

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 2 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **March 15, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **146 834 4076** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

**To participate in virtual public comment:**

Sign up to give testimony at <https://forms.gle/RtciKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, March 15, 2021, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

**To participate in Open Forum:**

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtFGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, March 15, and will close at 6:00 p.m.** Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

**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 the first open forum more often than once per calendar 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**

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum 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.

**Rule 2.7        SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 2.15       PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public 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 and provide their city of residence as a condition of recognition. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.

- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Policy Director and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
  - 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 their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.

- f. Up to ten (10) minutes of rebuttal time may 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 (3) minutes to present their 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, MARCH 22, 2021

### **MISSION STATEMENT**

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

**MAYOR NADINE WOODWARD**

**COUNCIL PRESIDENT BREEAN BEGGS**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER BETSY WILKERSON**

**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.

### **ADDRESSING THE COUNCIL**

- No member of the public 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 and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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 by accessing the City website at [www.spokanecity.org](http://www.spokanecity.org).

**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. Value Blanket Order Increase with Transport Equipment to increase the expenditure for Air Brakes for the Fleet Department—increase from \$49,999 to \$100,000. (Council Sponsor: Council President Beggs)<br><b>David Paine</b>          | Approve | OPR 2021-0182<br>RFQ 5272-20 |
| 2. Value Blanket with D&L Supply Co, Inc. (Moses Lake, WA) for various access frames and covers for Wastewater Maintenance—\$270,000 (incl. tax). (Council Sponsor: Council President Beggs)<br><b>Mike Lowdon</b>                          | Approve | OPR 2021-0183<br>BID 5405-21 |
| 3. Value Blanket Renewal with Spokane Tin & Sheet Iron Works, Inc. for sewer bends—\$75,000 (incl. tax). (Council Sponsor: Council President Beggs)<br><b>Mike Lowdon</b>   | Approve | OPR 2017-0131<br>BID 4326-17 |
| 4. Contract with NeoGov, Inc (El Segundo, CA) for HR Software support to include Subscription Services and Right to use NeoGov licenses from February 12, 2021, through February 11, 2022 —\$67,548.75 (incl. tax).<br><b>Michael Sloon</b> | Approve | OPR 2021-0184                |

- |  |   |  |
|--|---|--|
| <p>5. Contract with Electronic Data Collection Corp. (Syracuse, NY) for citation issuance and management, including adjudication, allowing us to transition to license plate based virtual permits, provide a customer self-service portal for permits application, citation payment and appeal requests, and replace our current LPR system—\$1,200,000. Contract begins March 15, 2021, and is a five-year contract with the option for annual extensions for Parking Services. (Council Sponsor: Council Member Stratton)</p> <p><b>Jesten Ray</b></p>  | <p>Approve</p>                                  | <p>OPR 2021-0185<br/>RFP 5315-20</p>                           |
| <p>6. Amendment to accept an additional \$44,515 in grant funding to be used in the investigation and resolution of sexual assault cases by the Spokane Police Department—\$44,515 Revenue. Total grant award: \$90,133. (Council Sponsor: Council Member Kinnear)</p> <p><b>Mike McNab</b></p>  | <p>Approve</p>                                  | <p>OPR 2021-0025</p>   |
| <p>7. Leases from Enterprise Fleet Management using Sourcwell Contract #060618-EFM for the:</p> <p style="padding-left: 40px;">a. Development Services Center of 13 Toyota Rav 4s—monthly lease amount for each vehicle is \$503.59 for 36 months. Total cost of \$235,680.12.</p> <p style="padding-left: 40px;">b. Code Enforcement Department of a Toyota Rav 4 for \$503.59 a month and a Toyota Tacoma for \$474.06 a month—Total cost of \$35,195.40.</p> <p style="padding-left: 40px;">c. Parking Meter Department of 5 Toyota Rav 4s—monthly lease amount for each vehicle is \$503.59 for 36 months. Total cost of \$90,646.20</p> <p>(Council Sponsor: Council President Beggs)</p> <p><b>David Paine</b></p> | <p>Approve<br/>All</p>                          | <p>OPR 2021-0186</p> <p>OPR 2021-0187</p> <p>OPR 2021-0188</p> |
| <p>8. Contract with Catholic Charities of Eastern Washington to provide a trial Dedicated Respite Bed Program for Community Court from March 1, 2021, through March 1, 2022—\$30,660 (incl. tax).</p> <p><b>Seth Hackenberg</b></p>  | <p>Approve</p>                                  | <p>OPR 2021-0189</p>   |
| <p>9. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p>  | <p>Approve &amp;<br/>Authorize<br/>Payments</p> | <p>CPR 2021-0002</p>   |
| <p>10 City Council Meeting Minutes: _____, 2021.</p>   | <p>Approve<br/>All</p>                          | <p>CPR 2021-0013</p>   |

## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **CITY COUNCIL SESSION**

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

(Council Briefing Center)

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

### **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

#### **APPOINTMENTS**

#### **RECOMMENDATION**

Spokane Public Library Board of Trustees: One Reappointment	Approve	CPR 1981-0400
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## **ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35971 passed by the City Council December 14, 2020, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36022      General Fund  
FROM: Private Grants (NLC), \$10,000;  
TO:      Other Misc. Charges, same amount.

(This action budgets the revenue and expenses associated with a 2021 Leadership in Community Resilience Grant from the National League of Cities.) (Council Sponsor: Council President Beggs)

**Tim Dunivant**

ORD C36028      Asset Management Fund  
FROM: Various Accounts, \$1,323,375;  
TO:      Various Accounts, same amount.

(This action budgets for loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement.) (Relates to Resolution 2021-0021) (Council Sponsor: Council Member Wilkerson)

**Michelle Hughes**

## NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2021-0019      Acknowledging and recognizing the tribes and tribal people in the Spokane area and the surrounding region; establishing regular public land acknowledgements; inviting the tribal councils in the region to take part in regular consultations; and establishing a tribal liaison to continue to build strong relationships between the tribes and the City of Spokane.(Council Sponsors: Council President Beggs, Council Members Stratton and Wilkerson)

**Council President Beggs**

RES 2021-0020      Forming an ad hoc housing action subcommittee of the City Council's Urban Experience Committee. (Council Sponsor: Council Member Kinnear)

**Brian McClatchey**

- RES 2021-0021** Of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,200,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the capital needs for replacement of parking meters; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto. (Relates to Special Budget Ordinance C36028) (Council Sponsor: Council Member Wilkerson)

**Michelle Hughes**

## **FIRST READING ORDINANCES**

- ORD C36023** Relating to the purpose of the Design Review Board; amending Spokane Municipal Code (SMC) section 04.13.015. (Council Sponsor: Council Member Kinnear)
- ORD C36024** Relating to Residential Zones Primary Uses, Downtown Zones Limited Use Standards, and Off-site Noise Impacts; amending Spokane Municipal Code (SMC) sections 17C.110.100, 17C.124.110, 17C.220.060. (Council Sponsor: Council Member Kinnear)
- ORD C36025** Relating to Environmental Standards, SEPA Categorical Exemptions and Threshold Determinations; amending Spokane Municipal Code (SMC) section 17E.050.080 Appendix B. (Council Sponsor: Council Member Kinnear)
- ORD C36026** Relating to Construction Standards, Notice of Hearing, and Awnings; amending Spokane Municipal Code (SMC) sections 17F.010.050 and 7F.040.140. (Council Sponsor: Council Member Kinnear)
- ORD C36027** Relating to Design Review Board Administration and Procedures, Land Use Application Procedures, Land Use Applications, PUD, Vesting Planned Unit Developments, and Subdivision Design Standards; amending Spokane Municipal Code (SMC) sections 17G.040.040(B), 17G.060.020(A)(3), 17G.060.070(B)(5)(c), 17G.070.220(A), and 17G.080.070(C)(5). (Council Sponsor: Council Member Kinnear)

**Amanda Beck**

**FURTHER ACTION DEFERRED**

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**NO SPECIAL CONSIDERATIONS**

**NO HEARINGS**

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**Motion to Approve Advance Agenda for March 22, 2021  
(per Council Rule 2.1.2)**

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**OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, March 22, and will close at 6:00 p.m. Instructions for participating are available on the form. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

**ADJOURNMENT**

The March 22, 2021, Regular Legislative Session of the City Council is adjourned to March 29, 2021.

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**NOTES**



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

03/22/2021

**Date Rec'd**

3/9/2021

**Clerk's File #**

OPR 2021-0182

**Renews #****Submitting Dept**

FLEET SERVICES

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #**

RFQ 5272-20

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VB301106

**Agenda Item Name**

5100-VB EXPENDITURE INCREASE TRANSPORT EQUIPMENT

**Agenda Wording**

The Fleet Department would like to increase the expenditure for the Air Brakes VB, VB201106, from \$49,999.00 to \$100,000.00, with Transport Equipment. A VB was set up using RFQ 5272-20.

**Summary (Background)**

The Air Brakes VB provides the Fleet Department with the ability to purchase as needed Air Brakes for the City Fleet. We recommend approval of the expenditure increase for the Air Brakes VB. Funding for this is included in the Fleet Department budget.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 100,000

# 5100-71700-48348-53211-55660

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

PAINE, DAVID

**Study Session\Other**

March 8, 2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Breean Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

mmartinez

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	VB Expenditure Increase
<b>Date:</b>	March 8, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> The Fleet Department would like to increase the expenditure for the Air Brakes VB, VB201106, from \$49,999.00 to \$100,000.00. A VB was set up using RFQ 5272-20.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Air Brakes VB provides the Fleet Department with the ability to purchase as needed Air Brakes for the City Fleet.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval of the expenditure increase for the Air Brakes VB.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this is included in the Fleet Department budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

**Bid Response Summary**

**Bid Number** RFQ 5272-20  
**Bid Title** Air Brake Parts  
**Due Date** Wednesday, April 1, 2020 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Transport Equipment Inc.  
**Submitted By** John Nichols - Tuesday, March 31, 2020 5:41:22 PM [(UTC-08:00) Pacific Time (US & Canada)]  
johnn@transportequip.com 406-499-1800

**Comments****Question Responses**

Group	Reference Number	Question	Response
Delivery			
	1.	Vendor agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within 3 Business Days ARO.	yes
	1a.	If vendor cannot meet delivery deadline, please provide a proposed delivery deadline.	n/a
	2.	Delivery shall be made to City of Spokane Fleet Services, 915 N. Nelson St., Spokane, WA	I Acknowledge
	3.	Deliveries are usually accepted Monday through Friday between the hours of 7:30am and 4:00pm except on holidays.	I Acknowledge
Payment Terms			
	1.	Vendor agrees to accept Visa credit card payment at no additional fee.	Yes
	2.	Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the Vendor and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I Acknowledge
Sales Tax			
	1.	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the Vendor or paid by the City as use tax.	I Acknowledge
Additional Items			
	1.	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Vendor agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration			

1.	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Vendor shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the Vendor 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.	I Acknowledge
2.	Vendor's Business Registration No.	Unified business #601838350, Business ID #001
Specifications		
1.	The purpose of this Bid is to provide the City of Spokane, Fleet Services Department, with supply of air brake parts. A value blanket order will be awarded for a one (1) year period beginning April 1, 2020 and ending on March 31, 2021. Air brake parts shall be supplied on an "as needed basis" and shall be fully operational and ready for service when received.	I Acknowledge
2.	Quantities indicated on pricing tab are anticipated purchase quantities only. Actual purchases may vary more or less. No quantities are guaranteed.	I Acknowledge
3.	Upon mutual agreement with the Vendor, the City reserves the right to renew this value blanket order on an annual basis for up to four (4) additional years.	I Acknowledge
4.	The successful Vendor must provide at least one (1) price list (to which the discount applies).	I Acknowledge
5.	Delivery of air brake parts is required within two (2) business days of placement of order.	I Acknowledge
6. Keep-Fill and Rotation of Stock	Vendor shall deliver a "keep-fill" order once a week and at the same time rotate the stock.	I Acknowledge
7. Brake shoe lining grade	Brake shoe lining grade shall be Haldex GD or equivalent.	I Acknowledge
8. Brake drum alternate item allowed	TRP is the only other brand allowed as an alternate product for brake drums.	I Acknowledge
Terms & Conditions		
1.	All freight charges shall be the responsibility of the winning Vendor.	I Acknowledge

2.	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple Vendors.	I Acknowledge
3.	The Vendor must be able to service any items purchased by the City. The Vendor, therefore, must comply with one of the following: A. Be an authorized factory dealer for the area including the City of Spokane. B. provide satisfactory proof by the manufacturer that service will be guaranteed. C. Submit a 100% Performance Bond for the life of the equipment.	I Acknowledge
4.	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of quote.	I Acknowledge
5.	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Quote invitation.	I Acknowledge
6.	Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of quotes.	I Acknowledge
7.	Vendor (____) IS) (____) IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
8.	Vendor (____) IS) (____) IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
9.	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I Acknowledge
10.	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I Acknowledge
11.	If the product differs from the provisions contained herein, these differences must be explained in detail.	I ACKNOWLEDGE
12.	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I Acknowledge

13.	Quoteing Errors: When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.	I Acknowledge
14.	Rejection of Quotes: The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.	I Acknowledge
15.	Award of Contract: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Unsuccessful Bidders will not automatically be notified of Quote results.	I Acknowledge
Polychlorinated Biphenyls (PCBs)		
1.	Do you have reason to believe the product packaging contains measureable levels of PCBs?	No
2.	If so, were PCBs found at a measureable level?	Don't Know
3.	As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
4.	If so, attach the results or note from whom the results can be obtained.	
5.	Do you have reason to believe the product contains measureable levels of PCBs?	No
Evaluation of Quotes		
1.	Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I Acknowledge
Original Equipment Manufacturer		

1.	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product. Please include Name, Address, and Zip.	Volvo Trucks North America Headquarters P.O. Box 26115 Greensboro, NC 27402-6115
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## Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Brake Parts								
	1	Webb Part #65152B	Base	EA	4.00	\$115.00	\$460.00	
	2	Webb Part #65162F	Base	EA	2.00	\$217.00	\$434.00	
	3	Webb Part #668268	Base	EA	26.00	\$235.75	\$6,129.50	
	4	Webb Part #66884F or #77864W	Base	EA	50.00	\$114.25	\$5,712.50	
	5	Webb Part #77800BW	Base	EA	4.00	\$152.50	\$610.00	
	6	Webb Part #61528B	Base	EA	2.00	\$115.25	\$230.50	
	7	Webb Part #66854B	Base	EA	25.00	\$215.00	\$5,375.00	
Brake Shoes								
	8	#4707Q	Base	EA	80.00	\$19.75	\$1,580.00	
	9	#4707QHM	Base	EA	8.00	\$25.00	\$200.00	
	10	#4709E2	Base	EA	44.00	\$20.00	\$880.00	
	11	#4702Q	Base	EA	4.00	\$16.75	\$67.00	
	12	#4715R	Base	EA	20.00	\$22.25	\$445.00	
	13	#4720R	Base	EA	4.00	\$21.00	\$84.00	
	14	#4718Q	Base	EA	8.00	\$27.75	\$222.00	
	15	#4711R	Base	EA	32.00	\$22.00	\$704.00	
	16	#4726E	Base	EA	60.00	\$27.00	\$1,620.00	
Hardware & Bushing Kits								
	17	Euclid #E-11973	Base	EA	1.00	\$12.00	\$12.00	
	18	Euclid #E-3869	Base	EA	1.00	\$19.97	\$19.97	
	19	Euclid #E-10760	Base	EA	24.00	\$13.12	\$314.88	
	20	Euclid #E-2769SHD	Base	EA	90.00	\$12.25	\$1,102.50	
	21	Euclid #E-10244S	Base	EA	36.00	\$16.75	\$603.00	
	22	Euclid #E-9064	Base	EA	1.00	\$11.64	\$11.64	
	23	Euclid #E-9052	Base	EA	2.00	\$46.50	\$93.00	

24	Euclid #E-9644	Base	EA	1.00	\$19.50	\$19.50
S-CAM Kits						
25	Euclid #E-10897	Base	EA	1.00	\$23.35	\$23.35
26	Euclid #E-2086B	Base	EA	1.00	\$10.50	\$10.50
27	Euclid #E-2125	Base	EA	1.00	\$8.87	\$8.87
28	Euclid #E-3993B	Base	EA	16.00	\$9.02	\$144.32
29	Euclid #E-5501	Base	EA	6.00	\$15.00	\$90.00
Air Dryer Cartridges						
30	Wabco 1200 Cartridge #5008414	Base	EA	45.00	\$55.94	\$2,517.30
31	Wabco 1200 Turbo Valve #R950013	Base	EA	2.00	\$27.12	\$54.24
32	Wabco 1200 Purge Valve #R950014	Base	EA	18.00	\$46.75	\$841.50
33	Wabco 1200 Heater Kit #R950015	Base	EA	2.00	\$57.50	\$115.00
34	AD-9 Cartridge #107796X	Base	EA	25.00	\$23.25	\$581.25
35	AD-9 Housing w/ Heater #5004341X	Base	EA	18.00	\$51.50	\$927.00
36	AD-9 Purge Valve Kit #5005037	Base	EA	2.00	\$29.95	\$59.90
37	AD-IP Catridge #109493X	Base	EA	65.00	\$65.50	\$4,257.50
38	AD-IP Check Valve Kit #109494	Base	EA	2.00	\$10.43	\$20.86
39	AD-IP Heater Kit #109495	Base	EA	2.00	\$62.58	\$125.16
40	AD-IP Bolt Kit #109498	Base	EA	2.00	\$58.00	\$116.00
41	AD-IP Purge Kit #K022105	Base	EA	90.00	\$87.25	\$7,852.50
Brake Chambers						



42	Type 20 MGM Part #1420001	Base	EA	2.00	\$46.00	\$92.00
43	Type 24 MGM Part #1640001	Base	EA	2.00	\$51.50	\$103.00
44	Type 30 MGM Part #1430001	Base	EA	5.00	\$43.75	\$218.75
45	3030 MGM #3430051	Base	EA	35.00	\$81.00	\$2,835.00
46	3030LS MGM #3230951	Base	EA	17.00	\$97.28	\$1,653.76
47	3036 MGM #3433051	Base	EA	8.00	\$152.25	\$1,218.00
Slack Adjusters						
48	Part #40010140	Base	EA	6.00	\$84.50	\$507.00
49	Part #40010141	Base	EA	4.00	\$84.50	\$338.00
50	Part #40010143	Base	EA	15.00	\$84.50	\$1,267.50
51	Part #40010144	Base	EA	2.00	\$84.50	\$169.00
52	Part #K043197	Base	EA	35.00	\$64.25	\$2,248.75
53	Part #K041877	Base	EA	8.00	\$64.25	\$514.00
54	Part #R803054 + #R803055	Base	EA	1.00	\$133.50	\$133.50
Freight						
55	Freight	Base	EA	1.00	\$0.00	\$0.00
<b>Total Base Bid</b> \$55,973.50						

**CITY OF SPOKANE - FLEET SERVICES**

915 N Nelson St.

Spokane, Washington 99202

PHONE: 509.625-7813

**QUOTE TABULATION****QUOTE NUMBER: RFQ 5272-20****DESCRIPTION: Air Brake Parts****Distribution: 59****Responses Received: 4**

Reference Number	Description	UOM	Qty	Transport Equipment Inc.	Kenworth Sales	Genuine Parts Company	Western Peterbilt
Brake Parts							
1	Webb Part #65152B	EA	4	\$460.00	\$521.32	\$541.80	\$499.52
2	Webb Part #65162F	EA	2	\$434.00	\$404.54	\$517.56	\$432.40
3	Webb Part #668268	EA	26	\$6,129.50	\$6,208.02	\$6,753.24	\$5,794.10
4	Webb Part #66884F or #77864W	EA	50	\$5,712.50	\$5,772.00	\$11,416.50	\$11,625.00
5	Webb Part #77800BW	EA	4	\$610.00	\$774.64	\$397.44	\$686.40
6	Webb Part #61528B	EA	2	\$230.50	\$211.56	\$289.42	\$268.48
7	Webb Part #66854B	EA	25	\$5,375.00	\$5,592.00	\$5,823.25	\$5,806.00
Brake Shoes							
8	#4707Q	EA	80	\$1,580.00	\$1,189.60	\$1,868.00	\$1,528.00
9	#4707QHM	EA	8	\$200.00	\$262.00	\$186.72	\$170.64
10	#4709E2	EA	44	\$880.00	\$722.48	\$1,107.92	\$906.40
11	#4702Q	EA	4	\$67.00	\$55.72	\$80.72	\$66.04

Quote: 5272-20 Air Brake Parts

Reference Number	Description	UOM	Qty	Transport Equipment Inc.	Kenworth Sales	Genuine Parts Company	Western Peterbilt
12	#4715R	EA	20	\$445.00	\$374.40	\$403.60	\$422.00
13	#4720R	EA	4	\$84.00	\$76.12	\$103.04	\$80.12
14	#4718Q	EA	8	\$222.00	\$200.56	\$258.88	\$212.00
15	#4711R	EA	32	\$704.00	\$943.04	\$816.00	\$668.16
16	#4726E	EA	60	\$1,620.00	\$1,872.60	\$2,500.80	\$1,548.00
Hardware & Bushing Kits							
17	Euclid #E-11973	EA	1	\$12.00	\$13.15	\$14.89	\$10.02
18	Euclid #E-3869	EA	1	\$19.97	\$10.10	\$14.89	\$20.13
19	Euclid #E-10760	EA	24	\$314.88	\$273.60	\$188.64	\$282.96
20	Euclid #E-2769SHD	EA	90	\$1,102.50	\$454.50	\$953.10	\$1,089.90
21	Euclid #E-10244S	EA	36	\$603.00	\$146.88	\$206.64	\$505.08
22	Euclid #E-9064	EA	1	\$11.64	\$9.28	\$9.64	\$11.22
23	Euclid #E-9052	EA	2	\$93.00	\$67.74	\$123.76	\$75.16
24	Euclid #E-9644	EA	1	\$19.50	\$15.54	\$12.30	\$17.34
S-CAM Kits							
25	Euclid #E-10897	EA	1	\$23.35	\$18.52	\$10.90	\$18.40
26	Euclid #E-2086B	EA	1	\$10.50	\$6.50	\$7.66	\$7.73
27	Euclid #E-2125	EA	1	\$8.87	\$6.37	\$5.39	\$6.04
28	Euclid #E-3993B	EA	16	\$144.32	\$111.52	\$152.00	\$128.48
29	Euclid #E-5501	EA	6	\$90.00	\$70.80	\$45.30	\$71.70
Air Dryer Cartridges							
30	Wabco 1200 Cartridge #5008414	EA	45	\$2,517.30	\$2,627.55	\$931.95	\$2,591.10
31	Wabco 1200 Turbo Valve #R950013	EA	2	\$54.24	\$80.38	\$49.66	\$79.00

