

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, JULY 15, 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. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION
CONSENT AGENDA**REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | | |
|----|---|---------|------------------------------|
| 1. | Set Hearings before City Council for July 22, 2019 on validated petitions filed by Michael Cathcart, Better Spokane, sponsor, regarding Charter amendments: | Approve | |
| | a. Initiative No. 2019-1 open government and transparency in City government. | | LGL 2019-0014 |
| | b. Initiative No. 2019-2 prohibiting a City of Spokane income tax. | | LGL 2019-0015 |
| | Terri Pfister | | |
| 2. | Purchase of eight refuse vehicles for the Solid Waste Collection Department from Western Peterbilt, Inc., using Sourcewell Contracts 112014-LEG and 081-716-PMC—\$3,204,725.95 (incl. tax). | Approve | OPR 2019-0508 |
| | David Paine | | |
| 3. | Consultant Agreement with DKS Associates, (Portland, OR) for transportation and zoning analysis of Grand Boulevard—not to exceed \$75,000. | Approve | OPR 2019-0509 |
| | Inga Note | | |
| 4. | Low Bid of Cameron-Reilly, LLC, (Spokane, WA) for Francis and Alberta Geometric Improvements—\$241,628. An administrative reserve of | Approve | OPR 2019-0510
ENG 2018166 |

\$24,162.80, which is 10% of the contract price, will be set aside. (NW & Balboa/S. Indian Trail Neighborhoods)

Dan Buller

- | | | | |
|----------------------|---|------------------------------------|------------------------------|
| 5. | Contract with LSB Consulting Engineers, PLLC, (Spokane, WA) for Structural Engineering Services for 2019-2021 Non-FHWA funded projects—\$400,000. | Approve | OPR 2019-0511
RFQ 5062-19 |
| Dan Buller | | | |
| 6. | Master Service Contract with Reinland Equipment Auction, (Post Falls, ID) for Ongoing Public Auction Services for the City from July 1, 2019 through June 30, 2024—\$300,000 to \$500,000 Revenue annually. | Approve | OPR 2019-0512
RFQ 5062-19 |
| Sally Stopher | | | |
| 7. | Contract with the Washington State Department of Commerce for a Dental Clinic Grant to be used towards the East Central Community Center Clinic—\$485,000. | Approve | OPR 2019-0515 |
| Dustin West | | | |
| 8. | 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 |
| 9. | City Council Meeting Minutes: _____, 2019. | Approve
All | CPR 2019-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Plan Commission: Two Appointments (Deferred from June 10, 2019.)

Approve

CPR 1981-0295

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending

December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C35793** **Paths & Trails Fund**
FROM: License and Permits, \$59,050;
TO: Various Accounts, same amount.
- (This action budgets for the shared mobility contract awarded to Lime.)
Brandon Blankenagel
- ORD C35794** **Human Services Grant Fund**
FROM: Dept. of Commerce, \$1,841,595;
TO: Various accounts, same amount.
- (This action budgets for Consolidated Homeless Grant funds sub-granted from Spokane County to serve households experiencing homelessness within our community.)
Kelly Keenan
- ORD C35796** **General Fund**
FROM: Unappropriated Reserves, \$56,212;
TO: Various accounts, same amount.
- (This action adds budget capacity to the 2019 Municipal Court Budget to cover the established pay increases effective 7/1/2019, for Municipal Court Judges and Court Commissioners.)
Crystal Marchand

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C35789** **Regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code. (Deferred from July 1, 2019.)**
Council Member Mumm

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35795** **Relating to the adoption of the City of Spokane's Community Empowerment Zone Strategic Plan and the Community Empowerment Zone Boundary and the appointment of the Community Empowerment Zone Manager; adopting a new chapter 8.20 to title 8 of the Spokane Municipal Code.**
Teri Stripes

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for July 15, 2019
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The July 15, 2019, Regular Legislative Session of the City Council is adjourned to July 22, 2019.

NOTES

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

07/15/2019

Date Rec'd	7/1/2019
Clerk's File #	LGL 2019-0014
Renews #	

Submitting Dept	CITY CLERK	Cross Ref #	ORD C35785
Contact Name/Phone	TERRI PFISTER 625-6354	Project #	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0260 INIT. NO. 2019-1 - OPEN GOVERNMENT AND TRANSPARENCY		

Agenda Wording

Set Hearing before City Council for July 22, 2019, on validated Initiative No. 2019-1 petitions filed by Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment regarding open government and transparency in City government.

Summary (Background)

At its meeting held Monday, June 24, 2019, the City Council requested the validation of signatures on Initiative No. 2019-1 petitions. In order to be placed on the November 5, 2019, ballot, 2,226 validated signatures are required. A certificate with a breakdown of the validation process was received by the City Clerk's Office on June 27, 2019. The Certificate reflects that the Spokane County Elections Office examined 3,105 signatures of which 2,285 were valid. This constitutes 5.134 percent of

<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>	PFISTER, TERRI	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mcathcart@betterspokane.org	

<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the votes cast at the last general municipal election held November 5, 2019. Following the hearing, pursuant to SMC 2.02.100 and Section 82 of the City Charter, the City Council adopts a resolution to place the measure on the ballot at the next available election.

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



Spokane County
WASHINGTON

ELECTIONS • VICKY DALTON, AUDITOR

STATE OF WASHINGTON)

County of Spokane)

ss.

CERTIFICATE

The Spokane County Elections Department does hereby certify that the following is a true and correct recapitulation of the results of the verification of signatures submitted by the City of Spokane on June 25, 2019 (Pages 1 – 210) in the matter of:

Initiative No. 2019 - 1 petitions filed by or on behalf of Michael Cathcart, Better Spokane.


The required number of valid signatures to equal 5% of the number of registered voters who voted in the last General Municipal Election (November 7, 2017) in the City of Spokane is 2,226.

Of the 3,343 signatures submitted, the Spokane County Elections Office examined 3,105 signatures, of which 2,285 were approved and 820 were not approved and 238 were not examined.

SPOKANE COUNTY ELECTIONS DEPARTMENT


County Auditor

ATTEST:


Mike McLaughlin – Elections Manager

June 27, 2019

cc: File



WARNING

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, or signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE

JUN 10 2019

INITIATIVE NO. 2019 - 1

CITY CLERK'S OFFICE

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Charter amendment, known as Initiative No. 2019 - 1, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Charter amendment shall appear as the following proposition:

BALLOT TITLE

CHARTER AMENDMENT REGARDING OPEN GOVERNMENT AND TRANSPARENCY IN CITY GOVERNMENT

Shall the Spokane City Charter be amended to require all collective bargaining negotiations be transparent and open to public observation, requiring public notification of such meetings as required by the Washington State Open Public Meetings Act and require all contracts be available for public review and observation on the City's website?

 YES
 NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Charter amendment is printed on the reverse side of this page)

	PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE			
			Street Address	City	State	Zip
1.		Robb Brown	2624 W. 6th	Spokane	WA	99205
2.		Eric Feldman	4214 W. Quana	Spokane	WA	99205
3.		Bryce Eugene Ault	2016 17th	Spokane	WA	99203
4.		Hanky Beall	5004 N. Cedar	Spokane	WA	99205
5.		Kristy Amantea	3107 W. 5th	Spokane	WA	99204
6.		Amy MacCallum	5402 W. 6th	Spokane	WA	99205
7.		Jeremy Brown	5208 N. Martin	Spokane	WA	99207
8.		Colin Melzer	9626 N. Kinnick	Spokane	WA	99208
9.		Cindy Weiss	6627 N. Main	Spokane	WA	99208
10.		Kyle Ceras	5128 N. Belmont	Spokane	WA	99205
11.		JAMES PARKINS	3018 W. Heroy	Spokane	WA	99204
12.		Patricia Parkins	308 W. Heroy	Spokane	WA	99205
13.		Jeff Ward	1622 W. 7th	Spokane	WA	99204
14.		Carrie Tanning	5405 N. Crestline St #2	Spokane	WA	99207
15.		Felicia Karpess	5418 N. Post St.	Spokane	WA	99205
16.		Kenneth Barton	2510 W. Colquhoun	Spokane	WA	99202
17.		Stephanie Szabo	6010 N. Montevista	Spokane	WA	99205
18.		WILLIAM J. BURKE	421 W. Montevista	Spokane	WA	99205
19.		Tasha Swell	1203 E. Rockwell	Spokane	WA	99207
20.		Jessica Pierre	4119 N. Hannum	Spokane	WA	99205

Petitioner: Michael Cathcart, Better Spokane, 510 W. Riverside, Suite 500, Spokane, WA 99201 (509)999-8315
Signature-gathering firm: Ballot Access, 51530 Huntington Rd. #6, La Pine, OR 97739-7507 (503)433-1504 Flair@tritonpolling.com
City Business Registration No. 604436168-001-0001

SUMMARY OF THE MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The City and the respective represented labor groups negotiate collectively bargained agreements pursuant to the Washington State Public Employees' Collective Bargaining Act, Chapter 41.56 RCW. Collective bargaining sessions are conducted in private meetings between the parties and are not required to be open to the public pursuant to the Open Public Meetings Act, RCW 42.30.140 (4).

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure will amend the City Charter to require all collective bargaining negotiations be transparent and open to public observation, public notification of such meetings as required by the Washington State Open Public Meetings Act and all contracts be available for public review and observation on the City's website.

I, Susan Mays, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature) Susan Mays (Date) 4-30-2019

CHARTER AMENDMENT REGARDING OPEN GOVERNMENT AND TRANSPARENCY IN CITY GOVERNMENT

WHEREAS, democracy demands transparency; and

WHEREAS, a transparent government is a top priority for the citizens of the City of Spokane; and

WHEREAS, the Open Public Meetings Act was passed by citizen initiative in the State of Washington in 1972, and

WHEREAS, the legislative declaration of the Open Public Meetings Act (RCW 42.30.010) states in part:

The people of this state do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.; and

WHEREAS, the people of Washington State declared at the ballot box through Initiative 276 (chapter 42.17 Revised Code of Washington) that, "the people have the right to expect from their elected representatives at all levels of government the utmost of integrity, honesty, and fairness in their dealings," and that our form of government "is founded on a belief that those entrusted with the offices of government have nothing to fear from full public disclosure;" and

WHEREAS, Substitute House Bill 1268, the Personnel System Reform Act approved by the Legislature in 2002, ended the longstanding precedent of publicly negotiated collective bargaining agreements; and

WHEREAS, collective bargaining agreements are among the City of Spokane's largest expenditures; and

WHEREAS, both taxpayers and employees deserve the right to know how they are being represented during collective bargaining negotiations; and

WHEREAS, collective bargaining units and their agents have contributed hundreds of thousands of dollars to the election of local officials through direct and indirect campaign contributions, creating an impression of secret deal-making, which will be eliminated by making collective bargaining negotiations open to the public; and

WHEREAS, public observance of collective bargaining contract negotiations will not preclude bargaining representatives of both sides from meeting separately and privately to discuss negotiating tactics, goals, and methods; and

WHEREAS, opening collective bargaining negotiations to the public does not mean that the public will participate in the negotiations; and

WHEREAS, collective bargaining is defined in statute (RCW 41.56.030); and

WHEREAS, making collective bargaining contract negotiations transparent does not conflict with and is not preempted by state law; and

WHEREAS, the Open Public Meetings Act (RCW 42.30.140) permits collective bargaining contract negotiations to be exempted from the open public meetings requirements, but this exemption does not compel such negotiations to be secret; and

WHEREAS, the Open Public Meetings Act (RCW 42.30.140) does not prohibit governments from making these negotiations open to the public.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. Article IV of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

Section 40. Open Collective Bargaining Negotiations

- A. As of December 1, 2019, the City of Spokane will conduct all collective bargaining contract negotiations in a manner that is transparent and open to public observation both in person and through video streaming or playback. This section does not require the city to permit public comment opportunities during negotiations.
- B. The City of Spokane shall provide public notice of all collective bargaining negotiations in accordance with the Open Public Meetings Act (RCW 42.30.060-42.30.080.)
- C. The City of Spokane shall publish and maintain all notes, documentation, and collective bargaining proposals on the city's official website within two business days of their transmission between the negotiating parties.
- D. The City of Spokane shall publish all final collective bargaining agreements on the city's official website for the life of the agreement.
- E. Any elected official or an elected official's agent who is determined by the City Ethics Commission to have participated in any collective bargaining negotiation in violation of this charter amendment shall be referred to the City or County Prosecutors office for appropriate action.
- F. Open to public observation does not include meetings related to any activity conducted pursuant to the enforcement of a collective bargaining agreement (CBA) after the CBA is negotiated and executed, including but not limited to grievance proceedings.

Section 2. Severability. If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 3. Submission to Voters. This City Charter amendment shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. This Charter amendment, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

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

07/15/2019

<u>Date Rec'd</u>	7/1/2019
<u>Clerk's File #</u>	LGL 2019-0015
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C35786
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	CITY CLERK
Contact Name/Phone	TERRI PFISTER 6354
Contact E-Mail	TPFISTER@SPOKANECITY.ORG
Agenda Item Type	Report Item
Agenda Item Name	0260 - INIT NO. 2019-2 PETITION SIGNATURES RE: SPOKANE INCOME TAX

Agenda Wording

Set hearing before City Council for July 22, 2019, on validated Initiative No. 2019-2 petitions filed by Michael Cathcart, Better Spokane, sponsor, regarding Charter amendment prohibiting a City of Spokane income tax.

Summary (Background)

At its meeting held Monday, June 24, 2019, the City Council requested the validation of signatures on Initiative No. 2019-2 petitions. In order to be placed on the November 5, 2019, ballot, 2,226 validated signatures are required. A certificate with a breakdown of the validation process was received by the City Clerk's Office on June 27, 2019. The Certificate reflects that the Spokane County Elections Office examined 3,112 signatures of which 2,319 were valid. This constitutes 5.21 percent of

<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>	PFISTER, TERRI	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	PICCOLO, MIKE	mpiccolo@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	mcathcart@betterspokane.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the votes cast at the last general municipal election held November 5, 2019. Following the hearing, pursuant to SMC 2.02.100 and Section 82 of the City Charter, the City Council adopts a resolution to place the measure on the ballot at the next available election.

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

Distribution List



Spokane County
WASHINGTON

ELECTIONS • VICKY DALTON, AUDITOR

STATE OF WASHINGTON)
)
County of Spokane) **ss.** **CERTIFICATE**

The Spokane County Elections Department does hereby certify that the following is a true and correct recapitulation of the results of the verification of signatures submitted by the City of Spokane on June 25, 2019 (Pages 1 – 213) in the matter of:

Initiative No. 2019 - 2 petitions filed by or on behalf of Michael Cathcart, Better Spokane.

The required number of valid signatures to equal 5% of the number of registered voters who voted in the last General Municipal Election (November 7, 2017) in the City of Spokane is 2,226.

Of the 3,342 signatures submitted, the Spokane County Elections Office examined 3,112 signatures, of which 2,319 were approved and 793 were not approved and 230 were not examined.

SPOKANE COUNTY ELECTIONS DEPARTMENT



County Auditor

ATTEST:



Mike McLaughlin – Elections Manager

June 27, 2019

cc: File



Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE CITY CLERK'S OFFICE

INITIATIVE NO. 2019 - 2

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Charter amendment, known as Initiative No. 2019 - 2, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Charter amendment shall appear as the following proposition:

BALLOT TITLE

CHARTER AMENDMENT PROHIBITING A CITY OF SPOKANE INCOME TAX

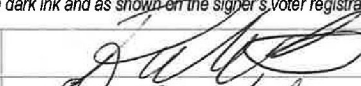

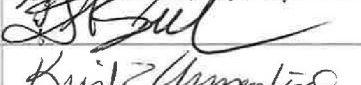
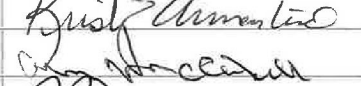

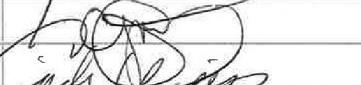

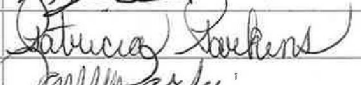
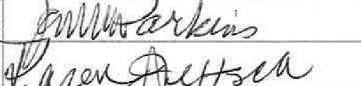
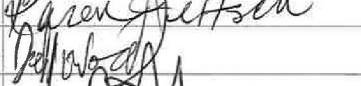
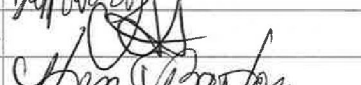
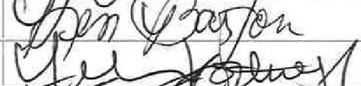

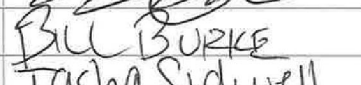
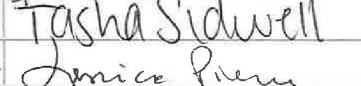
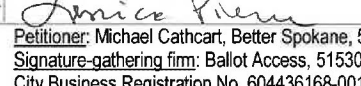
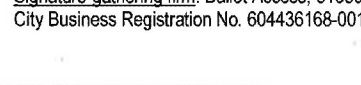
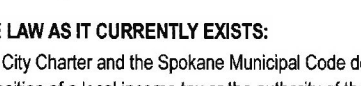
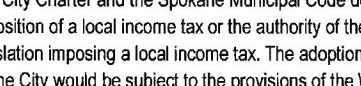
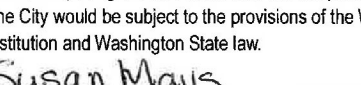
Shall the Spokane City Charter be amended to prohibit the City of Spokane from imposing an income tax on wages, salaries, investments, the sale of goods or services, or any other income source?

____ YES

____ NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Charter amendment is printed on the reverse side of this page)

	PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	ADDRESS WHERE REGISTERED TO VOTE			
			Street Address	City	State	Zip
1.		Robb Bran	2624 W. 61st	Spokane	WA	99205
2.		Bryce Eugene Holt	200 W. 17th	Spokane	WA	99203
3.		Tammy Beckham	6004 N. Cedar	Spokane	WA	99205
4.		Kristy Armatte	3107 W 52nd	Spokane	WA	99224
5.		Amy McCord	5402 W Hoffman	Spokane	WA	99205
6.		Jeremy Brown	5208 N Martin	Spokane	WA	99207
7.		Calvin Melara	9620 N. Kinnick	Spokane	WA	99208
8.		Cindy Weiss	6627 N. Moore	Spokane	WA	99208
9.		Kyle Ceri	528 N. Bell	Spokane	WA	99205
10.		Patricia Parkins	3018 W Heroy	Spokane	WA	99205
11.		JAMES PARKINS	3018 W HEROY	SPokane	WA	99205
12.		KAREN JELTSCH	3407 W. Lacrosse	Spokane	WA	99205
13.		Jeff Ward	1622 V7th	Spokane	WA	99204
14.		Carrie Tanning	5405 N Crestline	Spokane	WA	99207
15.		Kenneth Barton	2510 W College Ave	Spokane	WA	99202
16.		Felicia Kothross	5418 N. Post	Spokane	WA	99208
17.		Stephanie Szabo	6010 N Montevideo	Spokane	WA	99205
18.		WILLIAM BURKE	421 W. Aft. B Montgomery Ave.	Spokane	WA	99205
19.		Tasha Sidwell	1203 E Colwell	Spokane	WA	99207
20.		Jessica Pierre	4119 N. Cannon St	Spokane	WA	99205

Petitioner: Michael Cathcart, Better Spokane, 510 W. Riverside, Suite 500, Spokane, WA 99201 (509)999-8315

Signature gathering firm: Ballot Access, 51530 Huntington Rd. #6, La Pine, OR 97739-7507 (503)433-1504 Flair@tritonpolling.com

City Business Registration No. 604436168-001-0001

SUMMARY OF THE MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The City Charter and the Spokane Municipal Code do not address the imposition of a local income tax or the authority of the City Council to adopt legislation imposing a local income tax. The adoption of a local income tax by the City would be subject to the provisions of the Washington State Constitution and Washington State law.

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure will amend the City Charter to provide that the City of Spokane may not impose an income tax on wages, salaries, investments, the sale of goods or services or any other source of income.

I, Susan Mays, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature) Susan Mays (Date) 4/30/2019

CHARTER AMENDMENT PROHIBITING A CITY OF SPOKANE INCOME TAX

WHEREAS, the citizens of the City of Spokane recognize the need for a strong, competitive economy with reliable revenues for vital city government services; and

WHEREAS, cities across the state of Washington, including Seattle and Olympia, have attempted to adopt a city-imposed income tax; and

WHEREAS, in court proceedings, municipal attorneys have argued that cities in Washington state have the authority to implement a city income tax; and

WHEREAS, city councilors who serve on the Association of Washington Cities have argued that every city in the state has the authority to adopt a city income tax; and

WHEREAS, the state of Washington prohibits cities, counties, and city-counties from adopting a tax on net-income (RCW 36.65.030); and

WHEREAS, Washington state voters have rejected the opportunity to adopt an income tax 10 times; and

WHEREAS, voters in the City of Spokane rejected the opportunity to impose a state income tax in 2010; and

WHEREAS, credit agencies consider income taxes unwise and volatile.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. That Article III of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

Section 21.6 Prohibition of City Income Tax

The City of Spokane may not impose an income tax on wages, salaries, investments, the sale of goods or services, or any other source of income.

Section 2. Severability. If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 3. Submission to the Voters. This City Charter amendment shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. This Charter amendment, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office.

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

07/15/2019

<u>Date Rec'd</u>	6/25/2019
<u>Clerk's File #</u>	OPR 2019-0508
<u>Renews #</u>	

Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	DAVID PAINE 6257823	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	19280
Agenda Item Name	5100 PURCHASE OF REFUSE VEHICLES		

Agenda Wording

Fleet Services would like to purchase 8 refuse vehicles for the Solid Waste Collection Department. They will be purchased from Western Peterbilt, Inc., using Sourcewell Contracts 112014-LEG and 081-716-PMC, for \$3,204,725.95 including tax.

Summary (Background)

The refuse vehicles will replace equipment that has reached the end of its economic life. We recommend approval for the purchase of 8 refuse vehicles for the Solid Waste Collection Department. Funding for these vehicles is available in the Solid Waste Collection Department Budget.

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

Expense	\$ 1,750,745.52	# 4500-44200-94000-56404-99999
Expense	\$ 1,453,980.43	# 4500-45100-94000-56404-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	7/1/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>SOLID WASTE</u>	CONKLIN, CHUCK	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, Fleet Services
Subject:	Purchase of Refuse Vehicles
Date:	July 8, 2019
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Fleet Services would like to purchase 8 refuse vehicles for the Solid Waste Collection Department. They will be purchased from Western Peterbilt, Inc., using Sourcewell Contracts 112014-LEG and 081-716-PMC, for \$3,204,725.95 including tax.	
Executive Summary: <u>Impact</u> <ul style="list-style-type: none"> The refuse vehicles will replace equipment that has reached the end of its economic life. <u>Action</u> <ul style="list-style-type: none"> We recommend approval for the purchase of 8 refuse vehicles for the Solid Waste Collection Department. <u>Funding</u> <ul style="list-style-type: none"> Funding for these vehicles is available in the Solid Waste Collection Department Budget. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



WESTERN PETERBILT, INC.

3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383



June 14, 2019

Mr. Dustin Bender
Solid Waste Collection Manager
City of Spokane
915 N Nelson Street
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT #081-716-ATC AUTOCAR
& #112014-LEG LABRIE.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Spokane for the purchase of (2) two or more Commercial Front Loading Trucks for the Labrie Wittke per Sourcewell Contract #081-716-ATC Autocar and #112014-LEG-Labrie. REV 1.

Following, please find the breakdown of the base prices and options:

-2020 Autocar ACX64 Commercial Front Loader CNG Chassis per the City of Spokane Specifications.	\$ 187,229.00
-Floorplan or interest cost of 190 days at \$23.43 per day or \$4,451.70.	\$ 4,451.70
-Doc fees.	\$ 150.00
-Detailing.	\$ 275.00
-Fuel.	\$ 200.00
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon request.	
-2019 Labrie Wittke Superduty Commercial Front Loader per the City of Spokane specifications.	\$ 176,840.00
-Sourcewell Labrie Discount 2%.	\$(3,536.80)
-Access Door and Ladder LH Side. Paint Ladders	\$ 1,568.00
-Paint Ladders, top of canopy, and canopy extension Black	\$ 1,225.00
-Steel Surcharge from Labrie.	\$ 1,100.00
-Delivery-Labrie to Spokane.	\$ 6,233.00

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

-Body PDI.	\$ 1,722.22
-Groeneveld Auto Lube – Body Only.	\$ 4,078.89
-Mini Strobes 2 Each on Tailgate to match existing Spokane Fleet.	\$ 2,072.22
-New 311 Graphics & Paint.	\$ 4,061.11
-Skid Plate to protect Hydraulic lines under Peterbilt cab.	\$ 972.22
-CNG fuel truck.	\$ 311.11
-Shuttle truck to paint, striping, fuel, Peterbilt.	<u>\$ 444.44</u>
Subtotal	\$ 389,397.11
	<u>X2</u>
Subtotal	\$ 778,794.22
-Labrie Mechanic Training – 2 Days For Wittke Super Duty and Experts. Included on Expert Quote.	<u>INCLUDED</u>
Sub Total	\$ 778,794.22
Washington State Sales Tax (9.1%)	<u>\$ 70,870.27</u>
Total	<u>\$ 849,664.49</u> =====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Western Peterbilt, Inc.



WESTERN PETERBILT, INC.

3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383



JUNE 14, 2019

Mr. Dustin Bender
Solid Waste Collection Manager
City of Spokane
915 N Nelson Street
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT #081-716-PMC PETERBILT MOTORS COMPANY
REV 1.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City Spokane for the purchase of (2) two or more Chain and Hook Roll Off Trucks for the AA Welding Advantage Chain and Hook Roll-off per Sourcewell Contract #081-716-PMC-Peterbilt Motors..

Following, please find the breakdown of the base prices and options:

-2020 Peterbilt 520 Chain and Hook Roll-Off Left Hand Drive CNG Chassis per the City of Spokane specifications. Current list price \$282,152.00 minus 41.32% discount of \$116,585.21 for a total of \$165,566.79.	\$ 165,566.79
-Floorplan or interest cost of 190 days at \$20.11 per day or \$3,820.90.	\$ 3,820.90
-Doc fees.	\$ 150.00
-Detailing.	\$ 275.00
-Fuel.	\$ 200.00
-Includes an additional one (1) year base chassis warranty- 2 year Base Warranty total. Cost of \$1,250.00.	<u>Included</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon Request.	
-2019 Advantage Roll-Off System per the City of Spokane Specifications.	\$ 90,960.45
-Air Joystick Control – Featherable	\$ 847.46
-Outside Controls – 3 Bank air control	\$ 451.98

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FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

-Front Mount Pump	\$ 1,694.92
-Electric Overspeed Shutdown	\$ 395.48
-Work Lights Mounted on Boom	\$ 564.97
-Wet Line to rear of unit	\$ 903.95
-Mud Flaps	\$ INCL
-Hydraulic Tank Upgrade	\$ 169.49
-Paint: Black Frames & Hoist. Decals: Red.	\$ 949.15
-Hoist Alarm w/Visual Light on Dash	\$ 310.73
-Enviromental Spill kit.	\$ 219.21
-Graphics on CNG Tanks / Side of Truck	\$ 706.21
-Fire Extinguisher.	\$ 384.18
-Stripes on Cab of Truck / To City Spec.	\$ 1,299.44
-Strobe Light (Mounted, Includes Light Tower Manufactured to City Specs).	\$ 1,638.42
-Wheel Chock Holder.	\$ 440.68
- CNG fuel truck	\$ 316.38
- Shuttle truck to paint, striping, fuel, Peterbilt	\$ 451.98
-Pre-Delivery Inspection at SWS Equipment.	\$ 1,355.93
-Delivery to City of Spokane Step Deck.	<u>\$ 2,881.36</u>
Subtotal Per unit	\$ 276,955.06
	<u>X2</u>
-Sub Total	\$ 553,910.12
Washington State Sales Tax (9.1%)	<u>\$ 50,405.82</u>
Total	\$ 604,315.94
	=====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcwell guidlines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Western Peterbilt, Inc.



WESTERN PETERBILT, INC.

3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383



June 14, 2019

Mr. Dustin Bender
Solid Waste Collection Manager
City of Spokane
915 N Nelson Street
Spokane, WA 99202

REF: AGREEMENT FOR SOURCEWELL CONTRACT #081-716-PMC PETERBILT MOTORS COMPANY
& #112014-LEG LABRIE REV 1.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Spokane for the purchase of (4) four or more Automated Side Loading Trucks for the Labrie Expert per Sourcewell Contract #081-716-PMC-Peterbilt Motors and #112014-LEG-Labrie.

Following, please find the breakdown of the base prices and options:

-2020 Peterbilt 520 Automated Side Loader CNG Chassis per the City of Spokane specifications. Current list price \$272,803.00 minus 41.32% discount of \$112,722.20 for a total of \$169,080.80.	\$ 160,080.80
-Floorplan or interest cost of 190 days at \$19.60 per day or \$3,430.00.	\$ 3,724.00
-Doc fees.	\$ 150.00
-Detailing.	\$ 275.00
-Fuel.	\$ 200.00
-Includes an additional one (1) year base chassis warranty- 2 year Base Warranty total. Cost of \$1,250.00.	<u>Included</u>
-Standard Engine and Transmission Warranties are included. Extended Engine and Transmission Warranties are available upon Request.	
-2019 Labrie Expert per the City of Spokane specifications.	\$ 203,230.00
-Sourcewell Labrie Discount 2%.	\$ (4,064.60)
-Work Light, (4) Quad, LED, 4 inch round, swivel mount.	\$ 980.00
-Steel Surcharge from Labrie.	\$ 1,100.00

-Delivery-Labrie to Spokane.	\$ 13,800.00
-Body PDI.	\$ 1,944.44
-New 311 Graphics & Paint.	\$ 4,055.56
-Skid Plate to protect Hydraulic lines under Peterbilt cab.	\$ 972.22
-Groenveld Autolube System Body & Arm 45pts	\$ 11,740.00
-CNG fuel truck.	\$ 311.11
-Shuttle truck to paint, striping, fuel, Peterbilt.	<u>\$ 444.44</u>
Subtotal	\$ 398,042.97
	<u>X4</u>
Subtotal	\$1,595,771.88
-Pilot inspection Trip-2 City of Spokane Employees	\$ 5,166.67
-Labrie Mechanic Training – 2 Days	<u>\$ 3,777.78</u>
Sub Total Per Unit	\$ 1,604,716.33
Washington State Sales Tax (9.1%)	<u>\$ 146,029.19</u>
Total	<u>\$ 1,750,745.52</u> =====

Again, all other terms, prices, delivery quotations and all conditions will be in accordance with the Sourcewell guidelines. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Western Peterbilt, Inc.

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

07/15/2019

<u>Date Rec'd</u>	6/28/2019
<u>Clerk's File #</u>	OPR 2019-0509
<u>Renews #</u>	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	INGA NOTE 625-6310	Project #	
Contact E-Mail	INOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	4250 - GRAND BOULEVARD TRANSPORTATION AND ZONING ANALYSIS		

Agenda Wording

Consultant agreement with DKS Associates for transportation and zoning analysis of Grand Boulevard for an amount not to exceed \$75,000.00.

Summary (Background)

The Comstock Neighborhood Council requested a study of Grand Boulevard as part of the Traffic Calming Cycle 6 applications. Council set aside \$40,000 for the study. The neighborhood was also allocated \$50,000 in funding to complete a sub-area plan and zoning analysis for the area.

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

Expense	\$ 75,000.00	# 1380 24102 42800 54201 21009
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DAVIS, MARCIA	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	F&A 7/15/19
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	erara@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	inote@spokanecity.org	

<u>Additional Approvals</u>		cds@dkassociates.com (Carl Springer)	
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Finance & Administration Committee

Division & Department:	Integrated Capital Management, Planning
Subject:	Grand Boulevard Transportation and Zoning Analysis
Date:	7/15/2019
Contact (email & phone):	Inga Note, inote@spokanecity.org , 625-6331
City Council Sponsor:	CM Beggs and CM Kinnear
Executive Sponsor:	
Committee(s) Impacted:	PIES, Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Comprehensive Plan
Strategic Initiative:	Innovative Infrastructure, Safer Community
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract with DKS Associates
Background/History: The Comstock Neighborhood Council requested a study of Grand Boulevard as part of the Traffic Calming Cycle 6 applications. Council set aside \$40,000 for the study. The neighborhood was also allocated \$50,000 in funding to complete a sub-area plan and zoning analysis for the area.	
Executive Summary: A group of city staff selected a consulting firm using the MRSC roster process. DKS Associates was picked as the best qualified consulting firm. The negotiated scope of work and budget is attached. We expect the consultant to start work in early August. City planning staff has started work on the project webpage, handed out flyers during the Summer Parkways event on June 20 th , and mentioned the upcoming project at several neighborhood meetings.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane
CONSULTANT AGREEMENT
Title: GRAND BOULEVARD
TRANSPORTATION AND ZONING ANALYSIS

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DKS ASSOCIATES**, whose address is 720 SW Washington Street, Suite #500, Portland, Oregon 97205 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for the **Grand Boulevard Transportation and Zoning Analysis**; and*

WHEREAS, the Consultant was selected from the MRSC A&E Roster.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2019, and ends on December 1, 2020, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit B, attached and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)**, including tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Integrated Capitol Management Department, 808 West Spokane Falls Blvd., 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. 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 affect 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.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE Integrated Capitol Management Department 808 West Spokane Falls Blvd., 2 nd Floor Spokane, Washington 99201.	DKS ASSOCIATES 720 SW Washington Street, Suite #500 Portland, Oregon 97205

10. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include

contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not

liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement

prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

24. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually

agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

DKS ASSOCIATES

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: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Work

19-116

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. 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)

EXHIBIT B

Scope of Work

Grand Boulevard Transportation and Zoning Analysis

The purpose of the study is to evaluate Grand Boulevard south of 29th Avenue. The length of the study area will extend from 27th to 39th, but the focus of the transportation work will be on the core of the business district between 29th and 34th Avenues. The zoning analysis sub-area will be 27th – 39th Avenue, Latawah Street to Arthur Street.

Study goals are as follows:

- Review existing vehicular operations and safety on Grand Boulevard.
- Develop an understanding of bicycle and pedestrian travel needs on and across Grand Boulevard. Provide recommendations for improvements.
- Evaluate the concepts of lane reduction, adding bike lanes and wider sidewalk on Grand Boulevard. Make recommendations for streetscape work including median and curbside plantings, trees, and other aesthetic improvements.
- Evaluate residential and retail trend data in the zoning study area and conduct market analysis for redevelopment potential with accompanying transportation infrastructure recommendations.
- Study existing zoning boundaries and land uses to determine need or opportunity for zoning change to further Comprehensive Plan goals and objectives for the District Center designation and future growth. Evaluate the analysis and make recommendations for any supported land use and zoning designation changes aligning with identified transportation and streetscape recommendations.

Scope of Work:

Task 1. Background review

The following documents and materials, provided by the City as needed, will be reviewed to provide background for the study. A summary of the data, findings and standards applicable to the study area will be provided in a table format.

- Planned development projects in the area (provided by the City) such as Sacajawea Middle School rebuild which may result in changed traffic patterns. Review the upcoming reconstruction of Sacajawea MS and how that will change vehicular and non-motorized patterns in the area.
- Prior planning efforts such as the South Hill Coalition's "Connectivity and Livability Strategic Plan".
- Arterial Street Plan in Chapter 4 of the Spokane Comprehensive Plan.
- City's 2017 Traffic Flow Map
- City's Bicycle Plan
- City's Pedestrian Plan

- STA's plans for the Monroe-Regal High Performance Transit and other routes operating on or crossing Grand Blvd.
- SRTC's regional travel demand model for the base 2015 and future 2040 forecast years
- The Spokane 29th Avenue Corridor Study (DKS Associates, 2018).
- Work leading up to the adoption of Ordinance C33735 that established the Grand District Center in 2005. City zoning and development code for the commercial properties fronting Grand Boulevard.

Task 2. Data collection

The following activities will be conducted for the analysis:

- Review last 5-years of available collision data for Grand Boulevard and other relevant locations. Staff will provide the 2014-2018 data from WSDOT.
- Conduct a team field review of intersections and the general study area during morning (7 to 9 AM) and evening (4 to 6 PM) peak hours when school is in session. Document existing street widths, posted speed limits, number of lanes, existing pedestrian and bike facilities, and transit facilities. Observe vehicle operations (delays and queues), bus operations, driveway spacing and interactions, pedestrian and bicycle operations. Some of these field observations should be collected as a bicycle and pedestrian user.
- Conduct field observations of travel patterns for bicyclists and pedestrians in the study area. The following turning movement counts are available for use or will be collected by City staff prior to the end of the school year. No traffic volume data will be collected by the Consultant.

