require that pressure relief valves be installed at the developer's expense.
- All private improvements constructed within the boundaries of a PUD are required to be maintained by a homeowner's association or comparable entity established for this PUD.

DATED this 15<sup>th</sup> day of January, 2019

CITY OF SPOKANE HEARING EXAMINER  
PRO TEM

  
David W. Hubert, WSBA #16488

**NOTICE OF FINAL DECISION AND NOTICE OF RIGHT TO APPEAL**

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

Decisions by the Hearing Examiner regarding preliminary long plats and PUDs are final. The Hearing Examiner's decision may be appealed to the Spokane City Council. All appeals must be filed with the Planning Department within fourteen (14) calendar days of the issuance of the decision.

Pursuant to Revised Code of Washington (RCW) Chapter 36.70C, the date of issuance of the Hearing Examiner's decision is three (3) days after it is mailed.

On January 15, 2019, a copy of this decision will be by first class mail to the Applicant, the Property Owner, and the Agent and by email or first class mail to other

1 parties of record. The date of issuance of the Hearing Examiner's decision is January 18,  
2019.

2 THE LAST DAY FOR APPEAL OF THIS DECISION TO THE SPOKANE CITY  
3 COUNCIL IS FEBRUARY 1, 2019.

4 In addition to paying the appeal fee to appeal the decision, the ordinance requires  
5 payment of a transcript fee to the Office of the Hearing Examiner to cover the costs of  
6 preparing a verbatim transcript and otherwise preparing a full record for the City Council.

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

**Record/Permit Number: Z19-047APPL**



**Planning Services  
Department**  
808 W Spokane Falls Blvd  
Spokane, WA 99201  
Phone: (509) 625-6060  
www.spokaneplanning.org

**Job Title: Garden District Appeal - Neighborhood**

**Expires:**

**Site Information:**

Address:

Parcel #:

**Applicant**

**Kelly Puzio  
3525 S Crestline St  
SPOKANE WA 99203**

Permit Status

Application Accepted

Status Date:

02/01/2019

Parent Permit:

**Owner**

**RECEIVED**

**FEB 01 2019**

**HEARING EXAMINER**

**Description of Work:**

**Garden District Appeal - Neighborhood**

**Contractor(s)**

**Fees:**

Appeal to City Council

**Qty:**

1

**Amount:**

\$500.00

**Payments:**

02/01/2019

Check

**Ref#**

1112

**Amount:**

\$500.00

\$500.00

\$500.00

**Estimated Balance Due :**

**Amount:**

\$0.00

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**CONDITIONS OF APPROVAL**



# Request for Appeal or Reconsideration

## Application

Rev. 20170927

Please answer each question completely. If more space is needed, attach additional paper.

**RECEIVED**

### Appellant:

Name: Kelly Puzio

FEB 01 2019

Address: 3525 S. Crestline St. Spokane, WA 99203

HEARING EXAMINER

Phone: 202-468-5501

Email: kgpuzio@gmail.com

### Respondent:

Name: Spokane City

Address: 808 W Spokane Falls Blvd., Spokane, WA. 99201

Phone: 509-755-2489

Email:

File Number (of application or permit, if applicable): Z18-598PPUD

This is an appeal or reconsideration of:

**RECEIVED**

FEB 01 2019

- ☒ Hearing Examiner
- ☐ Planning Commission
- ☐ City Engineer
- ☐ City Council
- ☐ Junk Vehicle Determination

- ☐ Planning Director
- ☐ Director of Building
- ☐ Traffic Engineer
- ☐ Homeless Encampment Decision
- ☐ Other: \_\_\_\_\_

PLANNING & DEVELOPMENT

This is an appeal or reconsideration to the:

- ☒ City Council
- ☐ Planning Examiner

- ☐ Hearing Examiner
- ☐ Other: \_\_\_\_\_

**What is the decision being appealed or request for reconsideration?**

(i.e. approval or denial of a special permit or issuance of a building permit, etc.)

Garden District Preliminary Plat and PUD Application, Findings of Fact, Conclusions of Law, and Decision (Jan. 15, 2019).