Quote: 5272-20 Air Brake Parts

Reference Number	Description	UOM	Qty	Transport Equipment Inc.	Kenworth Sales	Genuine Parts Company	Western Peterbilt
32	Wabco 1200 Purge Valve #R950014	EA	18	\$841.50	\$985.68	\$639.90	\$969.12
33	Wabco 1200 Heater Kit #R950015	EA	2	\$115.00	\$149.12	\$39.62	\$146.62
34	AD-9 Cartridge #107796X	EA	25	\$581.25	\$599.50	\$495.25	\$3,625.00
35	AD-9 Housing w/ Heater #5004341X	EA	18	\$927.00	\$934.38	\$775.80	\$1,006.20
36	AD-9 Purge Valve Kit #5005037	EA	2	\$59.90	\$60.76	\$40.20	\$64.68
37	AD-IP Catridge #109493X	EA	65	\$4,257.50	\$4,741.10	\$3,407.95	\$4,399.20
38	AD-IP Check Valve Kit #109494	EA	2	\$20.86	\$22.34	\$23.18	\$21.04
39	AD-IP Heater Kit #109495	EA	2	\$125.16	\$134.18	\$163.26	\$126.48
40	AD-IP Bolt Kit #109498	EA	2	\$116.00	\$124.16	\$145.18	\$117.44
41	AD-IP Purge Kit #K022105	EA	90	\$7,852.50	\$7,821.00	\$5,821.20	\$8,187.30
Brake Chambers							
42	Type 20 MGM Part #1420001	EA	2	\$92.00	\$111.62	\$45.60	\$88.06
43	Type 24 MGM Part #1640001	EA	2	\$103.00	\$126.50	\$45.18	\$89.94
44	Type 30 MGM Part #1430001	EA	5	\$218.75	\$275.35	\$145.55	\$205.30
45	3030 MGM #3430051	EA	35	\$2,835.00	\$3,114.30	\$1,703.10	\$2,657.20
46	3030LS MGM #3230951	EA	17	\$1,653.76	\$1,769.87	\$1,208.36	\$1,444.32
47	3036 MGM #3433051	EA	8	\$1,218.00	\$1,341.60	\$799.28	\$1,094.80
Slack Adjusters							
48	Part #40010140	EA	6	\$507.00	\$415.14	\$518.94	\$466.80
49	Part #40010141	EA	4	\$338.00	\$317.72	\$345.96	\$311.20
50	Part #40010143	EA	15	\$1,267.50	\$1,194.45	\$1,297.35	\$1,167.00
51	Part #40010144	EA	2	\$169.00	\$184.52	\$172.98	\$155.60

Quote: 5272-20 Air Brake Parts

Reference Number	Description	UOM	Qty	Transport Equipment Inc.	Kenworth Sales	Genuine Parts Company	Western Peterbilt
52	Part #K043197	EA	35	\$2,248.75	\$2,141.65	\$3,218.25	\$2,453.15
53	Part #K041877	EA	8	\$514.00	\$506.40	\$0.00	\$560.72
54	Part #R803054 + #R803055	EA	1	\$133.50	\$71.10	\$163.53	\$71.44
Freight				\$0.00	\$0.00	\$0.00	\$0.00
Tax				\$4,981.64	\$5,004.96	\$5,073.64	\$5,790.00
Total				\$60,955.14	\$61,240.43	\$62,080.87	\$70,846.13

**Public Agency Name:** City of Spokane  
**Roster Type:** Vendor Roster  
**Date:** 03/26/2020  
**Time:** 02:57 pm  
**Main-Category:** Vehicles  
**Sub-Category:** Auto /Truck Parts and Accessories

---

**Vendor Roster Businesses:**

A Automotive Tire Pros  
Ag Enterprise Supply, Inc.  
Amazon.com Services, Inc.  
A STAR DISTRIBUTING, INC.  
Battery Systems, Inc.  
Blue Star Gas-Seattle Co.  
Canopy World, Inc.  
Capital Industrial  
Cascade Autocenter  
Commercial Brake and Clutch  
Custom Window Tint & Graphics, Inc  
Gilchrist Chevrolet Buick GMC, Inc.  
GUS JOHNSON FORD  
Gus Johnson Ford Inc  
IBS, Inc.  
James G Murphy Co.  
L&M TRUCK SALES INC  
LED Smart USA LLC  
LIGHTHOUSE INTERNATIONAL LTD  
MCCURLEY INTEGRITY DEALERSHIPS LLC  
Newtec, LLC  
Norlift, Inc.  
Northwest Trailer Center Inc  
One.7, Inc.  
Owen Equipment  
PASCO AUTO & TRUCK PARTS NAPA  
Peters & Keatts Equipment Inc.  
Rebuilding & Hardfacing, Inc.  
RIXIR Systems  
Roadwise, Inc  
Rogue Inc.  
Romaine Electric Corporation  
Schaefer Systems International, Inc.  
Solid Waste Systems, Inc.  
Sonsray Machinery LLC  
Toby's Body & Fender  
Transport Equipment Inc.  
Versalift NW  
Washington Auto Carriage  
WESTERN PETERBILT LLC

bdyer@warm-welcome.com; bids@batterysystems.net; bids@cimfg.com; bradb@transportequip.com; Canopycorner@frontier.com; cindyc@waauto carriage.com; clarkkeng@aol.com; colin@murphyauction.com; csuarez@bluestargas.com; CWBremerton@canopy-world.com; CWSeattle@canopy-world.com; CWTacoma@canopy-world.com; cynthia@roguefabricatorsinc.com; darmstrong@owenequipment.com; derek@industrialbolt.com; dwinebarger@roadwise-inc.com; Heath@norlift.com; hinzd@amazon.com; info@jakescustomauto.com; info@jakescustomauto.com; jamesk@transportequip.com; jcarpenter@sonsray.com; JEFF.THOMAS@MCCURLEY.NET; Jerad@roguefabricatorsinc.com; JillK@canopy-world.com; jordanb@cascadeautocenter.com; kelly@newtecsales.com; kusterr@agenterprise.com; lloyd@gilchristauto.com; mbuell@roadwise-inc.com; mhenry@westernpeterbilt.com; mikeeastman@versalift.com; MikeF@canopy-world.com; nate@norlift.com; norm@gusjohnsonford.com; paula@industrialbolt.com; renay@petersandkeatts.com; rental@lmtrucks.com; rexcobid@romaineelectric.com; rhi@rhicolville.com; roadwiseinc@comcast.net; rwheelhouse@owenequipment.com; ryanb@nwtc.biz; sales@1point7.com; sales@1point7.com; sales@swsequipment.com; service@aautotirepros.com; shaina@murphyauction.com; sharon@aautotirepros.com; steve@commercialbrake.com; tim.stilchuk@ledsmart.com.; tobys@tobysbodyandfender.com; todd@murphyauction.com; travis.mcalister@SSI-Schaefer.com; vance@rixirsystems.com; wayne@lmtrucks.com; mcavadini@kwsco.com ; bsteele@kwsco.com ; MHenry@WesternPeterbilt.com; akiourkas@westernpeterbilt.com; mkuck@westernpeterbilt.com

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

03/22/2021

**Date Rec'd**

3/2/2021

**Clerk's File #**

OPR 2021-0183

**Renews #****Submitting Dept**

WASTEWATER MANAGEMENT

**Cross Ref #****Contact Name/Phone**

MIKE LOWDON 625-7909

**Project #****Contact E-Mail**

MLOWDON@SPOKANECITY.ORG

**Bid #**

5405-21

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

RN 151

**Agenda Item Name**

4310 ACCESS FRAMES &amp; COVERS VALUE BLANKET

**Agenda Wording**

Value blanket with D&L Supply Co, Inc. (Moses Lake, WA) for various access frames and covers valued at \$270,000.00 including sales tax.

**Summary (Background)**

Request for Quotes #5405-21 Access Frames & Covers - Annual Value Blanket was issued on the City's electronic bidding portal on February 23, 2021. Two responses were received by the closing deadline on March 5, 2021. Award is correspondingly recommended to D&L Supply as the low responsive, responsible bidder. This order will be valid for one year upon Council approval, with four annual renewal options at mutual consent.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 270,000.00

# 4310-43117-35148-53210-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

GENNETT, RAYLENE

**Study Session\Other**

FINANCE 3/15/2021

**Division Director**

SIMMONS, SCOTT M.

**Council Sponsor**

PRESIDENT BEGGS

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

sjohnson@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mlowdon@spokanecity.org

**Additional Approvals**

Tax &amp; Licenses

**Purchasing**

PRINCE, THEA



## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Public Works, 4310 Wastewater Maintenance
<b>Subject:</b>	Access Frames & Covers - Annual Value Blanket
<b>Date:</b>	3/15/2021
<b>Author (email &amp; phone):</b>	Mike Lowdon, <a href="mailto:mldowdon@spokanecity.org">mldowdon@spokanecity.org</a> , x7927
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Funding for these purchases has been included in the Wastewater Maintenance Warehouse budget
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	Purchase of these products is needed to support the 2021 construction and maintenance season
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This blanket order supports efficient and competitive procurement of access frames and covers used by the department to safely restrict access to the City's sewer and stormwater systems.
<b>Background/History:</b> RFQ #5405-21 for Access Frames & Covers on Annual Value Blanket was issued to more than thirty companies via the City's electronic bidding portal on February 23, 2021. The project will close to quote submissions on March 5, 2021; award of a one-year value blanket will be correspondingly recommended to the lowest responsive, responsible bidder with four optional annual renewals at mutual consent.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>New value blanket order estimated not to exceed \$125,000.00 including tax</li> <li>RFQ #5405-21 Access Frames &amp; Covers - Annual Value Blanket</li> <li>Award recommended to lowest responsive, responsible bidder</li> <li>One-year value blanket with four annual renewal options at mutual consent</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Wastewater Maintenance Warehouse Budget Other budget impacts: None	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	



**CITY OF SPOKANE - WASTEWATER MAINTENANCE**

909 E. Sprague Avenue  
 Spokane, Washington 99202  
 PHONE: 509.625.7900

## QUOTE TABULATION

Quote Number	5405-21	
Description	Access Frames & Covers - Annual Value Blanket	
	D&L Supply Co, Inc.	Olympic Foundry, Inc.
City Standard Plan #A-12 - Access Frame & Cover - Non-Locking, "SEWER" Lettering, Qty. 100	\$ 31,500.00	\$ 32,800.00
City Standard Plan #A-12 - Access Frame & Cover - Non-Locking, "STORM" Lettering, Qty. 50	\$ 15,750.00	\$ 16,400.00
City Standard Plan #A-12, A-13 - Access Frame & Cover - Locking, "SEWER" Lettering, Qty. 50	\$ 18,250.00	\$ 18,950.00
City Standard Plan #A-12, A-13 - Access Frame & Cover - Locking, "STORM" Lettering, Qty. 50	\$ 18,250.00	\$ 18,950.00
City Standard Plan #A-12, A-13 - Access Frame & Cover - Locking, "CLEAN WATER" Lettering, Qty. 20	\$ 7,500.00	\$ 7,180.00
City Standard Plan #B-113 - Catch Basin Frame and Grate Round, Qty. 1	\$ 317.00	\$ 325.00

City Standard Plan #B-3C - Catch Basin Frame and Grate Square w/Directional Vaned Grates, Qty. 50	\$ 13,500.00	\$ 14,450.00
City Standard Plan #B-3C - Catch Basin Frame and Grate Square w/Bi-Directional Vaned Grates, Qty. 25	\$ 6,750.00	\$ 7,700.00
City Standard Plan #B-2C - Grate Guards, Qty. 75	\$ 2,625.00	\$ 2,625.00
<b>Subtotal</b>	\$ 114,442.00	\$ 119,380.00
Sales Tax (8.9%)	\$ 10,185.34	\$ 10,624.82
<b>Quote Total</b>	<b>\$ 124,627.34</b>	<b>\$ 130,004.82</b>

Lead Time Business Days ARO	60	30
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*PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.  
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.*

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

03/22/2021

<b><u>Date Rec'd</u></b>	3/3/2021
<b><u>Clerk's File #</u></b>	OPR 2017-0131
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	4326-17
<b><u>Requisition #</u></b>	VB 300840

<b><u>Submitting Dept</u></b>	WASTEWATER MANAGEMENT
<b><u>Contact Name/Phone</u></b>	MIKE LOWDON 625-7909
<b><u>Contact E-Mail</u></b>	MLOWDON@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Purchase w/o Contract
<b><u>Agenda Item Name</u></b>	4310 SEWER BENDS VALUE BLANKET RENEWAL

**Agenda Wording**

Value blanket renewal for sewer bends with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA) valued at \$75,000.00 including sales tax.

**Summary (Background)**

Bid #4326-17 was issued in January of 2017 to twenty-one companies and plan holders. Two bid responses were received. Spokane Tin & Sheet Iron Works, Inc. was correspondingly awarded a one-year value blanket order as the low, responsive bidder. Spokane Tin has agreed to renew that order for an additional year at no increase over the original bid pricing. This represents the last of four optional annual renewals upon mutual consent. No further renewal options remain.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 75,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4310-43117-35148-53210-99999

#

#

#

**Approvals**

<b><u>Dept Head</u></b>	GENNETT, RAYLENE
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	FINANCE 3/15/2021
<b><u>Council Sponsor</u></b>	PRESIDENT BEGGS

**Distribution List**

sjohnson@spokanecity.org  
mlowdon@spokanecity.org

**Additional Approvals**

Tax & Licenses

**Purchasing** PRINCE, THEA

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Public Works, 4310 Wastewater Maintenance
<b>Subject:</b>	Sewer Bend Value Blanket Renewal
<b>Date:</b>	3/15/2021
<b>Author (email &amp; phone):</b>	Mike Lowdon, <a href="mailto:mldowd@spokanecity.org">mldowd@spokanecity.org</a> , x7909
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Funding for these purchases has been included in the Wastewater Maintenance Warehouse budget
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	The last order expired on 2/28/2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This blanket order supports efficient and competitive procurement of galvanized sheet metal sewer bends in sizes ranging four to twelve inches for the 2021 construction/repair season (80% of this expenditure estimated to be used on eight-inch bends).
<p><b>Background/History:</b> Bid #4326-17 was issued in January of 2017 to twenty-one companies and plan holders. Two bid responses were received. Spokane Tin &amp; Sheet Iron Works, Inc. was correspondingly awarded a one-year value blanket order as the low, responsive bidder.</p> <p>Spokane Tin &amp; Sheet Iron Works, Inc. has agreed to renew that order for an additional year at no increase over the original bid pricing. This represents the last of four optional annual renewals upon mutual consent. No further annual renewal options remain.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Renewal of existing value blanket order with Spokane Tin &amp; Sheet Iron Works, Inc. (Spokane, WA) for \$75,000.00 including tax</li> <li>Original Bid #4326-17</li> <li>Existing order expired at the end of February 2021</li> <li>This renewal represents the last of four annual renewal options at mutual consent</li> <li>This renewal maintains the 2017 pricing through February 2022</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Wastewater Maintenance Warehouse Budget</p> <p>Other budget impacts: None</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	

# BID TABULATION

**BID NUMBER:** 4326-17  
**BID TITLE:** Sewer Bends – Annual Blanket Order  
**DUE DATE:** January 30, 2017



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400  
FAX (509) 625-6413

BIDS RECEIVED FROM:	SPOKANE TIN & SHEET IRON WORKS SPOKANE, WA		TSMF, LLC SPOKANE VALLEY, WA	
QUANTITY AND DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
50 EA 12" SEWER BENDS	\$98.00	\$4,900.00	\$97.71	\$4,885.50
50 EA 10" SEWER BENDS	\$72.00	\$3,600.00	\$85.29	\$4,264.50
1200 EA 8" SEWER BENDS	\$56.00	\$67,200.00	\$67.37	\$80,844.00
50 EA 6" SEWER BENDS	\$55.00	\$2,750.00	\$50.27	\$2,513.50
25 EA 4" SEWER BENDS	\$54.00	\$1,350.00	\$56.00	\$1,400.00
GROUND FREIGHT		\$2,750.00		\$1,000.00
<b>SUBTOTAL:</b>		<b>\$82,550.00</b>		<b>\$94,907.50</b>
<b>SALES TAX:</b>		<b>\$7,181.85</b>		<b>\$8,256.95</b>
<b>TOTAL BID:</b>		<b>\$89,731.85</b>		<b>*\$103,164.50</b>
DELIVERY TIME:	50 PIECES IN 4 DAYS FROM RECEIPT OF ORDER		ALL IN 14 WEEKS OR ALL WITHIN 6 WEEKS EXCEPT 1,000 8" IN 6 WEEKS	
			*TOTAL CORRECTED BASED ON UNIT PRICES	

The Request for bid was e-mailed to 21 companies and plan holders, with 2 bid responses received.

**PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.**

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

03/22/2021

<b>Date Rec'd</b>	3/8/2021
<b>Clerk's File #</b>	OPR 2021-0184
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR22435

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 NEOGOV SOFTWARE MAINTENANCE AND SUPPORT

**Agenda Wording**

Contract for HR Software support with NEOGOV, Inc to include Subscription Services and Right to use NEOGOV licenses for the City of Spokane. This is a 1yr contract from 2/12/21 - 2/11/22 for \$67,548.75.

**Summary (Background)**

NEOGOV's HR Software is the application used by Civil Service and HR for recruitment, selection and onboarding new employees. NEOGOV, Inc is the only supplier for Onboard, Hire Export, Candidate Text Messaging, Insight and Governmentjobs.com subscription licensing. Last year's renewal cost was \$27,659.75 including tax. The reason for the maintenance increase is the addition of NeoGov's Onboarding module.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 67,548.75

Select \$

Select \$

Select \$

**Budget Account**

# 5300 73300 18850 54820

#

#

#

**Approvals**

**Dept Head** SLOON, MICHAEL

**Division Director** SLOON, MICHAEL

**Finance** BUSTOS, KIM

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

**Additional Approvals**

**Purchasing** STOPHER, SALLY

**Council Notifications**

**Study Session\Other** Urban Experience  
3/8/2021

**Council Sponsor****Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - aduffey@spokanecity.org

Legal - modle@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

John Closs - john.closs@neogov.net

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	NEOGOV, Inc. Annual Software Maintenance and Support
<b>Date:</b>	March 8 <sup>th</sup> , 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – NEOGOV Annual Software Maintenance and Support  Utilizing Budget Account # 5300-73300-18850-54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	February 11, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support

Background/History:

NEOGOV's HR Software is the application used by Civil Service and HR for recruitment, selection and onboarding new employees. NEOGOV, Inc is the only supplier for Onboard, Hire Export, Candidate Text Messaging, Insight and Governmentjobs.com subscription licensing. Last year's renewal cost was \$27,659.75 including tax. This year's cost will be \$67,548.75 including tax. The reason for the maintenance increase is the addition of NeoGov's Onboarding module.

Executive Summary:

- Contract with NEOGOV, Inc. for Annual Software Maintenance and Support of the City's HR Recruiting system.
- Requesting \$67,548.75 including tax for the renewal of this contract.
- Term is February 12, 2021 – February 11, 2022

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:





**City of Spokane**

**CONTRACT**

**Title: HOSTING, MAINTENANCE AND  
SUPPORT FOR ONLINE APPLICATIONS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GOVERNMENTJOBS.COM D/B/A NEOGOV**, whose address is 300 Continental Blvd., Suite 565. El Segundo, California 90245, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Onboard Subscription, Hire Export Subscription, Candidate Text Messaging Subscription, Insight Subscription, and Governmentjobs.com Subscription., in accordance with Company's Order Form and Terms and Conditions, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin February 12, 2021, and run through February 11, 2022, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **SIXTY SEVEN THOUSAND FIVE HUNDRED FORTY EIGHT AND 75/100 DOLLARS (\$67,548.75)**, including tax, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

8. **ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

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

i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **INDEMNIFICATION.** The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's

own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

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

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

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

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company

will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

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

**GOVERNMENTJOBS.COM D/B/A NEOGOV**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Company's Order Form and Terms and Conditions

21-031

**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**

## NEOGOV ORDER FORM

NEOGOV:		Customer Name & Address:	
Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com		City of Spokane (WA) 808 W. Spokane Falls Blvd. Spokane, WA 99201	
Quote Creation Date:	8/10/20	Contact Name:	Pam Bergin
Quote Expiration Date:	9/10/20	Contact Email:	pbergin@spokanecity.org
Payment Terms	Annual. Net 30 from NEOGOV invoice.		
Fee Summary			
Service Description	Term	Term Fees	
Onboard Subscription (ON)	2/12/21 – 2/11/22	\$27,807.15	
Hire Export Subscription	2/12/21 – 2/11/22	\$2,000.00	
Candidate Text Messaging Subscription	2/12/21 – 2/11/22	\$3,178.35	
Insight Subscription (IN)	2/12/21 – 2/11/22	\$25,759.39	
Governmentjobs.com Subscription (GJ)	2/12/21 – 2/11/22	\$3,283.35	
<b>Total Due (2/12/21 – 2/11/22):</b>		<b>\$62,028.24</b>	

### A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

### B. Special Conditions (if any).



IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:



## Washington State Department of Revenue

## &lt; Business Lookup

## License Information:

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

**Entity name:** GOVERNMENTJOBS.COM, INC.

**Business name:** NEOGOV

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-909-085

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 300 CONTINENTAL BLVD  
STE 565  
EL SEGUNDO CA 90245-5030

**Mailing address:** 300 CONTINENTAL BLVD  
STE 565  
EL SEGUNDO CA 90245-5030

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

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

## Endorsements

Endorsements held at this I	License #	Count	Details	Status	Expiration date	First issuance
	<a href="#">Spokane General Business - Non-Resident</a>			Active	Jul-31-2021	Jan-27-2015

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

Governing people	Title
CHANG, BRIAN	
EVANGELIST, SHANE	
KOO, STEPHEN	
WANG, NICHOLAS SMITH	▼

---

**Governing people****Title**

---

## Registered Trade Names

---

**Registered trade names****Status****First issued**

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NEOGOV

Active

Feb-21-2017

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[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 9/30/2020 12:19:56 PM

**Contact us**[How are we doing?](#)**[Take our survey!](#)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2020

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

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

<b>PRODUCER</b> ABD Insurance & Financial Services 450 Sansome Street, #300 San Francisco, CA 94111  www.theabdteam.com	<b>CONTACT NAME:</b> Certificate Request <b>PHONE (A/C, No, Ext):</b> 415-483-7770 <b>FAX (A/C, No):</b> 415-483-7769 <b>E-MAIL ADDRESS:</b> TechCertRequest@theabdteam.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Berkley National Insurance Company <b>INSURER B:</b> Berkley Regional Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Governmentjobs.com, Inc. (NEOGOV) 300 Continental Blvd. Suite 565 El Segundo CA 90245	<b>NAIC #</b> 38911 29580

## COVERAGES

**CERTIFICATE NUMBER:** 57622162

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP 7011473	8/25/2020	8/25/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCA 7011474	8/25/2020	8/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			TCP 7011473	8/25/2020	8/25/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	TWC 7011475	8/25/2020	8/25/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: All Operations of the Named Insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane (WA)  
 808 W. Spokane Falls Blvd.  
 Spokane, WA 99201

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

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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ACORD 25 (2016/03)

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# Agenda Sheet for City Council Meeting of:

03/22/2021

Date Rec'd	3/9/2021
Clerk's File #	OPR 2021-0185
Renews #	

Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #	
Contact Name/Phone	JESTEN RAY 6819	Project #	
Contact E-Mail	JRAY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1460 PARKING MANAGEMENT SYSTEMS CONTRACT WITH ELECTRONIC DATA		

## Agenda Wording

Electronic Data Collection Corp. (EDC) will replace Duncan Solutions, Inc. (PAM) systems for citation issuance and management, including adjudication, allowing us to transition to license plate based virtual permits, provide a customer self-service..

## Summary (Background)

The City's current Parking Management Systems are outdated and contractually nearing their end of life. The City's contract with Duncan Solutions, Inc. ends July 18, 2021, and License Plate Recognition (LPR) contract with PCS Mobile ends April 2021. The RFP committee spent four months reviewing the six (6) proposals submitted to the City. The City selected Electronic Data Collection (EDC) Corp. through RFP 5315-20 Parking Management System(s) to provide the City with 1) AIMS Citation Management

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 1,200,000 SIP	# 5901-79221-94000-56501-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session\Other</u> Urban Experience
<u>Division Director</u>	BECKER, KRIS	<u>Council Sponsor</u> CM Karen Stratton
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	chris@aimsparking.com
<u>For the Mayor</u>	ORMSBY, MICHAEL	jray@spokanecity.org
Additional Approvals		kbecker@spokanecity.org
<u>Purchasing</u>		jwest@spokanecity.org
		korlob@spokanecity.org
		jlargent@spokanecity.org
		cwheeler@spokanecity.org;



## Continuation of Wording, Summary, Budget, and Distribution

### Agenda Wording

..portal for permits application, citation payment, and appeal requests, and replace our current LPR system. Implementation work with EDC will take up to 16 weeks. The contract will begin March 15, 2021 and is a 5-year contract with the option for annual extensions for Parking Services.