Intersection	Traffic Count	Bike/Ped Count
29 th Ave/ Grand Blvd	AM, PM March 2018	n/a
30 th Ave /GrandBlvd/Manito Shopping driveway	<i>AM, PM</i>	<i>All day 7am-6pm</i>
31 st Ave/Grand Blvd	n/a	<i>All day 7am-6pm</i>
32 nd Ave/Grand Blvd	n/a	<i>All day 7am-6pm</i>
33 rd Ave/Grand Blvd	<i>school arrival and departure</i>	<i>All day 7am-6pm</i>
37 th Ave/Grand Blvd	AM, PM April 2018	n/a

- Meeting Window 1: Develop agendas and facilitate meetings with businesses, property owners, local schools (Spokane Public Schools, Southside Christian School and Southside Montessori), STA and neighborhood groups. The City will organize the

meetings and secure a space, preferably within the project area. The meeting window will be conducted over two full days. Following Meeting Window 1, provide a summary of stakeholder input, concerns and issues.

Task 3. Zoning, Circulation, Operations and Non-Motorized Analysis

The following analysis will be conducted to support the findings and recommendations:

- Evaluate the zoning code, current zoning designations, potential for redevelopment and absorption capacity (market analysis), including significant permit activity 2010-2018 for properties in the study area.
 - Market analysis will include the following components:
 - Review and summary of demographic conditions (population, income)
 - Review and summary of population and employment growth trends and forecasts using existing data sources
 - Summary of real estate conditions (vacancies, absorption, lease rates)
 - Identification of vacant and underutilized parcels
 - Site visit for field work and interviews with property owners, business owners, and other stakeholders.
 - Assessment of viable development types, character, and density appropriate for the area over the short and long term.
 - Provide a brief technical memo, including maps and charts documenting the market analysis as appropriate.
 - Review the existing zoning code and design guidelines, as applicable, to identify the likelihood of creating a more walkable development pattern. The City will provide relevant sections of the code to review. Provide a redline/strikeout version of the relevant code sections.
- Develop 2040 forecasts for the study intersections using the SRTC travel demand model. The model will be post-processed to provide subarea street level volumes.
- Analyze the existing and 2040 intersection baseline operations for the list below. The operational analysis will create a Synchro model to evaluate vehicle level of service, delay and v/c ratio and queuing at key locations. Any existing or future deficiencies will be documented.

29 th Ave/ Grand Blvd	AM, PM peak hour
30 th Ave /GrandBlvd/Manito Shopping driveway	AM, PM peak hour
33 rd Ave/Grand Blvd	School arrival and departure (peak hour to be determined)
37 th Ave/Grand Blvd	AM, PM peak hour

- Conduct an operational analysis for existing and year 2040 conditions for up to three lane configuration concepts for the study area to be identified by the City. This will likely include

evaluating a reduction in travel lanes on Grand Blvd and changing the southbound curb lane at 29th/Grand to right-turn only or shortening the merge distance on the south side. The analysis will report vehicle level of service, delay and v/c ratio and queuing at key locations compared to the baseline conditions.

- Evaluate the feasibility of lane reductions to provide swales, wider sidewalk, planter strip, transit facilities and other streetscape elements. Specific areas include the southbound curb lane on Grand Blvd between 29th and 32nd Avenue and the northbound 32nd and 30th Avenue.
- Evaluate the feasibility of adding bike lanes to Grand Boulevard between 30th and 38th Avenue.
- Prepare maps of walking destinations within the area bound by Division Street, 39th Avenue, Perry Street and 25th Avenue. This should include parks, schools, churches, high density housing and commercial uses. Map the existing sidewalk system and controlled or improved crosswalk locations. Illustrate pedestrian desire lines crossing Grand Avenue. Maps will include input from Meeting Window 1.
- Evaluate the pedestrian crossing locations and consider shorter crossing distances, refuge islands and other crosswalk enhancements. Enhanced crossing locations will be coordinated with current and planned transit stops.
- Evaluate improvements to the 33rd Avenue/Grand Blvd intersection to enhance the bikeability of this corridor. 33rd Avenue was identified as a future Neighborhood Greenway from High Drive to Arthur Street in the South Hill Coalition Plan and the City's bicycle plan.
- Evaluate collision data to determine the collision rate for intersections and key driveways in the study area. Field observations will be used to determine additional safety concerns. Potential safety issues and counter measures will be identified. Determine if there are locations where driveways could be consolidated or improved to reduce conflicts and enhance neighborhood walkability. This analysis will be coordinated with nearby business and property owners.
- Meeting Window 2: Develop agendas and facilitate a one full-day work session to develop transportation, land use and urban design plans for the corridor. The results of the charrette will be a series of implementation actions necessary to implement the South Hill Coalition Plan recommendations, including recommendations for multimodal improvements to support the desired transportation system and future development assumptions. Following the charrette, a summary of the results will be provided. Graphics created as part of the charrette will be developed to become part of the project report, described in Task 4. The City will organize the meetings and secure a space, preferably within the project area.
- Work with the owners of larger commercial properties such as the Manito Shopping Center to discuss improved pedestrian routes into and through their site. This will be captured in Meeting Window 2.
- Work with leaseholders in commercial centers, professional offices and multi-family residential property owners to discuss improved pedestrian routes into their site and in the public realm. This will be captured in Meeting Window 2.
- After Meeting Window 2, corridor recommendations will be summarized including streetscape cross-sections for the improvement alternatives. The Consultant will provide input to the City to complete renderings or other 3d modeling images. The Consultant will not develop any models, photo simulations, or 3d renderings. City to provide large format printing for all public events and meetings. Consultants will provide concepts in .pdf (or similar formats), for use at neighborhood meetings.

- Develop 30% cost estimates for the recommended improvements.

Task 4. Report

The findings and recommendations of the analysis from Tasks 1 to 3 will be presented in a Draft Report. The Draft Report will include an Implementation Action Plan for the recommended streetscape improvements and for land use and zoning boundaries and designations with recommendations supported by Comprehensive Plan goals and objectives for the District Center designation and future growth and prior planning efforts such as the South Hill Coalition's "Connectivity and Livability Strategic Plan". The Implementation Action Plan will consist of recommendations on urban form and land use. This will not include new or significantly revised development code and site guidelines. The Draft Report will include a preliminary economic feasibility plan which assesses zoning and development code changes identified in the process based on the potential for further development of properties in the study area consistent with the District Center Comprehensive Plan designation. Based on comments received, a Final Report will be provided.

Contingency Tasks: Additional Outreach

Consultant will coordinate with the City on a time and materials basis to develop additional outreach tools not described in previous tasks, such as online public surveys, neighborhood events, social media, pop up shops and other methods to gather feedback from the neighborhood.

Budget:

The scope of work budget by task is summarized below:

Task	Budget
Task 1. Background review	\$3,500
Task 2. Data collection	\$14,500
Task 3. Zoning, Circulation, Operations and Non-Motorized Analysis	\$46,500
Task 4. Report	\$8,000
Total Non-contingency	\$72,500
Contingency Tasks: Additional Outreach	Not to exceed \$2,500 per City approval

City Staff Responsibilities:

- Provide collision data and traffic counts described in Task 2.

- Partner with Urban Forestry to evaluate the species, placement and health of street trees on 29th and Grand within the study area.
- Build and maintain a project webpage. Provide outreach via social media and neighborhood events. Develop a survey if needed.
- Attend Neighborhood Council meetings as needed to discuss the project.
- Reserve space and organize notifications for Meeting Window 1.
- Reserve space and organize notifications for Meeting Window 2.
- Develop 3D renderings of the preferred alternatives. Plot large scale drawings provided by the consultant in PDF format for the meetings.
- Attend Planning Commission and City Council meetings to facilitate adoption of the report by resolution

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[DKS ASSOCIATES](#)

License Information:

[New search](#)[Back to results](#)

Entity name: DKS ASSOCIATES

Business name: DKS ASSOCIATES

Entity type: [Profit Corporation](#)

UBI #: 601-460-417

Business ID: 001

Location ID: 0003

Location: Active

Location address: 720 SW WASHINGTON ST STE 500
PORTLAND OR 97205-3503

Mailing address: 720 SW WASHINGTON ST STE 500
PORTLAND OR 97205-3503

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business				Active	Sep-30-2019	Sep-19-2018
Vancouver General Business				Active	Apr-30-2020	Dec-01-1997

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

Governing people	Title
------------------	-------

KLIM, TERRY

MCCOURT, RANSFORD

PETERS, JAMES

SPRINGER, CARL

Registered Trade Names

Registered trade names	Status	First issued
DKS ASSOCIATES	Active	Dec-18-2018
DKS ASSOCIATES, INC	Active	Mar-15-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/28/2019 2:18:35 PM

Working together to fund Washington's future

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

07/15/2019

<u>Date Rec'd</u>	6/17/2019
<u>Clerk's File #</u>	OPR 2019-0510
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2018166
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20637
Agenda Item Name	0370 - LOW BID AWARD - CAMERON-REILLY, LLC		

Agenda Wording

Low Bid of Cameron-Reilly, LLC (Spokane, WA) for Francis and Alberta Geometric Improvements - \$241,628.00. An administrative reserve of \$24,162.80, which is 10% of the contract price, will be set aside. (NW & Balboa/S. Indian Trail Neighborhood)

Summary (Background)

On June 17, 2019 bids were opened for the above project. The low bid was from Cameron-Reilly, LLC in the amount of \$241,628.00, which is \$58,049.50 or 31.62% over the Engineer's Estimate; no other bids were received.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 265,790.80	# 3200 49130 95300 56501 99999	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> UE 06/10/19
<u>Finance</u>	KECK, KATHLEEN	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	htrautman@spokanecity.org
		aduffey@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the votes cast at the last general municipal election held November 5, 2019. Following the hearing, pursuant to SMC 2.02.100 and Section 82 of the City Charter, the City Council adopts a resolution to place the measure on the ballot at the next available election.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Urban Experience

Division & Department:	Engineering Services; Public Works
Subject:	Francis & Alberta Intersection Improvements (2018166)
Date:	June 10, 2019
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	STA Project
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
Background/History: <ul style="list-style-type: none"> Because of the tight radius on the southwest corner, Spokane Transit Authority (STA) buses have a difficult time turning from east bound Francis Avenue to southbound Alberta without riding over the sidewalk. See attached exhibit. 	
Executive Summary: <ul style="list-style-type: none"> This project required a small property purchase (complete) and is now out to bid. Construction will occur this summer. Both Francis and Alberta will remain open during construction. However, drivers wishing to turn from Francis onto southbound Alberta will be routed to either Driscoll or Ash during construction. Design and construction of this project is being paid by STA. 	
Budget Impact: 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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2018166

Project Description Francis & Alberta Geometric Improvements

Original Date 5/22/2019 2:11:10 PM

Funding Source Local

Update Date 6/17/2019 1:36:47 PM

Preparer Rich Proszek

Addendum

Project Number: 2018166			Engineer's Estimate		Cameron-Reilly					
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Street Improvements

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,200.00	*****	750.00	*****	0.00	*****	0.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	750.00	750.00	650.00	650.00	0.00	0.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,500.00	*****	2,750.00	*****	0.00	*****	0.00
105	MOBILIZATION	1 LS	*****	24,000.00	*****	16,739.00	*****	0.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	20,000.00	*****	35,000.00	*****	0.00	*****	0.00
107	SPECIAL SIGNS	125 SF	20.00	2,500.00	15.00	1,875.00	0.00	0.00	0.00	0.00
108	SEQUENTIAL ARROW SIGN	1000 HR	5.00	5,000.00	2.00	2,000.00	0.00	0.00	0.00	0.00
109	PORTABLE CHANGEABLE MESSAGE SIGN	170 HR	7.00	1,190.00	7.50	1,275.00	0.00	0.00	0.00	0.00
110	TYPE III BARRICADE	4 EA	50.00	200.00	100.00	400.00	0.00	0.00	0.00	0.00
111	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	*****	20,000.00	*****	28,450.00	*****	0.00	*****	0.00
112	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	1,800.00	*****	0.00	*****	0.00
113	REMOVE EXISTING CURB	160 LF	12.00	1,920.00	20.00	3,200.00	0.00	0.00	0.00	0.00
114	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	56 SY	17.00	952.00	30.00	1,680.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2018166			<i>Engineer's Estimate</i>		Cameron-Reilly					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
115	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	600.00	600.00	1,000.00	1,000.00	0.00	0.00	0.00	0.00
116	SAWCUTTING CURB	2 EA	50.00	100.00	50.00	100.00	0.00	0.00	0.00	0.00
117	SAWCUTTING RIGID PAVEMENT	204 LFI	2.10	428.40	1.00	204.00	0.00	0.00	0.00	0.00
118	SAWCUTTING FLEXIBLE PAVEMENT	2328 LFI	1.20	2,793.60	1.00	2,328.00	0.00	0.00	0.00	0.00
119	REMOVE UNSUITABLE FOUNDATION MATERIAL	2 CY	20.00	40.00	250.00	500.00	0.00	0.00	0.00	0.00
120	REPLACE UNSUITABLE FOUNDATION MATERIAL	2 CY	50.00	100.00	250.00	500.00	0.00	0.00	0.00	0.00
121	CSTC FOR SIDEWALK AND DRIVEWAYS	7 CY	120.00	840.00	130.00	910.00	0.00	0.00	0.00	0.00
122	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	254 SY	70.00	17,780.00	114.00	28,956.00	0.00	0.00	0.00	0.00
123	PAVEMENT REPAIR EXCAVATION INCL. HAUL	254 SY	30.00	7,620.00	55.00	13,970.00	0.00	0.00	0.00	0.00
124	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	500.00	500.00	1,000.00	1,000.00	0.00	0.00	0.00	0.00
125	CATCH BASIN TYPE 1	1 EA	2,600.00	2,600.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00
126	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	400.00	400.00	450.00	450.00	0.00	0.00	0.00	0.00
127	TRENCH SAFETY SYSTEM	1 LS	*****	1,500.00	*****	1.00	*****	0.00	*****	0.00
128	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	12 LF	60.00	720.00	100.00	1,200.00	0.00	0.00	0.00	0.00
129	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	1,000.00	1,000.00	0.00	0.00	0.00	0.00
130	ESC LEAD	1 LS	*****	1,500.00	*****	750.00	*****	0.00	*****	0.00
131	INLET PROTECTION	1 EA	120.00	120.00	150.00	150.00	0.00	0.00	0.00	0.00
132	TOPSOIL TYPE A, 2 INCH THICK	12 SY	15.00	180.00	50.00	600.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2018166			<i>Engineer's Estimate</i>		Cameron-Reilly					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
133	SEEDING FERTILIZING AND MULCHING	12 SY	12.00	144.00	50.00	600.00	0.00	0.00	0.00	0.00
134	CEMENT CONCRETE CURB	164 LF	32.00	5,248.00	40.00	6,560.00	0.00	0.00	0.00	0.00
135	CEMENT CONCRETE DRIVEWAY	26 SY	70.00	1,820.00	100.00	2,600.00	0.00	0.00	0.00	0.00
136	CEMENT CONCRETE DRIVEWAY TRANSITION	2 SY	70.00	140.00	100.00	200.00	0.00	0.00	0.00	0.00
137	CEMENT CONC. SIDEWALK	74 SY	60.00	4,440.00	75.00	5,550.00	0.00	0.00	0.00	0.00
138	RAMP DETECTABLE WARNING	8 SF	30.00	240.00	25.00	200.00	0.00	0.00	0.00	0.00
139	TRAFFIC SIGNAL SYSTEM RETROFIT	1 LS	*****	40,000.00	*****	56,000.00	*****	0.00	*****	0.00
140	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	*****	2,000.00	*****	4,200.00	*****	0.00	*****	0.00
141	SIGNING, PERMANENT, CITY MANUFACTURED SIGNS	1 LS	*****	1,000.00	*****	1,400.00	*****	0.00	*****	0.00
142	REMOVAL OF EXISTING PAVEMENT MARKINGS	447 SF	4.50	2,011.50	7.00	3,129.00	0.00	0.00	0.00	0.00
143	PAVEMENT MARKING - DURABLE HEAT APPLIED	650 SF	10.00	6,500.00	10.00	6,500.00	0.00	0.00	0.00	0.00
144	TEMPORARY PAVEMENT MARKING	1 LS	*****	500.00	*****	1,500.00	*****	0.00	*****	0.00
<i>Schedule Totals</i>				183,578.50		241,628.00		0.00		0.00

Project Number 2018166 Francis & Alberta Geometric Improvements

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	183,578.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	183,578.50
Cameron-Reilly	241,628.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	241,628.00

Low Bid Contractor: Cameron-Reilly

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$241,628.00	\$183,578.50	31.62	% Over Estimate
Bid Totals	\$241,628.00	\$183,578.50	31.62	% Over Estimate

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

07/15/2019

<u>Date Rec'd</u>	6/19/2019
<u>Clerk's File #</u>	OPR 2019-0511
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	0370-ON CALL STRUCTURAL ENGINEERING CONSULTANT		

Agenda Wording

Engineering Services has "on-call" agreements with various consultants for specialized engineering or related services (structural, geotech, electrical, surveying, landscape architecture and cultural resource) associated with the City's public works

Summary (Background)

A request for qualifications has been advertised earlier this spring for structural engineering. A review committee ranked the firms by qualifications and selected LSB Engineers as the most qualified to assist the City with its various public works project. Costs incurred under the proposed structural engineering on-call contract will be paid as part of each public works project for which the consultant is used.

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

Expense	\$ \$400,000.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 7/1/19
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		kgoodman@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		aduffey@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

PIES

Division & Department:	Public Works, Engineering Services
Subject:	On Call Structural Engineering Consultant
Date:	June 19, 2019
Author (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	X Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	These contracts support projects in the 6 year comprehensive plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract award
Background/History: Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.	
Executive Summary: <ul style="list-style-type: none"> • A request for qualifications has been advertised earlier this spring for structural engineering • A review committee ranked the firms by qualifications and selected LSB Engineers as the most qualified to assist the City with its various public works project • Costs incurred under the proposed structural engineering on-call contract will be paid as part of each public works project for which the consultant is used. 	
Budget Impact: Approved in current year budget? X Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes X No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? X Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONSULTANT AGREEMENT

**Title: STRUCTURAL ENGINEERING SERVICES
FOR 2019-2021 NON-FHWA FUNDED PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LSB CONSULTING ENGINEERS, PLLC**, whose address is 523 East Third Avenue, Spokane, Washington 99202 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for **STRUCTURAL ENGINEERING SERVICES FOR 2019-2021 NON-FHWA FUNDED PROJECTS**; and*

WHEREAS, the Consultant was selected from a Request for Qualifications No. #5062-19.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on August 1, 2019, and ends on July 31, 2021, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Request for Qualifications and Consultant's Response to Request for Qualifications dated June 3, 2019, attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)**, including tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Engineering Services Department, Construction Management, 1225 East Marietta Avenue, Spokane, Washington 99207-2751. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. 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 affect 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.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:	
CITY OF SPOKANE Engineering Services Department Construction Management 1225 East Marietta Avenue Spokane, Washington 99207-2751.	
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):	
<ul style="list-style-type: none"> • Invoice Date and Invoice Number • Neighborhood and Business Services • Project Coordinator: Dan Buller (Please do not put name in the address portion of the invoice) • Department Contract No. OPR # _____ • Contract Title: STRUCTURAL ENGINEERING SERVICES FOR • 2019-2021 NON-FHWA FUNDED PROJECTS • Period covered by the invoice • Employee's name and classification • Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked 	

- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
 - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
 - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

8. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

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

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE Engineering Services Department Construction Management 1225 East Marietta Avenue Spokane, Washington 99207-2751	LSB CONSULTING ENGINEERS, PLLC 523 East Third Avenue Spokane, Washington 99202

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status,

sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant 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 Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant 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. INSURANCE.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW Title 48;

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

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

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.

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least three (3) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. 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.

15. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

16. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City

Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

17. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is,

or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

22. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

23. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

25. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

LSB CONSULTING ENGINEERS, PLLC

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: Exhibit A – Certificate Regarding Debarment
Exhibit B – RFQ and Consultant's Response dated 6/3/19

19-107

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. 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)

EXHIBIT B

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

07/15/2019

<u>Date Rec'd</u>	6/24/2019
<u>Clerk's File #</u>	OPR 2019-0512
<u>Renews #</u>	

Submitting Dept	FINANCE & ADMIN	Cross Ref #	
Contact Name/Phone	SALLY STOPHER X6032	Project #	
Contact E-Mail	SSTOPHER@SPOKANECITY.ORG	Bid #	RFP #5066-19
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5500 - MASTER SERVICE CONTRACT - PUBLIC AUCTION SERVICES		

Agenda Wording

Award Master Service Contract to Reinland Equipment Auction, Post Falls, ID for Ongoing Public Auction Services for the City of Spokane for a period of five (5) years beginning July 1, 2019 through June 30, 2024

Summary (Background)

A Request for Proposals was issued for On-Going Public Auction Services for all City Departments including joint participation with the Spokane Transit Authority and the Spokane International Airport. An evaluation committee consisting of representatives from the Police department, Fleet Services department, Wastewater Maintenance department, Spokane Transit Authority, and the Spokane International Airport evaluated the five Proposals received and is unanimously recommending Reinland Equipment.

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

Revenue	\$ 300,000.00	# various
---------	---------------	-----------

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

Approvals	Council Notifications
-----------	-----------------------

<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>	
------------------	------------------	----------------------	--

<u>Division Director</u>	STOPHER, SALLY	<u>Other</u>	PIES 6/24/19
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<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
----------------	------------------	--------------------------

<u>Legal</u>	ODLE, MARI	tprince
--------------	------------	---------

<u>For the Mayor</u>	ORMSBY, MICHAEL	aduffey
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Additional Approvals	Tom Reinland info@reinlandauctions.net
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<u>Purchasing</u>	PRINCE, THEA
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER (UPDATED INFORMATION)

Finance Committee

June 2, 2014

Subject

Contract for on-going public auction services for disposal of City surplus property.

Background

A Request for Proposals was issued for On-Going Public Auction Services for all City Departments including joint participation with the Spokane Transit Authority and the Spokane International Airport. An evaluation committee consisting of representatives from the Police department, Fleet Services department, Wastewater Maintenance department, Spokane Transit Authority, and the Spokane International Airport evaluated the five Proposals received and is unanimously recommending Reinland Equipment Auction (Post Falls, ID) for a contract.

Reinland Equipment Auction is the current service provider for the City of Spokane, Spokane Transit Authority, Spokane International Airport, and District #81 Spokane Public Schools. Their comprehensive service has been ideal for all agencies. The contract will be for a five (5) year period beginning July 1, 2014.

Impact

This contract facilitates the disposal of surplus and provides revenue in the most efficient manner with the least impact to expenditure of City staff time.

Action

Purchasing is seeking City Council approval of Contract to Reinland Equipment Auction for public auctions services.

Funding

This is a revenue contract. Deposits are made to various City department funds after each public auction. Revenue can vary widely based on surplus requests, but is estimated between \$300,000.00 - \$500,000.00 annually.

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

07/15/2019

Date Rec'd

7/3/2019

Clerk's File #

OPR 2019-0515

Renews #Submitting DeptNEIGHBORHOOD & BUSINESS
SERVICESCross Ref #Contact Name/Phone

DUSTIN WEST 6933

Project #Contact E-Mail

DWEST@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0450- DEPARTMENT OF COMMERCE DENTAL CLINIC CONTRACT

Agenda Wording

Agreement between the City and Department of Commerce for a Dental Clinic Grant to be used towards the ECCC clinic.

Summary (Background)

The City of Spokane desires to build a dental clinic on the ECCC Campus. The clinic will be leased to & operated by CHAS. The City has procured \$485,000 in funding from WA State Dept. of Commerce through a grant specifically for building a dental clinic. These funds will be used to pay for Architectural & Engineering (A&E) services as well as construction costs. The rest of the project will be funded through \$750,000 in CDBG funds & with a SIP Loan to be paid back by lease payments from CHAS

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Expense \$ 485000.00

0350-95769-99999-33442-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CORTRIGHT, CARLY

Study Session

PSCHC 7/1/19

Division Director

CORTRIGHT, CARLY

OtherFinance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

dwest@spokanecity.org

For the Mayor

SANDERS, THERESA

ccortright@spokanecity.org

Additional Approvals

cbrazington@spokanecity.org

Purchasing

kjanssen@spokanecity.org

GRANTS &
CONTRACT MGMT

STOPHER, SALLY

dnorman@spokanecity.org

mormsby@spokanecity.org

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Neighborhood & Business Services – My Spokane
Subject:	Contract with Department of Commerce for East Central Dental Clinic
Date:	6/21/19
Contact (email & phone):	Dustin West dwest@spokanecity.org 625-6933
City Council Sponsor:	
Executive Sponsor:	Carly Cortright
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget; Strategic Plan
Strategic Initiative:	Urban Experience; Public Safety and Community Health
Deadline:	7/15/19
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract
Background/History: The City of Spokane desires to build a dental clinic on the East Central Community Center campus. The clinic will be leased to and operated by CHAS. The City has procured \$485,000 in funding from Washington State Department of Commerce through a grant specifically for building a dental clinic. These funds will be used to pay for Architectural and Engineering (A&E) services as well as construction costs. The rest of the project will be funded through \$750,000 in CDBG funds and with a SIP Loan to be paid back through lease payments from CHAS.	
Executive Summary: <ul style="list-style-type: none"> Contract is with Washington State Department of Commerce for \$485,000. Funds must be spent on dental clinic Funds must be spent by June 2021. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Department of Commerce grant Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

CONTRACT FACE SHEET

Contract Number: 18-96506-005

Washington State Department of Commerce
Local Government Division
DENTAL CLINIC CAPACITY GRANTS

1. Contractor City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99223		2. Contractor Doing Business As (optional)	
3. Contractor Representative Carly Cortright (509) 625-6263, office (509) 625-6560, fax ccortright@spokanecity.org		4. Commerce Representative Carrie Calleja, Program Manager (360) 725-3175, office (360) 586-8440, fax Carrie.calleja@commerce.wa.gov	
5. Contract Amount \$485,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Upon Execution	8. Contract End Date 6/30/2021
9. Federal Funds (as applicable)		Federal Agency	CFDA Number
10. Tax ID # 91-6001280	11. SWV # SWV0003387-08	12. UBI # 328-013-877	13. DUNS #
14. Contract Purpose COMMERCE and the Contractor have entered into this Contract to undertake a legislatively approved project that furthers the goals and objectives of Washington State Direct Appropriations Program. The Washington State Department of Commerce (COMMERCE), and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contract Terms and Conditions including; ATTACHMENT I: CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES; and ATTACHMENT II: CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS (if applicable).			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR THE DEPARTMENT OF COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General <u>April 17, 2018</u> Date	

DECLARATIONS

CLIENT INFORMATION

Contractor Name:	City of Spokane
Contract Number:	18-96506-005
State Wide Vendor Number:	SWV0003387-08

PROJECT INFORMATION

Project Title:	East Central Community Center
Project City:	Spokane
Project State:	WA
Project Zip Code:	99201

CONTRACT INFORMATION

Grant Amount:	\$485,000
Appropriation Number:	ESSB 6095, 2018 Reg. Session
Contract End Date:	June 30, 2021 (subject to reappropriation)
Biennium:	2019-2021
Biennium Close Date:	06/30/2021
Earliest Date for Construction Reimbursement:	07/01/2014

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

SCOPE OF WORK

Architectural, Engineering, and Construction costs towards construction of new 4000 sq. ft. Dental Clinic located on the East Central Community Center Campus in Spokane, serving the East Central Neighborhood. The clinic will be owned by the City of Spokane.

If the above scope of work includes engineering, planning, or design activities, the Contractor shall make all plans and documents funded in whole or in part by this Contract available for Commerce's review upon reasonable request.

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**ATTACHMENT II: CERTIFICATION OF THE INTENT TO ENTER THE LEADERSHIP IN
ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS..... 21**

CONTRACT TERMS AND CONDITIONS

Washington State Department of Commerce DENTAL CLINIC CAPACITY GRANTS

Part 1. SPECIAL TERMS AND CONDITIONS

1.1. DEFINITIONS

As used throughout this Washington State Capital Budget Dental Clinic Capacity Grant Contract the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Washington State Capital Budget Dental Clinic Capacity Grant Contract.
- B. "Contractor" shall mean the entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "COMMERCE" shall mean the Washington State Department of Commerce, and who is a Party to the Contract.
- D. "Declarations" and "Declared" shall refer to the project information, grant terms and conditions as stated on the Declarations Page of this Grant Contract located on page i of this Contract, displayed within the contract in THIS STYLE for easier identification.

1.2. AUTHORITY

Acting under the authority of Chapter 43.330.050(5) RCW, COMMERCE has awarded the Contractor a grant for a legislatively approved project pursuant to the legislative APPROPRIATION NUMBER and BIENNIUM as shown on the Declarations Page.

1.3. PURPOSE

COMMERCE and the Contractor have entered into this Contract to undertake a legislatively approved project that furthers the goals and objectives of Washington State. The project will be undertaken by the Contractor and will include the activities described in the SCOPE OF WORK shown on the Declaration page. The project must be undertaken in accordance with the grant terms and conditions, and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5. GRANT AMOUNT

COMMERCE shall pay an amount not to exceed the awarded GRANT AMOUNT as shown on the attached Declarations Page for the eligible costs necessary for or incidental to the performance of work as set forth in the described in the SCOPE OF WORK shown on the Declaration page.

1.6. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Contractor shall be made on a reimbursement basis only. For the purposes of this Contract, eligible costs shall be construed to mean costs incurred and paid, or costs incurred and payable within thirty (30) days. Only costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown in the Declaration are eligible for reimbursement under this Contract.

The Contractor may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on the Declaration page

- A. Construction costs including, but not limited to, the following:
 - i. Site preparation and improvements
 - ii. Labor and materials
 - iii. Taxes on project goods and services
 - iv. Capitalized equipment and equipment directly associated with the dental facilities
 - v. Information technology infrastructure
 - vi. Landscaping
- B. Construction management and construction observation (from external sources only);
- C. Insurance premiums as required in Section 1.18;
- D. Other costs authorized through the legislation.

1.7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible project expenditures up to the maximum payable under this Contract. When requesting reimbursement for costs incurred or expenditures made, the Contractor shall submit a signed and completed Invoice Voucher (Form A-19), referencing in the SCOPE OF WORK shown on the Declaration page project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. COMMERCE will not release payment for any reimbursement request received until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Contractor.

The final Invoice Voucher payment shall not occur prior to the completion of all project activities as identified in the SCOPE OF WORK shown on the Declaration page. A sum not to exceed ten percent (10%) of the grant amount will be retained until all project activities are complete and a Certified Project Completion Report is completed and submitted by the Contractor, per Section 1.9

The Contractor shall submit all Invoice Vouchers and any required documentation to:

Local Government Division, Dental Clinic Capacity Grants
Department of Commerce
PO Box 42525
Olympia, WA 98504-2525

COMMERCE will pay the Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by COMMERCE.

Duplication of Billed Costs. The Contractor shall not bill COMMERCE for services performed under this Contract, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

1.8. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

1.9. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT

The Contractor shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on the Declaration page are complete.

The Contractor shall provide the following information to COMMERCE:

- A. A certified statement that the project, as described in the SCOPE OF WORK shown on the Declaration page, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on the Declaration page.
- C. Certification that all costs associated with the project have been incurred and accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the grant amount including the ten percent (10%) retainage, as described in Section 1.9. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the SCOPE OF WORK shown on the Declaration page and COMMERCE's receipt and acceptance of the Certified Project Completion Report.

1.10. REPORTS

The Contractor shall furnish COMMERCE with Project Status Reports when submitting Invoice Vouchers (as described in Section 1.7), a Certified Project Completion Report at project completion (as described in Section 1.9), and other reports as COMMERCE may require. Failure to file reports as requested may result in termination of this Contract.

1.11. EVALUATION AND MONITORING

The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by COMMERCE, including site inspections, if necessary.

The Contractor may be asked by COMMERCE to provide photographs, either hard copy or electronically, which visually depict the progress made on the project.

COMMERCE or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Contractor's records with respect to all matters covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Contract. Such rights last for six (6) years from the date final payment is made.

1.12. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Contract, does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Contract. This provision does not extend to claims that COMMERCE may bring against the Contractor in recapturing funds expended in violation of this Contract.

1.13. CHANGE OF OWNERSHIP OR USE FOR CONTRACTOR-OWNED PROPERTY

The Contractor understands and agrees that any or all assets acquired, constructed, or otherwise improved by the Contractor using the funds under this Contract shall be held and used by the Contractor for the purposes stated in the SCOPE OF WORK shown on the Declaration page for a period of at least ten (10) years from the date the final payment is made.

In the event that the Contractor decides to change or transfer ownership of any or all assets acquired, constructed, or otherwise improved by the Contractor using state funds under this Contract, the Contractor agrees that any such decision or action must be submitted in writing and approved by COMMERCE in writing at least thirty (30) days prior to the execution of such decision or action.

In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay the principal amount of the grant as stated in Section 1.5, plus interest calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject asset was authorized. Repayment shall be made pursuant to Section 1.19 Recapture Provision.

1.14. CHANGE OF USE FOR LEASED PROPERTY

The Contractor understands and agrees that any facility leased by the Contractor that is constructed, renovated, or otherwise improved using state funds under this Contract shall be used by the Contractor for the purposes stated in the SCOPE OF WORK shown on the Declaration page for a period of at least ten (10) years from the date the final payment is made.

In the event the Contractor is found to be out of compliance with this section, the Contractor shall repay the principal amount of the grant as stated in Section 1.5, plus interest calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 1.19. Recapture Provision.

1.15. HISTORICAL AND CULTURAL ARTIFACTS

Prior to commencing construction, Contractor shall complete the requirements of Governor's Executive Order 05-05, or, as a substitute for completion of Governor's Executive Order 05-05, Contractor shall complete Section 106 of the National Historic Preservation Act. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed project funded by this Contract. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing pre-requisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historic preservation officer and the state's historic preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local law enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all sub-contracts for work or services related to the SCOPE OF WORK shown on the Declaration page.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the SCOPE OF WORK shown on the Declaration page the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

1.16. SIGNAGE, MARKERS, AND PUBLICATIONS

If, during the period covered by this Contract, the Contractor displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

1.17. PREVAILING WAGE LAW

The project funded under this Contract is subject to state prevailing wage law (Chapter 39.12 RCW). The Contractor is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. COMMERCE is not responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

1.18. **INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State of Washington should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or its subcontractors, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the State of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date, a certificate of insurance, which outlines the coverage and limits required under this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its subcontractors, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors, and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under Contract to the Contractor. The State of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- i. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the Contractor as beneficiary.
- ii. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

Self-Insured Contractors

With prior approval from COMMERCE, the Contractor may provide insurance coverage under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide:

- i. a description of its self-insurance program, and
- ii. a certificate and/or letter of coverage that outlines coverage, limits, and deductibles.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- i. Governmental Accounting Standards Board (GASB),

- ii. Financial Accounting Standards Board (FASB), and
- iii. The Washington State Auditor's annual instructions for financial reporting.

Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Contract.

1.19. RECAPTURE PROVISION

In the event that the Contractor fails to expend state funds in accordance with state law and/or the provisions of this Contract, COMMERCE reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the Contractor of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that COMMERCE is required to institute proceedings to enforce this recapture provision, COMMERCE shall be entitled to its cost thereof, including reasonable attorney's fees.

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture all funds disbursed under the Contract, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 27 of the General Terms and Conditions.

1.20. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Contract are withdrawn, reduced, or limited in any way by the Washington State Governor or Legislature during the Contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Contract accordingly.

1.21. REAPPROPRIATION

The parties hereto understand and agree that any state funds, including the ten percent (10%) retainage as described in Section 1.7, not expended by the BIENNIUM CLOSE DATE listed on the Declarations Page will lapse on that date unless specifically reappropriated by the Washington State Legislature or Governor. COMMERCE will make all necessary efforts to seek reappropriation of funds into the declared BIENNIUM. If funds are so reappropriated, COMMERCE's obligation under the terms of this Contract shall be contingent upon the terms of such reappropriation.

In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

1.22. TERMINATION FOR FRAUD OR MISREPRESENTATION DISINCENTIVE

In the event the Contractor commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Contract, COMMERCE reserves the right to terminate or amend this Contract accordingly, including the right to recapture all funds disbursed to the Contractor under this Contract.

1.23. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of \$500,000 or more in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Contract shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the CONTRACTOR for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.

- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the CONTRACTOR under this Contract. Upon satisfaction of the ten-year term requirement and all other Contract terms and conditions, COMMERCE shall, upon written request of the CONTRACTOR, take appropriate action to re-convey the Deed of Trust.
- C. Title Insurance. The CONTRACTOR shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the Contract.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

Part 2. GENERAL TERMS AND CONDITIONS

2.1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6. APPROVAL

This contract shall be subject to the written approval of COMMERCE's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

2.8. ATTORNEY'S FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.9. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate audits and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

COMMERCE reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's records must be available for review by COMMERCE.