**Why is the decision wrong?**

- ☒ Error or misinterpretation of FACT                      ☐ Error in PROCEDURE  
☒ Error or misinterpretation of LAW or COMPREHENSIVE PLAN

Please identify the specific factual, legal or procedural errors or misinterpretations that you believe resulted in the decision being wrong and how correcting the error would result in a different decision. If you believe a misinterpretation of the law or Comprehensive Plan or procedural error was made, please identify the specific laws, code sections or plan policies that you believe were misapplied, misinterpreted, or violated:

See attached document

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**What is the harm to you resulting from the decision?**

See attached document

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**What relief do you seek? What would you have the decision maker do?**

See attached document

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SUBMITTED BY:

Kelly Puzio



2/1/19

**ACKNOWLEDGEMENT**

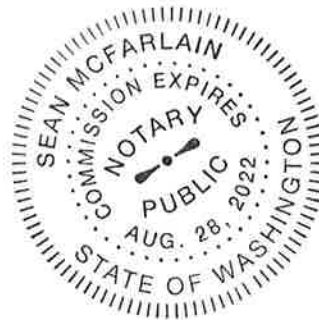
I certify that I know or have satisfactory evidence that Kelly Puzio signed this instrument and acknowledged it to be his/her own free and voluntary act for the uses and purposes mentioned in this instrument.

DATE:

2/1/2019



Notary Public in and for the City of Spokane,  
State of Washington  
My commission expires: 08/28/2022

**For Staff Use Only**

Date appeal filed:  
Was appeal timely filed?  
Appeal fee?  
Transcript fee?

Date appeal period ends:  
Is appellant a party of record?  
Fee paid?  
Fee paid?

**Co-appellants:**

Adrian	Rigsby	2214 E 35th
Alan	DeLong	3525 South Lee St.
Amanda	Gable	3705 S Crestline St.
Amy	Heppler	4516 S Altamont
Andy	Ketza	2203 East 34th Avenue
Andy	Wittwer	3617 S Smith
Barbara	Safranek	2315 E 34th Ave
Bing	Preston	3305 S. Crestline St.
Brad	Pearson	3410 S Napa
Cade	Mowry	4327 S. Crestline St
Chad	Rigsby	2214 E 35th
Charles	Milani	2204 E 34th Avenue
Dean	Gable	3705 S Crestline St.
Desiree	Mowry	4327 S. Crestline St
Diane	Van Orden	2211 E. 34th Ave
Diane	Birginal	2025 E 36th
Drew	Repp	2024 E 36th
Duane	Swinton	2319 East 34th Ave
Erin	Rushworth	3525 S Crestline
Heather	Stewner	1926 E 36 Ave
Holly	Bozo	1926 East 34th Ave.
Jan	Swinton	2319 East 34th Ave
John	Bozo	1926 East 34th Ave.
Katherine	Woodfield	2224 E 36th Ave
Kelly	Puzio	3525 S Crestline
Kevin	Edwards	2206 E. 32nd Ave
Kirk	Jackson	4302 S. Crestline St.
Laine	Lam Barth	2310 E 34th Ave
Laura	DeLong	3525 South Lee St.
Lindsay	Edwards	2206 E. 32nd Ave
Lisa	Repp	2024 E 36th
Marcia	Milani	2204 E 34th Avenue

Mark	Safranek	2315 E 34th Ave
Martin	Woodfield	2224 E 36th Ave
Mayla	Edwards	2206 E. 32nd Ave
Michael	Syon	3505 South Lee Street
Nathan	Taylor	1810 E 35th
Pablo	Monsivais	2128 E 35th
Rachel	Devlin	1508 E 34th Ave
Ramona	Pearson	3410 S Napa
Richard	Sola	3605 S. Crestline
Richard	Van Orden	2211 E. 34th Ave
Rick	Boal	2026 E. 30th
Rita	Ketza	2203 East 34th Avenue
Roberta	Jackson	2102 E 30th Ave
Sandi	Jackson	4302 S. Crestline St.
Sharma Shields	Mills	2223 E 36th Ave
Shirley	Marpe	2025 E 34th Ave
Simeon	Mills	2223 E 36th Ave
Temeria	Hatch	2111 E 36th Ave
Theodore	Edwards	2206 E. 32nd Ave
Theresa	Bidowski	2014 East 35th Avenue
Tiffany	Syron	3505 South Lee Street
Tim	Devlin	1508 E 34th Ave
Wendy	Holcomb	1805 E 18th Ave.
William	Bidowski	2014 East 35th Avenue
William	Edwards	2206 E. 32nd Ave
Wu	Xiaodan	2203 E 35th Avenue

**Please identify the specific factual, legal or procedural errors or misinterpretations that you believe resulted in the decision being wrong and how correcting the error would result in a different decision. If you believe a misinterpretation of the law or Comprehensive Plan or procedural error was made, please identify the specific laws, code sections or plan policies that you believe were misapplied, misinterpreted, or violated:**

In his decision of January 15, 2019, the Hearing Examiner approved the Garden District PUD and subdivision, but imposed a condition requiring Crestline Street to be extended and connected to Southeast Boulevard, just south of the intersection of Southeast and 29<sup>th</sup> Avenue (the

“Crestline Extension”). The Crestline Extension is opposed by the surrounding Lincoln Heights Neighborhood, the developer (Greenstone), and the Lincoln Height Neighborhood Council (see the official comments from the Lincoln Heights Neighborhood Council included below). The City Council has also expressed concern over extending Crestline to Southeast Boulevard, as stated in Council Resolution 2018-0061.