### Summary (Background)

System (CMS) with Interactive Voice Response (IVR) and Boot and Tow Module, 2) AIMS Mobile Enforcement App (Ticketer), 3) AIMS Permit Management System (PMS), 4) AIMS Web, and 5) AIMS Mobile LPR Enforcement System (LPR System). Updating the Parking Management Systems will increase efficiency for the City staff and customer satisfaction for the end user.

### Fiscal Impact

Select      \$

Select      \$

### Budget Account

#

#

### Distribution List

mvanderkamp@spokanecity.org




**City of Spokane**

**CONTRACT**

Title: **PARKING MANAGEMENT SYSTEMS**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **ELECTRONIC DATA COLLECTION CORPORATION, (EDC)**, whose address is 105 Wyoming Street, Suite 300, Syracuse, New York 13204, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. The Company will provide Parking Management Systems in accordance with the City's RFP No. 5315-20, EDC's Response to Request for Proposal attached as Exhibit B; City of Spokane's Scope of Work attached as Exhibit C; EDC Technical Compliance Matrix attached as Exhibit D; EDC Costs and Fees attached as Exhibit E; S300 attached as Exhibit F; EDC- AIMS Compass Pay IVR Flow attached as Exhibit G; EDC - AIMS Software License Agreement Hosted SLA attached as Exhibit H; EDC Service Level Agreement attached as Exhibit I; and EDC Payment Transaction Quote as Exhibit J. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS**. The Contract shall begin March 15, 2021, and run through March 14, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed on an annual basis upon mutual agreement of the Parties.
3. **COMPENSATION**. The City shall pay the Company a maximum amount not to exceed **ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00)**, including tax, in accordance with EDC's Costs and Fees attached as Exhibit E, for everything furnished and done under this Contract.
4. **PAYMENT**. The Company shall send its application for payment to Parking Services, Third Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.
8. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.
10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:
  - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
  - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
    - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
  - C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as “Additional Insured”** specifically for Company’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the



administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

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

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

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

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

20. USE BY OTHER PUBLIC ENTITIES. This Agreement is the result of a public procurement, all public agencies or public higher education institutions may utilize this agreement. The other public agencies and other public higher education institutions shall be individually responsible for their obligations to Contractor. Likewise, Contractor shall be responsible to the public agencies or public higher education institutions for its obligations

to those public agencies or public higher education institutions in any ensuing contract. Any contract between Contractor and other public agencies and/or public higher education institutions shall be separate and independent from, and not affect, the obligations owed by Contractor to the City under this Agreement. The city of Spokane makes no representations, guarantees, or warranties regarding any contract made between Contractor and other public agencies or public higher education institutions.

**ELECTRONIC DATA COLLECTION  
CORPORATION**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding Debarment
- Exhibit B – EDC's Response to Request for Proposal
- Exhibit C – City of Spokane's Scope of Work
- Exhibit D – EDC Technical Compliance Matrix
- Exhibit E – EDC Costs and Fees
- Exhibit F – S300
- Exhibit G – EDC- AIMS Compass Pay IVR Flow
- Exhibit H – EDC - AIMS Software License Agreement Hosted SLA
- Exhibit I – EDC Service Level Agreement
- Exhibit J - EDC Payment Transaction Quote

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## **EXHIBIT B**



CITY OF SPOKANE - PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
(509) 625-6400  
FAX (509) 625-6413

# REQUEST FOR PROPOSALS

City of Spokane, Washington

**RFP NUMBER:** #5315-20  
**DESCRIPTION:** PARKING MANAGEMENT SYSTEM(S)  
**DUE DATE:** MONDAY, SEPTEMBER 14, 2020  
No later than 1:00 p.m.

City of Spokane - Purchasing  
4<sup>TH</sup> Floor, City Hall  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3316

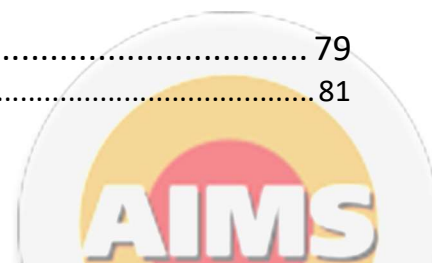


## PARKING MANAGEMENT SOFTWARE by EDC Corporation

Christopher Genung  
Electronic Data Collection Corporation  
105 Wyoming Street  
Syracuse, New York 13204  
(800) 886-6316  
(951) 505-2631 Mobile  
[chris@aimsparking.com](mailto:chris@aimsparking.com)

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## **PARKING MANAGEMENT SOLUTIONS** by EDC Corporation

### **SECTION 1 - LETTER OF SUBMITTAL**

To Whom It May Concern:

Thank you for the opportunity to respond to the Parking Management System RFP. EDC has an established record of delivering high quality, easy to use products that meet or exceed the specifications of this RFP. EDC will supply the hosted environment, backup and support, citation, enforcement and permitting software as well as mobile LPR installation and training. EDC is a preferred partner with Genetec and handles all installation, integration and support directly. We will be the prime contractor should the City select AIMS for their parking solution needs. No subcontractors are planned for this project.

EDC is a privately held S Corporation and New York State certified WBE. We will comply with agreed upon terms and conditions listed in the RFP.

This proposal is valid for one year.

Please direct any questions to:

Chris Genung  
EDC Corporation  
43925 El Lucero Pl  
Temecula, CA 92592

951-505-2631 m  
800-886-6316 o  
chris@aimsparking.com

Best regards,

**Christopher  
Genung**

Christopher Genung  
Vice President

Digitally signed by  
Christopher Genung  
Date: 2020.09.14 11:45:28  
-07'00'





## **PARKING MANAGEMENT SOLUTIONS** by EDC Corporation

### **Executive Summary**

Thank you for the opportunity to participate in the City of Spokane Parking Management System RFP. EDC Corporation is excited to propose our AIMS Parking Management Solution as the solution to the City's needs. As you review the response, you will find the proposed AIMS Solution provides an excellent fit for the requirements the City has identified for today, and offers additional capabilities and support of integration with a variety of other parking technologies that the City may choose to implement in the future to offer a long term solution.

Our AIMS Solution is provided as a SaaS solution. Details on the minimal operating specifications have been included in this response. AIMS provides a single source solution to the parking ticket management, enforcement management and integration needs identified by the City. Our AIMS Web software acts as the self-service portal for the City. This will provide the City with numerous online capabilities for customers which include (at a minimum):

- Pay or Appeal parking tickets online
- Register and purchase Residential Parking Permits
- Purchase Municipal Lot Permits
- Manage Vehicle Permits
- Integration to Payment Gateway for Online Payments

For your enforcement needs, we have included our AIMS Mobile Android App that utilizes an Android Device provided by the City, along with a separate Bluetooth Printer. AIMS Mobile provides instant real-time communication from the field to the AIMS database which includes:

- Real time transfer of ticket data upon issuance, including officer notes and digital images/video
- Real time lookup of vehicle warning/hotlist information (e.g. Scofflaw, Do not ticket)
- Real time lookup of previous ticket history including balances
- Real time lookup of vehicle permit/exemption information
- Real time lookup of Pay by Plate information.
- GPS tracking of officer locations
- QR code generation for real-time payment utilizing a smartphone

In addition, the proposed AIMS Management solution included details related to the License Plate Recognition (LPR) technology available. EDC Corporation is a certified provider of the AutoVu LPR Solution by Genetec. As such you are dealing exclusively with EDC Corporation for installation and support related to all aspects of the LPR Solution and provides additional LPR integration directly to AIMS Solution for reads, hits and ongoing enforcement. The proposed AIMS License Plate Recognition solution includes:

- AIMS Mobile LPR System utilizing Genetec's AutoVu City system
- Turn-Key Installation and training performed by EDC Corporation certified technicians
- Installation, configuration and programming for LPR Security Center
- In-Vehicle Software for Hit Reads with AIMS LPR Module for e-ticket issuance,







## **PARKING MANAGEMENT SOLUTIONS** by EDC Corporation

### Automated Lot

- Utilization Counts, automated hit transmittal with images to AIMS and complete reporting
- LPR Hit-transmittal to AIMS Mobile devices for enforcement.

EDC Corporation has over 20 years of experience dedicated to providing our comprehensive, user-friendly software for parking operations with top-notch customer service. A live person answers the phone and is readily available to assist with functional and technical questions. EDC is well recognized as a leader in the industry, providing state of the art products and a company that supports its customers like no other. A detailed Company Profile has been included with this response.

We work closely with our customers to identify means in which our applications may continue to be enhanced to meet their expanding needs. EDC will work with the City to integrate with existing technologies to enhance the parking experience for users. We encourage you to contact the references provided for first hand testimonials regarding their experience. EDC Corporation has a great reputation of customer satisfaction and meeting the needs, deadlines and goals of all projects, no matter the size.

We are pleased to propose our AIMS Solution as a recommended value-added solution for the City of Spokane, and look forward to the opportunity to provide you a first-hand look at the many benefits AIMS can provide to the City, and to having you join our long list of satisfied and long-term customers.

If there are any questions regarding this proposal, or to arrange for a demonstration I may be reached directly by email [chris@aimsparking.com](mailto:chris@aimsparking.com), toll free 1-800-886-6316, or directly 951-505-2631.

Best regards,

**Christopher  
Genung**

Christopher Genung  
Vice President

Digitally signed by Christopher  
Genung  
Date: 2020.09.14 11:45:50 -07'00'



## SECTION 2 – CITATION MANAGEMENT SYSTEM TECHNICAL PROPOSAL

The Citation Management System Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 “SCOPE OF SERVICES” and including the following elements:

- A. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm’s proposed approach and methodology for the project. This section should convey Firm’s understanding of the proposed project.

**When you choose the products offered by EDC Corporation, you become part of the EDC family. As such, EDC employees will be an integral part of this project. Chris Genung will be the initial point of contact for the City of Spokane. Chris has been part of the EDC Corporation since its’ inception, and will be the Account Manager that will manage the installation, system configuration and coordination of non-programming deliverables and training.**

**Torrance Jones is our Systems Manager located in Syracuse, NY and is directly involved in every aspect of AIMS and along with Chris, will be involved as the Project Manager. Tor is responsible for the customization and development of our Automated Issuance Management System. Tor and his team of IT support specialists have been working with EDC since 2001 and are responsible for programming AIMS to its efficient design. Tor will be the Systems Analyst that will become an integral part of the technical portion of implementation. Tor will be the project manager involved with the AIMS installation, customizations, interfaces, data imports and will be the liaison between your IT department and EDC. Tor will also be responsible for the installation and training associated with the optional AIMS Mobile LPR vehicle installations.**

**In addition to Chris and Tor, additional EDC Staff may be involved with certain aspects of the implementation project, including:**

**Scott Newton has been a member of the EDC team since 2004. Scott will install and assist with the implementation of AIMS Web e-Commerce, ensuring connectivity to your payment gateway and the AIMS application. Scott will provide continued support for AIMS and AIMS Web and will be involved with a programming/supporting role as needed.**

**Tomasz Kuczynski has been a member of the EDC team since 2012. Tomasz will provide a supporting role for programming, testing, managing interfaces, and software/hardware support. Tomasz provides ongoing technical support for AIMS and AIMS Mobile and will be involved with a programming/supporting role as needed.**

- B. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team, the Firm’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

### **Implementation Plan**

**Each account installation differs slightly in requirements and needs. The items outlined in this section describe our typical implementation plan, which includes site visitation/customer profile, data conversion, software installation, equipment installation, user training and follow-up support and maintenance. Although this is a typical implementation plan, EDC utilizes MS Project to define all of our implementation projects. Creation of this project document with detailed task definition and schedule is one of the very initial deliverables provided following the project kickoff call and**



discussion of the various integrations to be provided. EDC has developed a proven methodology for AIMS system implementations which we will follow with the City of Spokane. The typical AIMS implementation is completed in 8-16 weeks from receipt of order, but can vary depending on extent of integrations.

City of Spokane has the following responsibilities that will be detailed in the implementation plan that will be provided.

- Assign and ensure availability of City staff for planning calls
- Complete AIMS Database Setup Questionnaires
- Prepare local environment for any AIMS requirements
- Provide knowledgeable resources for interface programming/testing.
- Branding of AIMS Web (look and feel)
- Test communication and any processes required on City of Spokane infrastructure.
- Install necessary components on City infrastructure (AIMS Admin, AIMS Mobile App, AIMS Extensions).
- Provide appropriate area for Mobile LPR vehicle installation, including covered structure, power supply.

#### Project Reporting

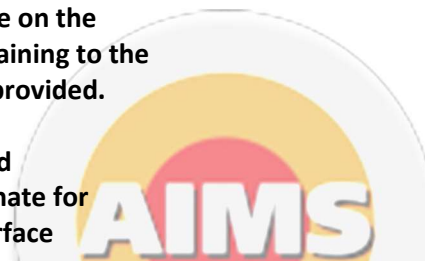
- The Project Plan is the initial “report” provided and can be used to measure the progress of the implementation project. The Project Plan will be revised as necessary as additional tasks may be added or adjusted, or if an event causes significant impact to the scheduled times.
- EDC will provide an Interfaces Document that will detail each of the interfaces provided for your implementation. For each interface; a description of the process is provided, data requirements are identified, parameters for selecting records are identified, and sample data records are included, as well as the test plan for the interface. Examples of this document can be provided upon request.
- Routine email correspondence throughout the project provides an update of status for the various aspects of the implementation. Periodic status reports will be provided.

#### Kick-Off Call

- The project begins with a Kickoff call with the principal personnel from City of Spokane and EDC.
- Project personnel introductions and responsibility identification.
- Review of required operating environment.
- Description / discussion of project and related activities.
- Identification of any constraints affecting project.
- Identification of integrations to be included.

#### Coordination and Communication

- Responsible parties are identified during the Kickoff call, and this normally identifies the lines of communication. City of Spokane parking management will normally be the lead in working with your AIMS account representative on the completion of the questionnaires and providing additional details pertaining to the system configuration and formatting of any preprinted supplies to be provided. EDC’s technical contact will coordinate with City of Spokane technical representative to collect information necessary for data conversion and integrations to be implemented with the system. They will also coordinate for system installation, web page implementation, payment gateway interface



development and testing and other technical aspects of the implementation.

#### AIMS Questionnaires

- Questionnaires specific to both the AIMS system and AIMS Web are sent to City of Spokane.
- These are reviewed with your account representative who will assist with their completion.
- The questionnaires are designed so you can provide information regarding your policies, procedures, and predefined values (violations, locations, etc.). EDC then uses these questionnaires to configure your AIMS system. This configuration is via an AIMS Admin function that is user maintainable, rather than programmatic changes.

#### Site Survey

- The site survey provides us the opportunity to assess your requirements.
- We usually spend a day or two with the parking professionals to get an understanding of their specific business rules, determine your hardware specifications, local support level and to get to know you.
- We also use this time to assist with the database setup questionnaire together with parking administrators and determine what historical data you want converted into AIMS. This questionnaire is used to preload your data structures before we install the software.
- The site survey is an incredible aid for achieving a successful implementation because it helps both the users and EDC Corporation personnel determine what needs to be done and provides a basis for what City personnel can expect.

#### Project Management

- EDC will provide a project plan shortly after the Kickoff call outlining the details of the project identifying timelines and responsibility. The project plan would be adjusted as necessary based on any potential significant events affecting the project schedule.
- The AIMS program will be installed on EDC's hosted environment to support configuration setup and testing for City.
- If data conversion is provided, this will be an initial step to allow adequate testing by City.
- All interfaces are configured and tested
- Online payment gateway and single sign-on integration is configured and tested
- Products/supplies are ordered and delivered.

#### Acceptance Testing and Final System Acceptance

- EDC Corporation will work closely with the City to provide the necessary acceptance testing and final system acceptance documentation.
- Acceptance testing will be integrated to the final project plan for each of the specific milestones defined in the project plan.

#### User Training and Go Live

- User training is on-site, hands-on, using the City of Spokane test database. This allows users to learn how to use AIMS with their data and policies already implemented in the system.
- If AIMS Mobile are purchased, training also includes enforcement personnel, with time for them to practice in the field.



- The database is refreshed – either via another data conversion with the most recent data, or restoring a backup from prior to training if data conversion is not provided.
- Users are added to the AIMS Support Suite, providing them access to the AIMS Knowledge Base and training videos, and providing the ability to initiate support requests and review current and past support events.
- City of Spokane is ready to Go Live.

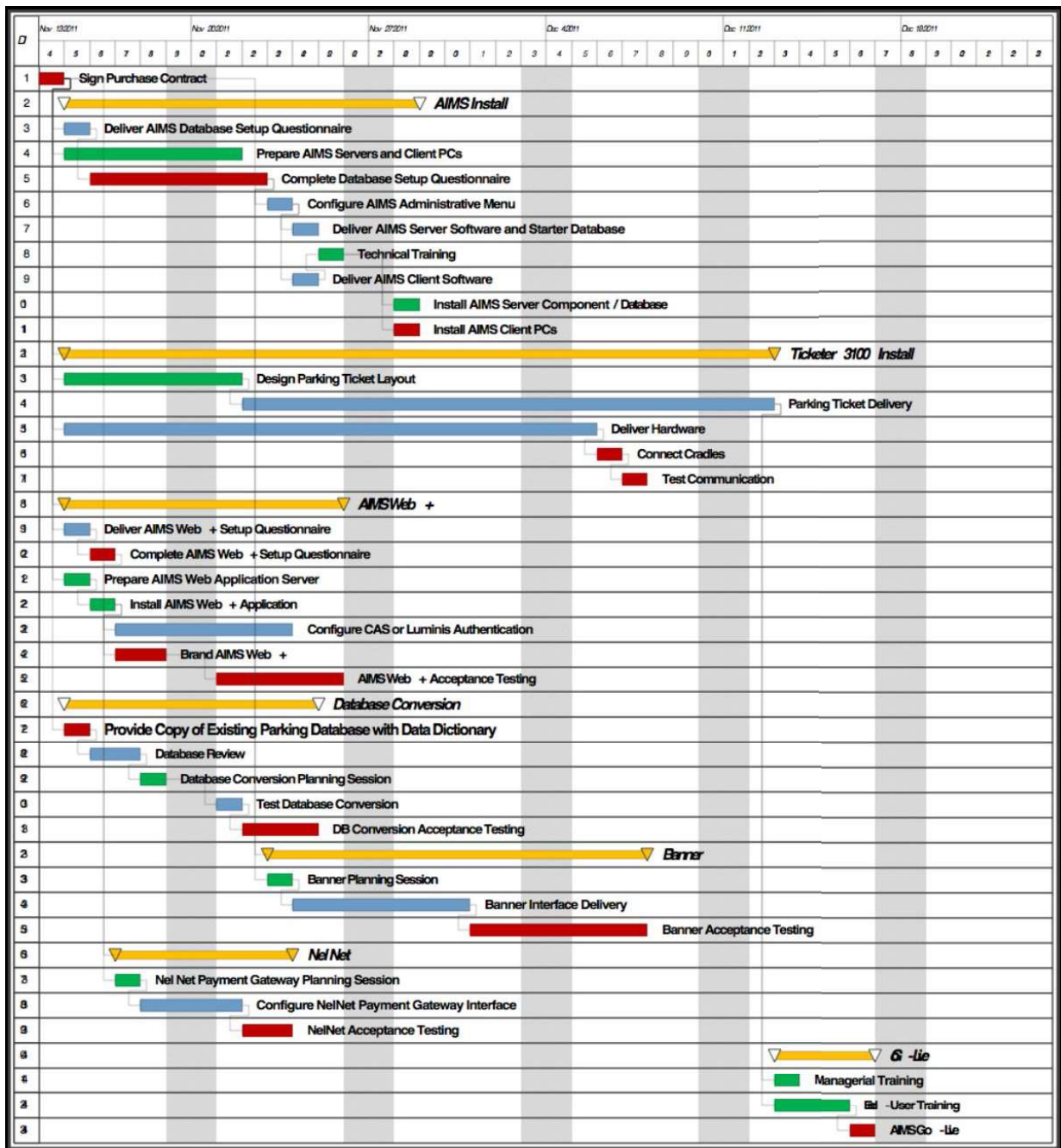
#### Data Conversion

- Perhaps the most important area in terms of installation success is data conversion. It is paramount that your historical data from your existing system is converted into the AIMS database properly to provide historical information the user needs while allowing the software system to function properly. Inaccurate data conversion can lead to frustrating inaccurate information presented to the end user.
- We will work with you to determine the existing data you wish to convert into AIMS. This varies from place to place but it is not uncommon for us to import five years of historical data from an existing system into the AIMS database.
- EDC will assign a primary System Analyst to assist with data conversion. Our System Analyst will discuss and evaluate your data structure and develop the appropriate plan for successful database conversion.
- EDC will program a database conversion tool, execute, and test. EDC has included one (1) test database conversion, and one (1) final database conversion as part of the pricing proposal.

C. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.

- A project plan specific to your implementation will be provided once data conversion and specific interface requirements are identified.
- If City of Spokane requires a complete sample project plan, a Microsoft Project Plan can be provided by email.





D. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.

**Deliverables included access to the necessary hosted environment in our proposed SaaS solution, Bluetooth thermal printers and associated LPR hardware as required by the final contract.**

E. FUNCTIONALITY – How well does the solution meet the functional requirements?

**Our AIMS solution meets your specification except where indicated in the technical matrix submitted separately.**

F. INNOVATION – The City is interested in innovation and value-added services. Firms should describe any enhanced services and features that are available to the City currently or in the near future. All associated pricing for any proposed or suggested value-add service or feature must be identified within



the designated section of the Cost Proposal (Appendix C).

#### G. CITATION MANAGEMENT SYSTEM

##### 1. Provide an overview of the Citation Management System.

**The AIMS Parking Management System tracks the life of a parking ticket from the moment of issuance, through payment, and each step in between. All of your issued ticket records are displayed on the AIMS Ticket screen where you may manually enter hand-written tickets, post payments, add unlimited comments, view all transactions associated with the ticket, generate letters, attach files, make monetary adjustments, view other tickets issued to the customer, access appeals, voids, schedule hearings, and edit ticket data. Everything you need, all on one comprehensive screen.**

**AIMS Ticket Management functionality includes:**

- 

##### **Automated Upload of Issued Tickets from AIMS Mobile**

- **Automated Registered Owner Lookup**
- **Automated Billing Statements**
- **Automatic Fine Escalations and Late Fees**
- **Payment Posting**
- **Voids/Appeals and Hearing Scheduling**
- **Repeat Offender Tracking**
- **Date or Date-Range Reporting on Issuance, Violations, Locations, and Ticket Revenue**
- **Multiple Vehicle Assignment and Tracking**



2. Describe the method by which registration information will be provided for Washington vehicles and out-of-state vehicles.

**WA DOL registered owner information requests are handled via automated batch file export and import processes. If the City has relationships with other State DMV bureaus, we can submit separate files at no charge to those entities. All other out of state vehicles will be looked up via our fully integrated EROLS registered owner information service. Transaction charges apply for EROLS lookups.**

3. Describe process in which CMS will continuously attempt to retrieve registered owner information for all unpaid parking citations without registered owner information.

**Unpaid citations can have additional plate lookups scheduled at your discretion. Unpaid citations can also be exported to your collection agency of choice.**

4. Describe the process in which the CMS will retrieve registered owner information where a citation has been issued to a VIN number when a plate number is not available at the time of citation issuance.

**Data requests will adhere to the WA DOL specification. VINs are sent instead of license plate where appropriate.**

5. Describe how the CMS can support scofflaw eligible vehicles where the violations are issued to a VIN when a plate number is not available at the time of citation issuance.