C. Documentation Requirements

The Contractor must send a copy of any audit report no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter and Management Decision Letter, where applicable.

If the Contractor is required to obtain a Single Audit in accordance with 2 CFR Part 200, a copy must be provided to Commerce; no other report is required.

2.10. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. Confidential Information" as used in this section includes:

1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health,

finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure

2.12. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify and state of Washington employees for former state employees employed or on the firm's governing board during the past 24 months. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by Commerce that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

In the event this contract is terminated as provided above, the COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

2.14. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and

permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.15. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.16. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the the Director and/or the designee, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.17. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.18. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's

obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

2.23. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.24. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

2.28. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29. PREVAILING WAGE LAWS

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

2.30. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract

provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

2.32. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

2.33. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2.34. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35. RIGHT OF INSPECTION

At no additional cost, all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.36. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten-business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.37. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

2.38. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may:

(a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.39. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.40. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41. TERMINATION FOR CAUSE / SUSPENSION

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10)-business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.43. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

2.44. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

2.45. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**ATTACHMENT I:
CERTIFICATION OF THE PAYMENT AND REPORTING OF
PREVAILING WAGES**

**Washington State Department of Commerce
DENTAL CLINIC CAPACITY GRANTS**

**Contractor: East Central Community Center
Contract Number: 18-96506-005**

The Contractor, by its signature below, certifies that all contractors and subcontractors performing work on the project as described in the SCOPE OF WORK shown on the Declaration page shall comply with prevailing wage laws set forth in RCW 39.12, as applicable to the project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for Commerce's review upon request.

If any state funds are used by the Contractor for the purpose of construction, applicable State Prevailing Wages must be paid.

The Contractor, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Contractor's governing body as of the date and year written below.

SIGNATURE

NAME

TITLE

DATE

**ATTACHMENT II:
CERTIFICATION OF THE INTENT TO ENTER THE LEADERSHIP IN ENERGY AND
ENVIRONMENTAL DESIGN (LEED)
CERTIFICATION PROCESS**

**Washington State Department of Commerce
DENTAL CLINIC CAPACITY GRANTS**

**Contractor: East Central Community Center
Contract Number: 18-96506-005**

The Contractor, by its signature below, certifies that it will enter into the Leadership in Energy and Environmental Design (LEED) certification process, as stipulated in RCW 39.35D, as applicable to the project described in the SCOPE OF WORK shown on the Declaration page funded by this Contract. The Contractor shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to Commerce.

The Contractor, by its signature below, certifies that the declaration set forth above has been reviewed and approved by the Contractor's governing body or board of directors, as applicable, as of the date and year written below.

IF EXEMPT: DO NOT SIGN

SIGNATURE

NAME

TITLE

DATE

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

06/10/2019

Date Rec'd

5/21/2019

Clerk's File #

CPR 1981-0295

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

BRANDY COTE 625-6774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions
AppointmentsRequisition #Agenda Item Name

0520 TWO PLAN COMMISSION APPOINTMENTS

Agenda Wording

Appointment of Darin Watkins and Asher Ernst to the Plan Commission for a term of January 1, 2019 - December 31, 2022.

Summary (Background)

Appointment of Darin Watkins and Asher Ernst to the Plan Commission for a term of January 1, 2019 - December 31, 2022.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

COTE, BRANDY

Study Session**Division Director****Other****Finance**Distribution List**Legal**

bcote@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

htrautman@spokanecity.org

Additional Approvals

awinchell@spokanecity.org

Purchasing

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

07/15/2019

Date Rec'd

6/27/2019

Clerk's File #

ORD C35793

Renews #

Submitting Dept

INTEGRATED CAPITAL

Cross Ref #

Contact Name/Phone

BRANDON X6419

Project #

Contact E-Mail

BBLANKENAGEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1500 - PATHS & TRAILS SBO FOR LIME BIKES CONTRACT

Agenda Wording

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane

Summary (Background)

As a result of the successful 2018 shared mobility (bikeshare pilot), City Council approved a contract with Lime (Neutron Holdings, Inc) earlier this year to relaunch a shared mobility program. This SBO will establish the budget to operate this program.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 59,050

1500-48601-99999-32161

Expense \$ 20,000

1500-48601-42800-53502

Neutral \$ 39,050

1500-48601-42800-54201

Select \$

#

ApprovalsCouncil NotificationsDept Head

DAVIS, MARCIA

Study Session

PIES 6/24

Division Director

SIMMONS, SCOTT M.

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

publicworksaccounting

For the Mayor

SANDERS, THERESA

bblankenagel

Additional Approvals

kmiller

Purchasing

cquinnhurst



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

ORDINANCE NO C35793

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Paths & Trails Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Paths & Trails Fund, and the budget annexed thereto with reference to the Paths & Trails Fund, the following changes be made:

FROM:	1500-48601	Paths & Trails	
	99999-32161	License and Permits	59,050
TO:	1500-48601	Paths & Trails	
	42800-53502	Minor Equipment	<u>\$ 20,000</u>
	42800-54201	Contractual Services	<u>\$ 39,050</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for shared mobility contract awarded to Lime, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

07/15/2019

<u>Date Rec'd</u>	6/24/2019
<u>Clerk's File #</u>	ORD C35794
<u>Renews #</u>	

Submitting Dept	HOUSING & HUMAN SERVICES	Cross Ref #	OPR 2019-0463
Contact Name/Phone	KELLY KEENAN 625-6056	Project #	
Contact E-Mail	KKEENAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	1680 - SBO FOR SPOKANE COUNTY CONSOLIDATED HOMELESS GRANT FUNDS		

Agenda Wording

A special budget ordinance for Spokane County Consolidated Homeless Grant (CHG) funds in the amount of \$1,841,595.

Summary (Background)

Spokane County has chosen to subgrant their WA State Department of Commerce CHG award to CHHS (pending Council approval) to be utilized in coordination with the other funds CHHS operates to serve households experiencing homelessness within the community. This SBO adds capacity to the CHHS budget to be able to subgrant and administer the funds.

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

Revenue	\$ 1,841,595.00	# 1541-95483-99999-33442-99999
Expense	\$ 1,772,486.00	# 1541-95483-65410-54201-99999
Expense	\$ 69,109.00	# 1541-95483-65430-5XXXX-99999
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	PIES - 6/24/2019
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	kkeenan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	tsigler@spokanecity.org	
Additional Approvals		tdanzig@spokanecity.org	
<u>Purchasing</u>		mrdavis@spokanecity.org	
<u>GRANTS &</u>	BROWN, SKYLER	cbrown@spokanecity.org	
		kburnett@spokanecity.org	
		chhsaccounting@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Human Services Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grants Fund, and the budget annexed thereto with reference to the Human Services Grants Fund, the following changes be made:

FROM:	1540-95483	County CHG funds from	
	99999-33442	Dept. of Commerce	<u>\$ 1,841,595</u>
TO:	1540-95483	Human Services Grants Fund	
	65410-54201	Contractual Services	<u>\$ 1,772,486</u>
	65430-51991	Contra Salaries	<u>\$ 22,379</u>
	65430-52991	Contra Benefits	<u>\$ 12,479</u>
	65430-54992	Contra Other	<u>\$ 34,251</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for Consolidated Homeless Grant funds sub-granted from Spokane County to serve households experiencing homelessness within our community, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Infrastructure and Environmental Sustainability Committee

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	SBO for Spokane County Consolidated Homeless Grant Funds
Date:	6/12/19
Author (email & phone):	Matt Davis (mrDavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness
Deadline:	Effective Date for the agreement is 7/1/2019
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$2,016,492.00 in Consolidated Homeless Grant (CHG) funds Spokane County and to subgrant them out to partner agencies in accordance with regional Continuum of Care Strategy.
Background/History: For several months CHHS staff have met with Spokane County Community Services, Housing & Community Development (CSHCD) staff to improve the coordination of our separate implementations of the Consolidated Homeless Grant (CHG) program. It was determined that the most efficient path forward would be for the County to subgrant its CHG award from the Department of Commerce to the City to be utilized in coordination with the other funds the City of Spokane operates to serve households experiencing homelessness within our community.	
Executive Summary: <ul style="list-style-type: none"> The Department of Commerce awarded Spokane County \$2,091,492.00 in CHG funds for the period 7/1/19 to 6/30/21 The County will subgrant \$2,016,492.00 to the City of Spokane. Accepting this award from Spokane County requires an SBO for \$2,091,492.00 The City of Spokane will subgrant \$1,772,486.00 to community providers to serve households experiencing homelessness The initial awards will be to continue current County programming for 6 months (to conclude December 31, 2019). The CHHS Department will release an RFP in late summer 2019 to determine programming for the latter 18 months of the award period The draft agreement between Spokane County and the City of Spokane is attached for reference 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Spokane County Consolidated Homeless Grant Other budget impacts: SBO required.	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Specify changes required: None.

Known challenges/barriers: None.

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

06/24/2019

Date Rec'd

6/12/2019

Clerk's File #

ORD C35789

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

CANDACE MUMM 625-

Project #Contact E-Mail

CMUMM@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - ORDINANCE REGULATING LOANS OF CITY EMPLOYEES AND PROPERTY

Agenda Wording

An ordinance creating regulations for the loan of City of Spokane employees and City-owned property to other government agencies.

Summary (Background)

Currently, there are no guidelines or limits on the loan of City employees or property to other government agencies, and no codified oversight of those loans. This ordinance sets reasonable guidelines and limits on the loan of City employees and City property, in the exercise of the Council's fiduciary duties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance Committee,
6/17/2019Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

ORDINANCE NO. C35789

An ordinance regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 03.13 of the Spokane Municipal Code is amended to read as follows:

Chapter 03.13 Loaned Employees **Section 03.13.010 Purpose and Intent**

- A. This chapter is intended to provide guidance for any loan of employees of the City of Spokane to other agencies, for any purpose.

Section 03.13.020 Definitions

- A. "Loaned employee" means a regular City of Spokane employee who is assigned to perform specific work for a public agency other than the City of Spokane, while remaining an employee of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives the services of a loaned employee from the City of Spokane.

Section 03.13.030 Authority for Loan of City Employees

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City employees to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."
- C. As part of the City Council's duty and authority to adopt the annual budget for the City of Spokane, the City Council approves the use of City funds for personnel salaries and benefits under Section 26 of the City Charter. The annual City budget dedicates funds for employees to provide services to the City of Spokane, and not to other government agencies, except as provided in this chapter.

Section 03.13.040 Required Terms for Loan of City Employees

- A. Any loan of City employees must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed by a loaned City employee.
- B. City employees may only be loaned to other government agencies under the following conditions:
 - 1. City loans of employees shall be for a maximum duration of 180 calendar days which may not be extended;
 - 2. The employee loan agreement shall specify the activities which the loaned employee will conduct, the percentage of the employee's regular work week that loaned work will require;
 - 3. Both the lending and receiving agencies shall designate a supervisor by name to supervise the loaned employee as in the normal course, such as approving time sheets, approving any time off requests, and the like, the decision of the City supervisor to prevail in the event of any conflict between the two supervisors;
 - 4. The receiving agency shall reimburse the City for the percentage of the loaned employee's total compensation, including salary and benefits, equal to the percentage of the employee's regular work week that the employee will be performing work for the receiving agency and on the loaned employee's regular pay schedule;
 - 5. Neither the City of Spokane, nor the loaned employee, shall have any obligation to pay for or provide any training, travel, use of a city vehicle, or any equipment the loaned employee requires in order to carry out the job duties required for the loaned work, and those costs shall be the sole responsibility of the receiving agency; and
 - 6. The agreement shall specify that during the term of the employee loan, the employee remains a regular employee of the City of Spokane for all purposes other than those specifically contemplated by the employee loan agreement, including, without limitation, collective bargaining, worker's compensation, vacation and leave accrual, and employee benefits.

Section 2. That there is enacted a new chapter 12.12 of the Spokane Municipal Code to read as follows:

Chapter 12.12 Loan of City Property and Equipment

Section 12.12.010 Purpose and Intent

This chapter is intended to provide guidance for any loan of City property or equipment to other agencies, for any purpose.

Section 12.12.020 Definitions

- A. "Loaned equipment" or "loaned property" personal property of the City of Spokane which is loaned to another public agency while remaining the property of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives property or equipment on loan from the City of Spokane.

Section 12.12.030 Authority for Loan of City Property or Equipment

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City property or equipment to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

Section 12.12.040 Required Terms for Loan of City Property or Equipment

- A. Any loan of City property or equipment must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed under the interlocal agreement.
- B. City property or equipment may only be loaned to other public agencies under the following conditions:
 - 1. With the exception of leases of City-owned real property, no loan of City property or equipment may exceed 180 calendar days which may not be extended;
 - 2. The loan agreement shall specify the purpose of the loan of City property or equipment;
 - 3. Both the lending and receiving agencies, through their respective department heads, shall designate by name a person responsible for the care and maintenance of the loaned City property or equipment;
 - 4. The receiving agency shall pay to the City, at regular intervals throughout the loan period, a reasonable rental amount for the use of the City property or equipment;
 - 5. The receiving agency shall, during the loan period, have the sole responsibility to repair any damages to the loaned property or equipment caused by the receiving agency, reasonable wear and tear excepted; and
 - 6. The agreement shall specify that during the loan period, the property or equipment remains the property of the City of Spokane, and the property

shall be returned to the City in good and serviceable condition at the end of the loan period.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

07/15/2019

<u>Date Rec'd</u>	7/5/2019
<u>Clerk's File #</u>	ORD C35796
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	BUDGET
<u>Contact Name/Phone</u>	CRYSTAL 625-6369 MARCHAND
<u>Contact E-Mail</u>	CMARCHAND@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0410 - 2019 SALARY CHANGES FOR MUNICIPAL COURT

Agenda Wording

A need exists to add \$56,212 in budget capacity to the 2019 Municipal Court Budget to cover the established pay increases effective 7/1/19.

Summary (Background)

Annually as part of the Budget process, the Budget Office incorporates salary increases by labor group for the upcoming budget year. Calculation of salaries for Municipal Court Judges and Court Commissioners in the 2019 Adopted Budget was based upon a placeholder increase of 2% as the City had not received official notice of 2019 salaries from WCC. On 3/1/19 the City received notice from WCC that the actual wage increase for 2019 was established at 10.67% over prior year, effective 7/1/19.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 21,894		# 0560-13100-12500-09600
Expense \$ 26,131		# 0560-13100-12500-09590
Expense \$ 8,187		# 0560-13100-12500-52XXX
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MARCHAND, CRYSTAL	<u>Study Session</u> Public Safety - 7/1/19
<u>Division Director</u>	STOPHER, SALLY	<u>Other</u>
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

Briefing Paper

PUBLIC SAFETY AND COMMUNITY HEALTH COMMITTEE

Division & Department:	Finance
Subject:	2019 Salary Changes for Municipal Court
Date:	July 1, 2019
Contact (email & phone):	cmarchand@spokanecity.org ; 625-6369
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	Public Safety and Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	N/A
Deadline:	July 1, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	SBO to Accommodate 2019 Salary Changes in Municipal Court
<p>Background/History: Every two years the Washington Citizens' Commission (WCC) on Salaries for Elected Officials establishes the salary schedules for Judges of the District Court. City of Spokane Municipal Court Judges are paid 95% of District Court Judges' salary per SMC 05A.05.040(B) and accordingly salaries for Court Commissioners are defined in SMC 05A.05.020(B).</p> <p>Annually as part of the Budget process, the Budget Office incorporates salary increases by labor group for the upcoming budget year. Calculation of salaries for Municipal Court Judges and Court Commissioners in the 2019 Adopted Budget was based upon a placeholder increase of 2% determined from the prior three year history of increases received, as the City had not received official notice of 2019 salaries from WCC.</p> <p>On March 1, 2019 the City received notice from WCC that the actual wage increase for 2019 was established at 10.67% over prior year, effective 7/1/2019.</p> <p>A need therefore exists to add \$56,212 in budget capacity to the 2019 Municipal Court Budget to cover the established pay increases effective 7/1/19.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Calculation of salaries for Municipal Court Judges and Court Commissioners in the 2019 Adopted Budget was based upon a placeholder increase of 2% determined from the prior three year history of increases received, as the City had not received official notice of 2019 salaries from WCC. • On March 1, 2019 the City received notice from WCC that the actual wage increase for 2019 was established at 10.67% over prior year, effective 7/1/2019. • A need therefore exists to add \$56,212 in budget capacity to the 2019 Municipal Court Budget to cover the established pay increases effective 7/1/19. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source: General Fund unappropriated reserves.

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

Operations Impact:

Consistent with current operations/policy?

☒ Yes

☐ No

☐ N/A

Requires change in current operations/policy?

☐ Yes

☒ No

☐ N/A

Specify changes required:

Known challenges/barriers:

ORDINANCE NO C35796

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$56,212</u>
TO:	0560-13100-	Municipal Court	
	12500-09600	Municipal Court Judge	21,894
	-09590	Court Commissioner	26,131
	- 52110	FICA	3,674
	-52210	Retirement	4,442
	-52600	Paid Family Medical Leave	<u>71</u>
			\$56,212

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to add budget capacity to the 2019 Municipal Court Budget to cover the established pay increases effective 7/1/2019, for Municipal Court Judges and Court Commissioners, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

07/15/2019

<u>Date Rec'd</u>	7/5/2019
<u>Clerk's File #</u>	ORD C35795
<u>Renews #</u>	

Submitting Dept	PLANNING	Cross Ref #	RES 2019-0030
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - COMMUNITY EMPOWERMENT ZONE BOUNDARY ORDINANCE		

Agenda Wording

An ordinance relating to the adoption of the City of Spokane's Community Empowerment Zone Strategic Plan and the Community Empowerment Zone Boundary and the appointment of the Community Empowerment Zone Manager;

Summary (Background)

The City of Spokane is exercising its authority under Chapter 43.31C RCW by amending a 2001 Community Empowerment Zone and a Plan to reflect current needs for reinvestment in the expanded Community Empowerment Zone by establishing an amended plan and boundary along with establishing a zone manager for the granting such State incentives within the designated boundary.

<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>	MEULER, LOUIS	<u>Study Session</u>
<u>Division Director</u>	TRAUTMAN, HEATHER	<u>Other</u> Urban Experience 4/8/19
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	RICHMAN, JAMES	tstripes@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	htrautman@spokanecity.org
Additional Approvals		gcooley@spokanecity.org
<u>Purchasing</u>		mpiccolo@spokanecity.org
		sbishop@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

adopting a new chapter 8.20 to title 8 of the Spokane Municipal Code.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Planning Economic Development Team
Subject:	Spokane's Community Empowerment Zone Strategic Plan
Date:	4/8/2019
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597
City Council Sponsor:	Karen Stratton, Mike Fagan, and Ben Stuckart
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Urban Experience, Sustainable Resource, and Innovative Infrastructure
Type of Agenda item:	Consent X Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Key Advancement of: Strategies and Tactics: <ul style="list-style-type: none"> Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets Expected Outcomes: <ul style="list-style-type: none"> Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region Comprehensive Plan, Charter 7 Economic Development: ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial <ul style="list-style-type: none"> Property is available for economic development activities. ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate. <ul style="list-style-type: none"> ED 7.4 Tax Incentives for Land Improvement <i>Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.</i> ED 7.5 Tax Incentives for Renovation <i>Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated residential and commercial properties and buildings for new economic activity.</i>
Strategic Initiative:	See above Alignment with Urban Experience
Deadline:	4/8/2019

Outcome: (deliverables, delivery duties, milestones to meet)	Staff would like to bring forward Spokane's Community Empowerment Zone Strategic Plan and new Boundary for Council adoption, as soon as possible. Or, staff can brief the final plan at a later date ... Please advise.
<p><u>Background/History:</u></p> <p>In the summer of 2017, the PED committee appointed Council Members Fagan and Stratton to participate on the review committee and to assist in updating the existing CEZ plan and boundary.</p> <p><i>Prior History:</i></p> <p>In 2001, the City of Spokane's Community Development Department embarked upon an application to State to recognize its five-year Community Empowerment Zone Plan and allow the city to offer the State's Community Empowerment Zone incentives allowed by 43.31C RCW.</p> <p>The City is responsible to the State for the plan and reports annually to the State on the use of the incentive (GSI offers and tracks the incentive to the new private sector industrial development employer). Both the City and GSI promote the incentive to eligible employers.</p> <p>In late 2015, after the establishment of the Planning Economic Development Strategy and the Planning Economic Development (ED) Team implementing the strategy, it became evident that the responsibility of the Plan and reporting to the State should reside with the ED team lead.</p> <p>In 2016, Teri Stripes worked with CHHS to meet the State's 2015 reporting requirement and in 2017, the ED Team solely met the State's 2016 reporting requirements. Note that in 2016 there were no companies that took advantage of the incentive, which remained true in 2017.</p>	
<p><u>Executive Summary:</u></p> <p>Over the course of two months, the review committee got familiar with the required components of the application and plan, and came to agreement on the update charter.</p> <p>During the next two months, the team became familiar with the eligible areas of town that also supported manufacturing job creation. They made recommendations for investigation. The boundary changes they have landed on includes all our eligible industrial properties, many general commercial properties, where some small/light manufacturing can locate in, and also includes the census tracts of income eligible workforce population.</p> <p>The review committee then diligently worked throughout most of the remaining 2017 and early 2018 identifying portions of plans they represented, or reviewed that should be incorporated in to the updated CEZ. Those plans had to identify needs and financial solutions for the community within the CEZ.</p> <p>In 2018, staff began pulling all those portions of existing community plans together into the current draft CEZ plan and adding in the new Federally designated and qualified Opportunity Zones.</p> <p>A draft (final editing needs to occur) is attached as well as the boundary map. We hope you will be comfortable having us bring a final plan forward for adoptions in April rather than waiting until May or June.</p> <p><u>Next Steps:</u></p> <p>Convert Draft to Final Plan and Boundary Council Adoption of Plan and Boundary Complete application and apply to Departments of Commerce and Revenue for Adoption</p>	
<p><u>Budget Impact:</u> None</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact:

Consistent with current operations/policy? x Yes ☐ No

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

Specify changes required: ORD amendment

Known challenges/barriers:

ORDINANCE NO. C - _____

An ordinance relating to the adoption of the City of Spokane's Community Empowerment Zone Strategic Plan and the Community Empowerment Zone Boundary and the appointment of the Community Empowerment Zone Manager; adopting a new chapter 8.20 to title 8 of the Spokane Municipal Code.

WHEREAS, Chapter 43.31C RCW authorizes cities to designate geographic areas within communities that are characterized by 1) a lack of employment opportunities, 2) an average income level that is below the median income level for the surrounding community, 3) a lack of affordable housing, 4) deteriorating infrastructure, and a lack of facilities for community services, job training, and education; and

WHEREAS, the City of Spokane exercised its authority under Chapter 43.31C RCW by amending a 2001 Community Empowerment Zone (CEZ) and Plan to reflect current needs for reinvestment in these areas by establishing an amended plan and boundary for granting such State incentives in designated boundary; and

WHEREAS, the City will subsequently revise the designated CEZ boundary area once the Plan and Boundary are approved by the State agencies; and

WHEREAS, the City Council, along with the City Administration, has performed a review of the amended Plan and Boundary; and

WHEREAS, the City Council desires to modify the boundary of the existing designated CEZ Boundary and to revise the name of the boundary to Spokane's Community Empowerment Zone Boundary; and

WHEREAS, on April 22, 2019, the City Council approved Resolution No. 2019-0030 expressing the intent of the City Council to adopt the City's Community Empowerment Zone Strategic Plan and to designate a community empowerment zone boundary, and to hold a public hearing on April 29, 2019 to take public testimony and to consider the amended plan and designation of the amended boundary; and

WHEREAS, the City Council now intends to hold the second required public hearing on _____ to take public testimony to amend the plan and designation of the amended boundary and appoint the Zone Administrator; Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 8.20 to title 8 of the Spokane Municipal Code to read as follows:

CHAPTER 8.20 COMMUNITY EMPOWERMENT ZONE

8.20.010 Community Empowerment Zone

A. The City of Spokane Community Empowerment Zone Strategic Plan, attached as Appendix A, is adopted by the City Council.

B The Spokane Community Empowerment Zone Boundary Map is adopted by the City Council. See Community Empowerment Zone Boundary Map 8.20.010- M1.

C. Pursuant to RCW 43.31.070, the City of Spokane Director of Planning is designated as the City's Community Empowerment Zone Administrator for the areas of the City designated as a community empowerment zone.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

City of Spokane

Spokane's Community Empowerment Zone Strategic Plan

and

Incentive Boundary Map (2017-2018 Update)

Adoption 2019



Mayor David A. Condon

Spokane City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

509.625.6250

mayor@spokanecity.org







City Council President



Ben Stuckart

Term: 2016-2019

bstuckart@spokanecity.org

District 1	
 <p>Kate Burke <i>City Council Member, District 1</i> Term: 2018-2021 kateburke@spokanecity.org</p>	 <p>Mike Fagan <i>City Council Member, District 1</i> Term: 2016-2019 mfagan@spokanecity.org</p>
District 2	
 <p>Breean Beggs <i>City Council Member, District 2</i> Term: 2018-2021 bbeggs@spokanecity.org</p>	 <p>Lori Kinnear <i>City Council Member, District 2</i> Term: 2016-2019 lkinnear@spokanecity.org</p>
District 3	
 <p>Candace Mumm <i>City Council Member, District 3</i> Term: 2018-2021 cmumm@spokanecity.org</p>	 <p>Karen Stratton <i>City Council Member, District 3</i> Term: 2016-2019 kstratton@spokanecity.org</p>

Review Committee Acknowledgements:

The updated Community Empowerment Zone (CEZ) Strategic plan, boundary, and application are the product of many plans and implementation strategies that numerous individuals, agencies, and organization have participated in and contributed to over the years. The City Council, CEZ review committee, various City departments, Community, Housing, and Human Services Board, Greater Spokane Incorporated (ADO and chamber), Spokane Transit Authority all participated as plan experts from their departments and agencies in the review and update process for the CEZ plan. Each committee member reviewed their plan as well as others for challenges and solutions that should be incorporated in the updated CEZ plan. Great appreciation is given to those who assisted in reviewing numerous community plans and brought forward concerns from other boards and committees for our CEZ plan update process.

City Council Members and Staff

Mike Fagan, Everano: Council District 1 representing nine Neighborhood Councils in the CEZ: [Bemiss](#), [Chief Garry Park](#), [East Central](#), [Hillyard](#), [Logan](#), [Minnehaha](#), [Nevada Heights](#), [Shiloh Hills](#), and [Whitman](#)

Karen Stratton, Skyler Oberst District 3 representing five Neighborhood Councils in the CEZ: [Audubon/Downriver](#), [Emerson/Garfield](#), [North Hill](#), [Northwest](#), and [West Central](#)

Planning & Neighborhood Services Staff

Nathan Gwinn – Infill Housing Planning Process

Shauna Harshman – Neighborhood Planning Process and Comprehensive Plan Update

Teri Stripes – CEZ update program manager, Economic Development Strategy and Incentives Process

Community, Housing, and Human Services Staff

Paul Trautman, Housing Specialist

George Dahl, Consolidate Plan and CDBG

Greater Spokane Incorporated (ADO and Chamber)

Stan Key, Manufacturing and CEZ expert

Spokane Transit Authority

Mike Tresidder, Transit Plan expert

Mayor's Housing Quality Taskforce

Alicia Ayars, Housing Quality plan expert

Strategic Plan, Finance & Budget

Rick Romero

Debra Robole

Community Empowerment Zone Strategic Plan and Boundary Update Executive Summary

The City of Spokane saw a need to seek an update to the 2001 Community Empowerment Zone boundary established long ago with the assistance of the Departments of Commerce and Revenue. The boundary and plan updates were necessary due to the changes in the incentive's eligibility requirements. Spokane strongly agrees that the incentive is far more powerful for long-term job creation and community revitalization when the business receiving the benefit is located within the defined zone. However, the Spokane CEZ boundary previously adopted did not include most of our industrially zoned land. Consequently, manufacturing businesses looked outside of the city for less expensive land to develop. Watching this dynamic play out more often than not, over the last few years provided the impetus for the update to the boundary and the outdated plan.

Since the first CEZ and GMA required Comprehensive Plan was undertaken, our community and stakeholders have embraced good planning and implementation. The stakeholders and community leaders have all been very involved, frequently, and often in creating plans and implementation strategies for the redevelopment of Spokane. As a Review and Update Committee, we decided that our updated CEZ Plan needed to bring together the implementation strategies and plans from past and recent efforts that identify needs and solutions in the area of the proposed CEZ boundary. We needed to confirm that the incentive was still needed, that the locations for manufacturing existed, and that the various community plans programmed the near term investments to be invested within the CEZ proposed boundary. This update strategy of building upon the past community outreach efforts, and consolidating all the past work where it touches the CEZ boundary into one plan was efficient and necessary. In addition to bringing together all those plans, the committee dove into making sure that the 2018 federal tax act, which allowed for the creation of Opportunity Zones (OZs) for private sector reinvestments, aligned within our CEZ boundary. Therefore, about eight months of work shifted toward identifying and proposing to the Governor the right qualifying census tracts as OZs. So, the completion and addition to the CEZ Plan and boundary was delayed until the Spring of 2019. The result is the inclusion of all eleven of Spokane OZs in our proposed CEZ boundary.

The CEZ investments in the plan are programmed in concert with the 2017 updated Comprehensive Plan, 2018 as well as the 2019 updated Strategic Investment Plan, the Community Housing and Human Services Consolidated Plan, Spokane Transit Authority's Capital Plan, and the City's Six-year Capital Investment Plan. The Investments detailed within the plan are summarized in the table below.

Funding		
Organization/Plan	Area of Need	Programmed Amount
2018 Strategic Investment Plan	Community Place Making/Recreation Access/Infrastructure/Neighborhood Revitalization	\$51,900,000
Spokane Transit Authority's Capital Plan	Transportation Capital/Fleet Replacement	\$55,394,615
City's Six-year Capital Investment Plan	Infrastructure/Capital Facilities	\$862,000,000
Community Housing and Human Services Consolidated Plan	Housing/Emergency Housing/Homelessness/CDBG	\$4,700,000
Economic Development Incentives Investment	Commercial Redevelopment/Job Creation/Rater Payer additions/Property, Utility, and Sales Tax expansion/Housing	\$4,400,000
	Total	\$977,394,615

These investments in core commercial infrastructure, community services, public realm enhancement, education and library provide for:

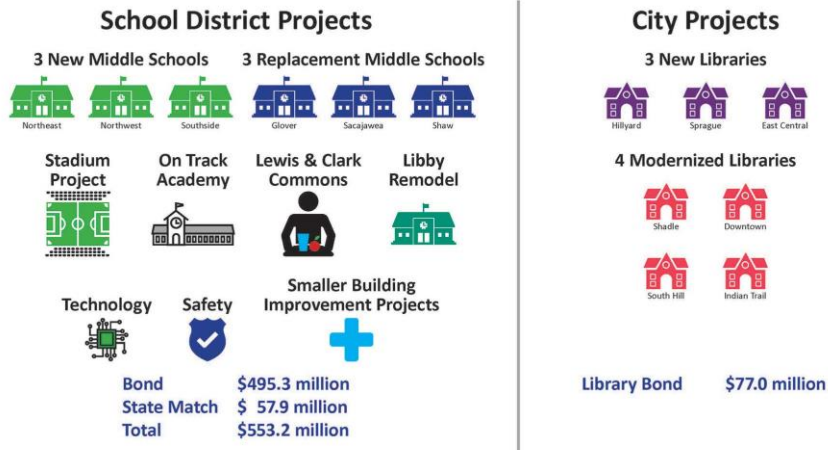
- job creation
- public facilities
- a sense of place
- better education
- public safety
- neighborhood stabilization
- neighborhood rehabilitation
- access to necessary services and amenities

Spokane is the second largest City in the State and provides urban services for medical, mental health, primary and secondary education, transportation (air, rail, bus), distribution, entertainment, commerce, and recreation for all of eastern WA, northern ID, western MT, and even some Canadian provinces.

As poorer individuals often move to Spokane to be closer to the services and jobs, the poverty in the center of Spokane radiates out for our downtown.. Initiatives to addressing poverty needs and creating better paying jobs is imperative. The CEZ designation is one incentive among many that will assist us in addressing the poverty and living wage job creation.

In late 2018, voters passed a significant Schools and Library Bond measure. The project will bring over \$550MM in school investment and \$77MM in Library investments. Over 75% of these investments will be occurring within the proposed CEZ. This measure and outcome were not identified in our CEZ plan but have come about since.

School District & City Facility Improvement Partnership Projects



The City of Spokane and Spokane Public Schools have joined together to develop an unprecedented partnership, designed to build community, support healthy neighborhoods, and create value for the citizens they both serve.

These partners have developed a plan that would deliver a wide array of educational and recreational facilities and programs dispersed throughout the neighborhoods of the City, creating places for positive activity that support healthy youth, families, and community, while also creating jobs, growth, and economic opportunity.

The plan uses an integrated approach that leverages a variety of resources, including dollars, land, facilities, and programs, to stretch the buying power of citizens' dollars.

Taking advantage of a change in how the State of Washington funds public education, citizens would see a significant decrease in their property taxes, while still allowing for the proposed major investment in learning, literacy, and recreation.

The Ballot Items

The plan includes three proposals that would be voted on by citizens:

- A \$495.3 million bond issue by [Spokane Public Schools](#) that would include 3 new middle schools; 3 replacement middle schools; updates at Lewis & Clark High School, Libby Center, and On Track Academy; safety and technology updates; and funding for a stadium replacement. [See the information provided by Spokane Public Schools.](#)
- A \$77 million issue by the **City of Spokane** that would include three new libraries and four library modernization projects. [See the information provided by Spokane Public Library.](#)

- A **City of Spokane** advisory vote that asks voters whether they would like to see a high school replacement stadium built at the current site of Albi Stadium or in a centralized location on the North Bank, adjacent to the Spokane Arena and planned new Sportsplex. [Note the Advisory vote to move the high school stadium to the new sports complex did not pass. So, the construction of the Sportsplex is continuing without the high school stadium. The Sportsplex is also being constructed within the CEZ boundary in a blighted area of town.]

Details above are from The City of Spokane, Spokane Public Schools, and the Spokane Public Library have partnership websites <https://www.partnershipspokane.org/> and <https://my.spokanecity.org/learningbond/>.

2019 Updated Strategic Plan

Another significant update occurred January 2019, the update was to the 2017-2018 Strategic Investment Plan, which was included in our CEZ and the update warrants mention here. Below are updates to all four sections of the investment implementation as well as some performance outcomes. As noted, in the CEZ Plan the vast majority of this investment is occurring in the proposed CEZ boundary. The Plan details below come from the plan's website. <https://my.spokanecity.org/cityhall/strategic-plan/>

Safe & Healthy

Safe & Healthy

To create a safe, healthy, supportive environment for the City of Spokane residents, business and visitors.

Reducing Crime, Improving Patient Outcomes, Helping Those in Need

Lower property crime. Residential burglaries are down 13 percent over last year, commercial burglaries are down 10 percent, and vehicle thefts are down as well.

Supervision for Property Crime Offenders. Community supervision for habitual car thieves, once they are released from custody, is at the top of Spokane's 2019 legislative wish list. Community supervision can require that offenders submit to periodic drug screenings, drug rehabilitation programs and have no contact with other convicted felons.

New Eviction Center. The center is one of only 17 in the nation. The center connects those experiencing homelessness and other low-income individuals with a variety of services in a single location. The Center supports four key pillars of self-sufficiency: 1) Economic Empowerment, 2) Educational Advancement, 3) Health & Wellness, and 4) Character and Leadership.

Expanding Services for Those Experiencing Homelessness. A new permanent shelter is in the works, as the community overall seeks out best practices to assist those experiencing homelessness. The City also is investing another \$800,000—in addition to the \$8.5 million the City spent in 2018—in homelessness services in 2019, increasing direct outreach to those in need.

Delivering Better Medical Outcomes. Firefighter Paramedics and EMTs are improving outcomes for citizens experiencing cardiac arrest and stroke. By recognizing symptoms, administering appropriate care quickly, and providing detailed information to emergency room providers, our firefighters are saving lives.

Right care in the right place. Spokane Fire Department (SFD) has partnered with Frontier Behavioral Health, with funding from Providence Medical Group, to staff a Behavioral Response Unit. The program diverts people experiencing less acute behavioral issues from the Emergency Room so they can be connected to more appropriate community resources. This allows Emergency Room staff to provide the highest level of care to the most acute medical and behavioral health patients.

Create a compassionate community so that all people can feel safe, empowered, and welcome.