The Hearing Examiner based this condition on his conclusion that, absent the Crestline Extension, the PUD and subdivision would conflict with the development code and Comprehensive Plan. Specifically, the Hearing Examiner held that omitting the Crestline Extension would violate policies LU 4.4., LU 4.5, TR 2, and TR7. With respect to the development code, the Hearing Examiner did not cite specific regulatory requirements with which the project would conflict (absent the extension). However, the city’s staff report cited SMC 17H.010.030, SMC 17H.010.080, SMC 17G.080.070, and SMC 17G.070.145 as the basis for the alleged conflict with the code.

However, as documented in the developer’s response to the staff report, the Crestline Extension is not required to ensure consistency with these elements of the Comprehensive Plan and development code. Not only are these provisions too general and vague (and, in some instances, irrelevant) to require the specific action of extending Crestline to Southeast Boulevard, substantial testimony was presented at the hearing that there is already adequate street connectivity in the neighborhood. In short, the Hearing Examiner erred in his conclusion that the Crestline Extension is necessary to ensure compliance with the code and Comprehensive Plan. As a result, the Examiner erred in imposing that requirement as a condition of approval.

In contrast, the Crestline Extension would conflict with provisions of the Comprehensive Plan favoring preservation of neighborhood character and compatibility of in-fill development—specifically, Comprehensive Plan policy LU 1.3 and goal LU 5. In this case, the neighborhood is strongly opposed to the Crestline Extension as it would lead to more traffic in areas where pedestrian safety is already an issue, and would have a dramatic and negative impact on the existing character of the neighborhood.

Correcting these erroneous legal conclusions would result in a decision approving the Garden District PUD and subdivision without the requirement to extend Crestline to Southeast Boulevard. Absent a conflict with the Comprehensive Plan and development code, such a condition would not be justified.

In addition to his erroneous conclusion that the Crestline Extension is necessary for consistency with the Comprehensive Plan and development code, the Examiner also erred in how he chose to implement that condition. At the hearing, the developer demonstrated that there are at least two viable routes for connecting Crestline to Southeast Boulevard, and the Examiner himself opined that both routes would be consistent with the Comprehensive Plan and code. The Examiner even observed that the less impactful route would be consistent with policy LU

4.3 of the Comprehensive Plan, whereas the more impactful route preferred by the city would not.

However, instead of allowing the developer to select the preferred route, and then propose that route for approval by the Examiner, the Examiner's decision requires the developer and city to "agree" on which route will be implemented. In essence, this gives the city veto authority over any proposed alignment for the Crestline Extension. The city need only withhold its "agreement," and the project will die. Yet, where two or more options would equally comply with the code, the city does not have authority to force a developer to choose one option over another.

Finally, the Examiner's decision requires the developer to return to the Design Review Board for further consideration of the proposal after a specific alignment is chosen for the Crestline Extension. However, under the Spokane Municipal Code, the Design Review Board is an advisory body without final decision-making authority and the decision does not specify how the Design Review Board's future recommendations will be effectuated. In this way, too, the Decision was made in error. At the very least, the decision must specify a mechanism for enforcing the Board's future recommendations.

#### **What is the harm to you resulting from the decision?**

The appellant and co-appellants live in the neighborhood directly adjacent (or near) the proposed site. We are members of the Lincoln Heights Neighborhood community and council.

The harm resulting to the Lincoln Heights Neighborhood is three-fold:

First, the construction of this arterial will require the destruction of important trees and urban canopy. When considering Greenstone's project, the Spokane Design Review Board (2018) unanimously voted to preserve this urban canopy. Previously, the South Hill Coalition (2014) identified preserving and enhancing the tree canopy as a critical goal. The destruction of these trees and urban canopy will be an extraordinary loss to the entire neighborhood.

Second, this decision requires the developer (Greenstone) to build an arterial through an existing neighborhood. This activity is explicitly rejected in the Spokane Comprehensive Plan: "Existing neighborhoods will be preserved or enhanced ... principle arterials that bisect neighborhoods create undesirable barriers to pedestrian circulation and adversely impact adjoining residences." This arterial will reduce the walkability of our neighborhood, which is already devoid of sidewalks. Only 23% of the streets in this neighborhood have sidewalks.