**Scofflaws are tracked per system settings regardless of VIN or license plate number on citations.**

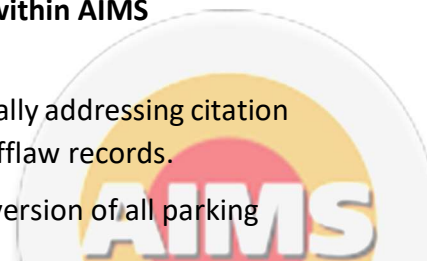
6. Describe process by which the CMS identifies records where the vehicle make or model differs between the information in the citation record and the registered owner information retrieved from the Washington DOL.

**AIMS records data import errors that are reported back with DOL plate requests. These reports are used to research and correct plate/make mismatches. Plates are automatically flagged for RO lookups and will be included in the next generated file.**

7. Describe ability to process registration holds and releases with the Washington Department of Licensing.

**We will program AIMS to meet the WA DOL specifications for holds and releases. This functionality exists within AIMS and is in use for other State DMV integrations but we have not yet programmed for State of WA. The process will send a registration hold along with amount owed. If payment is made within AIMS the hold release is transmitted. If payment is made at the WA DOL we will accept the payment information and release the hold within AIMS electronically.**

8. Provide a detailed explanation supporting the CMS transition process, specifically addressing citation collections, DOL holds, citation notice generation, and support of current scofflaw records.
  - i. Outline requirements for obtaining test data and completion of data conversion of all parking





citation and adjudication records from the existing vendor along with associated timelines for testing and conversion. **The City will provide EDC with a backup file of your existing database. We will convert this data into your AIMS database. Time to convert and test varies but is normally a 3 to 4 week process.**

- ii. Firm shall conduct a requirements analysis as part of the system delivery process. This analysis shall begin with a data analysis of the current system where Firm shall work with the City to obtain a full snapshot of the legacy data. It is preferred that this snapshot be contained in a dedicated, separate environment that is isolated from any production environment. The data analysis shall provide the following:

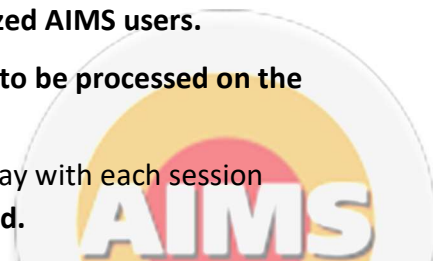
- Data to be migrated;
- Data elements needed for migration;
- Identification of gaps and transformations to meet business rules and policies based on the “as is” and “to be” processes; and,
- Identification of interface requirements and potential impacts.

**Data conversion has been explained in a previous section and covers the migration process, gap analysis and so forth. The City will have final say over the conversion process.**

- iii. Explain experience transitioning similar programs and identify risks and/or concerns with the proposed process. **Only complete records will be converted into AIMS. A full accounting of excluded data will be provided to the City. Agreement on data to be converted will be at the City’s discretion.**
  - iv. Describe how Firm intends to support the City’s current scofflaw list if the City elects not to transition all or open/active citation data. **The City will need to provide a list of plates that should be on the scofflaw list if the City does not want AIMS to manage this list based on existing ticket data. We recommend the scofflaw list be managed by AIMS from the data conversion.**
9. Explain how the City can accept and process citation payments within the CMS if a payment (cash, check, or credit card) is received at a designated City or Court location.

**Payment information can be logged directly into AIMS or imported via electronic file processing.**

10. Describe financial capabilities including how the CMS addresses:
  - i. Overpayments; **Overpayments are saved to the customer account. Overpayments can be applied to other outstanding citations, fees or permits on account or refunds can be processed.**
  - ii. Duplicate or multiple payments; **Multiple payments will be saved as account overpayments.**
  - iii. Payments applied in error; **Payments can be voided or edited by authorized AIMS users.**
  - iv. Split tender types; **Advanced payment tools allow for split tender types to be processed on the same receipt.**
  - v. Batch processing – opening and closing multiple sessions (or batches) per day with each session assigned a unique identification number; **Yes, this functionality is included.**



- vi. Applying payment to multiple citations in one transaction; **Yes, payment to multiple citations can be made in FIFO or manual citation selection for payment processing.**
  - vii. Back-dated payments; and **Payment date default can be changed by the user upon payment entry.**
  - viii. Reverse and refund of full or partial payments. **Yes, a full transaction register is included.**
  - ix. Firm should explain their experience addressing how these types of transactions are addressed, tracked, and documented within the CMS including examples of coordination with City refund processes to ensure compliance and recommend a policy that is compliant within Washington. **AIMS records each transaction with the user ID, matching ID and date/time. A register of status changes is also documented for each transaction. Refunds can be exported in daily email reports or file exports as determined by the City.**
11. Describe CMS capabilities to comply with City's adjudication processes including:
- i. Schedule multiple hearing types, multiple customers, and multiple citation hearings on the same date and time according to Court rules. **Hearing schedules and courtrooms can be defined within AIMS.**
  - ii. Ability to automatically cap the number of hearings by number or type. **Yes, the number of hearings and types of hearings is defined within AIMS setup.**
  - iii. Ability to override hearings cap based on user permissions. **Yes**
  - iv. Ability to view, edit, and close all hearings scheduled to an individual date and time. **Yes**
  - v. Send and receive financial data between the CMS and the Court's accounts receivable and collection vendors. **Yes, financial data can be exported and imported into AIMS to include all citation data with balances.**
  - vi. User IDs with security profiles that only allow judicial signatures to be applied to documents by a properly logged on judicial officer. **This is governed by the AIMS user permissions.**
  - vii. Ability to define registered owner, secondary registered owner, operator of vehicle, defendant, defense attorney of record, agency issuing citation, and officer issuing citation. **AIMS can track these individuals at the account and/or vehicle level.**
12. Provide flexible management reports for data analysis and oversight of the CMS. Firms shall describe the CMS reporting capabilities and outline relevant reports available to the City.
- Over 100 canned reports are provided with AIMS. These are sorted within financial, citation, permit, vehicle, LPR, and other categories. An integrated report designer is also included with AIMS. The report designer can be used to customize canned reports or create new reports. Some of the most popular reports our customers use are:**

- Issuer Productivity
- Violation Reports
- Hotsheet
- General Ledger Balance
- Revenue Reports
- Paid Via Reports

13. Provide CMS reporting capabilities for parking enforcement gap management and officer tracking.

A variety of Heat Maps are also available that display:

- Issued Tickets
- AIMS Mobile Location
- AMP Passes
- Permit Density
- LPR Hit Activity
- LPR Read Activity



14. Provide a brief outline of customer service options available to the City, along with typical response times for equipment repair, bug resolution, training, and reporting requests.

**All customer service is handled by EDC employees in-house. Initial response times to emails are within the hour. Immediate response times via phone during normal business hours and within 15 minutes for after-hour emergency situations.**

15. Describe approach to providing the capability for integration using open architecture industry standards with external integration capabilities. Address the data integration approach from the variety of resources and describe the methodology, development, and testing details including key milestones and deliverable dates.

- i. Identify any concerns about the available data sources and suggest any innovative approaches to integrating and presenting the information via the CMS.
  - City's cashiering system (Mitchell Humphrey). **Realtime integration capability exists within AIMS and is proposed. Automated batch payment processing is an available alternative. We do not have an existing integration with Mitchell Humphrey. This will need to be developed.**
  - City's current LPR software (Genetec) and selected Firm's LPR software. **We have an existing realtime integration with Genetec AutoVu Security Center and Patroller.**
  - City's current pay station vendor (Parkeon) and future pay station vendor (Flowbird). **We have existing integrations with Parkeon/Flowbird**
  - City's current mobile payment vendor (Passport). **We have an existing integration with Passport pay by phone applications.**
  - City's current permit management software (Accela) and selected Firm's permit management vendor. **AIMS includes a permit management toolset that we intend the City to use for permit management.**
  - City's secondary collections agency (Valley). **We have an integrated collections process which can meet your agencies needs for data exchange.**
  - The City's current customer relationship management software Salesforce/Accela.
    - The City currently utilizes Salesforce to document customer parking complaints. Salesforce has an integration with Accela where the complaint information is sent from Salesforce to Accela. The City's parking enforcement team researches the complaints and continually updates notes into Accela until the parking complaint is resolved, a warning or citation is issued, or the vehicle is immobilized, or tow is initiated. Accela then sends the resolution and any notes or supporting photos or documents to Salesforce. Describe how the CMS solution shall support this process. **AIMS does not currently have an integration with Salesforce for complaint tracking. AIMS includes reminder functionality to track complaints and handle all transactions within AIMS using ticket management tools, comments and quickletters.**
  - The City is considering implementing a "smart boot" vehicle immobilization system. Describe any current or potential integration opportunities. **We have integrations with PayLock and**

**Barnacle that handle scofflaw/payment release processes in real time.**

16. Describe proposed a solution to manage and track boot and towing operations dispatched and performed by the City staff. (If not applicable, answer N/A)

**The AIMS Boot & Module is included with the cost proposal. Boot & Tow module allows enforcement staff to document vehicle condition and contents before a boot is applied and after it is removed. In regards to tow, tow location, driver name, etc is recorded and saved with AIMS. An email report of the tow is transmitted to the tow yard in real time. All boot & tow data is saved within AIMS and shared among all Mobile Ticketer enforcement apps.**

#### H. CITATION ISSUANCE HARDWARE AND SOFTWARE

1. Provide an overview of the Citation Issuance Devices and Printers including a description and images of the citation issuance device proposed options.

**The AIMS Mobile Enforcement App provides clients with an easy-to-use, real-time parking enforcement solution utilizing the Android device of your choice. Custom parking tickets are printed to a rugged Bluetooth printer and transmitted in real-time to the AIMS Parking Management System. The AIMS Mobile App captures high-resolution color photos, voice memos, and GPS coordinates during citation issuance. Repeat violators, vehicles, and permits are searched in real-time against the AIMS database to identify any required action. AIMS Mobile also integrates in real-time with the Pay-By-Phone, Multi-Space Meter Kiosk, and LPR systems of your choice for field-viewing of active/expired parking sessions directly within the AIMS Mobile App.**

**Key features of AIMS Mobile include:**

- **Real-time transmittal of issued citations to the AIMS Database via Wi-Fi or cellular network**
- **Real-time electronic tire chalking, synced across all devices in the field**
- **High-resolution color photo capture and voice memo recording during ticket issuance**
- **Barcode scanning of permitted vehicles and vehicle registration stickers**
- **GPS coordinate tracking of issued tickets and enforcement officer routes**
- **Touch screen or voice data entry**
- **Third-Party Integration with Pay Stations, LPR Systems and Pay by Phone Systems Automated Upload of Issued Tickets from AIMS Mobile**
- **Key features of Parking Technology Integration:**
- **Pay Stations - Current Pay by Space and Pay by Plate information displays directly in AIMS Mobile.**
- **License Plate Recognition (LPR) Systems - AIMS sends habitual offender and permit information to the LPR System. AIMS Mobile receives vehicle "hit" information from LPR system including: Hotlist hits, Overtime hits, Permit hits, Shared permit hits.**

Vehicle hit location is sent to the handhelds and displayed via a map for simplified location of the violation.

- **Pay by Phone - Verifies initial or extended expiration time.**
  - **Real-time electronic tire chalking, synced across all devices in the field**
- i. Explain how the handheld(s) operates in offline mode. **The AIMS Mobile Ticketer app is real-time to the AIMS database but data files are sent to the phones each time the app is Sync'd and these files are used whenever a cellular or WiFi connection is not available. This happens automatically. The operator can prompt for updated files before they go into an area of non-connectivity. For example, before entering a parking garage where there is no cell service.**
  - ii. Describe the speed and accessibility of technical support. Support shall include the ability to submit/view/track/edit work orders online. **Emails are acknowledged within an hour and phones are answered immediately during normal business hours. After hour support is available 24/7. All trouble tickets are stored by customer account and can be viewed and edited online.**
  - iii. Explain the handheld warranty program that will be provided to the City for software and hardware support. **All equipment is covered under manufacturer warranty for 5' drops to concrete. Return shipping is included. Software support is included with new release software and product updates.**
  - iv. Describe the proposed training plan for City staff. **Training will be performed by EDC staff in all aspects of Mobile Ticketer app processing. Online tutorials are also available.**
  - v. If the City elects to retain their current equipment, describe ability to support a combined system of iOS and Android devices. **Mobile Ticketer does not operate in a iOS environment. Android only.**



### PROPOSAL SECTION 3 – PERMIT MANAGEMENT SYSTEM TECHNICAL PROPOSAL

The Permit Management System Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 “SCOPE OF SERVICES” and including the following elements:

- I. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm’s proposed approach and methodology for the project. This section should convey Firm’s understanding of the proposed project.

**When you choose the products offered by EDC Corporation, you become part of the EDC family. As such, EDC employees will be an integral part of this project. Chris Genung will be the initial point of contact for the City of Spokane. Chris has been part of the EDC Corporation since its’ inception, and will be the Account Manager that will manage the installation, system configuration and coordination of non-programming deliverables and training.**

**Torrance Jones is our Systems Manager located in Syracuse, NY and is directly involved in every aspect of AIMS and along with Chris, will be involved as the Project Manager. Tor is responsible for the customization and development of our Automated Issuance Management System. Tor and his team of IT support specialists have been working with EDC since 2001 and are responsible for programming AIMS to its efficient design. Tor will be the Systems Analyst that will become an integral part of the technical portion of implementation. Tor will be the project manager involved with the AIMS installation, customizations, interfaces, data imports and will be the liaison between your IT department and EDC. Tor will also be responsible for the installation and training associated with the optional AIMS Mobile LPR vehicle installations.**

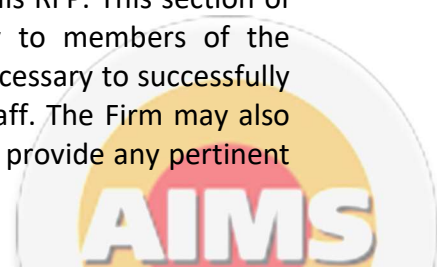
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**Scott Newton has been a member of the EDC team since 2004. Scott will install and assist with the implementation of AIMS Web e-Commerce, ensuring connectivity to your payment gateway and the AIMS application. Scott will provide continued support for AIMS and AIMS Web and will be involved with a programming/supporting role as needed.**

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#### **Implementation Plan**





Each account installation differs slightly in requirements and needs. The items outlined in this section describe our typical implementation plan, which includes site visitation/customer profile, data conversion, software installation, equipment installation, user training and follow-up support and maintenance. Although this is a typical implementation plan, EDC utilizes MS Project to define all of our implementation projects. Creation of this project document with detailed task definition and schedule is one of the very initial deliverables provided following the project kickoff call and

discussion of the various integrations to be provided. EDC has developed a proven methodology for AIMS system implementations which we will follow with the City of Spokane. The typical AIMS implementation is completed in 8-16 weeks from receipt of order, but can vary depending on extent of integrations.

City of Spokane has the following responsibilities that will be detailed in the implementation plan that will be provided.

- Assign and ensure availability of City staff for planning calls
- Complete AIMS Database Setup Questionnaires
- Prepare local environment for any AIMS requirements
- Provide knowledgeable resources for interface programming/testing.
- Branding of AIMS Web (look and feel)
- Test communication and any processes required on City of Spokane infrastructure.
- Install necessary components on City infrastructure (AIMS Admin, AIMS Mobile App, AIMS Extensions).
- Provide appropriate area for Mobile LPR vehicle installation, including covered structure, power supply.

#### **Project Reporting**

- The Project Plan is the initial “report” provided and can be used to measure the progress of the implementation project. The Project Plan will be revised as necessary as additional tasks may be added or adjusted, or if an event causes significant impact to the scheduled times.
- EDC will provide an Interfaces Document that will detail each of the interfaces provided for your implementation. For each interface; a description of the process is provided, data requirements are identified, parameters for selecting records are identified, and sample data records are included, as well as the test plan for the interface. Examples of this document can be provided upon request.
- Routine email correspondence throughout the project provides an update of status for the various aspects of the implementation. Periodic status



reports will be provided.

#### **Kick-Off Call**

- The project begins with a Kickoff call with the principal personnel from City of Spokane and EDC.
- Project personnel introductions and responsibility identification.
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#### **AIMS Questionnaires**

- Questionnaires specific to both the AIMS system and AIMS Web are sent to City of Spokane.
- These are reviewed with your account representative who will assist with their completion.
- The questionnaires are designed so you can provide information regarding your policies, procedures, and predefined values (violations, locations, etc.). EDC then uses these questionnaires to configure your AIMS system. This configuration is via an AIMS Admin function that is user maintainable, rather than programmatic changes.

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- The site survey provides us the opportunity to assess your requirements.
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understanding of their specific business rules, determine your hardware specifications, local support level and to get to know you.

- We also use this time to assist with the database setup questionnaire together with parking administrators and determine what historical data you want converted into AIMS. This questionnaire is used to preload your data structures before we install the software.
- The site survey is an incredible aid for achieving a successful implementation because it helps both the users and EDC Corporation personnel determine what needs to be done and provides a basis for what City personnel can expect.

### **Project Management**

- EDC will provide a project plan shortly after the Kickoff call outlining the details of the project identifying timelines and responsibility. The project plan would be adjusted as necessary based on any potential significant events affecting the project schedule.
- The AIMS program will be installed on EDC's hosted environment to support configuration setup and testing for City.
- If data conversion is provided, this will be an initial step to allow adequate testing by City.
- All interfaces are configured and tested
- Online payment gateway and single sign-on integration is configured and tested
- Products/supplies are ordered and delivered.

### **Acceptance Testing and Final System Acceptance**

- EDC Corporation will work closely with the City to provide the necessary acceptance testing and final system acceptance documentation.
- Acceptance testing will be integrated to the final project plan for each of the specific milestones defined in the project plan.

### **User Training and Go Live**

- User training is on-site, hands-on, using the City of Spokane test database. This allows users to learn how to use AIMS with their data and policies already implemented in the system.
- If AIMS Mobile are purchased, training also includes enforcement personnel, with time for them to practice in the field.
- The database is refreshed – either via another data conversion with the most recent data, or restoring a backup from prior to training if data conversion is

not provided.

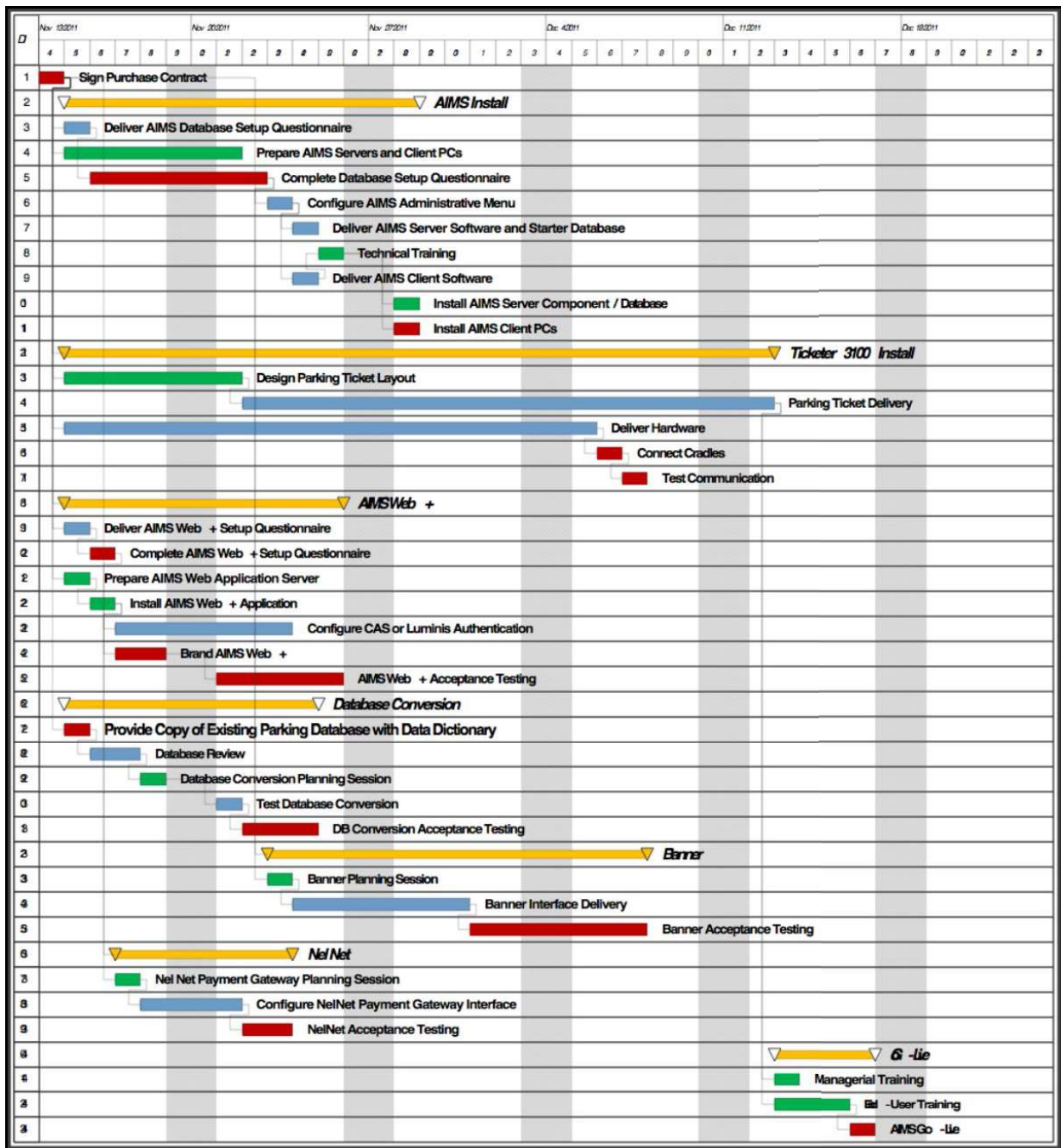
- Users are added to the AIMS Support Suite, providing them access to the AIMS Knowledge Base and training videos, and providing the ability to initiate support requests and review current and past support events.
- City of Spokane is ready to Go Live.

#### Data Conversion

- Perhaps the most important area in terms of installation success is data conversion. It is paramount that your historical data from your existing system is converted into the AIMS database properly to provide historical information the user needs while allowing the software system to function properly. Inaccurate data conversion can lead to frustrating inaccurate information presented to the end user.
- We will work with you to determine the existing data you wish to convert into AIMS. This varies from place to place but it is not uncommon for us to import five years of historical data from an existing system into the AIMS database.
- EDC will assign a primary System Analyst to assist with data conversion. Our System Analyst will discuss and evaluate your data structure and develop the appropriate plan for successful database conversion.
- EDC will program a database conversion tool, execute, and test. EDC has included one (1) test database conversion, and one (1) final database conversion as part of the pricing proposal.

- K. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- A project plan specific to your implementation will be provided once data conversion and specific interface requirements are identified.
  - If City of Spokane requires a complete sample project plan, a Microsoft Project Plan can be provided by email.





L. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.

**Deliverables included access to the necessary hosted environment in our proposed SaaS solution, Bluetooth thermal printers and associated LPR hardware as required by the final contract.**

M. FUNCTIONALITY – How well does the solution meet the functional requirements?

**Our solution meets the City's specification.**

N. INNOVATION – The City is interested in innovation and value-added services. Firms should describe any enhanced services and features that are available to the City currently or in the near future. All associated pricing for any proposed or suggested value-add service or feature must be identified within

the designated section of the Cost Proposal (Appendix C).