2-Year Action Plan

- **PRIORITY:** Develop integrated emergency response
- Increase and embrace diversity

6-Year Plan

- Advance public safety through criminal justice reform
- Reduce homelessness and protect vulnerable populations
- Beautify Spokane through citywide clean and safe

Discussion:

Under the Safe and Healthy initiative, City staff have worked with regional partners to assess and evaluate important advancements including the integration of 9-1-1 and dispatch services. They've also worked to improve public safety response

to vulnerable populations and provide them with follow-up services that reduce visits to the emergency room while increasing the level of care for the individual. Criminal justice reform efforts also are proceeding region wide and an additional major grant has been received to continue this work. These public safety responses also are paired with improved maintenance of public space and standards for quality housing.

Urban Experience

Riding the Waves, Rolling Along, Putting Down Roots

Riverfront Spokane. In Riverfront, we have opened the new Carousel building, the renovated Rotary Fountain, the Howard Street South bridge, and the Skate Ribbon. Up next is the Pavilion and center promenade. Riverfront Spokane is our living room, and we love what's happening there.

Healthy Downtown. A resurgence that began to transform downtown over a decade ago continues with renewed pace and excitement. New investment continues to abound with everything from historic renovation and new construction to homegrown business development and the attraction of national retailers.

BikeShare. Last fall, it seemed the entire City was rolling along on electric scooters and bikes. Citizens and visitors took 139,000 rides during 68 days of the pilot bike share program. Selected officials and staff are working on changes to usher in a permanent bike share program.

The SportsPlex. Work will start in 2019 on the new regional sports facility near the Spokane Arena that will host large tournaments that generate tourism and serve as a practice and competition venue for local sports groups and community programming. The facility will boost the local and state economies through the attraction of visitors to our community, and studies show it will generate up to \$33 million annually in direct visitor spending.

Access to the Spokane River. The wild Spokane River and two sets of falls run through the heart of Spokane. Increasing access to the river provides outdoor recreational experiences and helps ensure its health for the future. A new raft and kayak put-in is being built in Redbank Park—the fourth updated access point in the City—and new vistas of the lower falls will open with the completion of work on Spokane Falls Boulevard by the Downtown Library.

Partnership with Spokane Public Schools. Voters approved funding measures for libraries and schools as part of an historic partnership between the City and Spokane Public Schools. New middle schools will be located on City sites, libraries and schools will co-locate, and new facilities will lift up neighborhoods around the City.

Get closer to nature
5 minutes from downtown
Riverside State Park's 55 miles of trail

Hit the slopes!
5 ski resorts within 2 hours of the city

Convenient downtown access swim, fish or paddle in the Spokane River on your lunch break

Put down roots
Residential housing is affordable in Spokane

Average home price per square foot
\$1048/sf San Francisco
\$476/sf Seattle
\$157/sf Spokane

Bike Share Stats over 68 days	Pedal Bike	E-Assist Bike	Scooter
# Rides	9,258	25,066	109,233
Total Distance (miles)	4,446	12,578	111,154
Average Rides/Vehicle/Day	2.8	4.0	7.3

Urban Experience To promote significant growth that connects people to place and builds upon cultural, historic, and natural resource assets.

Promote significant growth that connects people to place and builds upon cultural, historic, and natural resource assets

2-Year Action Plan

PRIORITY: Market Spokane's urban advantages and experiences to grow jobs and economic benefit Develop public trails and access points to Spokane River Invest in key neighborhoods and business centers; especially PDAs and small businesses

6-Year Plan

Increase housing quality and diversity
Advance downtown as region's largest and strongest center
Support arts and cultural activities
Work collaboratively with regional partners

Discussion:

Under the Urban Experience Initiative, City staff have continued efforts to enhance public connections with the Spokane River, including the build out of the urban trail system. They are working with partners around the City and community to advance development in the City's targeted investment areas on the West Plains, the Northeast, the University District, and in Downtown. The new SportsPlex planned for the North Bank is moving forward, and voters adopted a plan for improving libraries and schools throughout the community.

Innovative Infrastructure

Innovative Infrastructure To build and effectively manage innovative infrastructure that supports community accessibility, mobility and resiliency.

Saving Water, Smoothing the Ride, Thinking Ahead

Improved Streets. Everyone likes a smooth ride. The Street Levy approved by voters in 2014 has enabled the City to focus on projects that serve more people every day. We are stepping up maintenance work—which is less expensive—to give users more miles of safe, smooth pavement.

Energy Ideas. The City's renewable energy generation surpasses its use of electricity, natural gas, and fuel combined. That's particularly impressive when you consider our large fleet of fire trucks, police cars, snow plows, and garbage and recycling trucks. The City's energy production includes hydropower at Spruce Dam and electricity from steam at the Waste to Energy Facility and the Riverside Park Water Reclamation Facility. The City is working on new ideas to get citizens more value for these energy assets.

Focus on Water Conservation. Water is our most precious resource. In Spokane, we are blessed to have the sole source Spokane Valley-Rathdrum Prairie Aquifer as our drinking water source. We have work under way to encourage SpokaneScape—less water-intensive landscaping. Develop new irrigation standards, and tackle City high water users, like golf courses.

Urbanova. The University District serves as the living laboratory for "smart cities" technology under the Urbanova partnership that includes the City, local companies, and higher education. Work is under way around localized energy grids, technology that dims street lighting when traffic volume drops, and sensors that provide instant air quality data. The goal is to use this information to create people-centric solutions for the future.

Improved River Health. A series of projects designed to manage overflows from combined wastewater and stormwater to the Spokane River is nearing completion. The last of more than 24 underground tanks—including huge projects on Spokane Falls Boulevard and at First & Adams in west downtown—will be done in 2019. The system will have a capacity of about 16.5 million gallons of wastewater storage.

Promise of a Circular Economy. They say that one man's trash is another man's treasure, and that's exactly the concept behind the circular economy. As part of our joint West Plains Public Development Authority, we are creating a district that will connect companies and turn waste products into raw materials.

Build and effectively manage innovative infrastructure that supports community accessibility, mobility, and resiliency

2-Year Action Plan

- PRIORITY:** Accelerate street improvement, such as grind-and-overlay and surface projects, to catch up on deferred maintenance
- Support smart use of public land and natural resources

6-Year Plan

- Develop affordable and predictable taxes and rates
- Develop Spokane's transportation advantages
- Advance sustainability as a core principle
- Promote resiliency and protect our natural environment

Discussion:

Under Innovative Infrastructure initiative, City officials have focused on accelerating street improvements, developing infrastructure plans for allow for strategic growth in targeted investment areas, and worked to advance sustainability and smart cities initiatives. New efforts are in the works to advance street maintenance to avoid more costly improvements later. Programs to grade alleys, pave unpaved streets, and tracking street investments are under way. Water conservation efforts are being stepped up, along with plans to more efficiently use City energy resources.

Sustainable Resources

Funding the Work, Accessing Services, Maintaining Affordability

New Supported Employment Program. This program is designed to create job opportunities for eligible individuals with disabilities and allows the City to expand its work force in ways that allow our employee base to be more representative of our community.

Healthy City Reserves. New additions to the City's reserve accounts bring City reserves up to \$18.5 million, putting the City on solid financial footing. The accounts are designed to protect City services when revenues don't meet expectations or unanticipated increases in expenditures occur.

Spirit of Continuous Improvement & Innovation. Every day, we are looking at our processes and procedures to determine if there are better ways of doing business. We are adding a new system in Solid Waste Collection to improve routing and pickup. We are making changes to our utility management system to better track these lines of business. And we have added new software to manage public records requests.

Income and Spending
Households in Spokane earn a median yearly income of \$48,946. 31.29% of the households earn more than the national average each year. Household expenditures average \$53,424 per year. The majority of earnings get spent on Shelter, Transportation, Food and Beverages, Health Care, and Utilities.

Affordability. We have strived to live within our means and to hold down costs for our citizens, while still providing excellent services. We have committed to limiting rate increases within our water, wastewater, and solid waste utilities to 2.9 percent annually—the average rate of inflation over the last 25 years or so.

Open Government. Governments collect all kinds of data. We are working to make more of our information easily available to the public in hopes that it generates new ideas and new ways of doing business.

Customer Service. Communicating and interacting with our customers in ways that are convenient for them is important. This year, we added texting capabilities to our 3-1-1 customer service center. Our social media interactions won a national award. And, we are working toward additional enhancements like the ability to sign up for recurring credit card payments and ACH payments for utility charges.

\$48,946
Median Household Income

Income Distribution

Income Range	Count
< \$10 K	7,789
\$10-20 K	11,077
\$20-30 K	10,482
\$30-40 K	10,075
\$40-50 K	8,543
\$50-60 K	7,837
\$60-75 K	8,864
\$75-100 K	11,550
> \$100 K	18,028

Sustainable Resources

To make sustainable financial decisions that support strategic goals, deliver excellent customer service, and contribute to economic prosperity.

Make sustainable financial decisions that support strategic goals, deliver excellent customer service, and contribute to economic prosperity

2-Year Action Plan

- **PRIORITY:** Grow a 21st Century workforce

6-Year Plan

- Develop and implement human and financial management practices that are: sustainable; transparent; efficient; and accountable.

Discussion:

Under the Sustainable Resources Initiative, City officials have focused on important issues to protect and use City data and technology, improve financial stability, and support a 21st Century Workforce. Opening up City data to allow for innovative,

urban solutions to problems has been balanced with work to enhance cyber security and resiliency of City operations. Continuous improvement and project management teams are working to improve efficiencies across the City. And, a focus on recruitment and training is investing in our workforce. The City has also established a new supported employment program to provide job opportunities for certain individuals with developmental disabilities.

Community Empowerment Zone Strategic Plan and Boundary Update Introduction

The updated CEZ Plan and incentive boundary now includes all our Spokane industrial lands as well as most of our general commercially zoned property, where some light and small-scale manufacturing can occur. This addition greatly expands the incentives ability to encourage infill redevelopment and job creation within the City of Spokane where the areas are well served with commercial infrastructure, transportation, telecom, and transit as well as workforce proximity.

The stakeholders worked hard to also select an eligible boundary, which also aligns with other incentive including the new federal Opportunity Zones, available infill developable lands, existing infrastructure, as well as areas where the City has targeted its resources for redevelopment and revitalization.

The Census tracks includes our poorest HUD community development neighborhoods, our downtown core, the University District, and the Trent, West Central, West Plains Airport, Playfair Commerce Park, and Northeast industrially zoned areas, all home to manufacturing and job creation and potential growth opportunities.

The City of Spokane has always seen tremendous citizen involvement in its planning efforts. This has led to very community oriented plans that the community takes ownership in and helps implement the visions. Be these small district plans like the Emerson Garfield neighborhood plan or the large audacious Strategic Plan that programs over \$50MM in onetime funding over two years—supporting the new School and Library plan through community bond investment of over \$625MM—2014 \$64MM bond to rebuild Spokane Riverfront Park the home of the 1974 World’s Fair. Everyone engages in these planning efforts and then dives in and supports the investment in making Spokane the City of Choice. This is why the CEZ updated plan has to draw upon all of the wonderful work and bring it together in one document that speaks to all of this effort occurring in the CEZ boundary and does not duplicate past efforts but rather continues the community’s hard work.

Our Plan includes the following information:

1. Housing needs, including emergency housing.
2. Public infrastructure needs, such as:
 - ❑ Transportation
 - ❑ Water
 - ❑ Sanitation
 - ❑ Energy
 - ❑ Drainage/flood control

3. Public Facilities needs, such as:
 - ❑ Neighborhood facilities
 - ❑ Facilities for the provision of health, education, recreation, or public safety.
4. Community economic development needs, such as:
 - ❑ Commercial/industrial revitalization
 - ❑ Job creation and retention with special attention to the unemployment and underemployment of the area residents
 - ❑ Accessibility to financial resources by residents and businesses within the area
 - ❑ Investment in the area.
 - ❑ Rezones/changes in land use
5. Social service needs.
6. Existing and new plans to specifically address the identified needs, and the financial and other resources, which have been committed to implement the plan.
7. Funding sources that are expected to become available in the future to carry out the reinvestment area strategy and the actions that will be taken to acquire these funds.

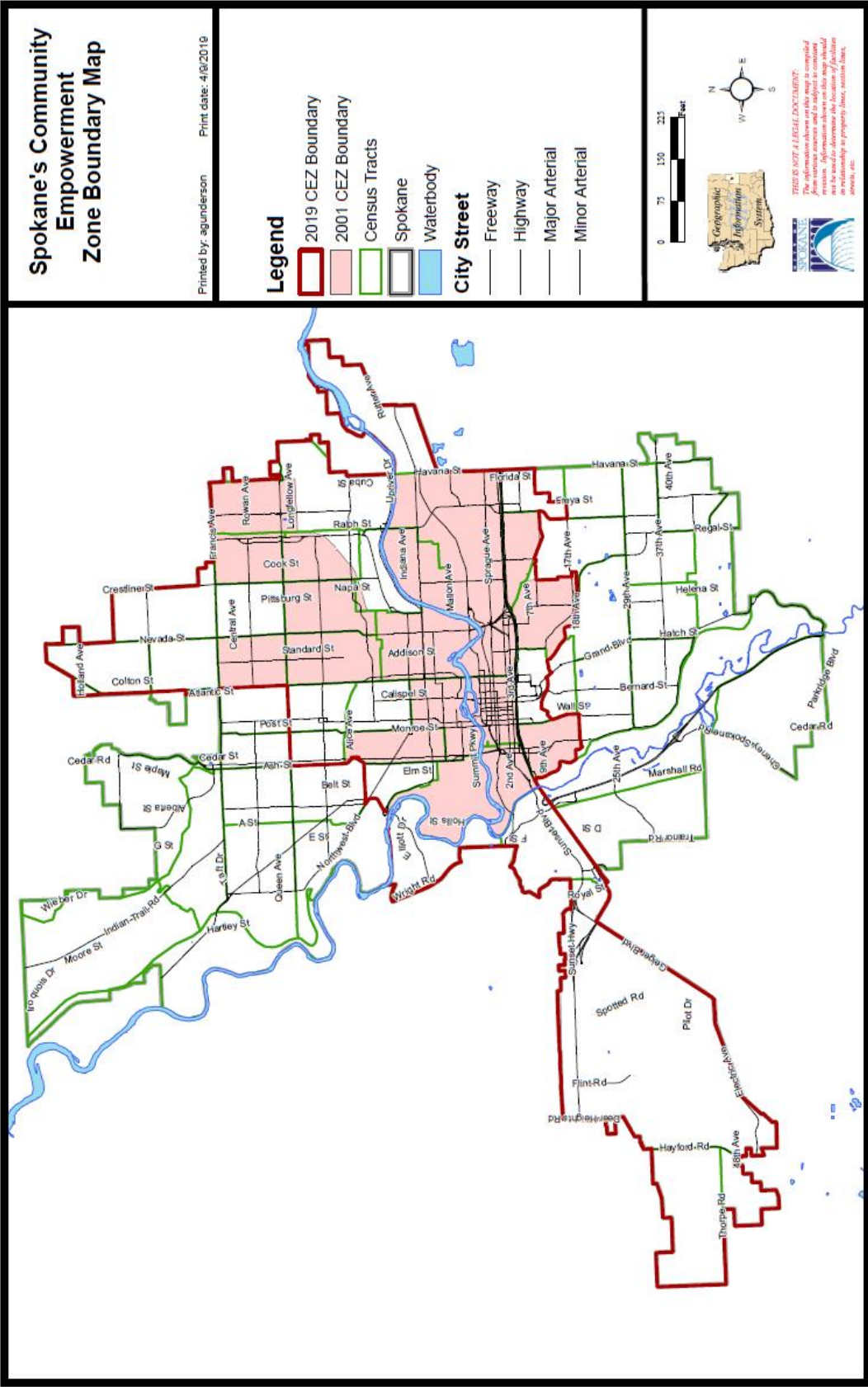
Spokane's Community Empowerment Zone Strategic Plan

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Spokane's Community Empowerment Zone Boundary Map



Housing needs, including emergency housing within CEZ

The City of Spokane's housing challenges are centered on housing choice, quality, availability, and a concern in keeping housing affordable across all income levels. The citywide Comprehensive Plan, the HUD required Consolidated Plan, Neighborhood Plans, and recent taskforce plans are all identifying these common challenges as well as some solutions to address the issues.

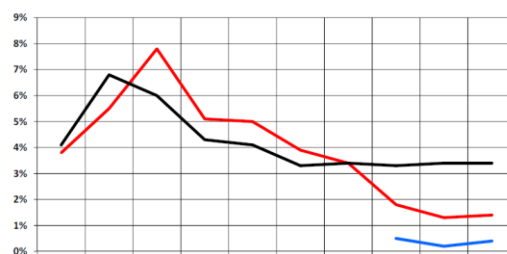
Currently, the City and the Region are challenged by a lack of multifamily housing stock available for rent. It has been frequently reported throughout 2017 – 2018 that the apartment vacancy rate is only 1%. This lack of available housing causes the market to raise rental fees, as well as developers to respond by constructing new inventory.

Unfortunately, the rising rental rates are leading the new inventory's availability. The development community is responding (2017 was a near record year for Multi-Family construction permits) so we are anticipating that supply and demand will begin to stabilize.

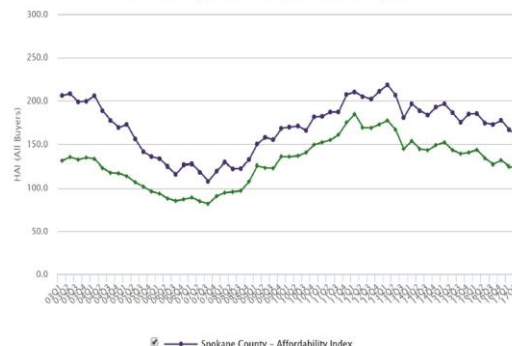
Within our Community Empowerment Zone (CEZ) live our most vulnerable and disadvantaged individuals and families. This is where the HUD required Consolidated Plan and the Strategic Plan to End Homelessness have become critical. The CEZ is also where the City incentivizes and subsidizes new housing construction and rehabilitation.

In the following pages, we have compiled critical excerpts from the Community Housing and Human Services Consolidated Plan and the Plan to End Homelessness; these two plans best address the needs of the populations living and working within our CEZ as well as guide the resources that address the needs of this population. These plans are also well supported by all other citywide initiatives, plans, and investments. Each has gone through extensive and required public involvement in their creation, addressing goals as well as community needs based solutions. Following those plans excerpts there are excerpts from the City's Comprehensive Plan (updated in 2017) and the City's Strategic Plan. Those plans highlight similar needs and support on a citywide basis.

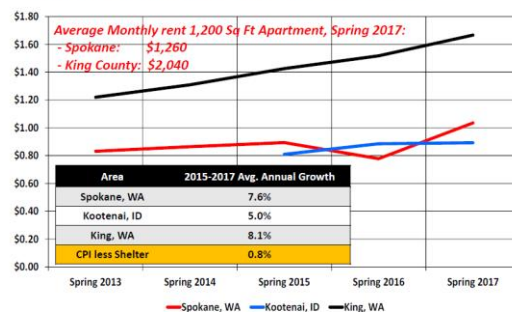
Apartment Vacancy Rates, 2008-2017



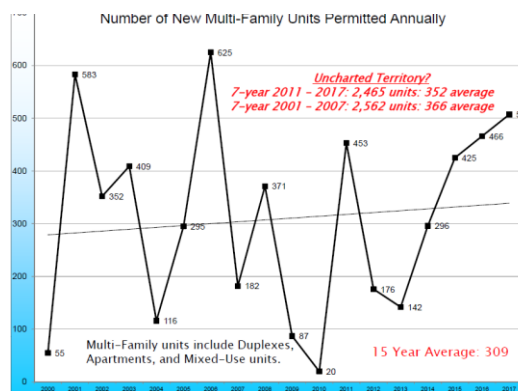
6.1.6 Housing Affordability Index for All Buyers



Apartment Rent Per Sq. Foot, 2013-2017



Source: U.W. Rumlund Center and author's calculations. Source: Grant Forsyth, Avista Chief Economist; GSI Forecasting 11/8/17



PURPOSE OF THE CONSOLIDATED PLAN

The City of Spokane's mission is to deliver efficient and effective services that facilitate economic opportunity and enhance the quality of life for its citizens. The Spokane Five-Year Consolidated Plan and individual Annual Plans provide a roadmap for allocating resources to achieve those objectives. The Consolidated Plan establishes local priorities consistent with national objectives established by HUD (US Department of Housing and Urban Development) to utilize funds allocated by the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program. Over the five-year period covered by the Consolidated Plan, about \$20 million is expected to be available through these programs, including rollover of prior year funds and funds generated from program income.

CDBG Program Objectives	HOME Program Objectives	Emergency Solutions Grant
Provide decent housing Create a suitable living environment Expand economic opportunities	Expand the supply of decent, safe, sanitary and affordable housing	Reduce and prevent homelessness

SUMMARY OF NEEDS AND GOALS

The Consolidated Plan established three priority needs and five main goals for Spokane.

1. Need for safe affordable housing choice

Goals relating to this need:

- Preserve and expand quality, safe, affordable housing choices.
 - Improve quality of existing housing stock
 - Increase housing stock
 - Ensuring housing stability
 - Prioritize workforce housing development to reduce transportation barriers and costs

2. Need to provide for basic and special needs and reduce homelessness

Goals relating to this need:

- Prevent and reduce homelessness
 - Retool the homeless response system
 - Increase access to affordable housing that promotes health and stability
 - Invest in effective and/or proven housing and support services
- Provide opportunities to improve quality of life
 - Reduce barriers to employment
 - Invest in effective housing and support services

3. Need for community development, infrastructure and economic opportunities

Goals relating to this need:

- Support vibrant neighborhoods
 - Invest in infrastructure
 - Improve public safety
 - Expand capacity of neighborhoods to attract businesses
 - Support infrastructure and services that enhance the health and quality of life in our neighborhoods.
- Expand economic opportunities
 - Support effective pathways toward self-sufficiency and living wage jobs
 - Support microenterprise
 - Invest in infrastructure to attract business and housing development

HOUSING CONDITION [Excerpts]

Need for Housing Rehabilitation (MA20) [pg. 29]

Most of the housing in Spokane was built more than 30 years ago. Deferred or absent maintenance can result in loss of housing, including older, more affordable housing. One of the key strategies in preserving affordable housing is maintaining existing units. Unresolved conditions tend to create a depressing effect on investment in the area and can lead to overall deterioration of values and livability of the neighborhood.

Some homes need only modest rehabilitation such as paint, railings, or handicap access ramps. Others need more extensive work such as a new roof, replaced heating system, repaired electrical hazards, bedroom egress windows, abatement of hazardous asbestos, or structural repairs. While these conditions relate to both owner housing and multifamily rental housing, two specific types of housing require further comment. There are 19 mobile home parks in the community, some of which contain housing that is substandard and deteriorating. Some units are not suitable for rehabilitation due to obsolescence and poor condition. In some cases, site owners are holding the properties for potential higher uses. In addition, there are residential structures in the downtown area that need major reconstruction, due to building codes, deferred maintenance, and obsolescence. Some of these structures may qualify as “spot blight.” Some single family and multifamily structures outside the downtown area are not suitable for rehabilitation and may represent a “blighting” influence on the neighborhoods. These properties may be appropriate for demolition on a “spot” basis.

City of Spokane Wastewater Management Department reports that Orangeburg sewer pipe was commonly used to connect homes built between 1955 and 1975 to sewer mains. Made from compressed layers of tar paper, the pipe is beyond its 40 to 50-year intended lifespan. Failed Orangeburg pipe causes a substandard housing condition, risks contamination, and requires costly excavation and replacement.

Many houses in Spokane (an estimated 60% of housing units, according to City documents) have elevated levels of radon, which is a naturally occurring radioactive gas, which can cause lung cancer. The remedy for radon in the home is not overly burdensome. Washington State Department of Health reports that 42% of Spokane houses tested (and reported to the State) between 2009 and 2013 were positive for radon.

Lead-Based Paint and Lead Hazards [pg. 30]

Use of lead in paint was banned in 1978, but used prior to that time with increased frequency in earlier decades – use in older units was more common. According to American Community Survey estimates (2008-2012), 75% of owner-occupied and 73% of renter-occupied units in Spokane were built before 1980. CHAS estimates place the number of housing units built before 1980 with children present at 2,005 owner-occupied units and 1,475 renter-occupied units, which is too conservative an estimate of the number of older units with children present.

Table 25: Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total number of units built before 1980	38,594	77%	27,634	73%
Housing units built before 1980 with children present	2,005	4%	1,475	4%

Source: 2007-2011 ACS (total units) 2007-2011 CHAS (units with children present)

HOUSING COSTS [pg. 31]

Estimated housing costs in the City of Spokane and Spokane County are lower for both owner-occupants and renters than is true of Washington State. The median owner-estimated value of homes in Spokane was just 60% of the estimated value in the state as a whole. The median estimated value in Spokane County was higher, but still

70% of the median estimated value in Washington. Still looking at owner costs, two-thirds of households with a mortgage in Spokane had housing costs less than \$1,500 per month, including utilities. In contrast, in Washington, two-thirds of households with a mortgage paid more than \$1,500 a month.

Availability of Housing Compared to Needs **(MA10)** [pg. 34]

While housing is generally more affordable in Spokane than other urban areas, housing costs are out of reach for many households in Spokane. For example, a household with a single wage earner at under \$13 an hour would not be able to afford a unit priced at \$718 (the median rent in Spokane). Without (and even with) a subsidy, many households with lowest incomes must compete for housing in their price range, settle for units in poor condition, live in overcrowded circumstances, or live in areas in the City with less access to opportunities (employment, education and amenities).

Most Common Housing Problems **(NA10)** [pg. 36]

Housing problems include cost in excess of 30% of household income, lack of complete plumbing/kitchen facilities, and crowding defined as between 1.0 and 1.5 persons per room. Severe housing problems are defined as cost greater than 50% of household income, lack of complete plumbing/kitchen facilities, and crowding defined as greater than 1.5 persons per room. By far the most prevalent problem was cost in relation to income. However, that was not the only problem. An estimated 780 renter households and 100 owners were living in substandard housing, defined as lacking complete plumbing or kitchen facilities. Another 360 renters and 25 owners were living in severely overcrowded conditions, defined as more than 1.5 persons per room.

Populations/Households most Affected by Housing Problems **(NA10)** [pg. 37]

It is not possible to draw conclusions from CHAS data regarding needs by household type. The 2015 State of Washington Housing Needs Assessment expresses concerns about several populations. By age and composition, elderly households are and will be looking for different types of housing to meet changing needs – possibly smaller rental units. This demand may compete with other renters. Younger householders are also likely to be challenged, particularly by cost. The Needs Assessment (page 42) points out that in Washington, close to 60% of younger householders (under 24) were burdened by high costs of housing. The report further points out that 61% of single person-households (including the elderly) are most the cost-burdened compared to other sizes of households. Finally, people with disabilities typically have far less to spend on housing, and therefore are most likely to have housing problems.

Single-Person Households with Needs **(NA10)** [pg. 37]

According to 2008-2012 American Community Survey estimates, over one-third of households in Spokane consisted of people living alone. This will likely increase from a number of factors – young people starting out on their own, an increasing share of seniors looking for a change in living, and people opting to live independently for other reasons. Not all will be able to achieve this on their own. Certainly, low income in relation to housing costs will be a primary contributor to this inability. The Washington Center for Real Estate Research housing market condition report for Spokane also indicated a demand for smaller rental units. There was a lower vacancy rate for 1-bedroom units and studios (2.5% and 3.1% respectively) than for overall multifamily units (3.5%). A July 2014 SLIHC survey limited to publicly assisted rental housing units in the area revealed a strong demand for housing for singles, particularly studios. The study found that the vacancy rate for studios stood at .6%. Availability and economic needs are not the only concern that must be considered going forward; needs also extend to accessibility. Safe housing for seniors on their own and persons with disabilities includes sufficient units on a single level, safe transportation, and located near amenities and services.

A further view of the need for affordable housing for singles is found in the Spokane Continuum of Care report. Its data estimates that in 2013, 1,993 persons in households with only adults also experienced homelessness during the year. The vast majority of these households were single persons and 442 were chronically homeless

individuals—a particularly vulnerable population. Other indications of need are found on the Spokane Housing Authority’s public housing wait list. The wait list shows 126 disabled households and 25 elderly households who are waiting for units, most of which must be accessible units.

Disproportionate Need by Race/Ethnicity **(NA30)** [pg. 38]

CHAS tables provide cross-tabulations of problems by income and race/ethnicity of heads of households. The margins of error associated with the estimates (based on American Community Survey sampling) are large, too large in fact to rely on exact percentages within ranges of income. However, enough disparities were observed to conclude that minority householders experience a disproportionate share of housing problems in some categories compared to the jurisdiction as a whole. Disproportionate is defined as a greater than 10% difference in incidence of housing problems compared to the percent for the jurisdiction as a whole within that income range.

Without regard to household income (that is, across all Spokane households), 37% of Spokane households were burdened by costs in excess of 30% of household income. A disproportionate share of Black/African-American-headed households experienced a cost burden (60% did); a disproportionate share of American Indian/Alaska Native-headed households experienced a cost burden (58% did); and, a disproportionate share of Pacific Islander-headed households experienced a cost burden (65% did).

While even less reliable than the summary data, several areas of disproportionate burden were found within ranges of household income. (See appendix for detailed analysis.) In summary, disproportionate burdens (problems of which cost was the primary contributor) were found for each of the racial/ethnic minority-headed households (Black/African American, Asian, American Indian/Alaska Native, Pacific Islander, and Hispanic) although not in each of the ranges of household income or degree of severity of problem. Those individual findings are not included here because of the high margin of error.

Areas of Concentration of Housing Problems **(MA50)** [pg. 38]

The majority of housing in Spokane was built before 1980. Many older units that have not been maintained over the years and are in need of repair, some in quite dilapidated condition. While not exclusively the case, some of the areas of concentration of physical housing problems (conditions) mirror areas of concentration of lower income populations discussed below. Some areas would benefit from a targeted housing rehabilitation program to upgrade housing to community standards of safety and energy efficiency. If the City is focusing its resources in a particular area and a property or properties has a blighting impact on the area, it may be appropriate for the City to undertake removal on a “spot” basis.

Areas of Concentration of Minorities or Low-Income Population **(MA50)** [pg. 38]

Using the definition of minority described above as Hispanic and/or race other than white alone, 16% of the population in Spokane in 2010 was minority. Areas of disproportionate concentration are those in which there is a greater than 10% difference than the jurisdiction as a whole. Accordingly, any block group with 27% or more minority population is considered to have a disproportionate concentration.

That was true of nine block groups. The block groups contained 4% of Spokane’s population in 2010. The concentration of minority population ranged from 28% to 37% of block group occupants. The disproportionate areas are primarily located in central Spokane neighborhoods – several block groups south of I-90 and west of Thor, an area south of the Spokane River between Napa and Hamilton, and north of I-90 between Monroe and Ash.

BARRIERS TO AFFORDABLE HOUSING (MA40) [pg. 39]

Housing costs are out of reach for many Spokane residents. Those costs are steadily increasing while income for lower wage earners is not keeping pace. Spokane is largely built out. Vacant buildable land is scarce and costly to develop. Materials, labor, and transportation costs have increased. New market-rate development responds to demand, which may not favor lower income households. Spokane nonprofit agencies and government partners have made significant advances in developing and preserving housing affordable to people at lower levels of income.

Regulations or policies that directly prohibit development of affordable housing or add cost to housing development can be barriers to production and maintenance of affordable housing. The Regulatory Barriers Database (huduser.org/portal/rbc/rbcresearch) identified a number of potential barriers and solutions in place. In response to the first potential regulatory barrier, (some new building materials may not meet code requirements), Spokane allows alternative building methods and materials. In response to the second (increased property taxes discourage rehabilitation or construction of multifamily housing), Spokane exempts certain properties from taxes on increased value. In response to the third potential barrier (zoning codes may not provide for the development of affordable housing), Spokane allows manufactured housing on single family lots, triplexes in duplex neighborhoods, accessory dwelling units, and density bonuses. In response to the fourth potential barrier (lengthy and difficult permitting process), Spokane has streamlined that process. In response to the fifth potential barrier (socioeconomic housing segregation and the need to increase affordable housing), Spokane encourages new developments to include affordable units and is exploring additional innovations to increase affordable housing.

The City of Spokane continues to review land use and housing policies with the goal of increasing affordable housing. Policies and practices to encourage infill in existing built-out areas will be useful, but infill will not meet all needs. Nonprofit housing developers contributing to this Consolidated Plan recommend increased coordination among providers, including government agencies, to identify buildable land, surplus assets, and increase the capacity to take advantage of opportunities without unnecessary delays. The City of Spokane is also actively pursuing higher density development approaches (Centers and Corridors), which will provide increased housing as well as access to transportation and amenities.

PUBLICLY ASSISTED HOUSING [pg. 40]

Public Housing Restoration/Revitalization Needs (MA25) [pg. 42]

Two separate projects make up the 125-unit Public Housing inventory. The Parsons is a 50-unit senior/ disabled building. The Capital Needs Assessment identifies approximately \$20,000 per unit required for rehabilitation. SHA is using the Rental Assistance Demonstration (RAD) Program to opt the Parsons out of the Public Housing Program later this year. The 50 units will be transferred to a Limited Liability Partnership where SHA is the General Partner. The units will then be rehabilitated using a 4% tax credit/bond structure. This proposal is awaiting final HUD approval anticipated in summer 2015. In addition to rehabilitation, the RAD will provide project-based vouchers for the units to insure continued affordability for the residents.

Scattered Site Public Housing accounts for 75 units. The second phase of the RAD program is to opt all 75 units out of the Public Housing Program. The agency expects to use 75 units of project-based assistance provided through RAD, attaching them to other units SHA already owns or controls. Residents will be relocated following Uniform Relocation Act (URA) requirements. SHA will sell the 75 units on the open market. SHA anticipates using the proceeds to fill the financing gap for creating new affordable housing units in the community through tax credits and/or bonds. The goal is to create from 210 to 280 tax credit/bond units.

Comparison with Needs in Population at Large (NA35) [pg. 44]

The applicants on the current wait list for public housing generally have far fewer resources than the households in the population at large. Lack of income and living wage jobs are common among applicants. Families with children represented the largest population type on the list, applicable to 512 families (73% of the 692 households). There were on average 4.4 persons per family households, larger than the general population. The percentage of families applying for public housing was much greater than the City's overall percentage of families in the City.

The wait list included 126 disabled households (representing 18% of applicants on the list) and 25 elderly households (4%). These percentages were both considerably lower than the overall City percentages for those populations. However, it is difficult to make judgments regarding the implications on the needs compared to the overall population based on this wait list information because eligibility requirements and because the number of units included in the public housing program is so small. Many potentially eligible applicants may not apply for assistance in this program and instead apply for the much larger Section 8 program.

Need of Those on Wait List for Accessible Units (NA35) [pg. 44]

There are 126 disabled households and 25 elderly households on the wait list for public housing indicating a need for accessible units in the program.

HOMELESSNESS [pg. 46]

Introduction (NA40) [pg. 46]

Homelessness remains persistent in Spokane, and much remains to be accomplished in meeting the goal of ultimately ending homelessness. The annual homeless point in time count conducted on January 23, 2014 found over 1,100 persons homeless on the streets or in homeless facilities. Many other homeless persons went uncounted or were precariously housed.

Table 36: Homeless Needs Assessment

Population	Estimated # of persons experiencing homeless on a given night		Estimate experiencing homelessness each year	Estimate becoming homeless each year	Estimate exiting homelessness each year	Estimated days persons experience homelessness
	Sheltered	Unsheltered				
Persons in HH with adult(s) & children	434	18	1,323	1,120	1,045	132
Persons in HH with only children	10	6	47	64	55	197
Persons in HH with only adults	550	131	1,993	806	552	185
Chronically homeless individuals	85	66	442	117	81	128
Chronically homeless families	26	2	82	5	8	136
Veterans	82	3	249	139	84	257
Unaccompanied child	10	6	47	64	55	197
Persons with HIV	4	0	12	3	3	70

Note: Data in the last four columns have only recently been captured; historical information is not readily available.

Source: 2014 Countywide Point-in-Time Count and 2013 HMIS.

Community leaders, homeless program providers, and the Spokane Continuum of Care have been working to reduce homelessness and ultimately end it. To provide a road map toward achieving the goal of ending homelessness in Spokane, the community has developed the long-range strategic plan – Strategic Plan to End Homelessness in Spokane 2015-2020. The following discussion summarizes key components of that Plan.

Homelessness on a Given Night [pg. 47]

The January 2014 count found a total of 1,149 persons homeless in Spokane County on a single night. This total is composed of sheltered and unsheltered homeless persons, who are in families with adults and children, unaccompanied youth, or households composed of single adults or couples (see Table 35).

Caution should be exercised in using point in time data as it represents a major undercounting of the actual number of persons homeless on a single day. Causes of undercounting include an inability to reach all areas of the county, insufficient census takers, homeless persons' avoidance of census takers, weather, and fear of authority.

Among those counted, 87% were temporarily housed in shelters or transitional housing and only 13% were unsheltered. The majority (59%) of homeless persons found were single adults or adult couples. This is comparable to the 63% found nationally in the 2013 homeless count.