Third, the construction of this arterial will increase vehicle traffic along Crestline directly adjacent to an Elementary School (Hamblen Elementary), which has over 550 students. Many of these students walk and bike across Crestline on their way to school. This increased traffic strongly increases the likelihood that a young child will be hit or struck by a car.



**What relief do you seek? What would you have the decision maker do?**

We request that the City Council modify the challenged decision to allow Greenstone to develop this property as proposed – without connecting Crestline to Southeast Boulevard or requiring any other street connections (such as a street connection between 31<sup>st</sup> and Southeast) to Southeast Boulevard. In the alternative, we request reversal of the decision insofar as it found a conflict between the proposed PUD and subdivision with the Comprehensive Plan and development code, and/or remand to consider the application absent those erroneous legal conclusions.

**Palmquist, Tami**

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**From:** Carol Tomsic <carol\_tomsic@yahoo.com>  
**Sent:** Thursday, November 15, 2018 11:44 PM  
**To:** Palmquist, Tami  
**Cc:** Beggs, Breean; Kinnear, Lori; Stuckart, Ben; Wittstruck, Melissa; DOUGLAS & MARILYN LLOYD; Sally Phillips; Laine Pitcher; Makaya Judge  
**Subject:** Lincoln Heights Neighborhood Council official comments on Garden District PUD

Official Comments of the  
Lincoln Heights Neighborhood Council  
On the Garden District PUD

The Lincoln Heights Neighborhood Council supports the Garden District PUD as recommended to the City by the Design Review Board.

Our residents have expressed confidence in the Greenstone developer's willingness to construct a quality project and their plan to set aside land for a common, publicly accessible natural area.

The Lincoln Heights Neighborhood Council executive board met to provide this response, which is based on remarks made at Council meetings by council members and concerned neighbors. A vote by the neighborhood council is not possible before the open comment deadline. Per Council bylaws, this response will be presented at the next Council meeting.

At several of our Council meetings attendees have expressed concerns about project aspects. Most of the neighborhood concerns were focused on an extension of Crestline to SE Blvd.

The Lincoln Heights Neighborhood Council is concerned about an increase of volume and speed of traffic on Crestline, especially north of 37<sup>th</sup> where it is currently a residential street without sidewalks. The safety of residents and school children walking to Hamblen elementary would be endangered by the Crestline extension because of the lack of sidewalks and increased traffic. In addition, side roads with noticeable downgrades and limited visibility, especially in the snow and ice, will become dangerous with the increased traffic.

The Lincoln Heights Neighborhood Council is concerned about the safety of the intersection at SE Blvd with the Crestline extension. An increase in car turning movements along with existing bus turning movements will congest an already overburdened intersection. The STA Monroe to Regal High Transit will increase connectivity in our neighborhood, but not if traffic deters it.

The Lincoln Heights Neighborhood Council is concerned about the density of the PUD. Our residents have voiced concerns about crime, multi-family housing and apartments rather than owner-occupied homes. The PUD should continuously address the safety of the residents.

The Lincoln Heights Neighborhood District Plan supports a pedestrian friendly and walkable economically vibrant neighborhood. The Garden District PUD is designed to integrate into the neighborhood and improve connectivity and safety in a manner that complements the existing area. The long-existing pedestrian and bicycle paths on the development will be kept intact by the preservation of an urban forest, open space and residential traffic calming in the development. The Garden District PUD was reviewed by the Design Review Board. The board unanimously recommended the hearing examiner protect the mature tree canopy and stated the PUD preserves the healthy urban forest canopy and supports a pedestrian friendly environment.

The Lincoln Heights Neighborhood Council also notes a reversal of the arterial designation of Crestline was unanimously passed by city council vote to the Comp Plan amendment docket.

The Lincoln Heights Neighborhood Council also notes it does not want an arterial to split its district center. The development will play a strong role in establishing the districts character and long-term success, as cited by our district plan.

The Lincoln Heights Neighborhood Council also supports a walking path through the PUD that connects with the Touchmark walking trail.

The Lincoln Heights Neighborhood Council believes the Garden District PUD provides a non-motorized connectivity to the neighborhood and harmonizes with the South Hill Coalition and Lincoln Heights District Plan.

Thank you

Carol Tomsic

Lincoln Heights Neighborhood Chair

Tami - Please send email confirmation of the comments.

**LGL 2019-0016**

**APPEAL PACKET ON FILE WITH CITY CLERK**