#### O. PERMIT MANAGEMENT SYSTEM

##### 1. Provide an overview of the Permit Management System.

**The AIMS Parking Management System simplifies your permitting operation with robust functionality. Unlimited permit types and rates can be created and managed with our easy-to-use system. Permit amounts can be defined on a daily, weekly, monthly, annual, or fixed cost basis to fit your custom needs. AIMS generates correspondence with both individual and specific groups of permit holders by integrating with your email servers. Notifying your customers of lot closures, permit renewal season, and additional correspondence is a click away and tracked directly in AIMS. Any payments are recorded directly within the AIMS Permit Screen, eliminating the need to add items to a traditional cart. Permits can be configured for payroll deduction, recurring invoicing, or up-front payments based on your specific organizational needs.**

**AIMS Permit Management functionality includes:**

- **Multiple Vehicle Assignment and Tracking**
- **Waiting List Management**
- **Inventory Tracking and Lot Utilization Surveys**
- **Custom Renewal Letters and Notifications**
- **Flexible Invoicing Options**
- **Payment Posting**
- **Online Permit Registration**
- **Permit Holder, Location, and Revenue Posting**
- **Print temporary hangtags and window decals on-demand, directly through AIMS**
- **Carpool permit management**
- **Manage Residential Permit Programs**
- **Interface with Payroll Systems, Student Information Systems, and Gate Arm Software**
- **Integrates with your permit vendor for direct fulfillment**

##### 2. Explain PMS capability to support space-based permits by which an individual can apply for a permit to reserve a specific parking space(s) to restrict parking for all vehicles.

- i. Describe integration capability to send space-based permit information to the City's meter management system(s). Such information shall include meter or pay station number, start date, and end date. **AIMS can export permit information in real time or batch processes.**
- ii. Explain ability to apply a custom amount owed by the applicant to each space-based permit application and require documentation to be submitted via the online permit application process. **Specific spaces or lot permits can be defined. Permit amounts can be fixed or interval based and pro rata schedules can be defined as well.**

- iii. Explain how notification will be sent to the meter management system(s) where a space-based permit is cancelled. **Permit status updates flag the system to update external databases.**
  - iv. Describe process to apply for vehicle (license plate-based) permits for a space-based permit. **Permits can be defined to require a specific number of vehicles Online permit sales can require at least one license plate be registered during the online purchase process.**
3. Describe similar PMS transitions and Firm experience converting to a virtual permit program. Provide a detailed explanation supporting the PMS transition process, specifically addressing existing permit timelines, established policies, and application processes.
- i. Outline requirements for obtaining test data and completion of data conversion of all permit data from the City along with associated timelines for testing and conversion. **A database backup of your PMS system will be required to being data conversion. A second backup will be required when the City is ready to go live. Benchmark testing between AIMS and PMS data will be facilitated by EDC and City employees.**
  - ii. Firm shall conduct a requirements analysis as part of the system delivery process. This analysis shall begin with a data analysis of the current system where Contractor shall work with the City to obtain a full snapshot of the legacy data. It is preferred that this snapshot be contained in a dedicated, separate environment that is isolated from any production environment. The data analysis shall provide the following:
    - Data to be migrated
    - Data elements needed for migration
    - Identification of gaps and transformations to meet business rules and policies based on the “as is” and “to be” processes.
    - Identification of interface requirements and potential impacts

**Yes, this is standard procedure during all installations.**

- iii. Explain experience transitioning similar programs and identify risks and/or concerns with the proposed process. **We recommend making existing customer re-enter vehicle information even if it already exists. It is crucial to have the most accurate plate information linked to permits when planning to transition to a virtual permitting environment.**
4. Provide flexible management reports for data analysis and oversight of the PMS. Proposer shall describe the PMS reporting capabilities and outline relevant reports available to the City.

**Over 100 canned reports are provided with AIMS. These are sorted within financial, citation, permit, vehicle, LPR, and other categories. An integrated report designer is also included with AIMS. The report designer can be used to customize canned reports or create new reports. Some of the most popular reports our customers use are:**

- Permit Holders
- Capacity Reports
- Unpaid Permits





- General Ledger Balance
- Revenue Reports
- Paid Via Reports

A variety of Heat Maps are also available that display:

- Issued Tickets
- AIMS Mobile Location
- AMP Passes
- Permit Density
- LPR Hit Activity
- LPR Read Activity

5. Explain how the City can accept and process permit payments within the PMS if a payment (cash, check, or credit card) is received at a designated City location.

**Payments can be processed within AIMS or payment files can be imported in automated scheduled processes.**

6. Describe financial capabilities including how the PMS addresses:
  - i. Overpayments; **Overpayments are saved to the customer account. Overpayments can be applied to other outstanding citations, fees or permits on account or refunds can be processed.**
  - ii. Duplicate or multiple payments; **Multiple payments will be saved as account overpayments**
  - iii. Payments applied in error; **Payments can be voided or edited by authorized AIMS users.**
  - iv. Split tender types; **Advanced payment tools allow for split tender types to be processed on the same receipt.**
  - v. Batch processing – opening and closing multiple sessions (or batches) per day with each session assigned a unique identification number; **Yes, this functionality is included.**
  - vi. Applying payment to multiple citations in one transaction; **Yes, payments to multiple citations, fees and permits can be made in FIFO or manual item selection for payments in one transaction.**
  - vii. Cancelling a permit; **Yes. This is a permit toolset available in AIMS. Customer requested cancelation may also be turned on.**
  - viii. Back-dated payments; and **Payment dates can be changed by the AIMS user.**
  - ix. Reverse and refund of full or partial payments. **Yes, a full transaction register is included with AIMS.**
  - x. Firm should explain their experience addressing how these types of transactions are addressed, tracked, and documented within the PMS including examples of coordination with City refund processes to ensure compliance and recommend a policy that is compliant within Washington. **AIMS records each transaction with the user ID, matching ID and date/time. A register of status changes is also documented for each transaction. Refunds can be exported in daily email reports or file exports as determined by the City.**

7. Provide a brief outline of customer service options available to the City, along with typical response times for equipment repair, bug resolution, training, and reporting requests.

**All customer service is handled by EDC employees in-house. Initial response times to emails are within the hour. Immediate response times via phone during normal business hours and within 15 minutes for after-hour emergency situations.**

8. Describe approach to providing the capability for integration using open architecture industry standards with external integration capabilities. Address the data integration approach from the variety of resources and describe the methodology, development, and testing details including key milestones and deliverable dates.

- i. Identify any concerns about the available data sources and suggest any innovative approaches to integrating and presenting the information via the PMS.
- City's cashing system (Mitchell Humphrey). **Realtime integration capability exists within AIMS and is proposed. Automated batch payment processing is an available alternative. We do not have an existing integration with Mitchell Humphrey. This will need to be developed.**
  - City's current LPR software (Genetec) and selected Firm's LPR software. **A real-time integration already exists with Genetec AutoVu Security Center and Patroller platforms.**
  - City's current pay station vendor (Parkeon) and future meter (MacKay) and pay station (Flowbird) vendors. **Existing integrations with Parkeon/Flowbird and MacKay meters are active in multiple AIMS accounts.**
  - City's current citation management vendor (Duncan) and selected Firm's citation management vendor. **AIMS will manage both parking citations and permits within one, fully integrated, database. We will convert the Duncan data.**

#### **PROPOSAL SECTION 4 - MOBILE LICENSE PLATE RECOGNITION SYSTEM TECHNICAL PROPOSAL**

The Mobile License Plate Recognition System Technical Proposal shall contain a comprehensive description of services with specific attention to Section 2 "SCOPE OF SERVICES" and including the following elements:

- P. PROJECT APPROACH / METHODOLOGY – Include a complete description of the Firm's proposed approach and methodology for the project. This section should convey Firm's understanding of the proposed project.

**When you choose the products offered by EDC Corporation, you become part of the EDC family. As such, EDC employees will be an integral part of this project. Chris Genung will be the initial point of contact for the City of Spokane. Chris has been part of the EDC Corporation since its' inception, and will be the Account Manager that will manage the installation, system configuration and coordination of non-programming deliverables and training.**

**Torrance Jones is our Systems Manager located in Syracuse, NY and is directly involved in every aspect of AIMS and along with Chris, will be involved as the Project Manager. Tor is responsible for the customization and development of our Automated Issuance Management System. Tor and his team of IT support specialists have been working with EDC since 2001 and are responsible for programming**



AIMS to its efficient design. Tor will be the Systems Analyst that will become an integral part of the technical portion of implementation. Tor will be the project manager involved with the AIMS installation, customizations, interfaces, data imports and will be the liaison between your IT department and EDC. Tor will also be responsible for the installation and training associated with the optional AIMS Mobile LPR vehicle installations.

In addition to Chris and Tor, additional EDC Staff may be involved with certain aspects of the implementation project, including:

Scott Newton has been a member of the EDC team since 2004. Scott will install and assist with the implementation of AIMS Web e-Commerce, ensuring connectivity to your payment gateway and the AIMS application. Scott will provide continued support for AIMS and AIMS Web and will be involved with a programming/supporting role as needed.

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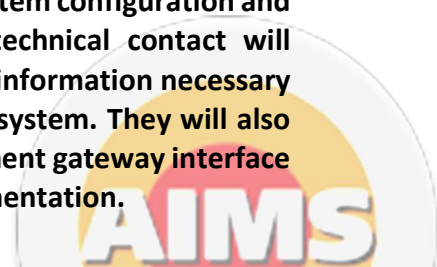
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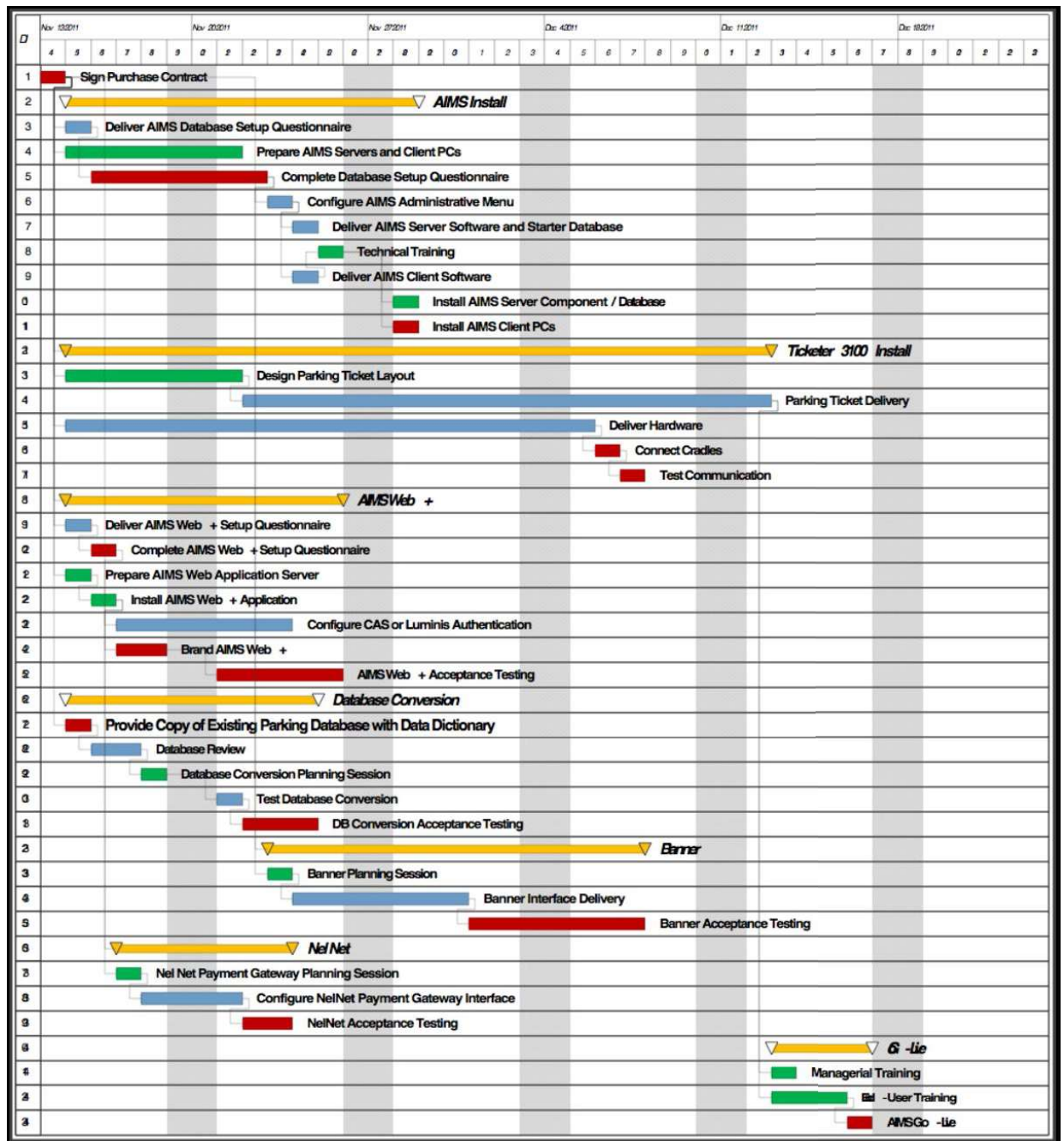
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- S. **DELIVERABLES** – Fully describe deliverables to be submitted under the proposed project. **Deliverables included access to the necessary hosted environment in our proposed SaaS solution, Bluetooth thermal printers and associated LPR hardware as required by the final contract.**
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**Our solution meets all of your requirements.**
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feature must be identified within the designated section of the Cost Proposal (Appendix C).

## MOBILE LICENSE PLATE RECOGNITION SYSTEM

1. Provide an overview of the mobile LPR technology including the service functions provided to monitor time limits, no reparking zones, paid parking/permit status and other related features.

**The AIMS Mobile LPR Enforcement System, powered by Genetec's AutoVu hardware is a complete in vehicle enforcement package. EDC Corporation provides all services including turnkey on-site installation, system setup and real-time integration with AIMS.**

**AIMS LPR automates enforcement, lot utilization, in-vehicle citation issuance from a computer and the AIMS Mobile Ticketer Enforcement App in the field.**

**LPR cameras read plates as you drive through parking lots and city streets for enforcement. With a direct connection to AIMS, the camera automatically captures vehicles in violation based upon your custom rules and locations. EDC configures the entire system based upon your needs.**

**AIMS LPR Key Features Include:**

- **Genetec AutoVu LPR Cameras, installed and maintained by EDC's Genetec Certified Staff**
- **In-Car AIMS LPR Module for e-ticket and/or ticket printing**
- **Real-Time Communication to AIMS Mobile Enforcement Units**
- **LPR Hits and Reads Reporting in AIMS**
- **Automated Lot Utilization and Reporting**
- **LPR Attachments and GPS Coordinates stored with parking citation in AIMS**

2. Explain the following:

- i. How LPR operates within dead communication areas and the communications hardware provided to mitigate this impact. **Data files are updated and transmitted to the Patrollers in one-minute intervals. Files are replaced whenever changes are recorded. A full data download occurs each time the unit is turned on. The Patrollers use data on the in-vehicle computer for enforcement so if there is a drop in communication that is not a problem.**
- ii. Define "real-time" for the proposed LPR System. **Data files are updated in 1-minute intervals whenever there are changes to information. Confirmed 'hits' are transmitted to all AIMS Mobile Ticketer apps within seconds. This information include hit type/reason, GPS location, date/time and photo(s). The photos are saved as citation attachments.**



- iii. How the LPR System will handle power lapses. **The Patroller operates from the vehicle DC electric system through an onboard capacitor. When the computer senses the power is off it initiates a shutdown procedure. When power is restored the system turns back on.**
  - iv. The speed and accessibility of technical support including the available ongoing customer support services provided to the City. **Support is available Monday through Friday from 8 am to 8 pm EST. Emergency afterhours support is included. Support can remote into the Patrollers or AIMS system for troubleshooting problems**
  - v. The LPR maintenance services and warranty program that will be provided to the City for software and hardware support. **One-year advanced replacement warranty is provided from the manufacturer. The Panasonic ToughPad has a 5-year warranty. Annual renewal is available. The software maintenance is included.**
  - vi. How the LPR System will identify and capture license plates with vertical and horizontal letters and images. **The Genetec AutoVu Z3 cameras will capture stacked and horizontal letters. The images appear in the plate photos but are not translated as text.**
  - vii. Solution for capturing non-reflective plates and specialty plates. **The AutoVu system will be set to read WA and most other state plates as they share the same reflectivity. The temporary paper plates read but not at the same accuracy as regular plates. The camera system will not read electronic plates**
  - viii. Solution for capturing reverse-contrast (dark background, light letters/numbers) plates. **The Genetec Z3 camera system proposed along with the context algorithms designed to specifically read a multitude of plates ensure the highest read capture rate in the industry.**
  - ix. LPR GPS capabilities and accuracy to demonstrate the LPR System's ability to accurately enforce no reparking ordinances at multiple distances and time limits from 15-minute time zones to 72 hour extended violations. **The GPS antenna has an accuracy of within 10-15 feet under optimal conditions. This is reduced if the Patroller is driving between tall buildings. Enforcing timed zones is only a problem if the zones are very small in design. The Patroller is programmed to automatically enforce the rules of the zone the GPS reports being in. If there are two or more zones in close proximity the Patroller operator can manually choose the zone to enforce.**
3. Provide a solution for the manual capture feature, including best practices and procedures to support timed parking.
- The Patroller allows for the manual key entry of license plates that are out of range of the camera. Once entered, they go through the same data checks as if the plate had been read by the cameras. These plates are counted and timed if the zone is a timed zone.**

**Timed parking data is shared among all Patrollers. Every plate that is read in a timed zone is added to the timer. The plate is checked for time each subsequent read no matter which Patroller vehicle reads the plate. The Patroller operator is alerted whenever a plate is overtime. In this case, two sets of photos will be sent to the AIMS Mobile Ticketer apps. The first and second plate reads along with GPS location and date/time. These photos are automatically stored with the citation**

4. Describe the daily occupancy data collection processes, including how to generate report.

**The Patroller is constantly counting plates whenever it is reading. These reads are saved within pre-defined geofence areas. Reporting is as simple as selecting the report filters (date/time, locations). A sample is below followed by the heat map. A graphical lot utilization report is also available.**

### LPR Lot Utilization by Day and Hour

Printed On: 8/27/2020 4:17:12 AM

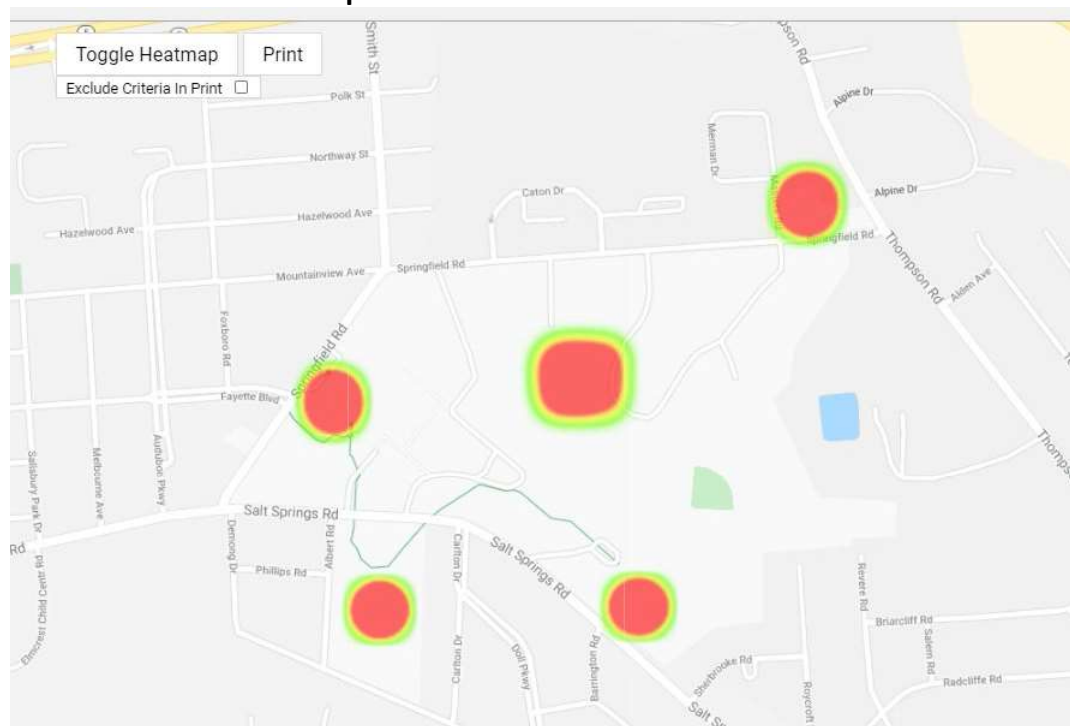
Date Range: 8/26/2020 12:00:00 AM to 8/26/2020 11:59:00 PM

Limit to Location(s): LOT L, LOT G, LOT E, LOT D, LOT A



Zone	Day	0-6AM	6-7AM	7-8AM	8-9AM	9-10AM	10-11AM	11-12PM	12-1PM	1-2PM	2-3PM	3-4PM	4-5PM	5-6PM	6-24AM	Total
LOT A	8/26/2020 Wed	105	28	5	27	2	33	1	30	5	30	4	31	7	102	410
LOT D	8/26/2020 Wed	111	29	3	33	4	29	6	27	4	27	2	27	4	103	409
LOT E	8/26/2020 Wed	102	32	4	32	5	32	3	29	6	32	1	30	2	103	413
LOT G	8/26/2020 Wed	104	28	6	29	6	29	2	34	3	27	2	35	4	100	409
LOT L	8/26/2020 Wed	111	27	5	27	4	28	4	27	6	29	2	29	5	101	405
<b>Totals:</b>		533	144	23	148	21	151	16	147	24	145	11	152	22	509	2046

### AIMS LPR Reads Heat Map:



5. Outline the reporting capabilities regarding license plate number capture trends.

**The AIMS LPR Reads Investigation report provides the plate photo with converted text. This is the**



report we use to gauge LPR accuracy. It is common to have read capture rate in the upper 90% range. Customers periodically run this report to check accuracy.

6. Describe the proposed training plan for City staff.

**Manager level training will consist of Patroller training, AIMS LPR Module & Reporting and Genetec Security Center training. Patroller operator training will be hands-on in-vehicle training in the operation of the Patroller and AIMS Mobile Ticketer app functionality.**

7. Firms shall submit a sample of the available reports, including occupancy data collection and license plate number capture trends.

**AIMS includes 15 reports related to LPR data. Everything from location counts to reads investigation. Heat maps and lot utilization comparative trends is available within AIMS. The Genetec Security Desk also provides some reporting. Sample reports will be uploaded along with this proposal to Planet Bids. They include:**

- **Zone Occupancy**
- **Hits**
- **Reads-Hits per Zone**
- **Reads-Hits per Day**
- **Reads**
- **Patroller Tracker Report**

8. Describe approach to providing the capability for integration using open architecture industry standards with external integration capabilities. Address the data integration approach from the variety of resources and describe the methodology, development, and testing details including key milestones and deliverable dates.

- i. Identify any concerns about the available data sources and suggest any innovative approaches to integrating and presenting the information via the LPR System.