Almost all of the remaining homeless counted were in 146 family households with children, representing 39% of the total. Sixteen of those counted on that single night were unaccompanied children. While the continuum of care system was able to house almost all of the homeless families with children found during the count, 20% of the non-family homeless adults were unsheltered on that date.

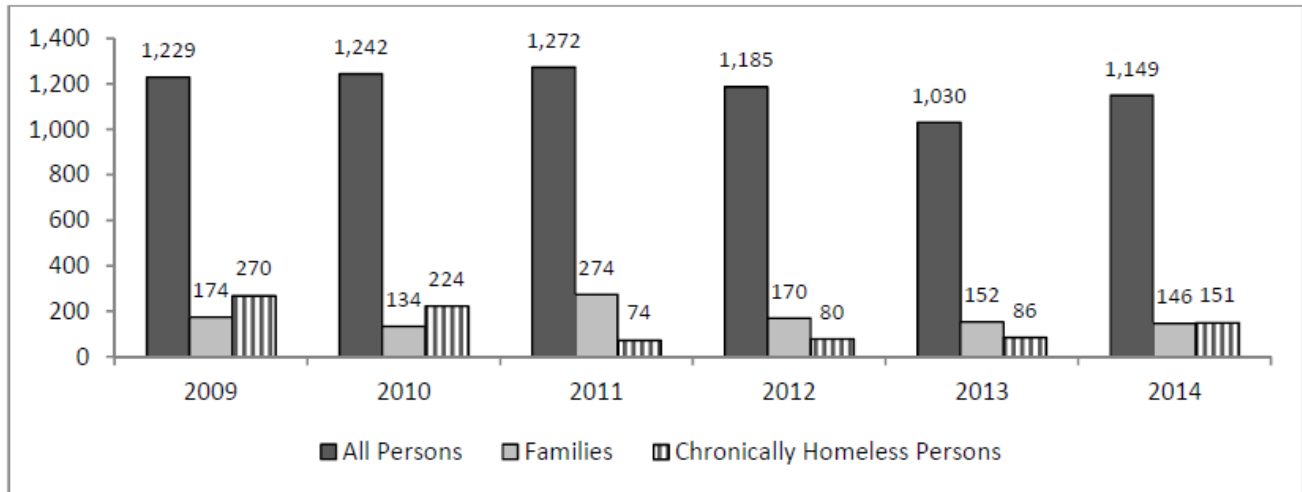
Within total persons counted are persons identified by specific characteristics or health conditions. Chronically homeless persons are a major subpopulation of the homeless. Persons categorized as chronically homeless individuals in the Spokane region equaled 15% of the total homeless, compared to the 2013 national count of that population which found 18%. Importantly, 44% of this population was found unsheltered on the night of the count.

Approximately 22% those counted either reported, or were observed to have, serious mental illness (nationally – 25%). Another 16% were identified as persons with chronic substance abuse. Persons who reported they have been victims of domestic violence equaled 21%, compared to national estimates of 30%. Significant numbers of these three vulnerable subpopulations were found unsheltered.

Health, societal issues, and poverty are all primary causes of homelessness. Other contributing factors include unemployment, loss of job, high housing costs, illness, poor credit history, property owner tenant problems, substance abuse, and lack of education.

Figure 8 shows the number of homeless persons found in the one-night counts from 2009 to 2014, and shows there has been only limited variation of the total number of homeless found over the years. While other factors (such as weather, local economy, changing survey scope) may affect the numbers, it is clear that homelessness in Spokane is a persistent issue. However, some variations are worth note. The number of homeless families counted declined by 47%, from 274 in the 2011 to 146 in 2014. The number of homeless persons reporting they were survivors of domestic violence increased from 75 in 2009 to 238 in 2014. This may be improved awareness and reporting of domestic violence. Nevertheless, domestic violence is a major issue in the community. The number of persons identified as chronically homeless decreased from 270 in 2009 to 151 in 2014, although the 2014 count was up from the previous year. The increase in permanent supportive housing capacity has hopefully reduced the incidence of sheltered and unsheltered persons considered chronically homeless.

Figure 8: Point-in-Time Count Spokane County 2009-2014



Source: Spokane County Point-in-Time Counts.

Families in Need of Housing (NA40) [pg. 48]

Persons in homeless families with children represent about 40% of all homeless persons found in Spokane. Families headed by veterans are a small subcategory of this population. Recent progress has been made in improving the intake and assessment/placement system for families. As a result, more families with children are being referred to housing under the Housing First model. Fewer homeless families with children counted in recent point-in-time counts were found without shelter. The number has dropped from a high of 21 families unsheltered in 2009, to only six families in 2014. Overall (sheltered and unsheltered), the number of homeless families counted has fallen – from 274 homeless families in 2011 to only 146 in 2014 (47% fewer).

Families are particularly vulnerable to lack of affordable housing. Many are female-headed households who are disproportionately impoverished. This population requires affordable housing near schools, transportation and job centers. Rapid rehousing resources—including tenant-based rental assistance—are generally a good match for their needs.

Housing Needs of those At-Risk (NA10) [pg. 49]

The most common issues facing households at risk of homelessness are lack of income and unaffordable housing. Vulnerable populations need living wage jobs to pay for the adequate housing. Lacking income, housing subsidies to maintain affordable rents are necessary. For many of those at risk, the availability of affordable rental housing with community supports can prevent their homelessness. Rapid Rehousing resources using the Housing First model of placement is a promising method of preventing homelessness as well as returning persons who have fallen into homelessness, back to stability.

For other at-risk persons with major difficulties such as addictions, mental illness, or physical illness, the availability of stabilizing housing with supportive services is key. Permanent supportive housing is the primary form of housing that can prevent these subpopulations from falling into homelessness or returning to homelessness. Spokane's subsidized rental housing inventory has the variety of housing types needed to help prevent homelessness. However, it lacks sufficient numbers (housing units) to meet all the needs of its at-risk residents, let alone those who are cost-burdened.

POPULATIONS WITH SPECIAL NEEDS [pg. 52]

Introduction (NA45)

Some populations are especially vulnerable. It is assumed that they will have temporary or long-term requirements for additional support. Those populations are introduced in following sections: persons who are elderly and frail; persons with mental, physical or developmental disabilities; veterans—particularly homeless veterans; victims of domestic violence; unaccompanied youth; persons with HIV/AIDS. While the topics are introduced somewhat independently, the special needs often overlap.

Types of Special Needs (NA45) [pg. 53]

Elderly/Frail Elderly

HUD defines elderly as age 62 and older, and frail elderly as those requiring assistance with three or more activities of daily living (bathing, walking, light housework, etc.). As the “baby boomers” (those born between 1946 and 1964) age, the proportion of elderly and then frail elderly will increase. The projection in Washington is that 20% of the population will be 65 or older by 2030, and in Spokane County 21% of the population will be 65 or older by 2030. At the same time that care needs of an aging population increase, OFM projects that the share of working age individuals will decline relative to the population dependent upon them.

The elderly are vulnerable on many fronts. Many have reduced income with retirement – surviving spouses even more so. ACS estimates (2008-2012) that 11% of seniors (65 and over) in the City of Spokane and 9% in Spokane County were living below poverty. The official poverty threshold, however, does not adequately estimate economic insecurity. The Washington Elder Economic Security Initiative calculated a standard for economic security based on an assessment of housing, food, health care, transportation and essential personal and household items.⁸ In Spokane County, average Social Security was below the standard for single men and women, as was the median income in retirement for single women. While the standard varies with tenure, whether the senior is alone or in a couple, and whether there is a mortgage, the conclusion is that many seniors do not have enough to meet basic needs – a far greater percentage than is estimated by the poverty level.

The cost for long-term care (in-home) dramatically increases the amount of income a senior, or person with disabilities, needs to be secure (Elder Economic Security Index). As an example, in 2014 a single owner without a mortgage would need an annual income of \$19,224. Adding 16 hours of care would more than double the Index (to \$46,675). The requirement of 36 hours a week of care would raise the Index to \$73,464 for the single individual living in a home without a mortgage. Fixed income, such as Social Security, sees modest annual increases; actual increases in cost of living are far from modest.

Isolation is a concern and often undetected. Many seniors live alone – 11% of all households in Spokane were single individuals 65 and older (2010 census) and most of those (73%) were women. Access to amenities and services is especially difficult for seniors who should not or cannot drive. There is an increased burden on the system of services, on family and on friends for caregiving.

Seniors are also more likely to have a disability, most frequently an ambulatory difficulty. (Note that the ACS question asks about a “serious” difficulty walking or climbing stairs.) In the City of Spokane, 41% of people 65 and over (not living in institutions) had a disability, (2012 5-year ACS estimates) and 63% of those individuals had an ambulatory disability, likely in addition to other disabilities.

Aging and Long Term Care of Eastern Washington (ALTCEW) is the designated Area Agency on Aging covering five counties including Spokane, Ferry, Pend Oreille, Stevens and Whitman. In the 2012-2015 Plan, the agency set a number of priority issue areas including: aging-friendly communities; family and kinship caregiver support; access to information and assistance; in-home services; healthy lifestyles; housing (affordable and accessible options); transportation; elder rights and abuse prevention; and, older Native Americans.⁹ Consistent with ALTCEW spending priorities, discretionary funds in Spokane County are awarded to agencies providing a number of services. Among these services are case management, information and referral, home delivered meals, and

limited in-home care. Sharing results of recent focus groups in contributing to this Consolidated Plan, ALTCEW identified the need to address high costs of living, the need for “aging friendly” communities (housing on one level, access to amenities), walkable communities (sidewalks clear of snow), and safe and accessible transportation, to name some of the early concerns.

The Washington State Department of Social and Health Services published a report¹⁰ summarizing survey findings of potential clients, their families, and service professionals that addressed the needs of older adults and people with disabilities. Unsurprisingly, the results revealed that people wanted to live as part of communities and families, with access to in-home supports and accommodations that enable them to live safely. Their concerns included running out of money, isolation, and being a burden on caregivers and families. Access to community services, including recreation, was emphasized by both potential clients/family, and caregivers/providers.

Persons with Mental or Physical Disabilities and Developmental Disabilities [pg. 54]

The 2008-2012 ACS estimated that 13% of Spokane’s population between the ages of 18 and 64 had a disability, as did 5% of those under the age of 18. People 65 and older represent the largest cohort with disabilities at 41% (including a serious difficulty walking or climbing stairs). A recent analysis of 2012 single-year ACS data for Washington State provides insights into the extent of disabilities for the working-age population (21 to 64).¹¹ Statewide, the employment rate of working age people with disabilities was 37%, compared with 77% for persons without disabilities. In the same year, 23% of persons with disabilities had full-time, full-year employment, compared with 55% of persons without disabilities. About 18% were receiving SSI and 26% were living in poverty (compared with 11% of working-age adults without a disability).

The Washington Department of Social and Health Services (DSHS) served 1,905 clients with developmental disabilities in Spokane and 3,878 in Spokane County between July 2012 and June 2013.¹² An array of services is available in Spokane for persons with developmental disabilities of all ages, although not enough to meet needs. According to information provided by one of the agencies (arc-spokane.org), Spokane County is home to between 7,000 and 14,000 people with an intellectual or developmental disability.

While needs of persons with intellectual or developmental disabilities (I/DD) depend on the nature and extent of the disability, needs tend to be ongoing, met largely within the family (70% live in family homes) and usually with inadequate additional public support. Family caregivers need support as well, including respite. That many caregivers are aging raises new concerns for the future. The needs are often misunderstood leading to unnecessary social isolation and missed opportunities for fulfilling employment, healthy relationships, and maximum independence. All of the challenges faced by other populations with special needs are more challenging, but not unsurmountable, for people with intellectual or developmental disabilities. However, to get there, steps must be taken to overcome underemployment (70% unemployed and/or working for insufficient compensation), lack of income (SSI alone is meager as is the \$2,000 ceiling on savings), poor accessibility (to transportation, services, medical and dental care), and lack of appropriate affordable housing (a primary need for most).

Mental illness ranges from mild and short-term to chronic, lifetime conditions. Publicly funded services tend to focus on people whose illness affects their ability to work and live in the community independently. The Washington Department of Social and Health Services provided mental health services to 7,926 lower-income qualifying clients in the City of Spokane (2012-2013). The majority of the services were outpatient evaluation and treatment, followed in frequency by crisis intervention.

It is difficult to measure the incidence of serious mental illness (SMI). A 2003 study by DSHS estimated that there were 22,288 persons with SMI in the Spokane County RSN (Regional Service Network) that covers eight counties

(Spokane, Pend Oreille, Stevens, Ferry, Okanogan, Lincoln, Grant and Adams). About 56% of that estimate was thought to be Medicaid eligible. Included in the total estimate were 7,525 children with serious emotional disorders (SED).¹³

Among Washington's SSI recipients (clients age 18-64), mental illness is the primary disabling condition (about 47%) followed by developmental disabilities (about 16%).¹⁴ The Patient Protection and Affordable Care Act (ACA) provides a financial incentive for treatment of mental illness prior to it becoming a disabling condition. Since 2014, persons under age 65 with incomes at or below 133% of poverty are eligible for Medicaid. Under the Medicaid Expansion and federal funding, it is less costly for Washington to provide adequate treatment to prevent a disability than waiting until the person falls under federal disability, which requires a 50% match by the State.

Providing appropriate and timely assessment, treatment and support services is a challenge made more difficult by lack of adequate funding. In a 2015 study by Mental Health America, Washington State was rated among the highest in prevalence of mental illness and the lowest access to care (the are related measures).¹⁵ Washington achieved an overall ranking of 48 (out of 51). Contributors to the development of this Consolidated Plan consistently mentioned the need for crisis intervention, housing and supportive services for persons with mental illness. Mental illness is a primary factor in homelessness, including homeless veterans.

Veterans [pg. 56]

An estimated 12% of persons who are homeless in the United States are veterans. Nationally, data show that the majority of homeless veterans are male (92%) and disproportionately African American or Hispanic (40%). The majority suffer from mental illness and/or alcohol or substance abuse. They have served in war, mostly since Vietnam and in more recent Middle East war zones. Veterans who have experienced combat may suffer from PTSD and/or have suffered from brain injuries or trauma. These injuries leave them vulnerable to family disruption. Lack of education or training outside of the military adds to the stress of transferring military skills to civilian life.

In 2013, over 58,000 veterans were found homeless across the nation. In the 2014 Spokane County Point-in-Time count, 7% of homeless persons counted were veterans. It is assumed that many more were homeless than counted, as many seek to avoid contact with authorities. It is estimated that about 250 veterans are homeless in Spokane at some point in calendar year. Importantly, homeless veterans experienced homelessness for long consecutive periods – 257 days on average – longer than any other homeless population.

In addition to those experiencing homelessness, another estimated 1.4 million veterans nationally are considered to be at risk of homelessness due to poverty and lack of support networks.¹⁶ Affordable housing, medical care, mental health care, along with other services are major needs.

The Veterans Administration has introduced a major national initiative to end homelessness for veterans and to provide an array of services and housing supports to those at risk of homelessness. While still insufficient, the Spokane area has taken advantage of both health care for homeless veterans and significant resources for housing vouchers.

Persons with Drug and Alcohol Dependency [pg. 57]

The Washington Department of Social and Health Services (DSHS) served 3,254 lower-income clients with alcohol and substance abuse-related services in the City of Spokane between July 2012 and June 2013. Most of the services were outpatient treatment and assessments. Substance abuse disorders may accompany mental illness and are often co-occurring disorders. Both mental illness and substance abuse disorders are factors in homelessness in Spokane.

Domestic Violence [pg. 57]

Data on the actual occurrence of domestic violence are remarkably limited. Certainly, violence in the home and in relationships cuts across societal measures – income, occupation, race, [and] ethnicity. Statistics are limited to some extent by the sources of data. National crime databases show that in reported incidences—in which police respond—both men and women can be charged in a single incidence. The National Coalition against Domestic Violence (NCADV), drawing in part on the crime statistics, reports that nationally:

- 1 in 3 women and 1 in 4 men have experienced some form of physical violence by an intimate partner within their lifetime
- Intimate partner violence is most common among women between the ages of 18-24
- Intimate partner violence accounts for 15% of all violent crime

The National Network to End Domestic Violence reports on violence from those seeking help from agencies. This offers a snapshot of the more vulnerable. Those who experience barriers in escaping violence—such as lack of income, lack of personal esteem, immigrant status, and absence of family or peer support—are highlighted in the National Network to End Domestic Violence report. The 2013 Domestic Violence Counts statistics for the 24-hour count in Washington State, the Network reported that 2,082 victims were served in one day. According to data compiled by the Washington State Coalition Against Domestic Violence, having limited options for economic stability can keep victims in relationships with violent abusers.¹⁷ Lack of affordable housing is key among the barriers to escaping abuse.

Washington State tracks domestic violence-related deaths. In the 10-year period between 2004 and 2013, there were 30 such homicides in Spokane County and 11 abuser suicides. The YWCA of Spokane works with victims of domestic violence and provides an array of services, including housing. The 2013 agency Annual Report showed that domestic violence counseling was provided to 1,086 victims, safe shelter to 412 victims, and legal advocacy to 3,199 victims. While no person in imminent danger is turned away from shelter, making the transition to safety is met with multiple barriers – lack of affordable housing, lack of legal representation, finding suitable employment, and recovering from abuse. While victims of domestic violence are protected from discrimination, the presence of protective orders alone can persuade property owners against renting.

Persons with HIV/AIDS (NA45) [pg. 58]

According to Washington State HIV Surveillance Semiannual Report (1st Edition 2014), there were 113 new cases of HIV diagnosed in Spokane County between 2009 and 2013, for a total cumulative diagnosis from 1982 of 821 cases. As of the end of December 2013, 210 persons in Spokane County were known to be living with HIV (not AIDS) and 287 persons living with AIDS. The local incidence of HIV/AIDS is relatively small; however, the disease is becoming more prevalent in suburban and rural areas. In addition, 44% of new cases between 2009 and 2013 in Spokane County were late HIV diagnoses (diagnosed with AIDS within 12 months of being diagnosed with HIV).

Homeless Youth (NA45) [pg. 58]

The Spokane School District reports the number of homeless youth is steadily and significantly increasing. Over the four latest reported school years, the number of identified homeless youth has risen each year from 856 in 2009-2010 to 1,784 in 2012-2013. In the latest school year, almost two thirds were in a doubled-up housing situation (couch surfing). While the number of homeless youth is generally evenly distributed throughout grades K-11, the number of high school seniors who are homeless is almost double other years. These numbers only reflect homeless youth in school; many others have most assuredly already dropped out and are no longer in school.

Unaccompanied youth generally face two major issues: lack of skill and experience to obtain living wage jobs and the inability to obtain housing (unable to sign leases and or otherwise find housing they can afford). Under Washington State Law, youth aging out of foster care may access rental assistance provided by the State.

However, the assistance is insufficient to meet their long-term needs for stable, affordable housing. Opportunities for employment are limited for youth, especially for those who have dropped out of school. Education and skills development, including GED and vocational training, are needed in order to compete for jobs. Many youth also need mental health services, substance abuse treatment, and counseling to stabilize their lives. In addition, the expectation that youth will have the maturity to live without assistance is unrealistic for most. Unaccompanied youth have an even greater need for positive supports, constructive activities, guidance/mentoring, and financial support from a system providing flexible help for changing needs.

Housing and Support Services for Persons with Special Needs [pg. 58]

Housing Needs for People with Disabilities and Victims of Domestic Violence **(NA10)**

There is no sure way to estimate the true extent of the persons with special needs population in need. One indication is the current wait list maintained by the Spokane Housing Authority and by Public Housing developments. At this writing, there are at least 151 households with people with disabilities and/or seniors on the wait list for public housing alone. In January 2014, 22% of persons on the wait list for public housing were households with an adult with a disability or a senior. National ACS data show that 41% or more of Spokane residents 65 and older have one or more disabilities. There is unmet need for supportive housing for persons with disabilities, including individuals who are homeless. Notably the most frequent qualifying disability (federally for SSI) among working age persons (18 to 64) is mental illness. Domestic violence is not always (even usually) reported.

Victims served by YWCA of Spokane is one way to estimate a need for housing support – in 2014 the agency provided counseling to 1,797 victims and shelter to 465 victims. The Spokane County 2014 Point-in-Time count found 21% of those counted had experienced domestic violence. Certainly domestic violence is a significant contributor to family disruption and homelessness, particularly for those without resources to escape violence on their own. Safe housing for people with disabilities and victims of domestic violence means affordable, secure housing for some and services for most.

Needs for Housing and Supportive Services **(NA45)** [pg. 59]

The aging population will need additional supportive services ahead, which are mirrored in other populations with special needs. For all, the overriding understanding is that self-sufficiency and independence are primary goals, while connection to community and family are important as well. Supportive services and case management are necessary during crisis intervention and stabilization and, for some, on an ongoing basis. For victims of domestic violence and persons with disabilities, the needs go beyond crisis and short-term intervention. A flexible system of support is required to assist the individual or family to achieve self-sufficiency.

Supportive Housing Needs **(MA35)** [pg. 59]

The frail elderly and persons with mental illness, substance abuse, HIV/AIDs developmental disabilities or physical disabilities require long-term housing and services. Housing provided through a range of nonprofit organizations can stabilize these populations and are available throughout the City. Housing facilities available include Inland Empire Residential Resources, ARC of Spokane, Pioneer Human Resources, Detox of Spokane, Catholic Housing Communities, and Volunteers of America. In addition, there are a number of residential communities for seniors that provide supportive housing for the elderly and disabled. Vacancies at many of the facilities are infrequent, indicating a need for more housing resources.

Persons with severe disabilities require permanent supportive beds. Many of the people coming into the Spokane Continuum of Care with disabilities are arriving without housing resources, due to either a lack of affordable supportive housing options or the fact that their disability prevents them from seeking the assistance they need. The Continuum of Care estimates that 117 become chronically homeless each year.

Discharge Planning **(MA35)** [pg. 59]

An agreement between the Regional Support Network (RSN) and Eastern State Hospital facilitates continuity of service supports for persons exiting to the community from the mental health hospital. In addition, the RSN, which provides community-based mental health services for outpatients, works closely with Frontier Behavioral Health Outreach, the Spokane County Supportive Living Program and Behavioral Health Options to create supportive housing placements.

The Spokane Continuum of Care, through the Health Homeless Housing (H3) Program, provides outreach and housing for chronically homeless persons with medical needs. In addition, a medial respite program (in collaboration with Providence Health Care, Catholic Community Services and Volunteers of America) provides interim housing while longer-term supportive housing is being identified. The Roads to Community Living Program coordinates with group homes, private landlords and assisted living programs to place Medicare-eligible persons discharging from hospitals, nursing homes and mental health facilities in appropriate housing, including supportive housing.

Actions to Support Housing and Services for Persons with Special Needs **(MA35)** [pg. 60]

The Consolidated Plan and the Spokane Plan to End Homelessness both lay out strategies to increase supportive housing and services for persons with special needs. The Consolidated Plan's goals of preventing homelessness and creating stable, expanding, affordable housing and improving the quality of life are being accomplished through nonprofit and governmental partnerships to create new affordable housing for the most vulnerable populations, including those with disabilities. Additional, specific, 2015 actions include funding new, affordable, multifamily housing, supporting tenant-based rental assistance, improvements to transitional and permanent supportive housing programs, housing counseling programs, senior food programs, Emergency Solutions Grant support to prevention and homeless programs, and youth development programs.

Citywide Housing Needs:

2017 [Shaping Spokane: Comprehensive Plan](#) for the future of Spokane (citywide Comprehensive Plan)

Comprehensive Plan is the name given to identify the community's long-range plan for growth. It is comprehensive because it provides guidance for all aspects of the city's growth and development over a long period, typically twenty-years. The plan is a set of visions, goals, policies, and implementation strategies that state how the city should grow physically, socially, and economically. This comprehensive plan is the product of many, many people including hundreds of community members, the city Plan Commission, City Council and Mayor.

Goals:

[HOUSING](#) CHOICE AND DIVERSITY

Goal: Provide opportunities for a variety of housing types that are safe and affordable for all income levels to meet the diverse housing needs of current and future residents.

[HOUSING](#) QUALITY

Goal: Improve the overall quality of the City of Spokane's housing.

Policies:

- [Housing H 1.1 Regional Coordination](#)—*Coordinate the city's comprehensive planning with other jurisdictions in the region to address housing-related needs and issues.*
- [H 1.7 Socioeconomic Integration](#)—*Promote socioeconomic integration throughout the city.*
- [H 1.8 Affordable Housing Requirement](#)—*Include a percentage of affordable housing within all new developments that include housing.*
- [H 1.12 Affordable Housing Funding Sources](#)—*Support the development of affordable housing development funding sources.*

- **H 1.17 Partnerships to Increase Housing Opportunities**—Create partnerships with public and private lending institutions to find solutions that increase opportunities and reduce financial barriers for builders and consumers of affordable and lower-income housing.
- **H 1.18 Distribution of Housing Options**—Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.
- **H 2.1 Housing Rehabilitation**—Provide assistance for housing rehabilitation beyond housing maintenance code requirements if the assistance is supportive of general community development activity and is on a voluntary basis.
- **H 2.2 Property Responsibility and Maintenance**—Assist in and promote improved and increased public and private property maintenance and property responsibility throughout the city.
- **H 2.3 Housing Preservation**—Encourage preservation of viable housing.
- **H 2.4 Linking Housing With Other Uses**—Ensure that plans provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses.
- **H 2.5 Housing Goal Monitoring**—Provide a report annually to the City Plan Commission that monitors progress toward achieving the housing goals and includes recommended policy change if positive direction toward achieving the housing goals is not occurring.
- **Social Health SH 2.2 Special Needs Temporary Housing**—Disperse special needs temporary housing evenly throughout all neighborhoods.

2016 Mayor's Housing Quality Task Force:

Identified the following needs: [pg. 30] relocation assistance for displaced or involuntary termination of resident(s), Create a registry of affordable housing/units available in Spokane, establish a Housing Trust Fund; identify regional partners and a funding source.

Infill Development 2016 Summary Report and Recommendation:

Need to conduct [pg. 13] Housing Choices Gap Analysis P-4 Coordinate an analysis of gaps in housing choice with the intent of identifying tools, incentives, and code amendments necessary to encourage the development of housing forms that would reduce gaps in housing choice.

2017 – 2018 City of Spokane's One Vision. One Plan. One Voice Strategic Plan's

Increase Housing Quality and Diversity

- Form public/private partnerships to provide market-driven solutions for home rehabilitation & infill
- Establish minimum housing standards and provide support for investment in existing housing stock
- Make infill development simple by removing development barriers from our processes and regulations to promote density, improve housing diversity, and increase housing supply

Public infrastructure needs

The essential services provided by public infrastructure are critical to the health, safety, and welfare of the City of Spokane residents and community visitors. Water, sewer, transportation, police, fire, communications, and open

spaces are among the necessities of urban life. Community members and commerce depend upon these services today and in the future. As such, the City of Spokane has to meet the needs of today and provide adequate capacity and facilities for tomorrow without diminishing services for current users.

With a scarcity of resources, fiscal responsibility is paramount to ensure that we do not overburden the taxpayers when providing services. Careful planning and working in cooperation has helped the City of Spokane achieve major efficiencies and keep the cost of infrastructure services affordable for our citizens.

The City of Spokane Public Infrastructure needs are assessed and addressed through a very public process. Recently, the City Council and the City Administration have worked very closely on solving the City's Capital needs. In the excerpts below you will note some major changes the City has put into place recently to assure that the capital investments align with the Comprehensive Plan, Neighborhood Plan and objectives, and are equitably addressed year-in and year-out. Again working together, the Administration and Council successfully passed unprecedented voter approved bonds for major Streets and Parks expenditures in the coming years.

All infrastructure needs, plans, and implementation is covered in the City's [Capital Improvement Program](#) (CIP), which is an implementing strategy of the Capital Facilities Plan of Spokane's Comprehensive Plan. This Program was developed in compliance with the Washington State Growth Management Act. Therefore, for the CEZ plan we have looked exclusively to the Capital Improvement Program to address the municipal infrastructure needs assessment and solutions in the CEZ.

In the excerpts below, you will find the reasoning for the investments planned by department. In the funding section of this CEZ plan, you will find a breakdown by department of the over \$862 Million Capital Investments planned, as well as maps showing those departmental investments by location. It is no surprise that each of the maps show a significant investment planned for locations within the CEZ boundary. The CEZ boundary includes the oldest portions of the City of Spokane with the oldest/aging infrastructure, the most distressed neighborhoods, Downtown, the Spokane River, and the largest City Park, Riverfront Park.

In the CIP, each project has a distinct scope that includes timelines, funding, and sources. A complete copy of the [2017-2022 Citywide Capital Improvement Program](#) can be found on the City's website.

Capital Facilities Plan Element of the Comprehensive Plan [excerpts] [pg. Viii]

The purpose of capital facilities planning is to provide adequate public facilities to serve existing and new development, to reduce the cost of serving new development with public facilities, and to ensure that these facilities will be in place when development occurs. Capital Facilities include roads, bridges, sewer, water and storm water facilities, solid waste facilities, public buildings, parks and recreation facilities.

To provide for capital facility needs, the State of Washington's Growth Management Act RCW 36.70A.070 requires that each jurisdiction prepare a capital facilities plan element in their comprehensive plan consisting of:

- An inventory of existing capital facilities owned by public entities, showing the locations and capacities of the capital facilities;
- A forecast of the future needs for such capital facilities;
- The proposed locations and capacities of expanded or new capital facilities;
- At least a six-year program that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and
- A requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

City of Spokane's Approach to Capital Facilities Plan [iX]

The capital facilities plan implements the land use element of the comprehensive plan, and these two elements, along with the financing plan within the capital improvement program, must be coordinated and consistent. The GMA also requires a separate transportation element. (<http://www.mrsc.org/subjects/planning/capfacilities.aspx>)

Capital facilities include property, buildings (fire stations, buildings etc), open spaces, roadways, sewer plants and facilities including pipes in the ground and electrical wiring, solid waste trucks and disposal sites. A capital facility can also be major communication or computer systems. All cities own property, equipment and buildings. Without capital investments, cities could not provide necessary services. Cities usually acquire property and build the structures that are needed, but they may also purchase existing structures and renovate.

For the City of Spokane's Comprehensive Plan, the Capital Facilities Plan (CFP) for transportation can be found in Chapter 4 and for other capital facilities and utilities can be found in chapter 5. The CFP establishes the City's long-range program to address needs.

While the Land Use Element of the Comprehensive Plan articulates the vision and goals for how Spokane will develop, the Capital Improvement Program is the implementation tool that fulfills the goals and vision of the Comprehensive Plan. The Capital Improvement Program is the critical link between comprehensive planning and projects being constructed. Within the Capital Facilities Plan, implementation of the Comprehensive Plan is described through:

- Established levels of service for various public facilities and services;
- How certain undeveloped areas will develop based on type of public facilities extended;
- How coordination with adjacent jurisdictions will occur; and
- How coordination with other agencies that provide public facilities and services such as school districts, utilities, transit services will occur.

Relationship of the Citywide Capital Improvement Program to Goals and Policies of Comprehensive Plan [pg. iX]
The Citywide Capital Improvement Program (CIP) is a six year plan of capital projects with estimated costs and proposed methods of financing that is updated annually.

In 2011, City Council adopted ordinance C34747, which established the annual update of a Citywide Six-Year Capital Improvement Program, a copy, could be found in the appendix. The ordinance further directed that the Citywide CIP be reviewed by the Plan Commission for consistency with the Comprehensive Plan and by presented to Council by June of each year.

In 2012, using the State Community Trade & Economic Development (CTED) Capital Facilities Planning Tool User Guide as a resource and other existing models, City staff created 10 needs assessment questions to be used to relate each proposed capital project to the pertinent goals and policies in the Comprehensive Plan. The CTED Decision Matrix is a set of questions [pg. X], which were developed to help local agencies prioritize projects according to a pre-assigned set of criteria, and was particularly valuable for comparing projects from different program categories. Each proposed project in the Citywide CIP also includes a rationale statement that explains why this project is necessary.

Because the City Administration viewed the needs assessment questions as policy, the Mayor requested that City Council review and approve the needs assessment questions to be used in the development of the Draft 2016-2021 Citywide CIP. City Council also reviewed and approved a weighted scoring for the questions to help inform the City Administration as they developed the draft. The following were used to help inform the process.

1. Does the project or item meet the goals of the Comprehensive Plan?
 - Which of the goals does it meet?
2. Does the project or item satisfy Federal, State, County or City mandates or regulations? (IE by not performing this project, Federal or State money is withheld, laws violated, or concurrency issues arise)
 - State the mandate or regulation this project or item satisfies
3. Does this project decrease demand on operations and maintenance funding?
 - Explain how this approach decreases demand on maintenance and operations funding
4. Is the project integrated to benefit City functions?
 - Describe how the project is integrated to benefit City functions. (IE does the project also address of help another City function? An example would be if the Water Dept. chose to place a new water line along a roadway that needs repair. This would be an integrated project in that the Street Dept. benefits from the roadway being improved rather than the water line being placed in another roadway in better condition)
5. Does this project or item eliminate hazards or risks?
(Note Must align with the Comprehensive Plan (IE the Comprehensive Plan prioritizes the need to create safe, walkable streets for pedestrians))
 - What hazards or risks does it eliminate
6. Does the project or item preserve or extend the life of an existing asset?
 - Explain how the life of an asset will be extended or preserved
7. Does the project or item increase infrastructure capacity to meet future growth needs?
 - Describe the increase. (Include current capacity, the proposed increase and how it relates to future growth)
8. Centers/Corridors, and the Targeted Areas are a priority for the City. Is the project located in one of the highlighted areas shown on the attached map? (Extra weight will be given to projects in the targeted areas, AND/OR centers and corridors)
9. Does the project increase or generate revenue?
 - State the amount of Revenue projected
 - State the amount of time it will take to generate the revenue stated above.
10. Does the project require additional FTE's or increased fixed costs?
 - State how many additional FTE's are needed and state the additional cost.
11. Does the project meet sustainability plan goals?
 - How many goals were met?
 - State how the project or item meets the goal(s) selected
12. Will the project or item be located within a CD neighborhood? (Attach a link to pull up the CD Neighborhood Map)

[pg. Xi] In summary, the process described qualitatively links each project in the Citywide CIP to pertinent goals and policies in the Comprehensive Plan. The project rationale justifies why the project was selected, and the needs assessment questions link the project to the Comprehensive Plan.

Population—The Citywide Capital Improvement Program (CIP) must use the same population projections used in other parts of the Comprehensive Plan. Internal consistency requires all elements of a Comprehensive Plan be based upon the same planning period and the same population projections. The State Office of Financial Management provides an annual estimate for the population of Washington cities. For 2013, the estimate for the City of Spokane is 211,000. Since no one within the City, County, Spokane Regional Transportation Council or State Office of Financial Management provides a six-year population projection for the City of Spokane, Capital Programs staff in conjunction with Planning staff developed a projection based on an average of the annual

increase of Spokane's population from the 2000 census through 2010 and used this average annual increase to project a population increase of 6,831 for the years 2016 through 2021. To assure consistency throughout the Citywide CIP, this projected increase was provided to all program/project managers required to use Spokane's population as the demand population in their six-year need analysis.

Inventory—The Growth Management Act requires jurisdictions to prepare an inventory of City-owned buildings, facilities, and infrastructure. In past facility plans, the inventory information has not been consistent. To correct this deficiency, staff have redesigned the inventory format, added it to the Citywide CIP database, and will be phasing in the information during the comprehensive plan update that is currently underway and will be completed by 2017.

Other Jurisdictions Capital Facilities Programs—Although the City of Spokane provides many services to its residents, it is not the only provider in Spokane. Many other public providers including the Spokane and Mead School Districts, Spokane Transit Authority, and the Convention and Visitors Bureau own capital facilities.

The following links are provided as they become available from other jurisdictions and can direct you to the other jurisdictions capital programs. We are providing these links for informational purposes only. To review the external entities capital programs, access their websites accordingly:

- Spokane Transit Authority: <http://www.spokanetransit.com/about-sta/view/comprehensive-plan/>
- Spokane County: <http://www.spokanecounty.org/bp/data/Documents/CapFac/TOC.pdf>

As the largest city in Spokane County, the City of Spokane has taken the lead regarding economic development that benefits the entire county. The City has been active in the renovation of the downtown and in revitalization efforts in the University District, North Monroe, and Hillyard.

2017-2022 Citywide Capital Improvement Program Highlights [pg. Xii]

The Citywide Capital Improvement Program (CIP) is both a planning and financial document. It is a prioritization of the capital improvements the City intends to build in the next six years and a plan for how to pay for these improvements. The 2017-2022 Citywide CIP does not appropriate funds, but rather functions as a budgeting tool, supporting the actual appropriations that are made through adoption of the budget. An important filter demonstrates that the Capital Facilities Element of the Comprehensive Plan is financially realistic.