- City's current citation management vendor (Duncan) and selected Firm's citation management vendor. **We have an existing real-time integration with Genetec AutoVu and AIMS.**
- City's current permit management vendor (Accela) and selected Firm's permit management vendor. **AIMS is proposed for permit management.**
- City's current pay station vendor (Parkeon) and future pay station vendor (Flowbird). **Real-time integration between AIMS & Parkeon/Flowbird exists. We share this data with Genetec in real time.**
- City's current mobile payment vendor (Passport). **Real-time integration between AIMS & Passport exists. We share this data with Genetec in real time.**
- Local and state law enforcement databases. **If the City can supply the data files we can transmit them to Security Center for enforcement purposes. This data and associated hits can be silent to the Patroller operator but emailed to the SPD**

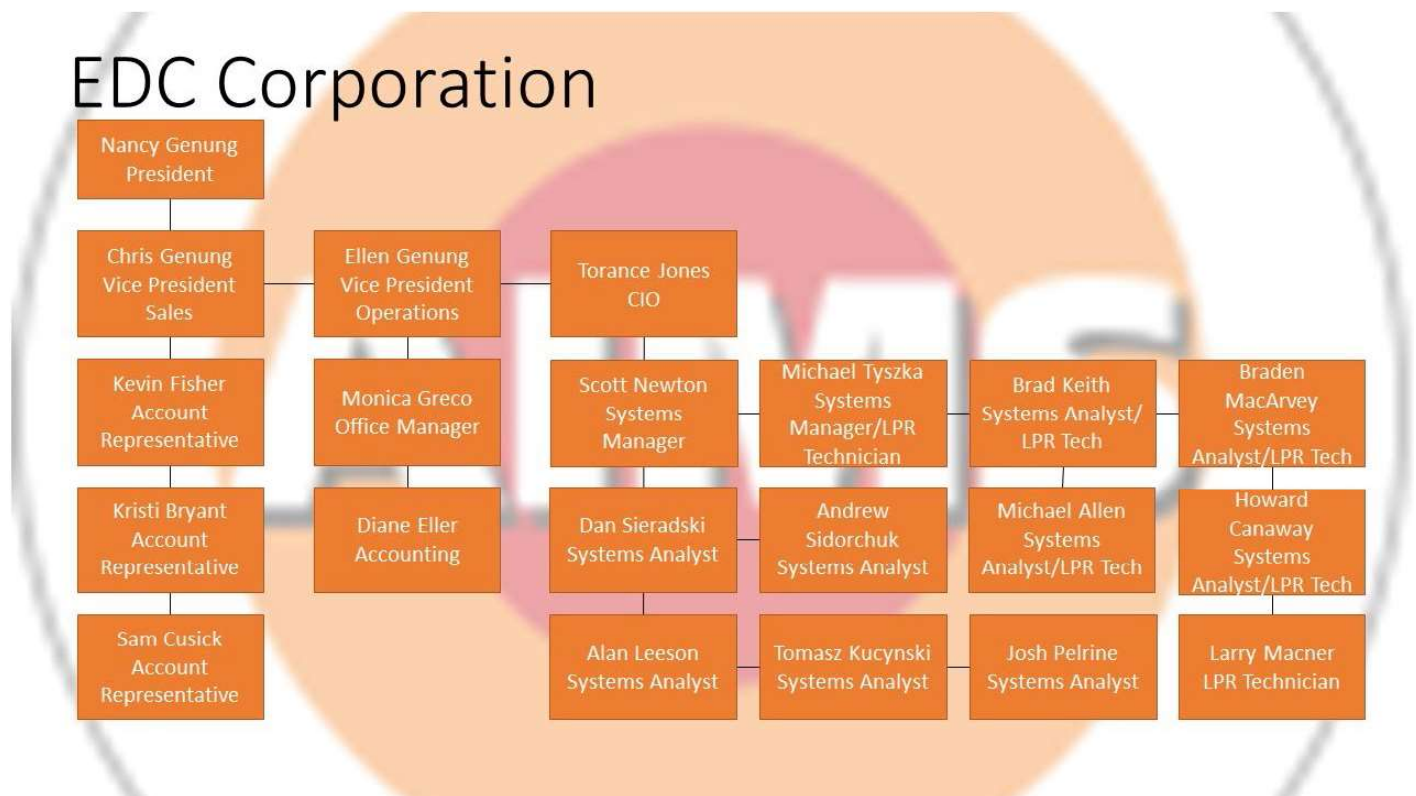
dispatcher directly.

- The City is considering implementing a “smart boot” vehicle immobilization system. Describe any current or potential integration opportunities. **The scofflaw list identifies vehicles that are boot and/or tow eligible. This data is realtime from AIMS to Genetec AutoVu LPR and integrates with our Mobile Ticketer app for boot & tow tracking.**

## PROPOSAL SECTION 5 - MANAGEMENT PROPOSAL

### V. PROJECT MANAGEMENT

1. PROJECT TEAM STRUCTURE/INTERNAL CONTROLS - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the proposed work.



**Chris Genung and Tor Jones will be project managers. An integrations document and project plan will be used to keep tabs on the implementation. Order of seniority:**

- 1) Chris Genung**
- 2) Tor Jones**
- 3) Scott Newton**
- 4) Tomasz Kuczynski**

2. STAFF QUALIFICATIONS/EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.



## Resume and EDC experience summaries of the key project personnel:

**Torrance Jones****Systems Manager****Education**

State University of New York – Plattsburgh

2001, BS Computer Science

- Project Manager
- System Configuration/Testing
- Data Migration
- Configuration/Testing
- Third Party Interfaces
- Configuration/Testing
- Participates in and Delegates Programming Tasks

**Bio**

Tor Jones has been a key member of our systems group since 2001 and was promoted to Systems Manager in 2003. Tor oversees development of the AIMS application, AIMS Web+ E-commerce module, handheld Ticketing programming and support for all applications. Tor has vast experience managing AIMS implementations and will act as the liaison between IT, and Parking Staff for project updates and task coordination.

**Scott Newton****Software Engineer, Support Technician****Education**

Roberts Wesleyan College

2004, BS Computer Science

- Software Engineer
- Support Technician
- AIMS Web+ Implementation
- Payment Gateway configuration/Testing
- Single Sign-On Portal Implementation and Testing
- Programming (Supporting Role as needed)
- Ongoing Software Support

**Bio**

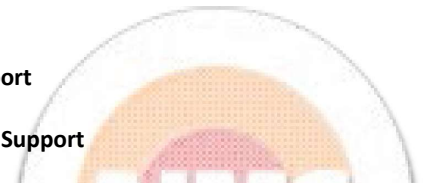
Scott has been a member of the EDC team since 2004. Scott will install and implement AIMS Web+ e-commerce, ensuring connectivity to your payment gateway and the AIMS application. Scott will configure your rules for online permit registration and will provide continued support for AIMS and AIMS Web+.

**Tomasz Kuczynski****Software Engineer, Support Technician****Education**

Le Moyne College, 2012

BA Computer Science, Mathematics

- Programming - Supporting Role (as needed)
- AIMS Mobile software development
- AIMS Mobile Support
- Systems Testing
- Ongoing Software Support



## W. EXPERIENCE OF THE FIRM

1. For each system proposed, indicate the experience the Firm and any subcontractors have in the following areas:
  - Citation Management Systems
  - Permit Management Systems
  - Mobile License Plate Recognition Systems
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the list provided.

**We have almost 200 municipal, higher education, hospital, airport and private operators using AIMS. We are fully integrated with mobile license plate recognition and are premier partners with Genetec. We handle the installation, training and support of LPR ourselves. LPR enforcement is real-time between AIMS, the LPR Patroller and Mobile Ticketer enforcement apps. As soon as permits are purchased or status changes occur they are available in the LPR Patroller. We also share transient parking pass data from pay-by-plate meters and phone systems. Hot sheet data is also shared from AIMS. When LPR Hits are confirmed in the Patroller the information is shared in real time with our Mobile Ticketer apps. The hit location, reason and LPR photos become part of the ticket record automatically. This means the citations can be processed by the Patroller operator or other PEOs can issue the citations. A new module to AIMS allows for eTicketing. This module allows the citations to be issued from the back office AIMS system and mailed to the vehicle owner. To date, we have installed 91 mobile LPR kits on vehicles and 44 fixed LPR cameras. Most of our customers that are using LPR technology have moved to virtual permitting. This has saved them lots of money because they are no longer purchasing permits. Also, they have increased revenue from increased citations and increased permit compliance.**

**EDC Corporation was incorporated in 1995. Since inception, the only business operations of EDC have been the development and support of our AIMS parking management and enforcement system. All software, customization, integrations and modules are developed in-house at our Syracuse, NY headquarters. This includes our flagship AIMS system, the AIMS LPR Module, AIMS Web Front-End, AIMS Parking App and AIMS Mobile Enforcement App. We do not outsource programming or support to any other organization.**

**In addition to our headquarters, EDC Corporation has numerous regional offices that facilitate client account management and sales associated with AIMS. All of the work for your implementation will be coordinated and performed by staff in the Syracuse office, with some assistance from the remote account representative. Our regional sales offices are located in: California; Georgia; Ontario; Texas.**

**EDC Corporation has over 20 years of experience dedicated to providing comprehensive, user-friendly software for parking operations with top-notch customer service. A live person answers the phone and is readily available to assist with functional and technical questions. EDC is well recognized as a leader in the industry, providing state of the art products and a company that**

supports its customers like no other. We work closely with our customers to identify means in which our applications may continue to be enhanced to meet their expanding needs.

EDC has consistently maintained growth and profitability. We have accomplished this based on our operations, without the need for outside investment. Our product functionality development is largely directed by our customers, and we have an excellent track record of keeping AIMS current with technology and parking industry trends. The configurability of AIMS makes it easily maintained over the long term and through various policy and business rule changes that occur over time.

EDC Corporation is committed to offering premier customer service to all of our customers. When you choose the products offered by EDC Corporation, you become part of the EDC Corporation family. All correspondence from EDC Corporation will be in a positive and timely manner ensuring City of Beverly Hills goals and needs are met. EDC Corporation guarantees delivery of the product based on the implementation schedule that will be provided upon contract award.

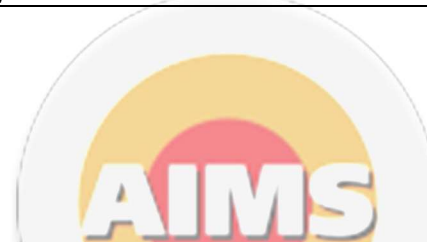
#### X. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for each proposed system for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

Agency Name, Address, Contact, Title, Phone Number, E-Mail		Operational System(s)	Contract Dates	Scope of Services
1.	City of St. Louis 133 S. 11th Street, Suite 530 St. Louis, MO 63102  Jerry Walker IT Director – Treasury Dept (314) 665-1950 <a href="mailto:jwalker@stltreasurer.org">jwalker@stltreasurer.org</a>	AIMS Site User License AIMS Web LPR Enforcement 40 Mobile Ticketer App AIMS Boot & Tow EROLS Plate Look Up	6/2020 – 5/2023  Annual renewals thereafter.	AIMS Citation Management AIMS Web online customer portal for ticket payments & appeals. AIMS Mobile Ticketer realtime citation issuance. Hudson & Associates Citation Processing Services P2PE Bluefin;Bluefin Credit Card Readers Chase Payment Tech DMV;Payment Import LPR – Genetec AutoVu (In progress) EROLS RO Plate Lookup Service Pay By Plate - Flowbird Parkeon Pay By Plate - Park Mobile



2.	<p>City of Madison 215 Martin Luther King Jr Blvd, Suite 100 Madison, WI 53701-2986</p> <p>Stephanie Niesen (608) 266-4623 <a href="mailto:sniesen@cityofmadison.com">sniesen@cityofmadison.com</a></p>	<p>AIMS Site User License AIMS Web+ LPR Enforcement 36 Mobile Ticketer App AIMS Boot &amp; Tow</p>	<p>2/2017 – 1/2027</p> <p>Annual renewals thereafter.</p>	<p>AIMS Citation Management AIMS Web online customer portal for ticket payments, appeals and permit purchasing. AIMS Mobile Ticketer realtime citation issuance. DMV RO lookup &amp; Payment Import LPR – Tannery Creek AutoChalk Pay By Space – IPS Meters</p>
3.	<p>City of Las Vegas 495 South Main Street Las Vegas, NV 89101</p> <p>Brandy Stanley Parking Manager (702) 229-6863 <a href="mailto:bstanley@lasvegasnevada.gov">bstanley@lasvegasnevada.gov</a></p>	<p>AIMS Site User License AIMS Web+ AIMS Boot &amp; Tow 26 Mobile Ticketer App AIMS Events NV DMV CA DMV VPN AZ DMV</p>	<p>7/2014 – 7/2024</p> <p>Annual renewals thereafter.</p>	<p>AIMS Citation and Permit Management AIMS Web+ online customer portal for ticket payments, appeals and permit purchasing. AIMS Mobile Ticketer realtime citation issuance. AZ, CA, NV DMV RO Lookups NV DMV Registration Holds &amp; DMV Payments LPR – SenSen (In progress) Pay By Plate – Flowbird Pay By Space – Flowbird BofA Lockbox Payments</p>
4.	<p>City of Boise 150 N. Capitol Blvd. PO Box 500 Boise, ID 83701-0500</p> <p>Tyler Johnson Parking Manager (208) 972-8185 <a href="mailto:tjohnson@cityofboise.org">tjohnson@cityofboise.org</a></p>	<p>AIMS 10 User License AIMS Web+ AIMS LPR 8 Mobile Ticketer Apps</p>	<p>10/2006 – 9/2016</p> <p>Annual Renewals Thereafter</p>	<p>AIMS Citation and Permit Management AIMS Web+ online customer portal for ticket payments, appeals and permit purchasing. AIMS Mobile Ticketer realtime citation issuance. ID DMV RO Lookup ID DMV Registration Holds &amp; DMV Payments LPR – Genetec AutoVu Pay By Space – IPS Pay By Space - ParkMobile</p>
5.	<p>City of Santa Cruz 809 Center Street Santa Cruz, CA 95060-3862</p> <p>Claudia Carlson Parking Manager (831) 420-6098 <a href="mailto:ccarlson@cityofsantacruz.com">ccarlson@cityofsantacruz.com</a></p>	<p>AIMS 8 User License AIMS Web+ 8 Mobile Ticketer Apps</p>	<p>11/2006 – 10/2009</p> <p>Annual Renewals Thereafter</p>	<p>AIMS Citation and Permit Management AIMS Web+ online customer portal for ticket payments, appeals and permit purchasing. AIMS Mobile Ticketer realtime citation issuance. CA DMV VPN RO Lookup CA DMV Registration Holds &amp; DMV Payments Pay By Plate – T2 Digital Pay By Plate - ParkMobile</p>

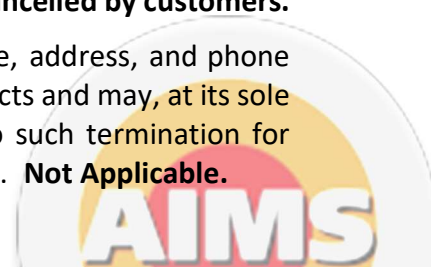




6.	<p>California State University, Los Angeles 5151 State University Drive Los Angeles, CA 90032</p> <p>Carmen Gachupin Director, Parking &amp; Transp. (323) 343-5754 <a href="mailto:cgachupim@calstatela.edu">cgachupim@calstatela.edu</a></p>	<p>AIMS 5 User License AIMS Web+ AIMS LPR 18 Mobile Ticketer Apps</p>	<p>7/2019 – 6/2022</p> <p>Annual Renewals Thereafter</p>	<p>AIMS Citation and Permit Management AIMS Web+ online customer portal for ticket payments, appeals and permit purchasing. AIMS Mobile Ticketer realtime citation issuance. CA DMV RO Lookup CA DMV Registration Holds &amp; DMV Payments LPR – Genetec AutoVu Pay By Plate – Ventek Pay By Plate - PayByPhone</p>
7.	<p>California State University, San Marcos 333 Twin Oaks Valley Road San Marcos, CA 92096</p> <p>Belinda Garcia Director, Parking &amp; Transp. (760) 750-7500 <a href="mailto:bgarcia@csusm.edu">bgarcia@csusm.edu</a></p>	<p>AIMS 5 User License AIMS Web+ AIMS LPR 4 Mobile Ticketer Apps AMP Park Pay By Phone</p>	<p>3/2016 – 2/2019 3/2019 – 2-2022</p> <p>Annual Renewals Thereafter</p>	<p>AIMS Citation and Permit Management AIMS Web+ online customer portal for ticket payments, appeals and permit purchasing. AIMS Mobile Ticketer realtime citation issuance. CA DMV RO Lookup CA DMV Registration Holds &amp; DMV Payments LPR – Genetec AutoVu Pay By Plate – Flowbird Pay By Plate – PayByPhone</p>
8.	<p>University of California, Davis Medical Center 4800 2nd Avenue Suite 1100 Sacramento, CA 95817</p> <p>Michael Godfrey Director, Parking &amp; Transp. (916) 734-5958 <a href="mailto:mdgodfrey@ucdavis.edu">mdgodfrey@ucdavis.edu</a></p>	<p>AIMS 10 User License AIMS Web+ AIMS LPR 6 Mobile Ticketer Apps</p>	<p>8/2018 – 7/2024</p> <p>Annual Renewals Thereafter</p>	<p>AIMS Citation and Permit Management AIMS Web+ online customer portal for ticket payments, appeals and permit purchasing. AIMS Mobile Ticketer realtime citation issuance. CA DMV RO Lookup CA DMV Registration Holds &amp; DMV Payments LPR – Genetec AutoVu Pay By Plate – Flowbird Pay By Plate – ParkMobile</p>

#### Y. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either  
 (a) not litigated due to inaction on the part of the Firm, or (b) litigated and such litigation determined that the Firm was in default. **Not Applicable. No contracts have ever been cancelled by customers.**
2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate. **Not Applicable.**





## PROPOSAL SECTION 6 – TECHNICAL REQUIREMENTS TABLE

Please refer to Section 8 Requirements. Firms shall complete the Technical Requirements Table. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table. An omitted response or a deviation from the alpha responses provided will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If the Firm Response differs based on the proposed system, please explain in the comments column. **A separate completed Technical Requirements Table is required for each proposed system.**

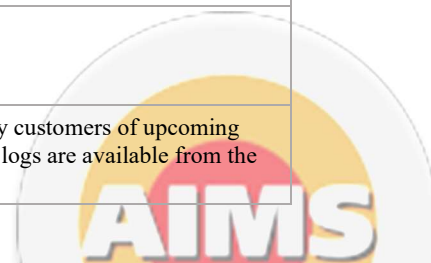
The Technical Requirements Table (below) are categorized by various required and desired features. The Technical Requirements Table will be used to determine the compatibility of the Firm's software to the requirements of each proposed system. In the 'Firm Response' column, please enter the response to the requirement based upon the possible responses contained in the table. An omitted response or a deviation from the alpha responses provided will be construed to be a "NO" – not supported and/or is not provided as part of the Proposal. If you need to add any comments to further clarify your response, please do so in the column specified (if additional space is required, please attach any necessary documentation and index appropriately). If the Firm Response differs based on the proposed system, please explain in the comments column.


NOTE: It is not expected that the proposed solution(s) will be able to provide all of the functionalities specified in the table. However, during the Proposal's review this will be used to evaluate each Firm's product and will facilitate in the selection of the software that best meets the City of Spokane's needs.

Response	Definition
Yes	This requirement currently exists and can be demonstrated.
Pending	This requirement is scheduled for future release and will be incorporated at no additional cost prior to or post system implementation. Please provide the estimated release date.
Extra	This requirement is not currently available, but can be provided as a modification at an additional cost. Firm is to provide an explanation in the "comments" column that includes the total cost of the modification.
No	This requirement is not supported and/or is not provided as part of this Proposal

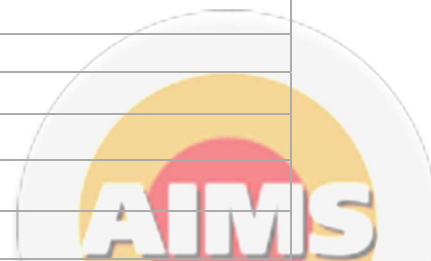
#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
<b>General Firm Credentials</b>			
1	Firm has significant Public Sector market presence - provide number of customer implementations.	Yes	AIMS is used by more than 180 municipal, higher education, airport, hospital and private sector customers.
2	Firm has a service support center (support and implementation personnel only) dedicated to the proposed product?	Yes	All proposed products are serviced by EDC Corporation employees. No subcontractors will be used.

Licensing			
1	Describe your licensing (user, application and database) for Hosted, SaaS or On Premises.	Yes	The proposed AIMS system is a hosted SaaS solution.
Project Implementation and Training Plan			
1	The Firm shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both Firm and customer resources.		This information has been included within the proposal.
2	Include a description of your overall approach to each of the following task areas (if applicable):		This information has been included within the proposal.
	a) System Installation		
	b) System configuration		
	c) Data Conversion		
	d) Training (A sample of training materials & documentation should be included)		
	e) Test planning and execution		
	f) System interface design and support		
	g) System roll-out, procedures, and support		
3	Please describe your current project management methodology.		
Support			
1	The City of Spokane expects that annual support will include all updates, enhancements and training to the proposed solution. Describe how your solution meets this requirement.		
2	Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period.		
3	Describe your escalation process for issues that are not resolved during initial call.		
#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
4	The City of Spokane prefers a response from the service desk to non-emergency calls within four (4) hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity.	Yes	
5	Describe how problems and/or bugs are reported, fixes developed, and status tracked for the proposed system.	Yes	We use Zendesk for the tracking of support tickets.
6	Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system post implementation.	Yes	Refer to the support services document.
7	Live support is available for any issues Monday – Friday, 8am – 5pm (PST), or other reasonable timeframe during typical business hours. Please provide SLA agreements.	Yes	
8	Describe customer communications processes that announce service outages, bug fixes, updates, known issues, EOL dates, etc.	Yes	Email blasts notify customers of upcoming changes. Change logs are available from the knowledgebase.



9	Describe account and support management methodology if provided such as dedicated resources included in cost or available at extra cost, onsite vs. remote meetings, regularly scheduled meetings vs. as needed, etc.	Yes	All support is included at no additional cost per support services document
<b>General System Specifications</b>			
1	City of Spokane staff does not have administrative rights to install or upgrade applications and plug-ins on their computers. Describe any and all components that must be installed locally on a client machine, including Internet Explorer and Office plug-ins. Describe your support for packaging these components, if any, for automated installation.	Yes	Some admin tools are client-server programs. These are being phased out.
2	Internally, the City of Spokane has standardized on a Microsoft desktop platform: Windows operating system, Office suite, and Internet Explorer browser. The selected application Firm is expected to support all features and functionality within this environment. List versions currently supported by your product and describe your policy for adopting new versions of these products.	Yes	Refer to operating specifications sheet.
3	City of Spokane requires the solution be compatible with multiple modern internet browsers for customer access via various platforms such as smart phones, tablets, desktops, etc. List the browsers and their versions(s) that your system currently supports and describe any functionality restrictions and limitations with your solution.	Yes	Refer to operating specifications sheet.
4	Any on premise components of the proposed solution must work in the city's current technical environment. If proposal includes an on premise technology component, please describe the components that would be on premise and the environments supported/required. Include networking components and configurations required to support the proposed solution. If applicable, also describe any remote access to the city's network that		Refer to operating specifications sheet.
#	<b>Technical Requirements</b>	<b>Firm Response</b>	<b>Comments, Explanation and/or Clarification</b>
	your staff requires for implementation and/or ongoing support.		
5	Role Based Access Control (RBAC) allows the System Administrator to create user "profiles" that allow and grant user security rights to various functions of the system. Individuals or groups can also be given read/write or read-only access to the function, where applicable. Each user can be attached to a specific profile that gives them all the rights of the particular group. Describe how your system provides RBAC management and the level of granularity.	Yes	

Database Management (provide if system is not cloud based)			
1	List any limits to data storage provided as part of your proposed solution.		
2	What database platforms does your product support?		
3	Estimated database size and memory requirements.		
4	Specific database configuration requirements, if any.		
5	Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data?		
6	Is data available and accessible in native format to City's data management team (data extracts) on a regular basis.		
Servers and Operating System			
1	Specify if system will be physical, virtual or an appliance.	Yes	
2	Supported virtualization platforms	Yes	
3	Supported Operating Systems		Refer to operating specifications
4	Number of virtual servers required	Yes	Three
5	Recommended drive space requirements		Refer to operating specifications
6	Recommended RAM (GB)		Refer to operating specifications
7	Recommended # of CPU		Refer to operating specifications
8	Recommended # of NICs		Refer to operating specifications
9	Will any servers need to be public facing or located in the DMZ (demilitarized zone) for any on premises components?		AIMS Web server is public facing.
10	Does your software require any Anti-Virus exclusions? If so, do you have a published document outlining exclusions?	No	
Network Requirements			
1	Specify maximum allowed latency requirements		
#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
2	Specify the typical amount of network traffic generated by this application in Mbps		
3	Specify the minimum network bandwidth required for each client installation in Mbps		
4	Specify all network ports that will need to be opened for both clients and network firewalls.		
5	Specify all public IP addresses that will need to be accessed by clients or servers.		
6	Specify any special IP address or protocol requirements for server or client PCs		
7	Specify remote access requirements and identify remote access users/equipment		
8	Specify physical switch port count requirements and port speed		
9	Specify any special network design requirements		
10	Specify if there are any QOS requirements		
11	Specify any telephony requirements analog and or IP		
12	Specify any wireless access requirements		
13	Specify fiber or ethernet cabling requirements		



14	Specify power requirements for all new equipment		
15	Identify any certificate requirements		
<b>Third Party Contracting</b>			
1	Identify any/all 3rd party subcontractors and/or cloud service providers you contract with for your solution.		None. All work will be performed by EDC employees
2	If using 3rd party subcontractors and/or cloud service providers describe the agreements you have with them for system security, business continuance, backup and restoration services, system availability, maintenance windows, hours of support, and penalties for violating prescribed uptime.		Not applicable
<b>Upgrades</b>			
1	Describe your typical average upgrade schedule (frequency of version releases, patches, length of time to implement, notification process) and documentation provided.	Yes	Change logs are provided. New features are opt-in.
2	Describe your notification practices for:		
	a) Planned outages		
	b) Changes to the application and/or database		
	c) Unplanned outages		
	d) Product sunset		
3	Describe any test or “sandbox” environments you would provide to the City of Spokane.	Yes	Test servers are additional.
4	Describe typical upgrade effort (downtime, level of difficulty, length of time to upgrade/update)		Upgrades are performed after/before working hours.
<b>Communications and Operations Management</b>			
#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
1	Is there a formal operational change management / change control process?	Yes	
2	Are separate environments for development, staging, testing/QA, and production supported and maintained?	Yes	
3	Are system resources reviewed to ensure adequate capacity is maintained?	Yes	
4	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Yes	
5	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Yes	
6	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
7	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research and, if so, for what length of time?	Yes	



8	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
9	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	
10	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	
11	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Yes	
12	Is City of Spokane data ever stored on non-company managed equipment?	No	AWS EC2 environment is used.
<b>Public Records</b>			
1	What is the procedure to retrieve bulk data in response to a PRR?	Yes	Standard support request
<b>Risk Assessment and Treatment</b>			
1	Is there a risk assessment program in place?	Yes	
2	Is there a process to monitor, track, and remediate all identified risks on an ongoing basis?	Yes	
<b>Security Policy</b>			
1	Is there an information security policy?	Yes	
2	Have information security policies been reviewed in the last 12 months?	Yes	
#	<b>Technical Requirements</b>	<b>Firm Response</b>	<b>Comments, Explanation and/or Clarification</b>
3	Is there an Acceptable Use Policy for employees, contractors, temporary staff, etc.?	Yes	
4	Is the information security policy communicated to constituents?	Yes	
<b>Organizational Security</b>			
1	Is there an individual or group responsible for security within the organization?	Yes	
2	Are contacts with information security special interest groups, specialist security forums, or professional associations maintained?	Yes	
3	Has an independent third party review of the information security program been conducted in the last 12 months?	Yes	
4	Does management require the use of confidentiality or non-disclosure agreements with external parties (including vendors or suppliers)?	Yes	
5	Is access to City of Spokane data (or the processing facilities hosting such data) provided to external parties?	No	



6	Is the penetration testing conducted by a 3rd party?	Yes	
7	Are sub-contractors subject to due diligence checks, vetting and risk assessments which cover privacy and security?	No	Not applicable
8	Is there a process for ensuring contracts and agreements with sub-contractors contain appropriate privacy, confidentiality and security provisions relevant to the nature of the services and the data handling involved?	Yes	
9	Is there a process in place to periodically monitor and assess sub-contractors engaged in the handling of personal information to verify ongoing compliance with contractual and compliance obligations?	Yes	
10	Are there additional processes and controls in place to ensure secure and compliant processing of personal information involving off-shoring or international data transfers linked to sub-contractors?	Yes	
<b>Asset Management</b>			
1	Is there an inventory of information assets (e.g. hardware, software, mobile devices, etc.)?	Yes	
2	Are information assets classified and protected in accordance with their data classification levels?	Yes	
3	Are there procedures for the disposal and/or destruction of physical media (e.g., paper documents, CDs, DVDs, tapes, disk drives, etc.)?	Yes	
<b>Human Resource Security</b>			
#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
1	Are background screenings of applicants performed to include criminal, credit, professional / academic references and drug screening?	Yes	
2	Are new hires required to sign any agreements that pertain to confidentiality, non-disclosure, acceptable use or code of ethics upon hire?	Yes	
3	Is there a security awareness training program for employees, contractors, temporary staff, etc.?	Yes	
4	Is there a disciplinary process for non-compliance with information security policy?	Yes	
5	Is there a documented termination or change of status policy or process (e.g. ensuring that access privileges are revoked upon termination or job function change)?	Yes	
6	Are specific information privacy and security related roles and responsibilities defined within the organization?	Yes	
7	Is there sufficient accountability, awareness and support at each level of the organization, in terms of senior management buy-in as well as management and staff engagement in relation to information privacy and security?	Yes	





8	Are there policies and procedures in place governing staff responsibilities around the handling of personal information including principles of data minimization, restrictions on disclosure and secure retention and destruction?	Yes	
9	Are staff and contractors involved with the processing of personal information required to attend privacy training at the beginning of their employment/engagement?	Yes	
10	Are there periodic updates and communications to staff on key privacy messages, initiatives or issues?	Yes	
<b>Physical and Environment Security</b>			
1	Is there a documented physical security policy?	Yes	
2	Is the work area where constituents access City of Spokane data secured by appropriate physical controls?	Yes	
3	Do systems and applications hosting City of Spokane data reside in a data center?	Yes	
4	Is the data center shared with other tenants?	No	
<b>Communications and Operations Management</b>			
1	Is there a formal operational change management / change control process?	Yes	
2	Is there a segregation of duties for approving a change and those implementing the change (including system access requests)?	Yes	
#	<b>Technical Requirements</b>	<b>Firm Response</b>	<b>Comments, Explanation and/or Clarification</b>
3	Are separate environments for development, staging, testing/QA, and production supported and maintained?	Yes	
4	Do your third party vendors have access to City of Spokane data (e.g., backup vendors, service providers, equipment support vendors, etc.)?	No	
5	Are risk assessments or reviews conducted on your third parties?	No	
6	Are third parties required to adhere to your policies and standards?	No	
7	Are system resources reviewed to ensure adequate capacity is maintained?	Yes	
8	Are suitable tests of systems and applications carried out during development and prior to acceptance?	Yes	
9	Are anti-virus products used and configured with daily definition updates?	Yes	
10	Are backups of systems and data performed periodically (e.g. weekly)?	Yes	
11	Is backup media stored offsite in a trusted facility?	Yes	





12	Is City of Spokane data isolated from other customer systems/data and secured to prevent unauthorized logical or physical access?	Yes	
13	Are there documented procedures for securing and hardening IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
14	Are firewalls used to segment network zones and terminate connections to external networks?	Yes	
15	Are audit trails and logs maintained for network/system/application events to support monitoring or incident research?	Yes	
16	Is there a vulnerability management program, which includes security patches or updates being regularly reviewed and applied to IT infrastructure components (e.g. network devices, servers, operating systems, databases, etc.)?	Yes	
17	Is traffic to/from the Internet (e.g. e-mail, web browsing) subject to malicious code scanning and data leakage prevention?	Yes	
18	Is there a Network Intrusion Detection/Prevention System with 24x7 monitoring, alerting, and handling?	Yes	
19	Is there an approval process to use wireless network devices?	Yes	
20	Are wireless connections encrypted?	Yes	
#	<b>Technical Requirements</b>	<b>Firm Response</b>	<b>Comments, Explanation and/or Clarification</b>
21	Is all City of Spokane data encrypted while in storage and in transit (over the Internet or unsecure networks)?	Yes	
22	Is there a policy that addresses the use and management of removable media? (e.g., CDs, DVDs, backup tapes, USB drives, etc.)?	Yes	
23	Is sensitive data on removable media, including backup tapes, encrypted?	Yes	
24	Is City of Spokane data ever stored on non-company managed equipment?	No	
25	Are desktops/laptops/mobile devices "managed" and configured with a minimum build including security software (e.g. host firewall, disk encryption, etc.)?	Yes	
<b>Access Control</b>			
1	Are privileged accounts (administrator, super-user, etc.) controlled and reviewed?	Yes	
2	For systems which touch City of Spokane data, is there a separation of duties process in place for approving and implementing access with sponsorship and duration documented?	Yes	
3	Are user access paths set up on a predefined role-based need-to-know basis (e.g., only the operators working on City of Spokane's project have access to City of Spokane's information and systems)?	Yes	



4	Are there formal procedures to add, delete and modify user accounts and access, assign to role and audit compliance against current user list?	Yes	
5	Do policies require access controls be in place on applications, operating systems, databases, and network devices to ensure users have least privilege?	Yes	
6	Are unique user IDs used for access?	Yes	
7	Is there a process to grant and approve access to systems processing, storing, or transmitting City of Spokane data?	Yes	
8	Is there a process to recertify access on a periodic basis (including privileged accounts e.g. administrator, super user, etc.)?	Yes	
9	Are passwords required to access systems processing, storing, or transmitting City of Spokane data?	Yes	
10	Do remote access communications into the environment occur over an encrypted tunnel (e.g. IPSec, SSL VPN, etc.)?	Yes	
11	Is multi-factor authentication required for remote access?	Yes	

#### Systems Acquisition Development & Maintenance

#	Technical Requirements	Firm Response	Comments, Explanation and/or Clarification
1	Is there a Software Development Life Cycle (SDLC) process, which includes security requirements and tollgates?	Yes	
2	Is access to production code and program source libraries based on the principle of least privilege?	Yes	
3	Are change control procedures required for all changes to the production environment?	Yes	
4	Is City of Spokane data ever used in the development, staging, or testing/QA environments?	No	
5	Are source code reviews (e.g. input validation) performed on applications, including those processing City of Spokane data?	Yes	
6	Are penetration tests and vulnerability assessments performed against external/Internet-facing systems and applications?	Yes	
7	Do developers receive targeted security training and are they made aware of vulnerabilities through periodic metrics reporting?	Yes	
8	Does the SDLC process include security requirements gathering, implementation, and verification tollgates before acceptance into production?	Yes	
9	Does the development process follow OWASP standards for building secure applications including international security review?	Yes	



10	For environments being used for City of Spokane data, do you have an external source code review of all major applications revisions to the environment (SQL injection, cross-site scripting, and security weaknesses, not QA)?	Yes	
11	Do developers regularly receive detailed coding and design training in application security?	Yes	
<b>Incident Event and Communications Management</b>			
1	Is there an Incident Response process (including IT security breaches) that is reviewed annually?	Yes	
2	Is there an Incident / Event Response team with defined roles and responsibilities?	Yes	
3	Is there a process to notify City of Spokane of incidents/events, including the sharing of relevant documentation (e.g. issues, root cause analyses, outcomes, and remediation)?	Yes	
<b>Business Continuity &amp; Disaster Recovery</b>			
1	Is there a documented policy for business continuity and disaster recovery?	Yes	
2	Is the capacity at the recovery location reviewed on a regular basis to ensure that adequate capacity is available in the event of a disaster?	Yes	
3	Does the product or service in question have an assured business continuity capability?	Yes	
#	<b>Technical Requirements</b>	<b>Firm Response</b>	<b>Comments, Explanation and/or Clarification</b>
4	Does the recovery strategy assure the continued maintenance of the service level agreements?	Yes	
5	Does the Business Continuity and/or Disaster Recovery plan address notification to City of Spokane when incidents occur?	Yes	
6	Are alternate facilities (e.g. data centers, office locations, etc.) used?	Yes	
<b>Compliance</b>			
1	Are there requirements to comply with any legal, regulatory or industry requirements, etc.?	Yes	
2	Are audits performed to ensure compliance with any legal, regulatory or industry requirements?	Yes	
3	Is there a records retention policy?	Yes	
4	Is there an independent audit function within the organization?	Yes	
<b>Privacy</b>			
1	Is there an individual in the organization who is responsible for privacy?	Yes	



2	Do the policies and procedures include appropriate safeguards to ensure compliance with applicable privacy laws, including cross-border transfers of targeted privacy data?	Yes	
3	Is there a documented data flow for targeted privacy data for each jurisdiction?	Yes	
4	Does the organization control or own the delivery of Privacy Notices to customers?	Yes	
5	Are there documented policies or procedures to ensure targeted privacy data is only collected, stored and used for the purposes for which it was collected?	Yes	
6	Are there written procedures to process data protection authorities / regulators' complaints, if required?	Yes	
7	Are there documented procedures to notify customers (City of Spokane included) whose sensitive or personal information has been breached, as required by policy, practice or applicable privacy laws?	Yes	
8	Is there internal monitoring for compliance with Privacy Policies and procedures?	Yes	
9	Is on-boarding privacy training provided for all employees, contractors, temporary staff, etc.?	Yes	
<b>SaaS Providers</b>			
1	Are logins and communications secured with encryption? (HTTPS, SFTP, etc)	Yes	
#	<b>Technical Requirements</b>	<b>Firm Response</b>	<b>Comments, Explanation and/or Clarification</b>
2	Are data transfers secured with encryption (HTTPS, SFTP, etc)	Yes	
<b>Vendors connecting to City of Spokane</b>			
1	Vendor devices accessing City of Spokane networks are secured with at least the minimum required software (Antivirus, etc)	Yes	
2	Verify no personal devices will connect to the City of Spokane network, only authorized vendor owned devices.	Yes	
3	Site to site tunnels are encrypted and mask both the vendor and City of Spokane networks with NATing	Yes	
4	Will communication over the VPN or tunnel be limited to only the systems necessary to transfer data and/or service the projects at City of Spokane	Yes	



## Warranties/Support

### AIMS Support & Maintenance

The annual AIMS License Agreement or AIMS Hosted Service Level Agreement provides you with a primary Systems Analyst (SA) who, along with your sales representative, will be your main point of contact with EDC Corporation. Your SA will learn the way you do business which allows us to provide better support. You will always speak to an SA whenever you call during business hours. Annual support and maintenance provides the customer with: 800 Telephone Support, All New Release Software, Documentation Updates, Technical Support and Online Knowledgebase Access

Logging Support Requests : Support communication is acknowledged via telephone or email. Support issues are assigned a trouble ticket ID number and you are provided with a login to view the status of past and present issues.

Online Knowledgebase: EDC provides an online knowledgebase to all of our AIMS clients. AIMS clients are provided a username/password that allows access to our online knowledgebase to assist with any questions related to functionality of the software. Documents in the online knowledgebase are kept up-to-date with new releases as new functionality is added within the AIMS software. In addition to online documents, our knowledgebase includes numerous hands on video demonstrations of all AIMS functionality that can assist when training new staff.

Updates/Upgrades: EDC thoroughly tests all software before its released. EDC manages a 2 tier version release system cycle, New Release and Stable Release. New releases (updates and fixes) contain new features and/or fixes affecting a portion of our customers. Once a New Release version has been installed by a number of customers over a period of time, the software is reclassified as a Stable Release and no further changes will be made to it. Affected customers will apply the new release versions right away, while unaffected customers typically update with the stable versions; the choice is always the customers'. This process has served EDC and our customers very well over the years. New release software and upgrades are supplied through the website or applied directly by EDC to the client application server.

Change-logs are provided for any incremental updates to AIMS and clients have access to the logs via our online support/knowledgebase. The logs identify any changes to the updated release of AIMS and clients can review whether they wish to apply the incremental update. Updates applied to the system typically require an installer to run on the application server, which then verifies the database structure. This can take anywhere from 5 minutes to 15 minutes depending on the size of the database. During the update to the software, AIMS would not be accessible, as such most clients would update their AIMS installation during non-peak or off-hours.

All updates and major releases are provided to clients as part of our annual support agreement. EDC supports all current and past versions of AIMS so long as a valid support agreement is in place.

The following table illustrates response times for initial technical support issues:

Call Priority Level	Description	Standard Acknowledgement Target	Standard Completion Target
Level 1	Issues/errors that result in the customer's inability to fulfill core critical business functions	Within 1 hour	As soon as possible, within 12 hours
Level 2	Issues/errors that significantly impact use of system but do not prevent core functions	Within 3 hours	Within 24 hours
Level 3	All other issues (except Level 4)	Within 6 hours	Within 72 hours
Level 4	Issues that are not time-sensitive or may be undertaken as improvements to the next release	Within 48 hours	None

**Enforcement Equipment Warranty, Support and Maintenance**

In addition to the Annual software support detailed above, the AIMS Mobile annual support and depot maintenance includes:

- Repair of manufacturing defects
- Repair by manufacturer authorized technicians
- Includes all parts and labor for covered repairs
- Installation of mandatory engineering changes
- Service report on repaired products
- Software patch access
- Repair monitoring
- Skill assessment
- Coverage of normal wear & use

**LPR Equipment Warranty**

When purchasing the AIMS LPR solution, EDC Corporation includes the first year advanced replacement warranty with the solution. The advanced replacement warranty includes coverage of the AutoVu vehicle related hardware, any fixed LPR related hardware, and software upgrades. The advanced replacement warranty provides the City with replacement equipment that is shipped directly to the City. Pricing details have been included on additional warranty options for the LPR equipment which can be extended to an additional 4 years after purchase. Equipment warranty cannot extend past 5th year after purchase). For Mobile LPR, the in-vehicle table/computer includes a separate 5 year warranty included with the purchase.

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## AIMS Detailed Operating Specification

AIMS Database Server Hardware and Software Requirements											
Component	Requirement										
Processor	Minimum: 2 CPU Recommended: 8 CPU Maximum: 16 CPU										
Memory	Minimum: 4 GB Recommended: 8 GB Maximum: 30 GB										
Virtualization	Virtualization is supported as per the requirements of the software components installed on the Database Server.										
Software	One of the following databases is required: Microsoft SQL Server 2012, 2014, 2016, 2017 <sup>2</sup> Oracle 11g, 12c										
Operating System	<table border="1"> <thead> <tr> <th>Microsoft SQL Server</th><th>Oracle <sup>1</sup></th></tr> </thead> <tbody> <tr> <td>Microsoft Windows Server 2008 R2 <sup>2</sup></td><td>Linux</td></tr> <tr> <td>Microsoft Windows Server 2012</td><td>Microsoft Windows Server 2008 R2 <sup>2</sup></td></tr> <tr> <td>Microsoft Windows Server 2012 R2 <sup>2</sup></td><td>Microsoft Windows Server 2012 <sup>2</sup></td></tr> <tr> <td>Microsoft Windows Server 2016 <sup>2</sup></td><td>Microsoft Windows Server 2012 R2 <sup>2</sup></td></tr> </tbody> </table>	Microsoft SQL Server	Oracle <sup>1</sup>	Microsoft Windows Server 2008 R2 <sup>2</sup>	Linux	Microsoft Windows Server 2012	Microsoft Windows Server 2008 R2 <sup>2</sup>	Microsoft Windows Server 2012 R2 <sup>2</sup>	Microsoft Windows Server 2012 <sup>2</sup>	Microsoft Windows Server 2016 <sup>2</sup>	Microsoft Windows Server 2012 R2 <sup>2</sup>
Microsoft SQL Server	Oracle <sup>1</sup>										
Microsoft Windows Server 2008 R2 <sup>2</sup>	Linux										
Microsoft Windows Server 2012	Microsoft Windows Server 2008 R2 <sup>2</sup>										
Microsoft Windows Server 2012 R2 <sup>2</sup>	Microsoft Windows Server 2012 <sup>2</sup>										
Microsoft Windows Server 2016 <sup>2</sup>	Microsoft Windows Server 2012 R2 <sup>2</sup>										
Hard Disk	Free disk space varies (10 GB – 200 GB): there should be enough space for the database logs, database rollback files, database, and database backup(s).										
Display	Graphical configuration tools require a VGA or higher resolution of 1024x768 pixel resolution.										
Other Devices	Keyboard and mouse are required for configuration and maintenance.										
Backups	Minimum: Nightly database backup Recommended: Nightly database backup and incremental hourly database backups.										
Other	Minimum: Database and Application components can reside on the same server. Recommended: Database and Application components should reside on their own servers.										

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<sup>1</sup> OS version should support the database being installed

<sup>2</sup> Recommended



AIMS Application Server Hardware and Software Requirements	
Component	Requirement
Processor	Minimum: 2 CPU Recommended: 4 CPU Maximum: 16 CPU
Memory	Minimum: 4 GB Recommended: 8 GB Maximum: 30 GB
Virtualization	Virtualization is supported as per the requirements of the installed Operating System.
Operating System	Microsoft Windows Server 2008 R2 Microsoft Windows Server 2012 Microsoft Windows Server 2012 R2 Microsoft Windows Server 2016 <sup>3</sup>
Software	Microsoft .Net Framework v4.6.1 Full ( <a href="http://tinyurl.com/z25dqjw">http://tinyurl.com/z25dqjw</a> )
Hard Disk	Free disk space varies (200 MB – 2 GB): there should be enough space for the AIMS logs, and AIMS.
Display	Graphical configuration tools require a VGA or higher resolution of 1024x768 pixel resolution.
Other Devices	Keyboard and mouse are required for configuration and maintenance of the server.
Backups	Minimum: Monthly backup of the AIMS installation directory: AIMS logs, AIMS license file, AIMS ticket reprint file, any customized scripts, print format files or reports. Recommended: Quarterly image of the server.
Other	Minimum: Database and Application components can reside on the same server. Recommended: Database and Application components should reside on their own servers.
Network	Ability to connect to the database server

AIMS Client Workstation Hardware and Software Requirements	
Component	Requirement

<sup>3</sup> Recommended



Processor	Minimum: 1 CPU Recommended: 2 CPU Maximum: 4 CPU
Memory	Minimum: 2 GB Recommended: 4 GB Maximum: 8 GB
Operating System	Microsoft Windows 7 Microsoft Windows 8 or 8.1 Microsoft Windows 10 <sup>1</sup>
Software	<p>AIMS Administrative Tools:  Microsoft .Net Framework v4.6 (<a href="http://tinyurl.com/z25dqiw">http://tinyurl.com/z25dqiw</a>)</p> <p>AIMS Client: At least one of the below at the latest stable version  Windows, OS X, Linux, iOS, Android: Chrome  Windows, OS X, Linux, Android: Firefox  Windows: Internet Explorer 10 or 11  Windows 10: Microsoft Edge  OS X, iOS: Safari Optional:  Casio IT-3100 driver files (See: Casio IT-3100 Installation Instructions)  Casio IT-9000 requires WMDC 6.1/ActiveSync 4.5, Windows 7+  Receipt printer, Hangtag / Decal printer driver files  AIMS Extensions Plugin: printer hardware integrations</p>
Hard Disk	Minimum: 300 MB, there should be enough space for AIMS. Recommended: 2 GB, there should be enough space for AIMS, Ticketer backups and Ticketer log files.
Drive	An SD or Mini SD card reader is recommended for Ticketer maintenance.
Display	<p>AIMS Administrative Tools:  AIMS require a VGA or higher resolution of 1024x768 pixel resolution. AIMS</p> <p>Client:  Any resolution</p>
Other Devices	Keyboard and mouse are required for the operation of AIMS. If handhelds are used then a SD Memory Card Reader is required.
Backups	None needed.
Network	Ability to connect to the AIMS Application server through TCP/IP.