Internal Process

Development of a process to include all City departments with capital facilities into a capital improvement program began after adoption of the Citywide CIP ordinance. An internet-based database was created with input from Finance, Accounting, Planning, MIS, and Capital Program Department staff. The information for each capital improvement project was entered for each participating department and reviewed through June 28. The system was locked on June 28 and a first draft was prepared. The data was compiled and summary reports were shared with the Administration for review. City Council was briefed on the status of the Citywide CIP in May and July. The Citywide CIP will remain in draft form until after Council approves the document. Upon completion of the budgeting process, the Citywide CIP will be edited to reflect any impacts the 2017 budget has on the CIP and then sent to Council for final approval.

Level of Service Standards

To implement the policies of the Spokane's Comprehensive Plan, the City has adopted Levels of Service (LOS) standards for capital facilities. The LOS measures the quality and quantity of existing and planned public facilities. Providers of capital facilities and services are requested to include an analysis discussion that evaluates how they are meeting the measurable LOS "objective" or standard. These standards have been

adopted by the City Council as a commitment to maintain a specific level of service as the City grows. Most service providers have an established standard while others have a standard that is indicated, as “as needed”.

Department	Level of Service (LOS) Standard
Emergency Medical Services	
Basic Life Support	6.5 minute response 80% of the time
Advanced Life Support (ALS)	8 minute response 80% of the time
Fire	
1 st Engine	7 minute response 80% of the time
1 st Ladder	8 minute response 80% of the time
Law Enforcement	1.5 Officers per 1000 residents
Libraries	3.25 books per person
Parks	
Neighborhood	1.17 acres per 1000 persons
Community	1.49 acres per 1000 persons
Major	2.59 acres per 1000 persons
Solid Waste	
Garbage	4.33 collections/household/month
Recycling	4.33 collections/household/month
Streets	
Signalized intersections	
Arterial, Downtown, CBD	LOS F, not to exceed 90 seconds of delay
Development Proposals	LOS F, not to exceed 85 seconds of delay
Principal or Minor Arterials	LOS E
Collector Arterials	LOS D
Unsignalized Intersections	LOS E
Wastewater Management	
Stormwater	10 year design storm for public right of way
Stormwater	Prevent flooding of property in a 25 yr storm
Stormwater	Prevent damage to building in a 100 yr storm
Sewage	100 gallons per capita per day
Water	Minimum pressure of 45 psi

[pg. XIV [LOS chart by Utility](#)]

Concurrency

The term concurrency is used in conjunction with Level of Service standards within the Capital Facilities Element of Spokane’s Comprehensive Plan. Concurrency requires that the public facilities and services necessary to support development shall be adequate to serve the development at the same time (concurrent to when) the development is available for occupancy or use, or within a reasonable time as approved by the City, without decreasing current service levels below locally established minimum standards.

2017-2022 Citywide Capital Improvement Program [pg. XV]

Planning for adequate capital facilities is an important City activity, and City property must be maintained properly with major renovations planned and budgeted. New facilities must also be planned and budgeted responsibly, evaluated and balanced with all other City needs. This chapter identifies future projects and describes how they will be budgeted. The Citywide Capital Improvement Program (CIP) is not just a wish list, as it also includes a funding and financing plan.

Funding Type Summary represents an overview of the entire City in the Spending by Department Summary and Spending. Following the overview, department information is divided into sections. Department information includes a department description, funding summary, and reports for each project. Each capital project has a “spending plan” that identifies revenue sources for projects and when the funds are anticipated to be expended.

What is a Capital Improvement Program (CIP) Project? [XVi]

Required content:

- Identifies a specific physical improvement
- Specifies the time for construction; and
- Identifies the specific source of funding

Definition of a Capital Project

- A tangible asset
- Has a useful life of 5 years or more
- Has a value of \$60,000 or more
- Meets the goals, policies or level of service of the Comprehensive Plan

Spokane Transit Authority's Public Transit Needs

STA's mission statement states that STA is an agency "dedicated to providing safe, convenient and accessible transportation service to the Spokane region's neighborhoods and businesses and activity centers. We are leaders in transportation and a valued partner in the community's social fabric, economic infrastructure and quality of life."

As such, STA's mission aligns and supports the overall purpose of the CEZ's. STA's planning efforts strive to identify and provide improved transit throughout the region.

Relevant STA Plans

Connect Spokane: A Comprehensive Plan for Public Transportation (Revised 2017)

The goal of this plan is to set forth a vision and policy framework to guide decisions made by STA's Board of Directors, its staff, and partnering agencies that will further Spokane Transit's mission and vision for at least the next 30 years. STA strives to encourage increased ridership while providing high quality, convenient and reasonably priced services by recognizing STA's mission and by following the goals and policies defined in this plan.

All of the sections have some applicability to CEZ. The full plan can be accessed at

<https://www.spokanetransit.com/projects-plans/comprehensive-plan>

Spokane Transit Authority's Transit Development Plan (2018)

Spokane Transit Authority's Transit Development Plan (TDP) contains the Six-year Plan, Annual Report, Service Implementation Plan and Capital Improvement Program. The TDP is submitted to the Washington State Department of Transportation (WSDOT) on an annual basis.

STA Service Summary

All fixed route service is provided by vehicles that are accessible for people with disabilities. As of May of 2018 STA has 36 fixed bus routes in operation. Hours of service are generally 5:30 AM to 11:30 PM Monday through Friday, 6:00 AM to 11:00 PM Saturdays, and 8:00 AM to 8:00 PM Sundays and holidays. STA operates 365 days a year; however, holiday schedules (8:00 AM to 8:00 PM) are followed for New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. STA provides service to the following transportation facilities serving other modes and operators:

- Spokane Intermodal Center (Greyhound and Amtrak services)
- Spokane International Airport (regional and international air transportation services)

STA operates three transit centers within the PTBA as of May 2018. STA also operates service to 13 park-and-ride lots within the PTBA. In addition, STA provides service to, or in the vicinity of, most of the public elementary, middle and high schools in its service area, as well as to Spokane Community College, Spokane Falls Community College, Eastern Washington University (Cheney, WA), Gonzaga University, Whitworth University, and the Spokane Campus of Eastern Washington University and Washington State University.

STA provides fixed route bus service and paratransit service comparable to fixed route service to the cities of Spokane, Spokane Valley, Airway Heights, Cheney, Liberty Lake, Medical Lake and Millwood, as well as to unincorporated areas of Spokane County that are within the PTBA.

Major Activities (2018-2024)

Major activities planned over the next 6 years that may positively impact the CEZ include:

Customer and Community Outreach

Expand the employer-sponsored bus pass program

- Expand the Universal Transit Access Pass (UTAP)
- Expand the number of retail bus pass outlets

Service Development

- Procure a new contract for supplemental paratransit service (as early as 2020)
- Implement HPT: Monroe-Regal Line
- Implement the Central City Line and restructure plaza operations in Spokane
- Implement HPT: Cheney Line and restructure service on the West Plains

Facilities and Fleet

- Complete the West Plains Transit Center
- Construct Upriver Transit Center at Spokane Community College
- Construct Moran Station Park & Ride
- Improvements in advance of HPT: Division Line
- Relocate and expand the Mirabeau Transit Center
- HPT: Sprague Line improvements

Planning

- 2019/2020 update to *Connect Spokane: A Comprehensive Plan for Public Transportation*
- Identifying new needs, planning for the future beyond STA Moving Forward
- Conduct HPT: Division Line study to define elements of future Bus Rapid Transit (BRT) investments
- Conduct HPT: I-90 preliminary engineering
- Bus Stop Accessibility Improvement Plan
- Study strategies to address gaps in services to populations with unmet mobility needs
- Prepare Transit Asset Management Plan and updates
- Title VI Program update (every three years)

Central City Line Strategic Overlay Plan (2016)

Housing Strategies

Transit investments like the CCL can spur economic development, attracting more residents, businesses, and employers to locate near the corridor. The type of development that occurs adjacent to high-performance transit is also typically dense and walkable, meaning many residents and visitors can reach destinations without a car. These benefits typically increase property values and, in turn, can increase housing costs and erode affordable housing in the corridor. Lower income households and those without access to automobiles use transit at higher rates than others use and have the greatest need for affordable transportation options. Accordingly, strategies to ensure that all types of housing—including affordable and market rate housing— remain available in the corridor are critical. With policies in place to protect affordability and encourage other types of housing in downtown and throughout the corridor, the CCL can help the city ensure that housing is available at a range of different price points.

Presently, housing is generally affordable in the CCL corridor. For the purposes of this plan, “affordable” housing is that which is affordable to households earning less than 50% of area median income. Although prices have increased slightly in the downtown area since the end of the great recession, they remain affordable along the

entire corridor. National affordable housing studies have shown that preserving affordable housing before rental prices begin to increase is an essential strategy to ensuring long-term affordability. This section details recommendations for the City of Spokane and regional housing partners to increase the amount of all types of housing in the corridor, and preserve and enhance affordability. These strategies can help ensure that a healthy mix of affordable and market rate housing is available to households with a wide range of incomes.

Land Use Strategies

Although land use along the CCL corridor is already conducive to highperformance transit, this Strategic Overlay Plan includes new policies, strategies and actions to enhance walkability and encourage appropriate, context-sensitive development at key locations along the corridor. These actions have been developed after a comprehensive review of existing plans and policies, and discussions with stakeholders. They are designed to increase transit ridership in the corridor and support successful implementation of the CCL.

Land Use Strategies include:

- Development incentives
- Enhanced design measures
- Streetscape standards
- Parking
- Allowable uses

Economic Development Strategies

Transit improvements like the CCL tend to make streets more desirable for new development. People want to live and work near high performance transit, as it reduces travel times, makes it easier to meet daily transportation needs, and reduces transportation costs. The Economic Benefits of the CCL (EcoNW, 2014) study estimated that the CCL will generate tens of millions of dollars of investment and increased property values. These benefits can be enhanced with help from the public and private community partners.

Public Facilities Needs

NON-HOUSING COMMUNITY DEVELOPMENT [pg.60]

Public Facilities Needs (NA50)

The City of Spokane Comprehensive Plan expresses the vision of the City's public facilities and utilities being provided "...concurrently with a growing population to meet the safety, utility, transportation, educational, and cultural needs of residents." The City's public facilities needs are varied and extensive.

The following summarizes some of the public facilities needs identified through the planning process:

- Wastewater system improvement needs (\$391 million) make up more than half of the City's Capital Improvements budget (\$733 million).
- The Integrated Clean Water Plan, which would improve management of overflow into combined sanitary wastewater/storm drain system, is the major project identified.
- Upgrades and improvements to the City's community centers are needed. For example, extensive renovation of the Riverfront Park Pavilion topped the list of facilities improvements in the City's CIP, followed by relocation of the Peaceful Valley Community Center to a new site.
- Improvements and upgrades in libraries in several locations were identified, such as heating and ventilation systems, roofs, and parking.

Determination of Need (NA50)

Spokane's 2014-2019 Citywide Capital Improvements Plan (CIP) describes prioritized projects of the City in detail and expresses a budget of over \$700 million to meet priority needs. Also consulted were other project reports and needs assessments providing additional detail in establishing needs, including the [pg.61] City's Comprehensive Plan. Finally, focus groups were convened to assess needs and key City staff were interviewed and consulted during the planning process.

Transit Public Improvements (NA50)

Several large public projects to improve the economic vitality and quality of life in the City have been identified in city planning documents. Responding to the need to create inviting pedestrian and auto gateways into the City's downtown, a plan for the Division Street Gateway project has been developed which would involve several public improvements to the area. The need to develop the City's neighborhood centers and corridors was also identified. Investment in public improvements in targeted areas is needed to stimulate and support revitalization of business districts and residential areas.

Some neighborhoods lack streets, sidewalks, gutters, curbs, and/or ADA accessible curb cuts. In other areas, one or more of these components need reconstruction. Local Improvement Districts (LIDs) are needed in some neighborhoods to prevent an economic burden on low and moderate-income homeowners. New pedestrian and bike paths and bridges are needed to link neighborhoods and provide safe passage. Safe streets, with improved signalization/traffic lights and streetlights are needed to protect pedestrians and bicyclists. The City's transportation priorities include designing transportation systems that protect and serve pedestrian first. Needed bus shelters would give cover to transit users.

The City's CIP identifies extensive needs for improving or replacing irrigation systems in parks among other improvements, including recreational equipment and play areas. Tree plantings throughout the City would beautify downtown, as well as neighborhoods streets and parks.

Water improvements such as increasing water storage capacity, source well and booster pump station improvements, and installation/replacement of water transmission lines are also significant needs. There is a need to develop infrastructure to support assisted affordable housing and commercial/business/industrial investments

in low and moderate neighborhoods, as well as other private/public partnerships generating/retaining jobs for low and moderate-income wage earners.

Finally, one of the barriers to accomplishing neighborhood improvements and revitalization is the presence of blighted or deteriorated structures, which may be infeasible for reconstruction or use and/or may present safety hazards. In some instances, it may be appropriate to remove these “spot blight” structures.

Determination of Need **(NA50)** [pg. 62]

Spokane’s 2014-2019 Citywide Capital Improvements Plan (CIP) describes priority projects of the City in detail and expresses a budget of over \$700 million to meet priority needs. Also consulted were other project reports and needs assessments, which provided additional detail in establishing needs, including the City’s Comprehensive Plan. Finally, focus groups were convened to assess needs and key City staff were interviewed and consulted during the planning process.

Public Service Needs **(NA50)**

City of Spokane participates and supports a number of plans that provide and advocate for services to support persons with special needs, people who are homeless or at-risk of homelessness and residents who need ongoing support to live. As described in previous sections, there is a need for supportive services for vulnerable populations, including lower income households and individuals. The 2012-2015 Area Plan on Aging, for example, points to the need for support for seniors and people with disabilities to live safely in the community. Victims of domestic violence need more than temporary shelter to make a successful transition from abuse and this requires longer-term public support than is currently available in sufficient quantity to meet needs.

Public services needs include training programs for youth and adults to find employment that will lead to stable careers with living wages. Service needs extend to people who are already homeless and those at risk of homelessness. In meeting the myriad needs, the City coordinates plans and funding sources to meet needs in critical areas, although needs far exceed resources available.

Community Economic Development Needs

Like most metropolitan areas, Spokane’s economic development needs are similar to all cities regarding, living wage job growth, housing availability, vibrant community, proper zoning for development needs, a ready and skillful labor force, better than adequate infrastructure for commerce.

Current economic outlooks show us that our deficiencies and needs lie in housing, available workforce, and adequate infrastructure. Building development codes for water, fire, and sewer requirements have surpassed the built infrastructure’s capacity in the public right-of-way within the core of our city and the CEZ. Therefore, making infill development and redevelopment in the core and CEZ far more costly than outside the CEZ or often even the city.

Labor shortages exist across the county especial in the construction trades. This drives up construction costs and housing cost. Over the years, Spokane has moved away from a resource based economy to more of a knowledge based economy, which has significantly diversified our employment sectors and economy. Continuing to focus on this diversification through targeted strategies is seen as a must.

The City of Spokane’s Economic Development Program Strategy

Vision: The City of Spokane is an innovative leader in cost effective service delivery, is unequalled in living, learning and leisure; it is the safest city of its size with the fastest growing job market in the Inland Northwest.

Mission: The Planning Economic Development team is to

- align public investments in neighborhood planning, community development and infrastructure development with private sector investments;
- grow new and expanded business activity within the City spurring additional economic growth, providing living wage jobs, improving neighborhoods, enhancing the standard of living of all citizens; and,
- conduct in a predictable, transparent and accountable manner the dedication of public resources to help achieve the outcomes within the public interest as a legitimate function of City government

Success Criteria: Economic Development programmatic success within targeted areas will

- facilitate business activity,
- revitalize neighborhoods, and
- provide a higher standard of living for area stakeholders

In the funding section of the CEZ plan you will find details on the development incentives, targeted investment and effort that all align within the CEZ and the new Opportunity Zones.

Social Service Needs

Community, Housing and Human Services Annual Action Plan 2017 [excerpts]

[pg. 7] The Continuum of Care and CHHS Boards and their committees review the needs and priorities in consultation with community organizations through a series of meetings, hearings, workshops, focus groups and interviews of key leaders and representatives of organizations conducting planning, operating programs, providing services or advocating for the interests of specific groups or populations in the City. Meetings take place at both the neighborhood level and citywide. Key to the success of this process has been the continued strong relationship the City has maintained with local agencies, nonprofit organizations, developers, and other entities providing human services, community development, economic development, affordable housing and homeless housing and services.

The Community, Housing and Human Services (CHHS) department of the City of Spokane plays a critical role in the Spokane Continuum of Care by providing staff support to the CoC board and its committees. In monthly meetings of the Continuum, CHHS staff provide assistance in agenda-setting, planning activities, developing funding criteria and decisions, and providing performance and evaluation reports on CoC and ESG project performance, as well as progress in meeting Continuum goals. In addition, CHHS staff provide continuity between meetings and coordinates activities with members working on specific action steps of the Homeless Plan. Together, CHHS and the CoC have worked to develop the 2015-2020 Spokane Strategic Plan to End Homelessness; a Plan which is fully coordinated with the goals of the City of Spokane 2015-2020 Consolidated Plan. The Homeless Plan encompasses an aggressive approach to retool the housing and services delivery system toward the ultimate goal of ending veteran homelessness, chronic homelessness and family homeless all within the next four years. The CoC is currently working to strategically utilize all homeless funding resources to increase the community's inventory of PSH and RRH units. We are continuously working to maintain a housing first philosophy within our programs as well as consistently reevaluate low barrier shelters and housing. In order to ensure every homeless individual has a place to go, we are retooling our shelter system to effectively implement a 24/7 shelter for singles and families

respectively. In coordination with our continuum's goals, collaboration is occurring between the CoC, CoC Homeless Youth Committee, and our Youth Advisory Board, which is comprised of youth with lived homeless experience. We are coordinating with [pg.8] the Office of Homeless Youth to expand RRH for youth and are collaborating with Invest Health to effectively serve youth exiting institutions.

[pg. 8] The CHHS staff responsible for providing staff assistance to the Continuum of Care is also responsible for management of the ESG Program. City staff has drafted policies and procedures for annual allocations of ESG funds. The Continuum of Care adopted these.

CHHS staff also prepared proposed performance standards for evaluating ESG project outcomes for Continuum review and adoption. Coordinating with the Washington State Department of Commerce in utilizing statewide evaluation standards, the Continuum adopted a Dashboard database and reporting process for use in the Spokane CoC for review of performance outcomes. City staff at the system-level quarterly and on a project-level prepare reports on outcomes annually. These reports are used by the Continuum to evaluate performance and identify issues with specific projects and program areas. Procedures for use of HMIS data have also been adopted in the policies and procedures of the Continuum.

[Partner Agencies: Goals and Plan Connections Table pg. 9]

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	SPOKANE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services staff has coordinated with staff from the Spokane Housing Authority to discuss and plan for solutions to affordable housing for low income, at risk and homeless households.
2	Agency/Group/Organization	CATHOLIC CHARITIES SPOKANE
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Catholic Charities provides services to homeless individuals throughout Spokane. In 2016/2017, Catholic Charities partnered with the City of Spokane to pilot a new 24/7 emergency shelter program. Representatives from Catholic Charities assist with planning efforts to support the regional Continuum of Care and other support services for low and moderate income individuals.
3	Agency/Group/Organization	SPOKANE COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The director of Spokane County's Housing and Community Development Division participates as a member of the Community, Housing and Human Services Board. Additionally, Spokane County staff participate in the CoC and Fair Housing Committee planning processes.
4	Agency/Group/Organization	SNAP
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
5	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City partners/funds several SNAP programs that provide housing, homeless, medical response, coordinated assessment and other public services to the residents of the City of Spokane.
	Agency/Group/Organization	Spokane Low Income Housing Consortium
	Agency/Group/Organization Type	Housing
5	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Spokane Low-Income Housing Consortium (SLIHC) provides assistance on low-income housing, homeless programs/CoC and the Inland Northwest Fair Housing Conference.

6	Agency/Group/Organization	TRANSITIONS
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Transitional Programs for Women (Transitions) partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
7	Agency/Group/Organization	The Salvation Army
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
8	Agency/Group/Organization	VOLUNTEERS OF AMERICA OF SPOKANE
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Volunteers of America partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.

9	Agency/Group/Organization	Goodwill Industries
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Goodwill Industries partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
10	Agency/Group/Organization	YWCA OF SPOKANE
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The YWCA partners with the City of Spokane to provide permanent and transitional housing for homeless individuals and families.
11	Agency/Group/Organization	Greater Spokane Incorporated
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Greater Spokane Incorporated (GSI) participates in the City of Spokane Economic Development Committee.
12	Agency/Group/Organization	SPOKANE REGIONAL HEALTH DISTRICT
	Agency/Group/Organization Type	Health Agency Regional organization
	What section of the Plan was addressed by Consultation?	Public Health
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Spokane Regional Health District helps neighborhood councils coordinate capital improvement projects through their Neighborhoods Matter program.
13	Agency/Group/Organization	Northwest Fair Housing Alliance
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Fair Housing Planning/Conference

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Spokane partners with the Northwest Fair Housing Alliance to assist with the coordination of the Inland Northwest Fair Housing Conference. Additionally, the Northwest Fair Housing Alliance is helping coordinate a regional planning effort to Affirmatively Further Fair Housing practices, included the Assessment of Fair Housing (AFH).
14	Agency/Group/Organization	SINTO SENIOR ACTIVITY CENTER
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Services for seniors
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Sinto Senior Activity Center provides services to elderly individuals in West Central and Northwest Spokane.
15	Agency/Group/Organization	Northeast Community Center Association
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Health
	What section of the Plan was addressed by Consultation?	Community/neighborhood based social and healthcare service programs in northeast Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Northeast Community Center is a primary healthcare, childcare and social service provider to the northeast Spokane community.

16	Agency/Group/Organization	EAST CENTRAL COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Community programs for east central Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	East Central Community Center provides services to individuals in the east central portion of the City.
17	Agency/Group/Organization	WEST CENTRAL COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education
	What section of the Plan was addressed by Consultation?	Community programs for west central and northwest Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The West Central Community Center provides services to the west central and northwest portions of the City of Spokane.
18	Agency/Group/Organization	PEACEFUL VALLEY COMMUNITY CENTER
	Agency/Group/Organization Type	Services-Children

	What section of the Plan was addressed by Consultation?	Childcare services in southwest Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Peaceful Valley Community Center provides services to families with childcare needs in southwest Spokane.
19	Agency/Group/Organization	City of Spokane Parks & Recreation
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Neighborhood planning and implementation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community, Housing and Human Services Department partners with the Spokane Parks and Recreation Department to implement park improvements in primarily low and moderate income areas.
20	Agency/Group/Organization	Spokane Public Library
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Neighborhood planning and implementation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community, Housing and Human Services Department partners with the Spokane Public Library to implement literacy programs in primarily low and moderate income areas.
21	Agency/Group/Organization	City of Spokane Office of Neighborhood Services
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Neighborhood program planning and training
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Community, Housing and Human Services Department works in coordination with the Office of Neighborhood Services to implement the CDBG Neighborhood Program.
22	Agency/Group/Organization	Northeast Youth Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Youth needs and opportunities in northeast Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Spokane partners with the Northeast Youth Center (NEYC) to provide quality, safe and affordable child care programming for youth in northeast Spokane.
23	Agency/Group/Organization	SPOKANE VALLEY MEALS ON WHEELS
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Food services for elderly individuals in Spokane

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services partners with Spokane Valley Meals on Wheels to provide meals to homebound seniors in Spokane.
24	Agency/Group/Organization	Martin Luther King Family Outreach Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Childcare/family outreach services on Spokane's lower south hill
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services partners with the Martin Luther King Family Outreach Center to provide diverse family and youth services on Spokane's lower south hill.
25	Agency/Group/Organization	Women and Children Free Restaurant
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Healthy meal options throughout Spokane
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community, Housing and Human Services Department partners with Women and Children Free Restaurant to provide healthy meal options for Spokane's low-income, at-risk and homeless populations.

Existing and new plans to specifically address the identified needs

STRATEGIC PLAN TO END HOMELESSNESS Spokane, Washington 2015-2020

Purpose [pg. 1]

In urbanized areas across the country, too many people spend the night without housing, camping in parks, living in garages, staying in cars or living under bridges. Many more are doubled up with relatives or friends temporarily, often further burdening a household that is struggling in poverty. Homelessness is not a new phenomenon. Nationally, a clearly understated estimate (because of the difficulty of coverage in one night homeless counts in all areas of the nation) of the number of homeless persons nationally on a given night at the end of January 2014 was 578,000 persons, a reduction of only 11% from 651,000 in 2007, showing the difficulty of the task.

This strategic plan for the countywide area of Spokane County has been developed to respond to the need to solve the issue of homelessness. The Plan is intended to guide non-profit agencies, local government and other interested parties in taking concerted action to work toward ending homelessness, as we know it today. The Plan lays out a series of strategies that will guide annual steps to accomplish that goal. The process will involve community will, the allocation of significant resources, and the implementation of national best practices in the Spokane area. The guiding community principle is that no person should experience homelessness, but if a person does become homeless it will be rare, brief and one time.

[pg. 4] The Spokane Continuum of Care has created this **2015-20 Spokane Strategic Plan to prevent and End Homelessness** to provide a road map for local government, non-profit housing and services providers and other entities for use in working toward ending homelessness. The Plan is consciously linked to the goals and

objectives of the ***Opening Doors*** Federal Plan to take advantage of the potential for increasing a coordinated approach.

Integrated into the Plan is the City of Spokane's commitment to end homelessness of Veterans. To emphasize the need to push forward with the solving homelessness, the Mayor of Spokane has signed on to the national Mayor's Challenge to End Veterans Homelessness by 2015. Also included in the Plan are goals to work forward ending chronic homelessness by 2017 and ending family homelessness by 2018. These are purposely aggressive goals in order to focus on their importance.

The Spokane Plan envisions that no one should experience homelessness. Three Primary Goals of ending homelessness for three targeted homeless subpopulations (Chronically Homeless Persons, Homeless Veterans and Homeless Families) are established while the community works toward ending homelessness for all populations. The Plan contains 5 Primary Objectives and 31 specific implementing Strategies. The Objectives are broadly stated. They are targeted toward the ultimate goal of ending homelessness by strengthening our local systems and aligning our objectives with national strategies, both Federal and State.

Following the Plan Summary immediately below, the Strategic Plan is organized into three sections. The first section provides background information on trends in homelessness both nationally and locally and efforts toward ending homelessness. The second section describes the specifics of the Spokane Strategic Plan, with detailed strategies implementing the objectives of the plan. The third section describes the Continuum's 2015 Annual Action Plan, which will be updated annually.

[Continuum's Current Subcommittees' Scope of Work]

HMIS Subcommittee

Scope of Work

The CoC's, federal, state, and locally mandated, HMIS database serves as the single repository of homelessness data for the Spokane County and City CoC. Data from the HMIS is used for strategic planning decisions, reporting to funders, project ranking and funding recommendations, and determining case management plans for clients. The HMIS has transcended its original purpose as a simple database to become the main tool used by dozens of agencies and hundreds of case workers for the tracking and sharing of data on the homeless clients that are served throughout the region. It facilitates cross-agency collaboration on client care and coordination of services and benefits. The interconnectedness that is made possible through participation in the HMIS has led to the successful implementation of the CoC's Coordinated Assessment program and a real time housing inventory tracking system. The rapidly expanding responsibilities and capabilities of the HMIS will bring about even more benefits to the CoC and further improve the efficiency and efficacy of the programs that rely on it; it will continue to act as the foundation upon which efforts to end and reduce homelessness are based.

The complexity and importance of the CoC's HMIS is such that the formation of a guiding subcommittee--comprised of a cross-section of CoC stakeholders--is critically important to the continued success of the CoC. This sub-committee will ensure that policies and procedures are fair and comprehensive; that training and technical support provided by the HMIS Team meets the needs of the CoC; and that the data collected by the HMIS meets the needs of the CoC.

The Scope of Work for the CoC's HMIS Subcommittee includes:

1. **Review, revise, and approve all policies:** policies need to be fair, clear, and provide direction that is aligned with CoC priorities. By defining roles and responsibilities for the CoC's HMIS, and the multitude of agencies and case workers that rely on it, the HMIS Sub-Committee will ensure that roles and responsibilities are clear and that the CoC's HMIS is aligned with CoC priorities and strategies. This will reduce confusion and frustration and ultimately provides for better services to the clients served by the various projects, through ensuring that clients and staff aren't overly burdened with unnecessary administrative tasks.
2. **Assist with CoC-wide, funder required, reporting:** the AHAR (Annual Homelessness Assessment Report) and the ODC (One Day Count) are both system-wide, funder required, reports. The key to successful execution of both is clear communication between the HMIS Lead and CoC partner agencies and a careful review of the data collected. The HMIS Sub-Committee will assist with communication, planning, and execution of both reports. The HMIS Program Manager will coordinate efforts between the HMIS Sub-Committee, the CoC, and the HMIS Lead Agency.
3. **Evaluate, propose, and approve modifications to project priorities:** in an advisory capacity, the HMIS Sub-Committee will propose data collection priorities for current, and future, projects. Inputs and outputs for individual, or entire project categories (e.g. ES, TH, etc.), will be evaluated to ensure that they align with the CoC's goal of ending homelessness.
4. **Select minimum data requirements; define criteria, standards, and parameters for the release of aggregate data:** the data standards set forth by the multitude of funders that rely on the HMIS for performance and project data are frequently misunderstood and misapplied. The HMIS Sub-Committee will serve in an advisory role to help ensure that communications related to data collection methodologies and standards to the HMIS user base is clear. Since the minimum data requirements aren't always suited to local strategies and priorities, the HMIS Sub-Committee will work with the HMIS Program Manager to determine, if necessary, additional data collection requirements for dissemination to HMIS participating users and agencies.
5. **Ensure adequate privacy protection provisions in project implementation and administration:** the privacy and confidentiality laws governing the HMIS are complex and ever changing. However, there is no matter more important to the continued success of the HMIS than ensuring that the CoC is adhering to all relevant laws and regulations. Client confidentiality must be considered before a new project is implemented, data is entered or shared, or when determining new data elements for collection. The HMIS Sub-Committee will assist with the research into issues surrounding HMIS security and confidentiality. Selection criteria for appointment to the HMIS Sub-Committee will be based, in part, on the prospective member's background in information security and/or privacy laws.

Chronically Homeless Families Subcommittee

Scope of Work

Ending homelessness for families and children is a priority for the CoC. By providing the right amount of assistance to help families obtain or regain permanent housing as quickly as possible and ensuring access to services to remain stably housed, achieving an end to family homelessness is possible. Given the current economic realities in our community, situations in which families experience a crisis and lose their home will likely occur. Recognizing this reality, the CoC works to ensure that no family will be without shelter and homelessness will be a rare and brief occurrence.

Working together with our partners at the state, local, and federal level to strengthen the local crisis response systems, we will:

1. Ensure that no family is living unsheltered
2. Shorten episodes of family homelessness by providing resources that enable families to safely reenter permanent housing as quickly as possible
3. Link families to the benefits, supports, and community-based services they need to achieve and maintain housing stability, and
4. Identify and implement effective prevention methods to help families avoid homelessness.

Key strategy areas to address chronically homeless families include:

1. Coordinated Assessment

Families experiencing homelessness have varying levels of strengths and service needs. An effective response prevents homelessness or addresses the immediate crisis of homelessness, then connects families to the most appropriate level and type of assistance based on their strengths and needs. Effective crisis response systems have coordinated access or entry points through which families can seek help, have their strengths and needs assessed, and be connected to appropriate housing and support services. The assessment provides the ability for families to be given access to the best options to address their needs, rather than being evaluated for single programs.

In order for coordinated entry systems to function, providers may need to change their admissions policies by removing barriers to entry that may be embedded in eligibility criteria, as well as accept referrals from the coordinated access point(s). As many families experiencing homelessness are significantly impacted by domestic violence and other trauma, effective entry systems have the training and capacity to engage in a trauma-informed way and identify survivors of domestic violence. Successful systems also offer safety planning, advocacy, and access to specialized services that address the safety concerns of individuals, and their children, fleeing domestic violence. Effective systems are able to assess the needs of children and youth and make effective linkages for appropriate services.

Coordinated assessment insures that more service-intensive housing interventions are targeted at the highest need households and helps families connect to the mainstream resources (benefits, employment, and community-based services) needed to sustain housing and achieve stability. Improve linkages to local mainstream systems to help families gain access to these resources more quickly.

2. Rapid Rehousing

Rapid re-housing helps individuals and families quickly exit homelessness to permanent housing. Rapid re-housing assistance is offered without preconditions (such as employment, income, absence of criminal record, or sobriety), and the resources and services provided are typically tailored to the unique needs of the household. The core components of a rapid re-housing program include housing

Chronically Homeless Individuals Subcommittee

Scope of Work

The CoC is striving to end chronic homelessness and continues to emphasize the importance of implementing strategies that will help meet this goal. HUD and the United States Interagency Council on Homelessness (USICH) released the criteria and benchmark for what it means to end chronic homelessness:

1. The community has identified and provided outreach to all individuals experiencing or at risk for chronic homelessness, and prevents chronic homelessness whenever possible.

The community coordinates persistent and creative outreach, in-reach, and engagement efforts throughout the geographic area, in conjunction with coordinated entry and other mainstream systems. The community cross-references multiple data sources and uses other methods to identify, enumerate, and assertively engage individuals experiencing chronic homelessness (as defined by HUD), and individuals most at risk of becoming chronically homeless, including people cycling through institutional settings. The community uses HMIS and other data sources to build and maintain an active list of people and to track the homelessness status, engagement attempts, and permanent housing placement for each individual. The community's outreach strategy allows for quick identification and engagement of individuals who may become chronically homeless in the future and individuals experiencing chronic homelessness who newly arrive to the community, and also prevents people from aging into chronic homelessness.

2. The community provides access to shelter or other temporary accommodations immediately to any person experiencing unsheltered chronic homelessness who wants it.

The community has the capacity to immediately offer some form of low-barrier shelter (i.e., emergency shelter, hotel/motel, bridge housing, or other temporary accommodations) to people experiencing chronic homelessness who are sleeping in unsheltered locations, while assisting them to swiftly access permanent housing. Rapid re-housing and transitional housing may be being used as bridge housing for individuals experiencing chronic homelessness. However, because a stay in transitional housing could affect a person's ability to access dedicated permanent supportive housing, such stays are only used in situations where the household has already been enrolled in permanent supportive housing and is actively seeking a unit (see HUD FAQ). Access to shelter and other temporary settings is not contingent on sobriety, minimum income requirements, lack of criminal justice system involvement, or other unnecessary conditions, such as participation in certain activities.

3. The community has implemented a community-wide Housing First orientation and response that also considers the preferences of the individuals being served.

The community has fully embraced a Housing First and low-barrier response across its system and all program types. The community assists individuals experiencing chronic homelessness to move into permanent housing without barriers to entry, using a Housing First response, and is actively implementing alternatives to the criminalization of homelessness. Individuals experiencing chronic homelessness do not decline assistance due to requirements such as sobriety or unnecessary program rules, and programs do not deny assistance based on minimum income requirements, lack of criminal justice system involvement, or other unnecessary conditions.

In order to provide choice to all people experiencing chronic homelessness, there may be a limited number of programs, such as abstinence-focused programs, that may not be implementing all of the principles of a Housing First approach. However, such programs should embrace as many Housing First principles as possible and should be working in partnership with other programs within the larger community's Housing First response.

Homeless Youth Subcommittee

Scope of Work

Unlike other systems youth interact with, such as, child welfare or juvenile justice, efforts to serve youth experiencing homelessness are not yet provided through a single, coordinated system of supports funded by a state or federal agency. Moreover, the varied and unique needs of youth experiencing homelessness require a range of interventions and solutions that no single funding stream can provide. Collaboration across federal, state, and local partners is needed to provide this full range of solutions. To meet all the physical, developmental, and social needs of youth experiencing homelessness, we must design and implement a unified, collaborative response in every community.

Building on local, state, and federal efforts to support healthy families, this response must:

1. Prevent youth from becoming homeless by identifying and providing support services for families who are at risk of fracturing.
2. Effectively identify and engage youth at risk for, or actually experiencing, homelessness and connect them with trauma-informed, culturally appropriate, and developmentally and age-appropriate interventions.
3. Intervene early when youth do become homeless and work toward family reunification and/or reconnection, when safe and appropriate.
4. Develop a coordinated entry system to identify youth for appropriate types of assistance and to prioritize resources for the most vulnerable youth.
5. Ensure access to safe shelter and emergency services when needed.
6. Ensure that assessments respond to the unique needs and circumstances of youth and emphasize strong connections to and supported exits from mainstream systems, when needed.
7. Create individualized services and housing options tailored to the needs of each youth, and include measurable outcomes across key indicators of performance, including education and employment.

Reporting

Subcommittees will provide bi-monthly reports (every other month) to the CoC Board Secretary for review by the Board and Executive Committee. These reports should reflect progress toward achieving subcommittee goals, challenges to achieving goals, and relevant information pertaining to the ongoing work toward goal obtainment.

Veteran's Subcommittee

Scope of Work

Ending veteran homelessness continues to be a high priority of our CoC. While the timeframe established in *Opening Doors* to end veteran homelessness was December 2015, there is still a lot of work to do to meet this goal locally. Therefore, we must continue efforts to meet this ambitious goal, ensuring that homelessness amongst veterans is rare, brief, and non-recurring.

We must keep measuring progress towards reaching the goal by using the criteria and benchmarks established by HUD, the U.S. Department of Veterans Affairs (VA), and the U.S. Interagency Council on Homelessness (USICH).

The Scope of Work for the CoC Veterans Subcommittee includes:

1. **Identification of all veterans experiencing homelessness.** The CoC maintains a comprehensive outreach strategy covering the geographic area and the multiple settings within it and this strategy is coordinated across all sectors and providers. Additionally, the CoC will use an active list (commonly referred to as a by-name-list) that is regularly updated with data from all community partners including the VA, allowing the CoC to track progress from the point of initial engagement to housing placement in real time.
2. **Resources, plans, and system capacity are in place should any veteran become homeless or be at risk of homelessness in the future.** The CoC maintains resources are available to prevent homelessness for veterans at risk of homelessness and to promote long-term housing stability of formerly homeless veterans that have entered permanent housing (e.g., on-going case management, connections to employment, peer support programs). Additionally, the CoC has uses a coordinated entry process to identify veterans who might become homeless or return to homelessness in the future.
3. **Move Veterans quickly into permanent housing.** The CoC utilizes a system-wide Housing First orientation that allows veterans to access housing quickly with few barriers to entry. The CoC also maintains robust permanent housing options (e.g., HUD-VASH, SSVF, Housing Choice Vouchers) that allow for veteran choice.
4. **Service-intensive transitional housing is provided in limited circumstances only.** The CoC can demonstrate that when service-intensive transitional housing is provided that it has been chosen by the veteran, who was also offered a choice of permanent housing, and that the transitional housing has a purposeful focus on minimizing lengths of stay and a strong emphasis on Housing First principles and practices.
5. **Ability to shelter immediately any veteran experiencing unsheltered homelessness.** The shelter made available by the CoC is low-barrier and when a shelter bed is not available the CoC has a pre-existing plan in place to shelter unsheltered veterans.
6. **Deploy all resources effectively.** The CoC efficiently deploys and fully utilizes all available resources to meet the needs of veterans experiencing homelessness. While the VA has a vast array of resources available to house veterans experiencing homelessness such as HUD-VA Supportive Housing (HUD-VASH) and Supportive Services for Veteran Families (SSVF), not all veterans experiencing homelessness will be eligible to receive assistance through the VA. In those cases, CoC and Emergency Solutions Grants (ESG) program resources should be used.
7. **Actively recruit landlords.** The CoC has created partnerships with private market landlords, ensuring that units are available for veterans experiencing homelessness to choose from when looking for permanent housing.
8. **Reporting.** Subcommittees will provide bi-monthly reports (every other month) to the CoC Board Secretary for review by the Board and Executive Committee. These reports should reflect progress toward achieving subcommittee goals, challenges to achieving goals, and relevant information pertaining to the ongoing work toward goal obtainment.

RFP and Evaluations Subcommittee

Scope of Work

Community review of proposals and applications is essential to the process of awarding public funds. When conducted in coordination with technical staff, this review ensures that funding decisions are made in the context of community knowledge and experience as well as technical/regulatory expertise. The RFP and Evaluations Subcommittee provides this community review through the following scope of work:

1. Assisting in the development of competitive application processes.

The subcommittee will assist CHHS staff in the development of competitive funding processes through feedback on NOFA or RFP documents, applications, evaluation criteria and timelines.

2. Evaluating proposals and other applications for funding.

The subcommittee will review and/or score proposals and other applications from organizations seeking funding through CHHS. In coordination with CHHS staff, subcommittee members will review/score proposals based on:

- Alignment with goals and objectives, including those established by state and federal funders and those established locally.
- Consistency with local plans.
- Past performance and capacity to manage public funds.
- Other evaluation criteria as established.

3. Making funding recommendations.

Based on review of proposals or applications, the subcommittee will make funding recommendations to the CoC Board.

4. Providing applicant education.

The subcommittee will provide feedback to applicant organizations, or prospective applicant organizations, regarding successful and unsuccessful proposals/applications.

5. Reporting.

Subcommittees will provide bi-monthly reports (every other month) to the CoC Board Secretary for review by the Board and Executive Committee. These reports should reflect progress toward achieving subcommittee goals, challenges to achieving goals, and relevant information pertaining to the ongoing work toward goal attainment.

Funding sources

Community Economic Development

City of Spokane development investment incentives related to rehabilitating and constructing new housing within the Community Empowerment Zone (CEZ) include:

- Multi-Family Tax Exemption (state enabled) offers an eight or twelve year property tax exemption to property owners of affordable (twelve year) and market (eight year) housing properties consisting of 4 units or more. This incentive is only offered to the creation of new housing. The City has established a Multi-Family Tax Exemption (MFTE) boundary wholly within the CEZ.
- Financial assistance is offered to those looking to renovate and construct new commercial and housing properties within areas within the CEZ in the form of the Urban Utility Installation assistance. For infill, it is often very costly to redevelopment/develop. Connecting to existing infrastructure under established roadways is often a significant cost. Therefore, the City offers a partial reimbursement of water, sewer, fire line, and or hydrant taps to assist a developer in meeting current building and fire codes.
- To incentivize the conversion of commercial structures to multi-family housing the City of Spokane offers a Commercial Rate Clarification utility billing structure. This means that rather than the property switching to a residential utility billing the structure will continue to be billed at the commercial rate. This saves the property owner approximately \$54/per unit monthly.
- Spokane listed Historic Properties commercial or residential can qualify for a tax abatement equal to the rehabilitation investment for ten years. A preponderance of Historic properties are located close to the city center, which is within the CEZ.

Funding Programed for Reimbursed Incentives:

- | | |
|---|---------|
| • Projects of Citywide Significance | \$2.9MM |
| • Urban Utility Installation Assistance | \$500k |
| • Impact Fee Reimbursement in Public Development Authority target areas | \$1MM |

Other incentives are short-term foregone taxes, due to property tax exemption for new multi-family housing or rehabilitated single-family housing or historic structure.

The City of Spokane is currently in the process to develop and adopt an Infill Housing Ordinance that will allow for more housing choices in Spokane neighborhoods. The infill choices include Accessory Dwelling units, Cottage housing, permanent Tiny Homes, and Pocket Residential units. This will allow residents to better utilize their property for extended family living or by adding income generating rental housing to their property.

2015-2020 CITY OF SPOKANE CONSOLIDATED PLAN

Each year we complete the Annual Action Plan, which is a listing of projects that will be funded to support the needs and goals outlined in the Consolidated Plan. We also submit an annual evaluation (Consolidated Annual Performance and Evaluation Report (CAPER)) [\[2015 CAPER – Final\]](#) of work performed during the prior program year (7/1 – 6/30). This report is designed to report on progress toward meeting the needs and goals of the Consolidated Plan.

Difficult to say what our funding structure to achieve the needs and goals of the Consolidated Plan will be in the future. Our funding comes from the federal government and is subject to funding or complete program cuts. Generally speaking, the CHHS department receives approximately three million dollars each year to carry out activities related to the needs and goals of the Consolidated Plan.

Final Program Year 2017 Annual Action Plan

Expected Resources [pg. 28]

AP-15 Expected Resources – 91.220(c)(1, 2)

Introduction

CHHS will allocate funding from the CDBG, HOME and ESG programs to support goals and need identified in the 2015-2020 Consolidated Plan. For more information related to activities funded through this Action Plan, see section AP-35: Projects.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	3,014,163	1,200,000	772,105	4,986,268	1,200,000	Program income is generated from the CHHS Single Family Rehab Program. Prior year resources include unencumbered entitlement funds from PY 2015 and 2016.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	891,721	150,000	0	1,041,721	3,000,000	Program income is generated from loans made through the HOME Multi-Family Program.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	268,989	0	0	268,989	500,000	The ESG Program does not generate any program income from grants made to homeless service providers.

[pg. 30] The City will use Consolidated Homeless Grant Funds obtained through the Washington State Department of Commerce and City of Spokane Homeless Housing Assistance Act grant funds to match the ESG allocation. HOME leverage is created when funds are allocated to affordable housing projects that also apply for Washington

State Housing Trust Funds, bonds, and Low-Income Housing Tax Credits. HOME match is required at a program level for tenant-based rental assistance, single-family rehabilitation and down payment assistance, and development of affordable rental units. Match is generated when affordable rental unit development is financed with permanent investments of non-federal, non-owner funds. Some sources of leverage and match have declined recently, such as the value of the interest on below-market-rate bank loans, State Housing Trust Fund allocations, and grants. Local real estate tax reductions are available to affordable housing projects and some fee waivers are available in targeted areas, adding to match amounts.

The City is analyzing the potential for use of the Section 108 Loan Program to stimulate economic development and/or assisted affordable housing for low and moderate-income households. If the analysis determines the need, the City will use the 108 loan proceeds for specific activities to be identified in the Annual Action Plans. The City is also working with developers to support affordable housing and economic development projects with income from the closed Rental Rehabilitation and Urban Development Action Grant programs.

[pg. 38] The following projects were selected through a competitive application process where each proposal was evaluated for risk, eligibility, past performance and alignment with community needs and goals. Proposals recommended for funding were evaluated by members of the Evaluation and Review Committee, Community, Housing and Human Services Board and approved by the Spokane City Council.

AP-38 Project Summary [pg. 41]
[Funded] Project Summary Information
[Project summary table pgs. 42-67]

1	Project Name	2017 Public Service - Senior Meals
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$50,400
	Description	Meal program for home bound seniors: 05A - Senior Services (LMC)
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Applicant proposes to serve 1,200 unduplicated low/mod income individuals throughout the course of this funding award.
	Location Description	Services will be provided throughout the City of Spokane to senior citizens in need of meal assistance.
2	Planned Activities	Senior Meals, both home delivered and served at Silver Cafes, improve the quality of life maintaining the social safety net by meeting the most basic essential need of food for our most vulnerable citizens. For our home delivered program, the clients that we serve are essentially homebound.
	Project Name	2017 Public Service - Services to City Outlets and Agencies
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$87,074
	Description	A human services grant will help fund 15 full-time and five part-time staff positions that lead, coordinate and deliver these food assistance and nutrition education services. 05W - Food Banks (LMC)
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Second Harvest will be a significant source of donated food for its city network during the grant year. Second Harvest projects distributing 545,000 pounds of food each month in the city. Close to half of that food will be nutritious fresh produce. At least 62,000 unduplicated clients will be served during the year, receiving food that helps preserve their assets to sustain other basic needs.

	Location Description	Food will be distributed to various food outlets serving low/mod income individuals throughout the City of Spokane
	Planned Activities	Food distribution and cooking classes for low/mod income individuals
3	Project Name	2017 Public Service - Homeownership Program
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$70,000

	Description	<p>1. 10 months a year will hold two free classes each month which educate and enable new home buyers to make informed choices, assess their readiness to buy, understand the home purchase process and determine which first time home buyer loan program is best for them. Participants receive a certificate from the WA State Housing Finance Commission that meets industry standards for participation in a variety of affordable housing programs. Outcome: We expect that 250 new people will complete the classes during the fiscal year at multiple City wide locations.</p> <p>2. Free pre-purchase individual counseling sessions guide families through the purchase of their first home, including the process of buying a home, confirming financial readiness, how to choose a realtor and mortgage lender and how to select a loan product that is best suited for them. Counselors work with families one-on-one to help them establish goals, assess their readiness to buy, identify and overcome barriers and provide referrals to assist in overcoming housing challenges. Outcome: We anticipate that 60 low to moderate income city clients will also receive pre-purchase counseling and that 15 will purchase homes within the project period.</p> <p>3. Down payment Assistance Program (DAP): DAP provides deferred payment, second mortgages in amounts up to \$10,000 for first time home buyers. Payments are deferred until sale, refinance, or until 30 years to reduce the buyers' monthly payments to an affordable level. City funds would be used to provide education, counseling and loan compliance to applicants at 80% or less AMI for those receiving down payment assistance. Outcome: Creation of responsible homeownership, with this service being offered throughout the project period.</p> <p>4. Foreclosure Prevention Counseling: Our counselors identify the immediate crisis, review mortgage documents, determine degree of default, complete budget/credit analysis and explain options and time frames. They educate the client on the foreclosure process, the bank's perspective and options available for home retention. The client's situation is assessed and together they prepare a joint action plan. Counselors prepare substantial modification application packages and help negotiate agreements with lenders, make referrals to needed resources and conduct follow-up until the case is resolved. Outcome: We anticipate 125 low to moderate income city homeowners in default will save their home from foreclosure during the project period.</p> <p>5. Foreclosure Prevention Loans: default clients who do not qualify for a mortgage modification, or for whom tax or sewer liens are the cause of the default, we can refinance the debt and adjust the interest rate and term. Credit, budget and mortgage counseling are offered with this refinance to ensure continued affordability. Outcome: Preservation of homeownership, this service being offered throughout the project period.</p> <p>05R - Homeownership Assistance (not direct); (LMH)</p>
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	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	<p>NEED: Safe Affordable Housing, GOAL: Preserve and expand quality, safe, affordable housing choices STRATEGY: Expand permanent stable housing options and access to opportunities and services</p> <p>Education of first-time home buyers is the best way to increase access to the home buying opportunities and services. Due to our non-profit's mission to create opportunities to those of low-income our program is perfectly aligned. In addition to education (both classes and counseling) we provide mortgage modification and various financing services which make homeownership (both new purchasing and retaining existing homes) affordable.</p> <p>NEED: Safe Affordable Housing, GOAL: Preserve and expand quality, safe, affordable housing choices STRATEGY: Ensure housing stability</p> <p>The foreclosure counseling and foreclosure prevention activities specifically lend themselves to creating housing stability (keeping home owner's in their houses by creating options). While we do not use city dollars to lend we must use the operational funds to support this housing stability activity.</p>
	Location Description	Courses will be taught at 3102 W Ft George Wright Dr., Spokane, WA 99224 and at SNAP East, 500 S Stone, Spokane, WA 99202
	Planned Activities	Public services to assist low/mod income households prepare for homeownership
4	Project Name	2017 Public Service - New Leaf
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$50,000
	Description	New Leaf Bakery Cafe' Job Training program provides hands on food service skills training, vocational services, and life skills to women with barriers to employment, including histories of incarceration, past substance abuse, lack of employment histories, lack of education, mental illness, physical disabilities, and learning disabilities. 05H - Employment Training (LMC)

	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Transitions serves very low income homeless women and children, most of which are on TANF assistance. During the program year, New Leaf will provide job skills training to approximately 80 individuals.
	Location Description	Services will be provided at the New Leaf training kitchen located at 3104 W. Fort George Wright Dr., Spokane, WA, 99224
	Planned Activities	Job skills training for very low income, homeless or formerly homeless individuals.
5	Project Name	2017 Public Service - Women's Hearth
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$30,000
	Description	Services provided to homeless women include food bank, hygiene, housing referrals, job search, arts and craft classes, counseling and basic support for clients at the Hearth.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Women's Hearth provides services to primarily single homeless and formerly homeless women experiencing multiple barriers to employment and housing stability. The Hearth serves approximately unduplicated women annually.
	Location Description	Women's Hearth is located in downtown Spokane near several social service providers and low income housing. 920 W. 2nd Ave., Spokane, WA 99201
6	Planned Activities	food bank, hygiene, housing referrals, job search, arts and craft classes, counseling and basic support for clients at the Hearth
	Project Name	2017 Public Service - TLC EduCare
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$68,000

	Description	EduCare is a child care center located in northwest Spokane. EduCare is part of the Transitional Living Center campus that provides housing and social services to homeless women with children. EduCare is sponsored by the Department of Early Learning and serves approximately 45 children each year from ages 1-5.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	EduCare services homeless and formerly homeless women with children by providing safe affordable child care. Annually, EduCare serves approximately 45 children ranging in age from 1 to 5.
	Location Description	The EduCare facility is located in northwest Spokane as part of the Transitional Living Center campus. 3120 N. Hemlock St., Spokane, WA 99205
	Planned Activities	Child care center activities related to education and providing stability in the lives of homeless mothers and children.
7	Project Name	2017 Public Service - Miryam's House Alumni Program
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$8,526
	Description	Aftercare services are client-driven and utilize: peer support groups and activities; one-on-one case management; housing mediations; resource referrals; vocational services; scholarship funds; clothing and food.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Miryam's House provides transitional housing services for single homeless women. Approximately 30 women transitioning out of Miryam's House will receive services through this aftercare/alumni program.
	Location Description	Miryam's House is located on Spokane's lower south hill. Due to the sensitive nature of clients served at Miryam's House, an exact address will only be provided upon request.
	Planned Activities	Aftercare services are client-driven and utilize: peer support groups and activities; one-on-one case management; housing mediations; resource referrals; vocational services; scholarship funds; clothing and food.

8	Project Name	2017 Public Service - ECCC Operations
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$60,000
	Description	Comprehensive community center based activities for residents of the East Central Neighborhood and surrounding areas. Youth and senior services, food bank, adult disability classes, food services, etc.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Each year the East Central Community Center serves approximately 12,000 individuals through their variety of service based programs. Beneficiaries are primarily low income based on the location of the center and services offered to residents.
	Location Description	The East Central Community Center is located in the center of the East Central Neighborhood at 500 S. Stone St., Spokane, WA 99202.
9	Planned Activities	Comprehensive community center based activities for residents of the East Central Neighborhood and surrounding areas. Youth and senior services, food bank, adult disability classes, food services, etc.
	Project Name	2017 Public Service - NECC Operations
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$80,000
	Description	General operational support for the Northeast Community Center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Northeast Community Center serves approximately 12,000 unduplicated individuals and families in Spokane's Northeast quadrant of the City. Services include a medical center (family medicine and dental clinic), pharmacy, Head Start, WIC, Senior Center and host to multiple community events.
	Location Description	Northeast Spokane: 4001 N. Cook St., Spokane, WA 99207
	Planned Activities	General operational center support for multiple community based programs.

10	Project Name	2017 Public Service - Southwest Community Center Operations
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$20,000
	Description	General operational support for staff and maintenance at the Southwest Community Center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Southwest Community Center primarily serves youth and their families through their preschool, before school, after school, day program for special needs adults and community food bank. Approximately 850 low and moderate income households benefit from services offered at the Southwest Community Center annually.
	Location Description	Services provided in Spokane's Browne's Addition neighborhood: 314 S. Spruce St., Spokane, WA 99201
11	Planned Activities	General operational support for the Southwest Community Center programs offered to the public.
	Project Name	2017 Public Service - West Central Operations
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$90,000
	Description	Operational support for the West Central Community Center.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	The West Central Community Center provides services to individuals and families including services through their WIC, Head Start, Community Health, Community Meetings and Youth Development programs. Approximately 4,200 unduplicated individuals receive services from the Community Center each year.
	Location Description	The West Central Community Center is located in Spokane's West Central Neighborhood at 1603 N. Belt St., Spokane, WA 00205
	Planned Activities	General operational support for staffing and maintenance of the West Central Community Center.

12	Project Name	2017 Capital Improvement - Corbin Senior Center Safety Improvements
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$55,000
	Description	Public safety improvements to the Corbin Senior Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Corbin Senior Center serves low income senior residing in the Emerson Garfield and surrounding neighborhoods. The center anticipates serving approximately 200 unduplicated seniors during the program year.
	Location Description	827 W. Cleveland Ave., Spokane, WA 99205
13	Planned Activities	<ul style="list-style-type: none"> • Removal and installation of new entry door on the building's west side. • Remove and replace damaged carpet throughout the center • Install closed captioned television monitors • Installation of after hours keypad for renters of building space (south entry)
	Project Name	2017 Capital Improvement - MLK Center Demolition and Rebuild
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$107,300
	Description	Demolition of existing facility and reconstruction of new family outreach center with increased capacity and program delivery.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The MLK Family Outreach Center provides services to families throughout Spokane. Due to current facility limitations, the center is not able to meet the current demand for child care and family services. Each year the center serves approximately ??? unduplicated individuals.
	Location Description	845 S. Sherman St., Spokane, WA 99202

	Planned Activities	Demolition of existing facility
14	Project Name	2017 Capital Improvement - Sinto Senior Activity Center Renovation
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$104,600
	Description	Capital improvements at the Sinto Senior Activity Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Corbin Senior Activity Center serves low income seniors located in the west central portion of Spokane. Activities provided by the center allow seniors to remain engaged in the community through healthy mental, physical and social engagement. The Center serves approximately 900 unduplicated seniors each year.
	Location Description	1124 W. Sinto Ave., Spokane, WA 99201
	Planned Activities	<ul style="list-style-type: none"> • Completion of garage to prevent vandalism and theft of passenger van • Lighting and surveillance system • ADA accessibility improvements to the buildings exterior • Renovation of existing auditorium
15	Project Name	2017 Capital Improvement - Collins Apartments
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$56,850
	Description	Capital improvements to common areas, apartments, office space and exterior.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Collins Apartment building serves homeless individuals experiencing significant barriers to stable housing. The Collins was one of Spokane's first, housing first program for chronic homeless individuals. There are 38 total units in the complex and one office space for case management.

	Location Description	The Collins Apartment complex is located in Spokane's downtown: 214 S Wall St., Spokane, WA 99201
	Planned Activities	<ul style="list-style-type: none"> • Replacement of common area flooring • Replacement of common area windows • Electrical improvements for increased capacity • Purchase and installation of automated bathroom faucets • Purchase and installation of exterior awning
16	Project Name	2017 Capital Improvement - Hemlock Street
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$205,350
	Description	Engineer and pave N. Hemlock street between W. Fairview Ave and W. Dalton Ave
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Hemlock street improvement project is part of a larger permanent housing project that Transitions is working on with additional funding sources. The permanent housing will benefit homeless individuals and families by providing additional affordable housing capacity in the City of Spokane. The street improvement is a requirement as part of the overall site improvements. The cottage housing will add an additional 24 units of affordable housing.
	Location Description	N. Hemlock street between W. Fairview Ave and W. Dalton Ave.: 3128 N. Hemlock St., Spokane, WA 99205
	Planned Activities	Engineer and pave N. Hemlock street between W. Fairview Ave and W. Dalton Ave
17	Project Name	2017 Capital Improvement - Women's Hearth Roof
	Target Area	
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$92,000
	Description	Remove and replace existing roof covering at the Women's Hearth

	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Women's Hearth serves very low-income homeless women in Spokane's downtown. Replacing the existing leaky roof will allow the Women's Hearth to continue providing basic support services to their clients in a safe environment. The Hearth serves approximately 800 homeless and formerly homeless women each year.
	Location Description	The Women's Hearth is located in Spokane's downtown: 920 W. 2nd Ave., Spokane, WA 99201
	Planned Activities	Remove and replace damaged roof covering.
18	Project Name	2017 Capital Improvement - West Central Newton Room Rehab
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$36,251
	Description	Rehab and technology improvements for the Newton Room at West Central Community Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The West Central Community Center's Newton Room hosts a number of community based meetings/programs in Spokane's west central neighborhood. Activities benefit individuals and families.
	Location Description	The West Central Community Center is located in Spokane's west central neighborhood: <ul style="list-style-type: none"> 1603 N. Belt St., Spokane, WA 99205
	Planned Activities	Rehab and technology improvements for the Newton Room at West Central Community Center.
19	Project Name	2017 Capital Improvement - Nutrition Essentials Demonstration Kitchen
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$133,155

	Description	Utilize existing facility space to build a new demonstration kitchen to teach clients how to cook healthy meals from scratch.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	During the program year, WCFR will serve approximately 1,168 unduplicated women and children through their programs.
	Location Description	Women and Children Free Restaurant is located in north central Spokane: 1408 N. Washington St., Spokane, WA 99201
	Planned Activities	<ul style="list-style-type: none"> • Insulation of exterior building wall • Drywall installation • Framing for wall • Flooring • Installation of kitchen equipment • Plumbing • electrical improvements
20	Project Name	2017 Capital Improvement - House of Charity Respite Room
	Target Area	
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$33,000
	Description	Increase the number of current respite beds from 20 to 25 at the House of Charity.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Beneficiaries will be homeless men with special medical needs staying at the House of Charity. This project will expand current capacity from 20 beds to 25.
	Location Description	The House of Charity is located in downtown Spokane: 32 W. Pacific Ave., Spokane, WA 99201

	Planned Activities	The requested funding for this program will include designing a more efficient layout for the Respite Program; disposing of 20 old respite beds, installing 25 new respite beds that are built-in, sturdier, bedbug-resistant, comfortable, and functional; installing additional outlets for medical devices such as oxygen tanks, electric wheelchairs, and other electronic devices; and installing a hand-washing sink. The aspect of the project taking place at HOC, including tracking, reporting, and management of necessary project changes, will be overseen by Sam Dompier, Director of HOC.
21	Project Name	2017 Capital Improvement - Lutheran Community Services Building Security Improvements
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$21,300
	Description	Installation of security improvements for client and worker safety.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Lutheran Community Services works with all clients. One of their primary clients include individuals fleeing from or experiencing domestic violence. Annually, this location will serve approximately 2,500 unduplicated individuals.
	Location Description	Lutheran Community Services Northwest is located east of downtown Spokane at 210 W. Sprague Ave., Spokane, WA 99208
22	Planned Activities	Installation of keyless door locks and security monitoring system.
	Project Name	2017 Capital Improvement - Alexandria Apartment Improvements
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$10,000
	Description	Capital improvements to exterior entrances to accommodate ADA accessibility needs.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	Alexandria Apartments are low-income units owned by SNAP. Each year the complex serves approximately 22 unduplicated individuals.
	Location Description	Alexandria apartments are located on Spokane's lower south hill at 623 S. Howard St., Spokane, WA 99204
	Planned Activities	Remove and replace existing ADA ramp and wooden stairs for improved access to building.
23	Project Name	2017 Capital Improvement - West Central 24/7 Library Kiosk
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$82,000
	Description	Purchase and installation of library vending kiosk to be located at the West Central Community Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The public library kiosk will be located outside the West Central Community Center. Residents will be able to access the library at all hours of the day. Approximately, 63,000 individuals within the service area will have increased access to literature in their neighborhood.
	Location Description	The public library kiosk will be located outside the West Central Community Center: 1603 N. Belt St., Spokane, WA 99205
24	Planned Activities	Purchase and installation of library kiosk.
	Project Name	2017 Capital Improvement - West Central Community Center ADA Ramp
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	CDBG: \$47,960
	Description	Stairs entering the buildings west side (gym) will be removed and replaced with an ADA accessible ramp for improved access into the community center.
	Target Date	12/31/2018

	Estimate the number and type of families that will benefit from the proposed activities	The West Central Community Center provides a supportive services day program for adults with disabilities. The center provides services to a large geographic area in west central and northwest Spokane. Approximately 4,183 disabled individuals access this program each year.
	Location Description	The West Central Community Center is located at 1603 N. Belt St., Spokane, WA 99205 in the West Central Neighborhood.
	Planned Activities	Stairs entering the buildings west side (gym) will be removed and replaced with an ADA accessible ramp for improved access into the community center.
25	Project Name	2017 Housing - Single Family Rehab Program
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$1,127,942
	Description	Loans to single family homeowners to make necessary home rehabilitation improvements.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Low and moderate income homeowners will have access to the home rehab program. The subrecipient of this program anticipates providing rehabilitation assistance to 30 homeowners over the course of their contract with the City of Spokane.
	Location Description	The single family rehab program is not focused on any one particular area of the City of Spokane. Eligible program participants may come from any portion of the City.
26	Planned Activities	Major home repairs for low and moderate income homeowners.
	Project Name	2017 Housing - Essential Home Repair
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	CDBG: \$417,160

	Description	Repair single-family homes of low- and moderate-income persons that have health and safety hazards or disability accessibility issues that make the home uninhabitable. This includes, but is not limited to, plumbing, heating, electrical, roof, and sewer repairs and accessibility modifications.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Essential Home Repair Program will provide assistance to approximately 250 low and moderate income homeowners for essential home repairs including: plumbing, electrical, heating and cooling systems and other necessary repairs to maintain safe housing for the homeowner.
	Location Description	The Essential Home Repair Program is not location specific. Any eligible homeowner may apply for assistance through this program regardless of their location within the City of Spokane. For more information about this program please contact the Community, Housing and Human Services Department at the City of Spokane 625-6325.
	Planned Activities	Repair single-family homes of low- and moderate-income persons that have health and safety hazards or disability accessibility issues that make the home uninhabitable. This includes, but is not limited to, plumbing, heating, electrical, roof, and sewer repairs and accessibility modifications.
27	Project Name	2017 Administration - CDBG Program
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$840,000
	Description	General CDBG Program administration
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	General program administration to support CDBG funded projects and requirements associated with the Consolidated Planning process (Fair Housing Assessment, Action Plan, CAPER, etc.).
	Location Description	<u>Spokane City Hall</u> 808 W. Spokane Falls Blvd., Spokane, WA 99201 Community, Housing and Human Services Department (6th floor)

	Planned Activities	General program administration to support CDBG funded projects and requirements associated with the Consolidated Planning process (Fair Housing Assessment, Action Plan, CAPER, etc.).
28	Project Name	2017 Administration - HOME Program
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	HOME: \$104,000
	Description	General program administration activities related to the HOME Program.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Administration of the HOME program will support affordable housing development projects in the City of Spokane.
	Location Description	<u>Spokane City Hall</u> 808 W. Spokane Falls Blvd., Spokane, WA 99201 Community, Housing and Human Services Department (6th floor)
	Planned Activities	General program administration activities related to the HOME Program.
29	Project Name	2017 Multi-Family Projects - HOME
	Target Area	
	Goals Supported	Expand safe affordable housing choices
	Needs Addressed	Safe affordable housing choice
	Funding	HOME: \$937,721
	Description	Administration of the HOME program will support affordable housing development projects in the City of Spokane.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	HOME multi-family funding will support the development and redevelopment of 44 affordable housing units within the City of Spokane. All units will be reserved for low income households.

	Location Description	<ul style="list-style-type: none"> • 611 S. Scott St., Spokane, WA 99202 • 1808 E. 1st Ave., Spokane, WA 99202 • 1 S. Madelia St., Spokane, WA 99202 • 3128 N. Hemlock St., Spokane, WA 99205 • 926 E 8th Ave., Spokane, WA 99202 • 1203 W. 5th Ave., Spokane, WA 99204 • 2418 E. 4th Ave., Spokane, WA 99202
	Planned Activities	Multi-family housing development activities for the benefit of low and moderate income households
30	Project Name	2017 ESG Program Delivery
	Target Area	
	Goals Supported	Prevent and reduce homelessness
	Needs Addressed	Basic and special needs and reduce homelessness
	Funding	ESG: \$268,989
	Description	Homeless program support for rapid re-housing and prevention activities
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Funded activities will assist approximately 1,100 homeless individuals and families with homeless prevention, emergency shelter and rapid re-housing.
	Location Description	Various homeless shelters and service providers throughout the City of Spokane
	Planned Activities	Homeless program support for rapid re-housing and prevention activities
31	Project Name	2017 Neighborhood - Sidewalk Program
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$57,300
	Description	Removal and installation of new sidewalks and ADA ramps
	Target Date	6/30/2018

	Estimate the number and type of families that will benefit from the proposed activities	The neighborhood sidewalk program will address hazardous sidewalk locations and accessibility issues adjacent to homeowners in four (4) separate neighborhoods.
	Location Description	Various locations in the following neighborhoods: <ul style="list-style-type: none"> • Chief Garry Park • Cliff-Cannon • East Central • West Central
	Planned Activities	Remove broken/damaged concrete and replace with new concrete to address hazardous pedestrian conditions.
32	Project Name	2017 Neighborhood Parks - Hays Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$28,000
	Description	Complete installation of asphalt pathways within Hays Park
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Hays Park is located in northeast Spokane. Improvements to the park will make it easier for neighborhood residents to enjoy the park.
	Location Description	Hays Park is located in the Bemiss neighborhood in northeast Spokane: <ul style="list-style-type: none"> • 1812 E. Providence Ave., Spokane WA 99207
	Planned Activities	Complete installation of asphalt pathways within Hays Park
33	Project Name	2017 Neighborhood Parks - Coeur D'Alene Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$2,700

	Description	Accessibility improvements to Coeur D'Alene Park located in Spokane's Browne's Addition.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Coeur D'Alene Park is located in Spokane's Browne's Addition neighborhood. Improvements to the park will make it easier for neighborhood residents to enjoy the park.
	Location Description	Coeur D'Alene Park is located in Spokane's Browne's Addition neighborhood: <ul style="list-style-type: none"> • 2195 W. 2nd Ave., Spokane, WA 99201
	Planned Activities	Accessibility improvements to Coeur D'Alene Park located in Spokane's Browne's Addition.
34	Project Name	2017 Neighborhood Parks - Glass Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$15,000
	Description	General lighting improvements at Glass Park and landscape improvement to the existing ball field
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Glass Park is located in northeast Spokane. Improvements to the park will make it easier and safer for neighborhood residents to enjoy the park.
	Location Description	Glass Park is located at the northeast corner of E. Heroy Ave and N. Standard St. in the Nevada Heights Neighborhood
35	Planned Activities	General lighting improvements at Glass Park and landscape improvement to the existing ball field
	Project Name	2017 Neighborhood Parks - Mission Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities

	Funding	CDBG: \$33,800
	Description	Accessibility improvements at Mission Park to accommodate individuals with disabilities.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Mission Park is located in Spokane's Logan neighborhood. Improvements to the park will make it easier and safer for neighborhood residents to enjoy the park.
	Location Description	Mission Park is located in the Logan neighborhood south of Mission Ave and east of the Spokane River.
	Planned Activities	Accessibility improvements at Mission Park to accommodate individuals with disabilities.
36	Project Name	2017 Neighborhood Parks - Rochester Park
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$58,100
	Description	General landscape and facility improvements to address public safety and accessibility concerns.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Rochester Heights Park is located in Spokane's Whitman neighborhood. Improvements to the park will make it easier and safer for neighborhood residents to enjoy the park.
	Location Description	Rochester Heights Park is located in the Whitman neighborhood in northeast Spokane: <ul style="list-style-type: none"> • 5351 N. Napa St., Spokane, WA 99207
	Planned Activities	General landscape and facility improvements to address public safety and accessibility concerns.
37	Project Name	2017 Neighborhood Capital - North Monroe Gateway
	Target Area	
	Goals Supported	Support vibrant neighborhoods

	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$50,300
	Description	General landscape, stormwater and signage improvements on vacant property northwest of N. Monroe St. and W. Cora Ave.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Landscape improvements will benefit the residents of North Hill and Emerson Garfield neighborhoods by providing improved public infrastructure and recreation opportunities.
	Location Description	Vacant property northwest of N. Monroe St. and W. Cora Ave.
	Planned Activities	General landscape, stormwater and signage improvements on vacant property northwest of N. Monroe St. and W. Cora Ave.
38	Project Name	2017 Neighborhood Capital - Northeast Youth Center
	Target Area	
	Goals Supported	Provide opportunities to improve quality of life
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$34,700
	Description	Safety and energy improvements to the existing entry vestibule.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	Northeast Youth Center provides affordable child care alternatives for low and moderate income families (100) in northeast Spokane.
	Location Description	The Northeast Youth Center is located in Spokane's Hillyard neighborhood: <ul style="list-style-type: none"> • 3004 E. Queen Ave., Spokane, WA 99217
	Planned Activities	Safety and energy improvements to the existing entry vestibule.
39	Project Name	2017 Neighborhood Capital - East Central Community Center
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities

	Funding	CDBG: \$20,000
	Description	Removal and disposal of deteriorated flooring in the multi-purpose room and community center lobby.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The East Central Community Center provides community based programming for youth, seniors, adults with disabilities and other services to residents in east central Spokane.
	Location Description	The East Central Community Center is located in Spokane's east central neighborhood: <ul style="list-style-type: none"> 500 S. Stone St., Spokane, WA 99202
	Planned Activities	Removal and disposal of deteriorated flooring in the multi-purpose room and community center lobby.
40	Project Name	2017 Neighborhood Capital - Northeast Community Center
	Target Area	
	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$18,300
	Description	Installation of new commercial grade dishwasher in the Hillyard Senior Center.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Hillyard Senior Center provides activities to seniors residing in northeast Spokane. Each year the center serves approximately 500 seniors through programs offered at the center.
	Location Description	The Hillyard Senior Center is located in the Northeast Community Center. <ul style="list-style-type: none"> 4001 N. Cook St., Spokane, WA 99207
	Planned Activities	Installation of new commercial grade dishwasher in the Hillyard Senior Center.
41	Project Name	2017 Neighborhood Capital - TLC Gardens
	Target Area	

	Goals Supported	Support vibrant neighborhoods
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$10,200
	Description	The project entails relocating the existing community garden, located on Transitions' property at Fairview and Hemlock to the Southeast corner of the property in light of the development of 24 affordable cottage units on the property.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	The Transitional Living Center (TLC) gardening program provides fresh produce for residents of TLC and other programs offered by Transitions.
	Location Description	The TLC raised garden beds are located in the Audubon/Downriver neighborhood in northwest Spokane: <ul style="list-style-type: none"> • 3128 N. Hemlock St., Spokane WA 99205
	Planned Activities	The project entails relocating the existing community garden, located on Transitions' property at Fairview and Hemlock to the Southeast corner of the property in light of the development of 24 affordable cottage units on the property.
42	Project Name	2017 Public Service - AGC Headstart Construction Trades Program
	Target Area	
	Goals Supported	Expand economic opportunities
	Needs Addressed	Community development and economic opportunities
	Funding	CDBG: \$30,000
	Description	Transportation to employment program for low and moderate income individuals.
	Target Date	6/30/2018
	Estimate the number and type of families that will benefit from the proposed activities	Skilled trades employment program for low income, un/under-skilled individuals with an interest in working in a specific trade, leading to full apprenticeship program or direct employment with a contractor. 20 persons employed during program year through this program.

	Location Description	Locations vary, for more information about this program, please contact George Dahl at gdahl@spokanecity.org.
	Planned Activities	Skilled trade classes to refine and develop skills that will allow clients to gain employment through local apprenticeship programs.

2017 City of Spokane's One Vision. One Plan. One Voice Strategic Plan's

A [Community Investment Plan](#) outlines \$51.9 million in catalytic investments that furthers a strategic outcome, relies on one-time money without adding ongoing cost, keeps the investment source healthy, and returns additional revenue or a cost reduction.

- Investment within the CEZ \$21,000,000
- Target Area Street improvements \$3,000,000
- Residential Unimproved Streets \$2,000,000
- Target Area Impact Fee waivers for private development job creating industry \$1,000,000
- Target Area Utility Investment for private development job creating industry \$2,400,000
- Urban Utility Installation Program for private development job creating industry \$500,000
- Trail/River Public Access Investments \$7,100,000
- North Bank/Sportsplex recreation and job creating industry \$5,000,000

Infrastructure Capital Investments from the Capital Improvement Program (CIP) for 2017-2022

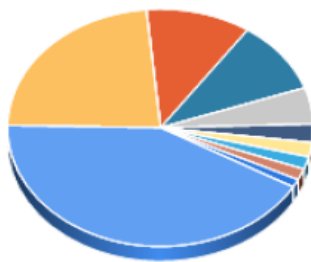
In this funding section of this CEZ plan, you will find a breakdown by department of the over \$862 Million Capital Investments planned as well as maps that show those department investments location. It no surprise that each of the maps show significant investment planned for locations within the CEZ boundary. The CEZ boundary includes the oldest portions of the City of Spokane with the oldest/aging infrastructure, the most distressed neighborhoods, downtown, and Spokane River and the largest park, Riverfront Park.

Capital Investments by Department

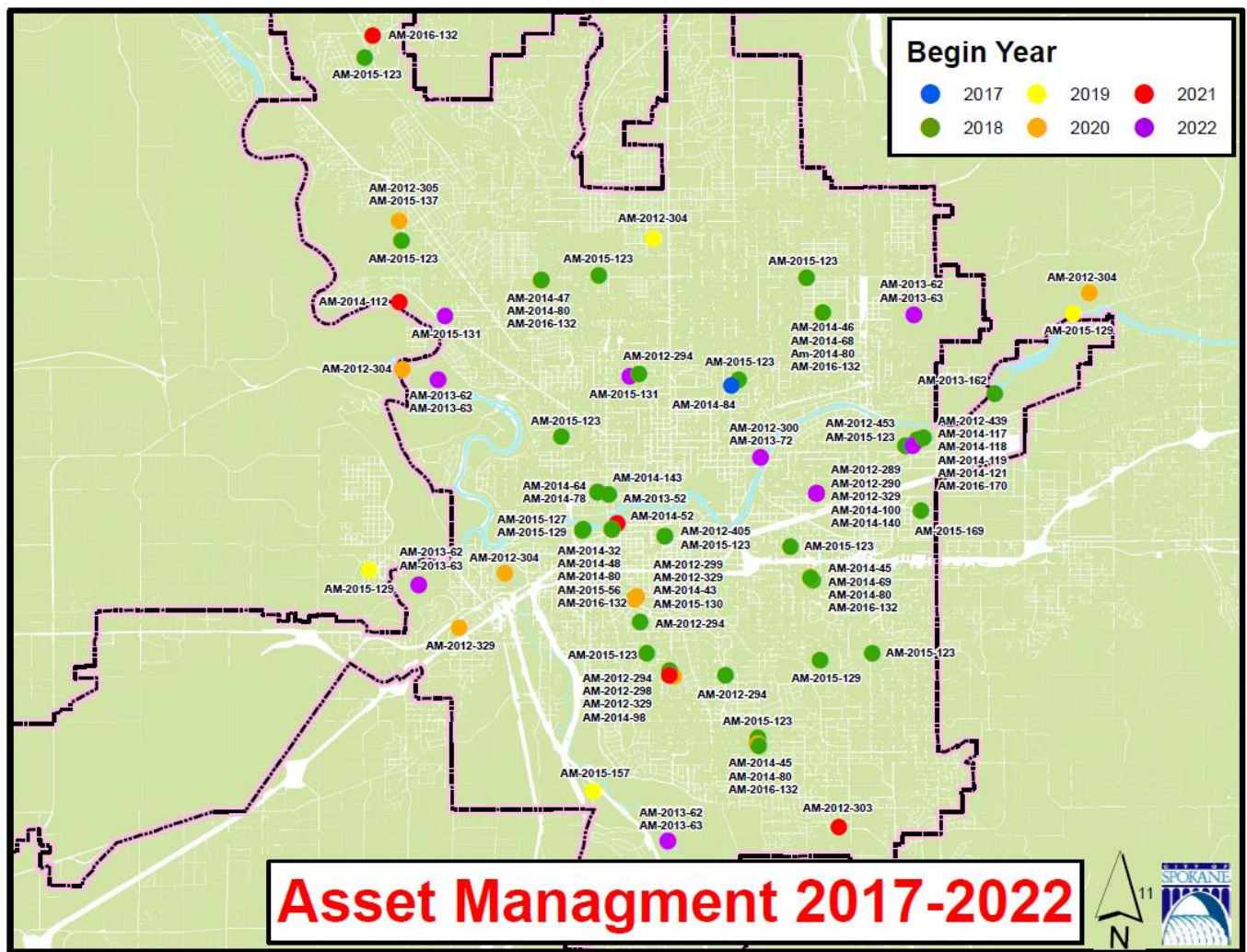
[pg. XVii]

Capital by Department Summary

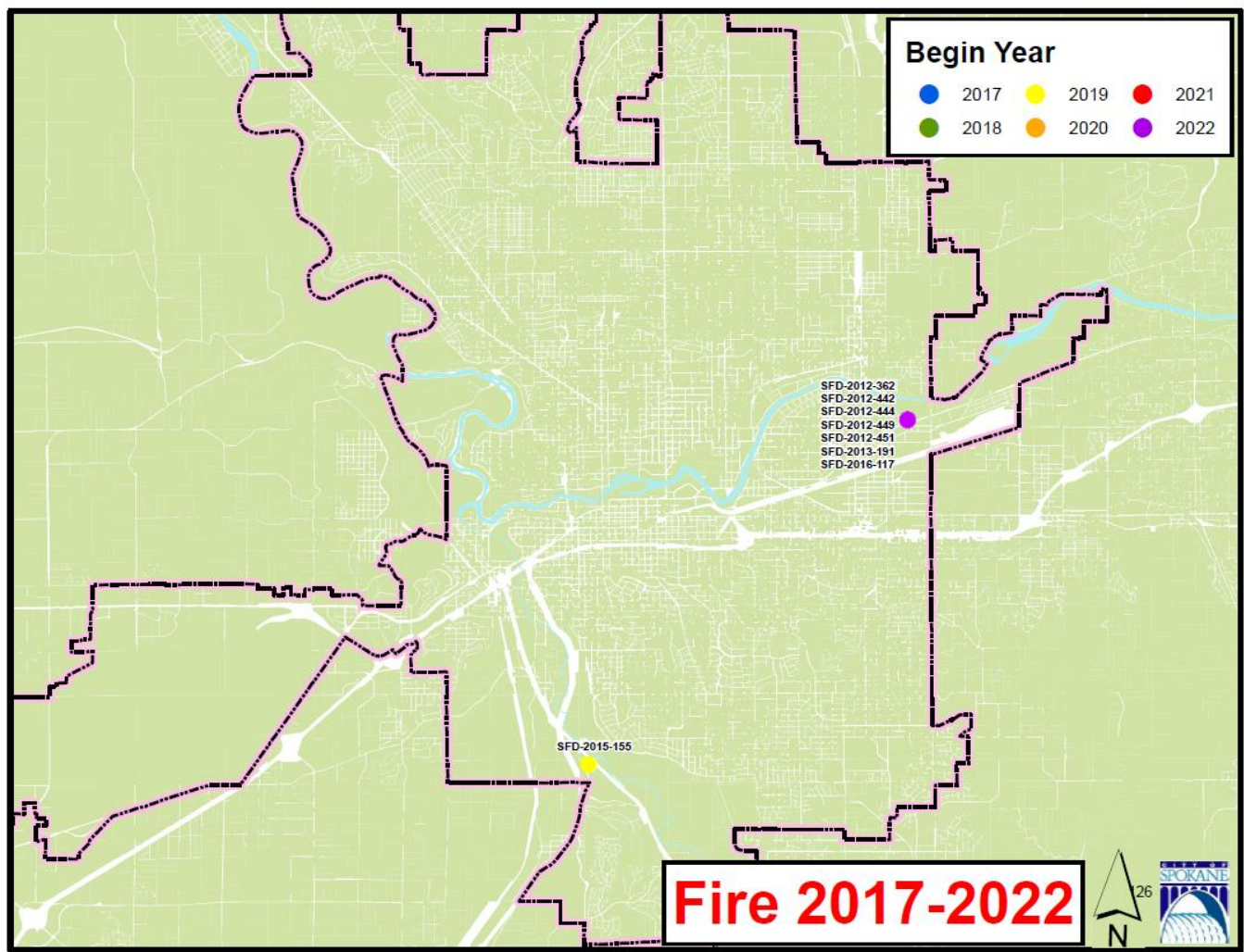
Department	2017	2018	2019	2020	2021	2022	Total
Asset Management	\$ 2,062,680	\$ 15,342,662	\$ 6,119,758	\$ 6,450,402	\$ 11,915,900	\$ 980,000	\$ 42,871,402
Fire	\$ 3,408,960	\$ 2,803,245	\$ 5,438,817	\$ 3,045,455	\$ 3,422,568	\$ 3,255,209	\$ 21,374,254
Information Technology	\$ 2,406,607	\$ 2,650,000	\$ 2,500,000	\$ 2,452,000	\$ 2,450,000	\$ 2,450,000	\$ 14,908,607
Library	\$ 0	\$ 45,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 45,000
Parks and Recreation	\$ 28,399,811	\$ 16,504,453	\$ 17,528,600	\$ 10,959,213	\$ 20,497,075	\$ 1,807,500	\$ 95,696,652
Police	\$ 2,191,042	\$ 1,809,162	\$ 2,679,339	\$ 2,923,817	\$ 1,934,233	\$ 1,690,442	\$ 13,228,035
Solid Waste Collection	\$ 340,000	\$ 100,000	\$ 3,290,000	\$ 1,700,000	\$ 2,200,000	\$ 1,950,000	\$ 9,580,000
Solid Waste Disposal	\$ 3,400,000	\$ 3,335,000	\$ 3,385,000	\$ 2,775,000	\$ 1,150,000	\$ 2,850,000	\$ 16,895,000
Streets	\$ 49,413,628	\$ 41,362,827	\$ 22,706,041	\$ 32,729,487	\$ 30,600,325	\$ 23,337,295	\$ 200,149,603
Wastewater Management	\$ 134,842,860	\$ 96,107,052	\$ 83,712,446	\$ 27,327,435	\$ 11,855,000	\$ 8,040,000	\$ 361,884,793
Water	\$ 11,367,000	\$ 17,650,000	\$ 18,835,000	\$ 17,160,000	\$ 19,265,000	\$ 1,230,000	\$ 85,507,000
Total	\$ 237,832,588	\$ 197,709,401	\$ 166,195,001	\$ 107,522,809	\$ 105,290,101	\$ 47,590,446	\$ 862,140,346



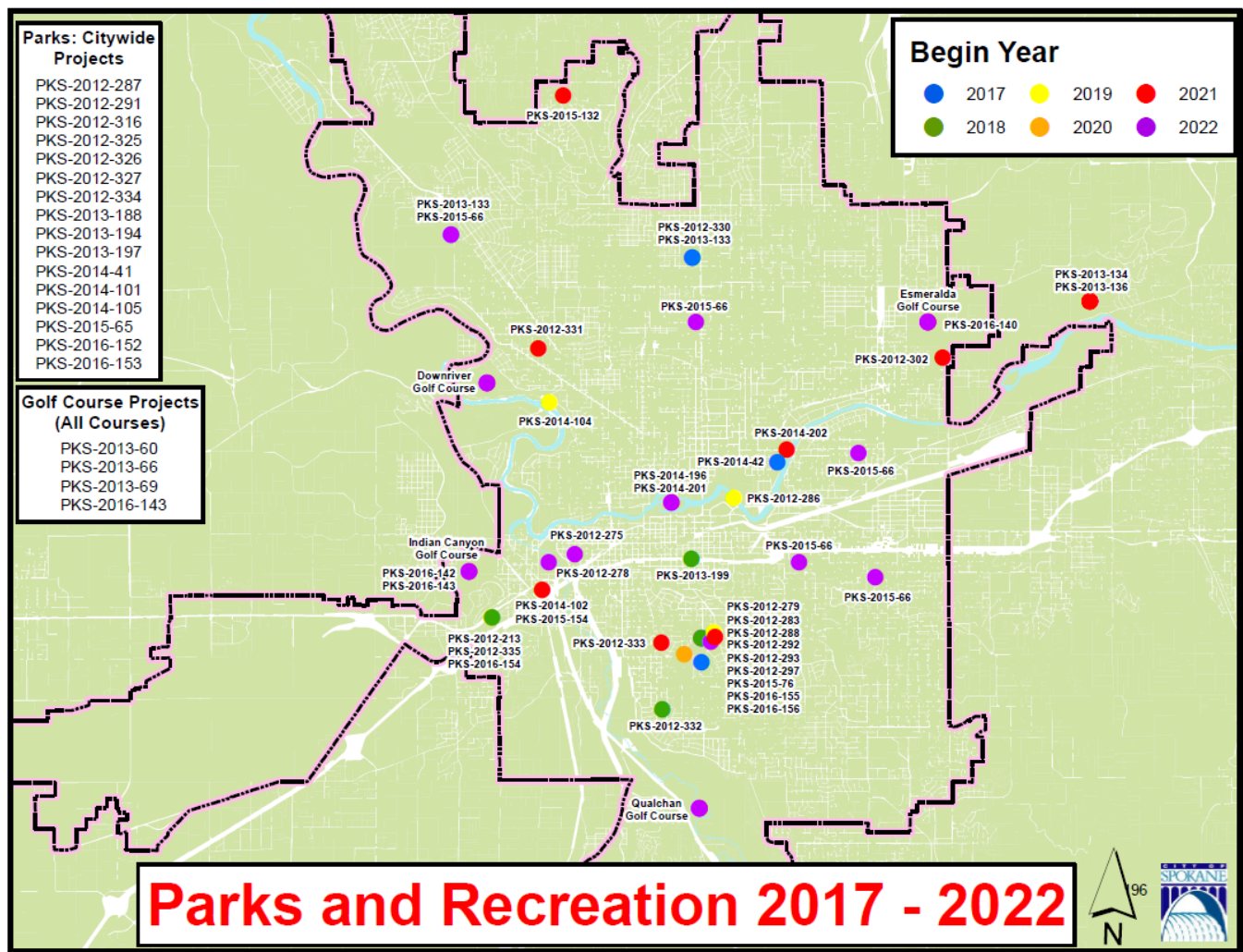
Wastewater Management (41.98 %)
Streets (23.22 %)
Parks and Recreation (11.10 %)
Water (9.92 %)
Asset Management (4.97 %)
Fire (2.48 %)
Solid Waste Disposal (1.96 %)
Information Technology (1.73 %)
Police (1.53 %)
Solid Waste Collection (1.11 %)
Library (0.01 %)



Map of Asset Management's Capital Investments Map
 [pg. 11: a majority of the investments will be within the CEZ]

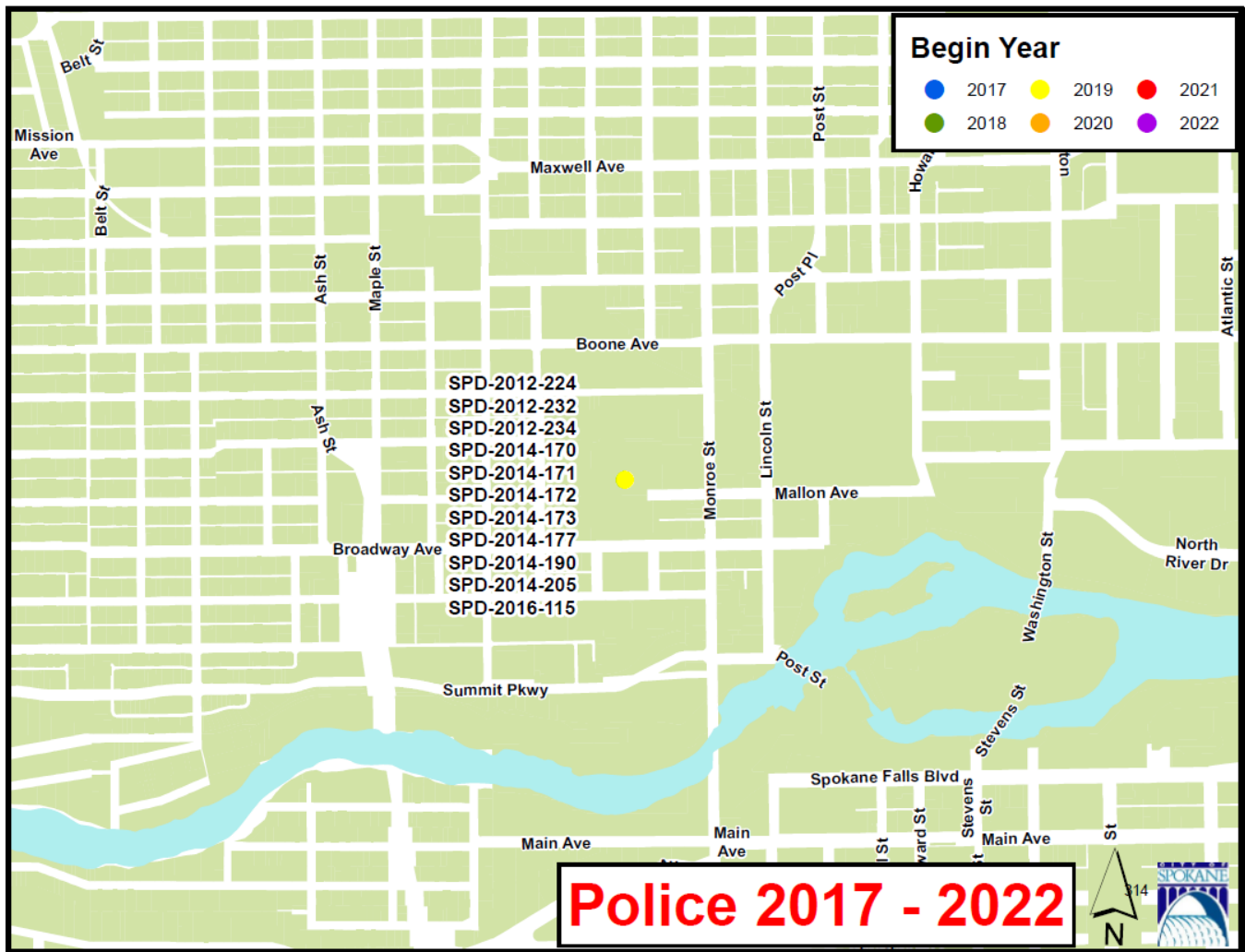


Fire Department Capital Investments Map
[pg. 125 2022 investments are within the CEZ]

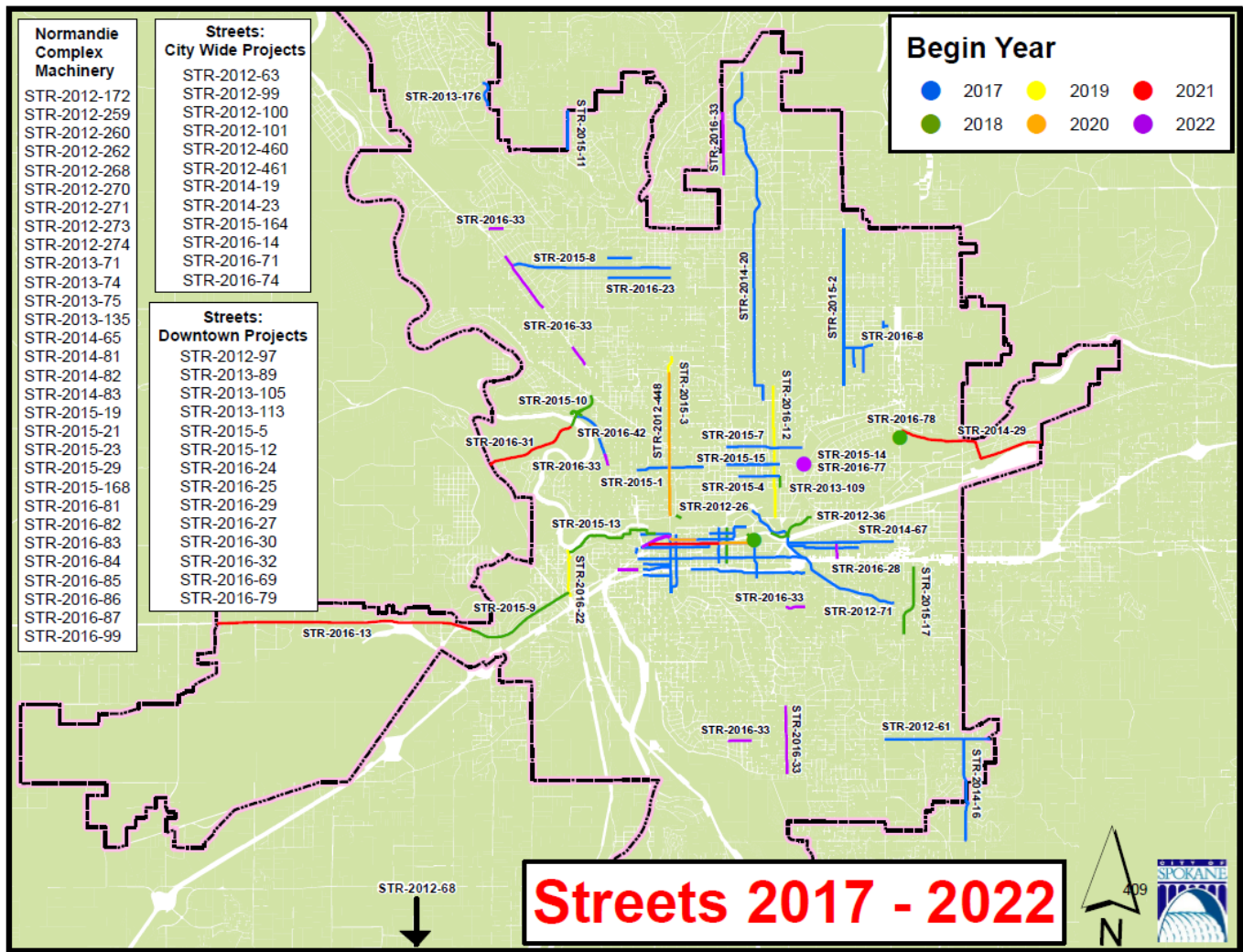


Parks and Recreation Capital Investment Map

[pg. 196 The majority of the Capital Investment occurring within the core of the City and within the CEZ.]

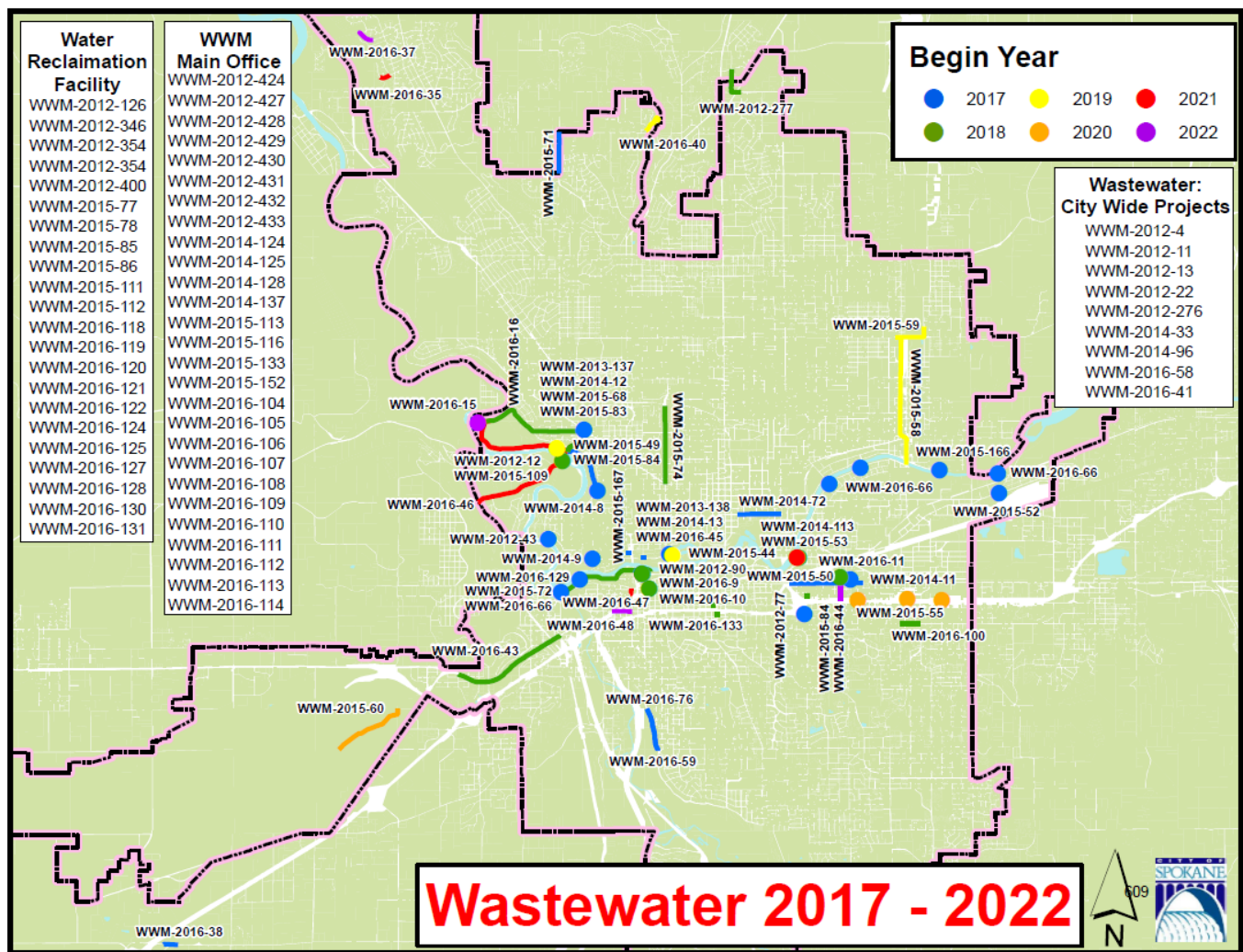


Police Department Capital Investments Map
 [pg. 314 investment occurs in the heart of the CEZ]



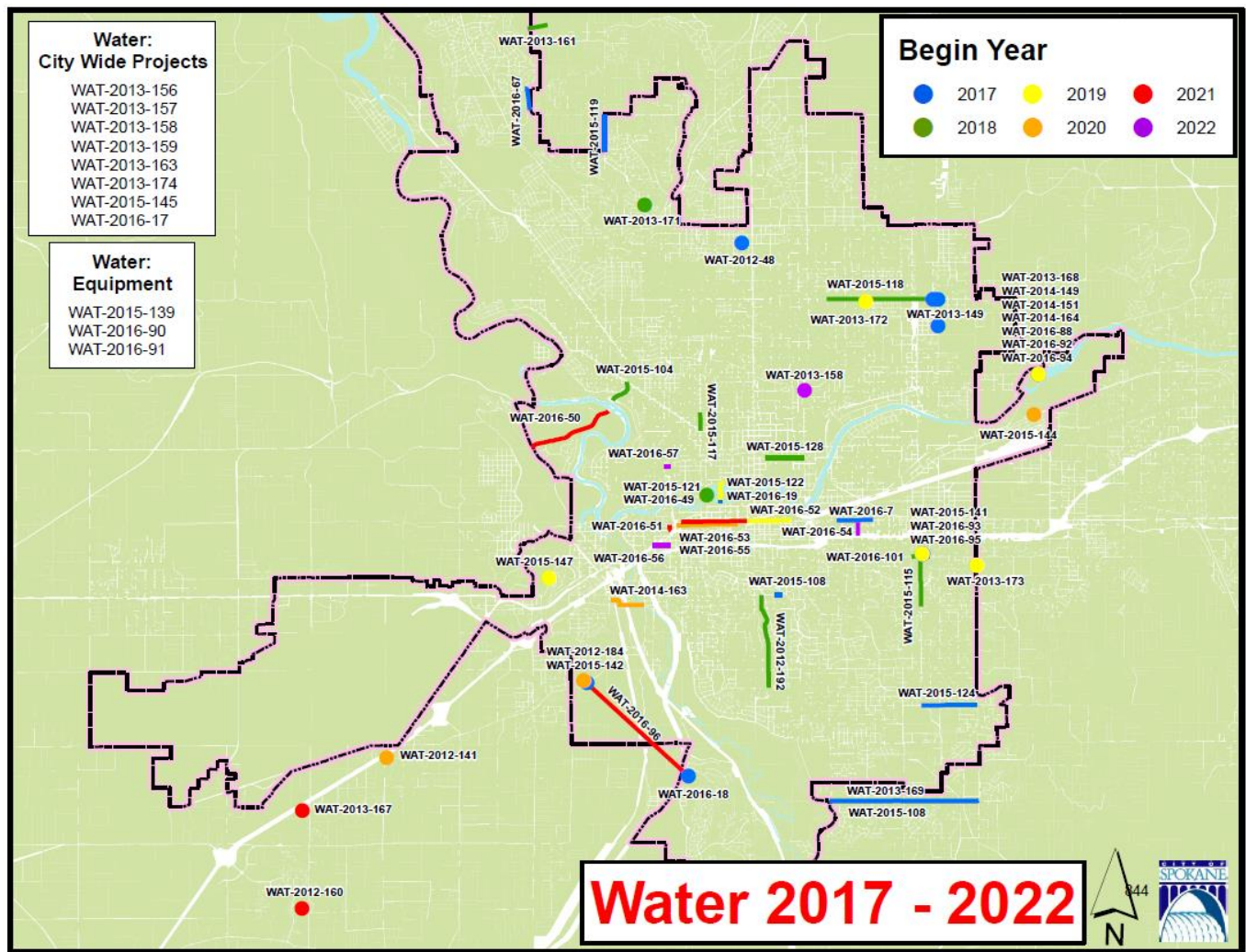
Streets Department Capital Investments Map

[pg. 409 Preponderance of the Streets Capital investments will be made within the CEZ]



Wastewater Capital Investments Map

[pg. 609 virtually all capital investment will occur within the CEZ]



Water Capital Investment Map

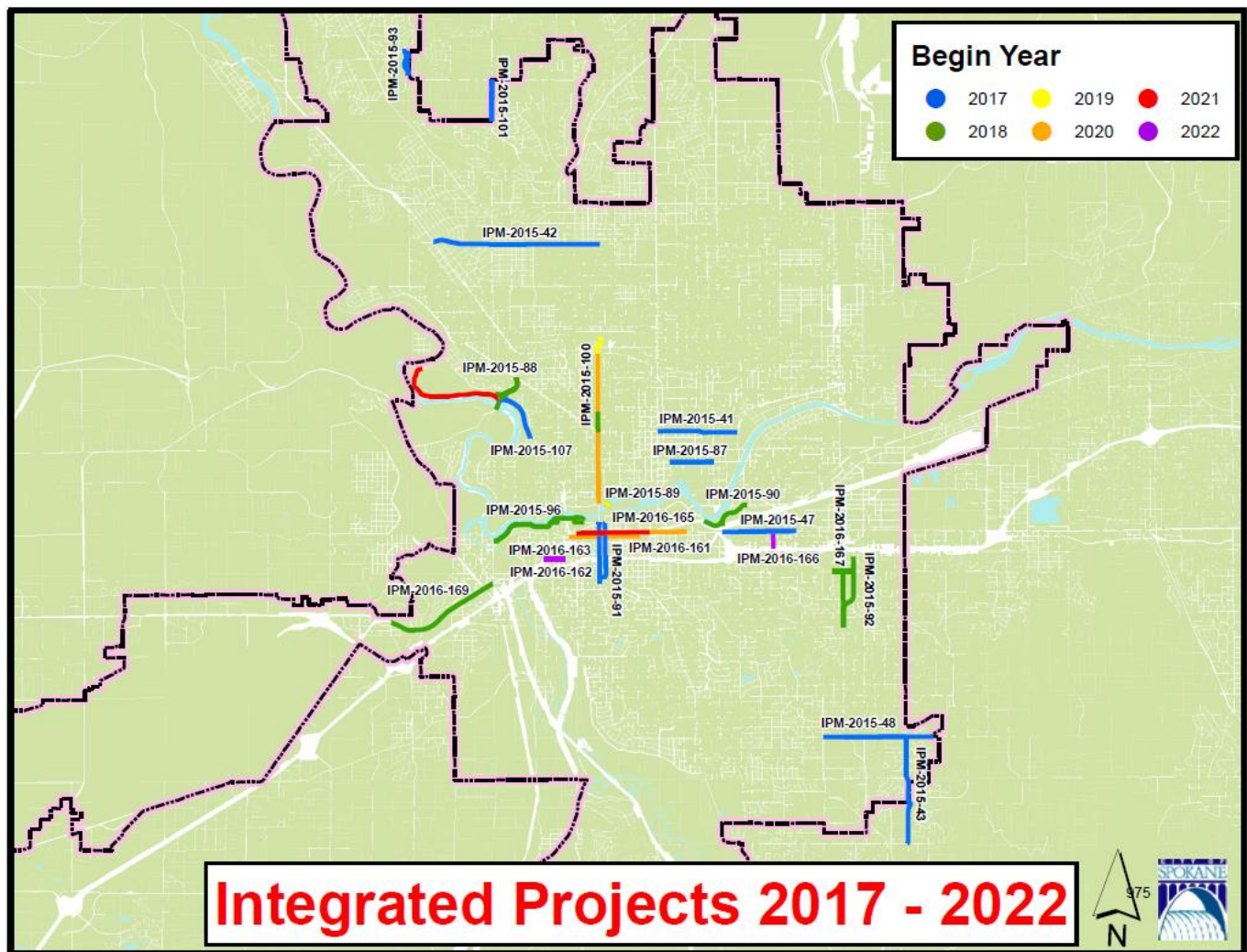
[pg. 844 A significant portion of the capital investments will occur within the CEZ]

Integrated Projects [excerpt pg. 972]

Background

Maintaining the public infrastructure, from streets to sewer lines, that serves, as the community backbone is one of the most important responsibilities of City government. The Citywide Capital Improvement Program is a tool to identify needs the City intends to address over the next six years from all our service areas. These needs are based on the City's Comprehensive Plan goals. Our goals are: (1) Provide Transportation choices; (2) Accommodate access to daily needs and regional destinations; (3) Maximize benefits with integrated public investments; (4) Promote economic opportunity and fiscal responsibility; (5) Enhance public health and safety; (6) Respect Natural & Neighborhood Assets

The challenge is to not only meet these goals but to also consider all the ways streets are used. Ultimately, we want to broaden the traditional definition of streets from one that just considers the variety of mobility uses to a three-dimensional view that also includes belowground connectivity for public utilities such as sewer, water and stormwater. Integrated projects are the result of looking at the street right-of-way in this new way—three-dimensionally.



Integrated Projects Department Capital Investment Map
[pg. 975 most capital investment is centered within the CEZ]

Attachment A: Spokane's Community Empowerment Zone Boundary Map (Black and White)

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- Freeway
- Highway
- Major Arterial
- Minor Arterial