### **AIMS Web 9 Detailed Operating Specification**

Web Server Hardware and Software Requirements	
Component	Requirement
Processor	Minimum: 1 CPU Recommended: 4 CPU Maximum: 8 CPU

Memory	Minimum: 512 MB Recommended: 8 GB Maximum: 16 GB
Virtualization	Virtualization is supported as per the requirements of the installed Operating System and web server software.
OS / Web Server	Amazon Elastic Beanstalk / PHP 7.2 Microsoft Windows Server 2016 / IIS 10.0 Microsoft Windows Server 2012 R2 / IIS 8.5 Microsoft Windows Server 2012 / IIS 8.0 Microsoft Windows Server 2008 R2 / IIS 7.5 Linux or Unix / Apache 2.2+
Software	Minimum: PHP 7.1 x64 or higher ( <a href="http://www.php.net">http://www.php.net</a> ) PHP Extensions: curl, fileinfo, gd2, mbstring, mongodb, openssl, soap Recommended: Latest EDC-customized PHP release (included in installer) A valid SSL certificate
Hard Disk	Free disk space varies (1 GB - 20 GB): there should be enough space for the operating system, web server logs, and AIMS Web (~30 MB)
Display	Graphical configuration tools require a VGA or higher resolution of 1024x768 pixel resolution.
Backups	Minimum: Monthly backup of the AIMS Web installation directory Recommended: Quarterly image of the server
Other	<b>See AIMS Web Scaling Guidelines chapter for more details.</b>
Load Balancer	Load balancers are supported, with the following stipulations: Must forward all cookies set by AIMS Web Must populate the X-Forwarded-For header No specific session requirements ("sticky sessions" not required)
Network	Ability to connect to the AIMS Application server and AIMS Web Database server through TCP/IP. Accessible to the general public on ports 80 and 443

#### Mongo DB Server Hardware and Software Requirements

Component	Requirement
Processor	Minimum: 1 CPU Recommended: 4 CPU Maximum: 8 CPU
Memory	Minimum: 2 GB Recommended: Enough space to hold the AIMS data
Virtualization	Virtualization is supported as per the requirements of the installed Operating System and web server software.

OS / Web Server	Any Operating System supported by the installed version of Mongo DB Community edition ( <a href="https://docs.mongodb.com/manual/installation/#supported-platforms">https://docs.mongodb.com/manual/installation/#supported-platforms</a> )
Software	Mongo DB Community Edition 3.4 or later
Hard Disk	Free disk space varies (1 GB - 20 GB): there should be enough space for the operating system and AIMS Web database (100 MB to 4 GB expected). High-performance disk options, such as SSD storage, is recommended
Backups	Minimum: none (database can be recreated automatically) Recommended: Quarterly image of the server to preserve configuration
Other	<b>See AIMS Web Scaling Guidelines chapter for more details.</b>
Network	Ability to be reached by AIMS Web Application Server and AIMS Web Frontend Server(s) on port TCP/27017

AIMS Web OS / Browser Compatibility	
Component	Requirement
Browser / OS	Firefox (2 most recent updates, all supported OS's) Chrome (2 most recent updates, all supported OS's) Safari (2 most recent updates, macOS and iOS only) Edge (2 most recent updates, all supported OS's) Internet Explorer (version 11 only, Microsoft Windows only)

## AIMS Web Scaling Guidelines

The single largest contributing factor to the hardware needs of your AIMS Web installation will be the maximum expected rate of new permit sales. Online permit sales can be very seasonal in their nature, with 90% or more of the year's allotment being sold within the first few hours of a permit going on sale online. All other AIMS Web traffic is generally evenly distributed, and is easily handled by most systems.

The following table is meant to serve as a guideline for scaling the system based on the expected peak permit sales demand. The numbers in the table below represent a typical configuration, and the performance of each individual system can vary.

As such, it is always recommended that systems be configured conservatively, erroring on the side of **too much** capacity versus **too little**.

Maximum supported rate of permit sales	Dedicated Mongo DB Server	Dedicated Web Server(s)
<b>10 permits per minute or 600 permits per hour</b>	No Dedicated Server Required (MongoDB installed on Web Server)	1 Server 4 CPU Cores 8 GB RAM
<b>75 permits per minute or 4,500 permits per hour</b>	1 Server 4 CPU Cores 8 GB of RAM	1 Server 2 CPU Cores 4 GB RAM

<b>150 permits per minute or 9,000 permits per hour</b>	1 Server 4 CPU Cores 8 GB of RAM	2 Load Balanced Servers 2 CPU Cores each 4 GB RAM each
<b>300 permits per minute or 18,000 permits per hour</b>	1 Server 8 CPU Cores 8 GB of RAM	4 Load Balanced Servers 2 CPU Cores each 4 GB RAM each
<b>500 permits per minute or 30,000 permits per hour</b>	1 Server 8 CPU Cores 8 GB of RAM	6 Load Balanced Servers 2 CPU Cores each 4 GB RAM each
<b>500+ permits per minute or 30,000+ permits per hour</b>	Contact EDC Support for more detailed recommendations	Contact EDC Support for more detailed recommendations

CPU Core count is based on Intel Xeon E5-2666 v3 (Haswell) processors

### **AIMS Mobile Detailed Operating Specification**

AIMS Mobile Parking Enforcement App runs on your android device for parking citation issuance, permit issuance and look-up, repeat offender tracking and electronic tire chalking. Information is transferred to the AIMS system in real-time through your cellular or Wi-Fi network.

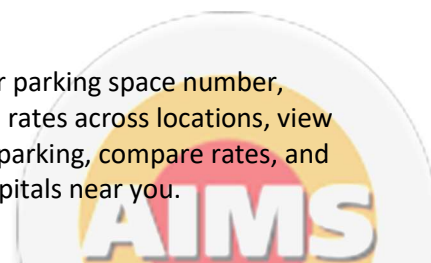
Enhanced ticket issuance features:

- Voice data entry
- Record audio notes or customer confrontations- downloaded and attached to ticket record.
- GPS tracking
- Real-time communications with the AIMS parking management system
- Electronic Vehicle Timing
- Integration with Pay By Plate and LPR
- Event Point of Sale

<b>AIMS Mobile Requirements</b>	
Component	Requirement
OS	Android 9 or Higher
Camera	A rear facing auto focus camera
Network	Ability to connect to the AIMS Application server through TCP/IP.
Bluetooth	Bluetooth radio for pairing with a Bluetooth printer

### **AMP Mobile Device Operating Specification**

The AMP App is the newest and fastest way to pay for parking using your license plate or parking space number, directly from your Android or iPhone device. AMP lets you find parking quickly, compare rates across locations, view areas on a map, and view a picture of the parking location. Receive reminders to renew parking, compare rates, and view a picture of the parking lot location. AMP is available at Universities, Cities and Hospitals near you.



## KEY FEATURES

- Forget the meter and Park by Plate
- View the closest and most accessible parking areas
- View a picture of the parking location for easy reference
- Compare parking rates across locations nearest to you
- Renew your parking session from your phone
- Secure transactions
- Avoid parking violations

**AMP Requirements**

Component	Requirement
OS	Android 9 or higher or iOS 11 or higher

**AMP Browser Compatibility**

Component	Requirement
Browser / OS	Firefox (2 most recent updates, all supported OS's) Chrome (2 most recent updates, all supported OS's) Safari (2 most recent updates, macOS and iOS only) Edge (2 most recent updates, all supported OS's) Internet Explorer (version 11 only, Microsoft Windows only)



## AIMS Network Ports

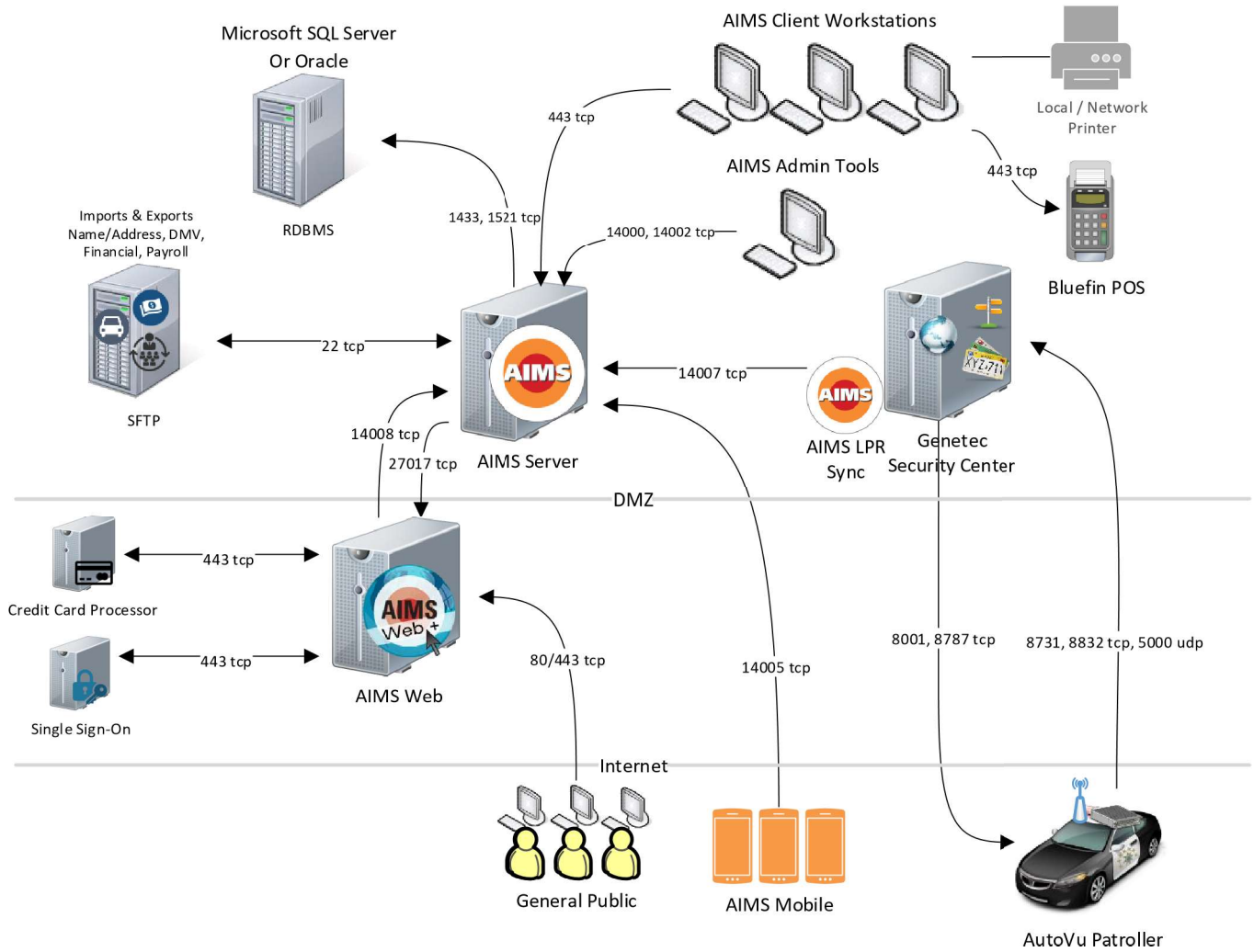
Database Server		
MS SQL Server	Allow	Incoming traffic to port 1433 from the AIMS App Server
Oracle	Allow	Incoming traffic to port 1521 from the AIMS App Server

AIMS Application Server			
AIMS Tools	Allow	Encrypted .Net Remoting	Incoming traffic to port 14000, 14002 from Administrator Workstations
AIMS	Allow	https	Incoming traffic to port 443
AIMS Web	Allow	http	Incoming traffic to port 14008
AIMS Mobile	Allow	https	Incoming traffic to port 14005
AIMS LPR Sync	Allow	http	Incoming traffic to port 14007

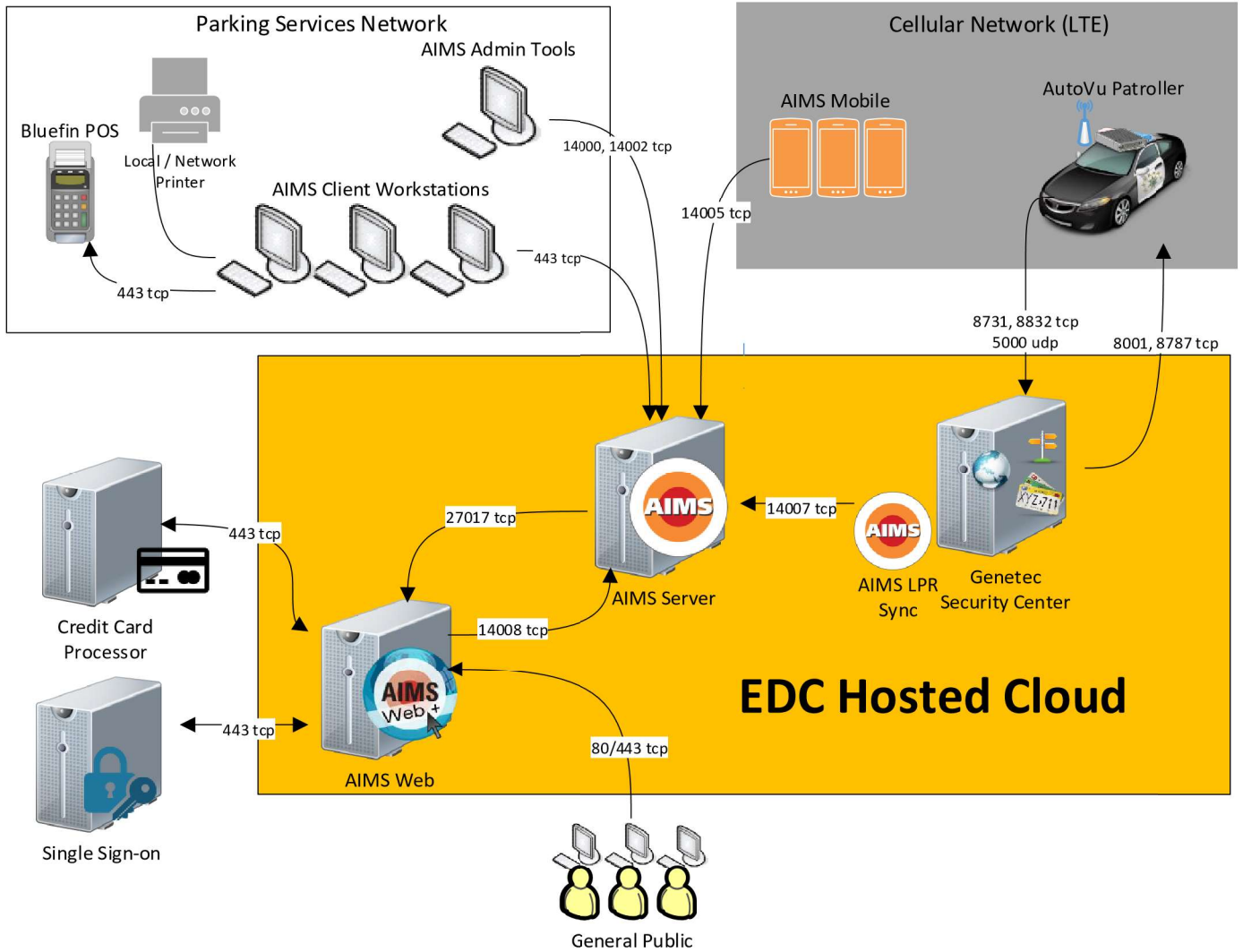
AIMSWeb Server			
AIMSWeb	Allow	http	Incoming traffic to port 80, redirects all traffic to port 443
AIMSWeb	Allow	https	Incoming traffic to port 443
AIMSWeb	Allow	TCP	Incoming traffic to port 27017 from AIMS Application Server



## Self-Hosted Network Diagram



EDC Hosted Network Diagram





**PROPOSAL SECTION 7 – SAMPLE AGREEMENT**

Any proposed modifications to the language of the City's Sample Agreement (Appendix A) must be contained in a legal blackline version of the Sample Agreement and submitted with the Proposal. Modification(s), if any, are offered for discussion purposes only and the City of Spokane reserves the right to accept, reject or further negotiate any and all proposed modification(s) to the Sample Agreement. Firms expressly agrees to all Sample Agreement language where no modifications are proposed. **The Sample Agreement is only sample, and terms, conditions, and language may change in process of negotiation and final contract creation. For submittal, save the reviewed document with proposed modifications as described above as a separate Microsoft Word document with the following title, "RFP 5315-20\_Section 7 Sample Agreement\_ *Firm Name*".**



# EDC Hosted Agreement

Last Revised March 19, 2020  
Version 2.2

## AIMS Hosting Service Agreement

EDC Corporation will provide hosting services for the AIMS, AIMSWeb and AMP parking applications. This agreement amends your existing AIMS License Agreement and related contracts. The term of this agreement is annual and may be cancelled without cause with thirty (30 days) written notice. This agreement is renewable annually with invoice payment.

Client is responsible for:

- Acquisition and maintenance of their local environment including terminals, printers, internet connection, and any other equipment necessary for their office operation
- Making their data available for hosting by EDC Corporation
- Controlling access level permissions within the parking system for parking staff
- Selecting a payment processor that is PCI compliant
- Following the guidelines defined in the PCI Responsibility Matrix in Appendix A

EDC Corporation is responsible for:

- Securing the compute environment, including the integrity of the application and the redirect page within AIMSWeb and AMP
- Management of data center firewalls
- Required use of secure passwords and two factor authentication for administrative duties
- Management of system backups and software updates
- Rollover of the compute environment to the failover environment in the event of a disaster
- Following the guidelines defined in the PCI Responsibility Matrix in Appendix A

EDC acknowledges the confidential nature of the data supplied by the client. Only EDC staff with support or data maintenance responsibility will have access to this data for the sole purpose of fulfilling their duties. This data will not be shared with unauthorized individuals for any purpose.

### Scope of Service

EDC provides remote hosting services in Amazon EC2 with redundant backups between US East 1 in Virginia and US West 2 in Oregon.

Critical Reliability features Include:

- Full machine backups for restoration into redundant failover environment
- Hourly database backups stored off server for restoration into redundant failover environment
- Maximum distance between production and failover environments in case of natural disaster
- Virtual servers are protected by Amazon Security Groups and software based firewalls (VPC)
- Administration of your server is only allowed through encrypted connections and by select EDC systems administrators using two factor authentication
- Administration of your server is only allowed from the EDC corporate office in Syracuse, NY
- Monitoring of your AIMS system is done constantly 24/7 and any outage is reported to EDC support personnel for immediate resolution
- Utilizes Amazon's EC2 environment for proven reliability, security, uptime and scalability

### Backups

- The AIMS environment is backed up on both East and West Coast data centers
- Full backups occur each night for restoration in the event of a disaster
- Hourly incremental backups are done throughout the day
- Backups are rotated to the opposite side of the country each night



**FERPA**

The Federal Government has strict rules related to protection of a student's personal information. EDC Corporation does not distribute any customer data to any third-party. EDC Corporation only allows database access to those employees specifically designated by the customer through creation of a log-in and password and granting security privileges. EDC will destroy or return any personal information existing in the AIMS database per the customer's request and requirements.



**Data Security and Confidentiality:**

As used herein, the term shall mean “Client” agency licensed to use the AIMS software and related products; and the term “Vendor” shall mean Electronic Data Collection Corporation. In this Agreement, the party receiving information is generically referred to as the “Receiving Party,” and the party disclosing the information is generically referred to as the “Disclosing Party.”

***a) Confidential Information Defined***

In performance of this Agreement, parties may directly or indirectly disclose confidential information, proprietary information, or confidential data (“Confidential Information”).

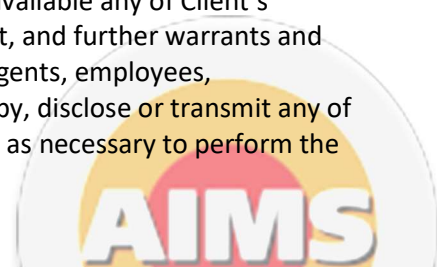
“Confidential Information” shall include any data and/or information that is identified by either party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such information to be confidential, including, but not limited to: (1) personal information of customers, employees, students, and/or donors, including but not limited to, images, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, educational records or other information identifiable to a specific individual that relates to any of these types of information (“Personal Information”); (2) business methods, plans, and practices, financial data, or customers lists; (3) trade secrets, inventions, methodologies, research plans, products, product plans, patent applications, and other proprietary rights, and any specifications, tools, computer programs, source code, object code, documentation, or technical information; or (4) any other proprietary information or data the Disclosing Party maintains in confidence.

Confidential Information shall not include information the Receiving Party can prove by clear and convincing written contemporaneous evidence is: (1) publicly known through no fault or negligence of the Receiving Party; (2) rightfully possessed by the Receiving Party prior to disclosure by the Disclosing Party; (3) rightfully obtained by the Receiving Party from a third party in lawful possession of such Confidential Information without obligation of confidentiality; (4) independently developed by the Receiving Party without reference to or use of Confidential Information; (5) required to be disclosed by law; or (6) necessary to disclose to prevent severe physical injury to or loss of life of an individual.

***b) Use and Non-Disclosure of Confidential Information; Exceptions***

Each party agrees to use the Confidential Information received from the other party only as expressly permitted in this Agreement or when reasonably necessary to perform the party’s duties under this Agreement so long as such disclosure is in accordance with applicable law. To the extent permitted by law, neither party will disclose to any third party the other party’s Confidential Information, in whole or in part, without the prior written consent of the party, or as provided for in this Agreement and in compliance with all applicable state and federal laws; provided however, Vendor may disclose Personal Information of Client data to third party with the written consent of that Client. Notwithstanding the foregoing, either party may disclose the Confidential Information or portions thereof to their respective attorneys or accountants when seeking legal or financial advice.

Vendor specifically warrants and represents that except as otherwise permitted herein, it will not in any manner disclose, disseminate, copy, sell, resell, sublicense, transmit, assign, or otherwise make available any of Client’s Confidential Information to any third party without the prior written permission of Client, and further warrants and represents that it will take all reasonable steps necessary to ensure that its authorized agents, employees, contractors or subcontractors having access to the Confidential Information shall not copy, disclose or transmit any of the Confidential Information, or any portion thereof, in any form, to a third party except as necessary to perform the Services under the Agreement.

***c) Obligations to Secure Confidential Information***

Vendor warrants and represents that it will implement the necessary industry-standard physical, electronic, and managerial safeguards to ensure the confidentiality, integrity, and availability of Client Confidential Information, including but not limited to, the environment in which the Confidential Information is stored, processed, and transmitted. Vendor further warrants and represents that such safeguards will in no event be less than the level of security Vendor uses to protect its own Confidential Information. Vendor shall require its contractors and subcontractors authorized to access Client's Confidential Information pursuant to this Agreement to take similar industry-standard precautions in safeguarding the Confidential Information.

Vendor agrees to comply with all applicable state and federal statutes and regulations governing unauthorized access and disclosure of the Confidential Information including, but not limited to: (1) personally identifiable information from education records as defined in The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and regulations promulgated thereunder; (2) information that is subject to the security provisions of the Gramm-Leach-Bliley Act, 15 U.S.C., Subchapter 1, Sections 6801-6809 (Disclosure of Nonpublic Personal Information); and (3) individually identifiable "personal health information" as defined in the Health Information Portability and Accountability Act ("HIPAA") regulations, 45 CFR Parts 160 and 164.

#### ***d) Obligations upon Breach of Security***

Vendor will report to Client any breach of security resulting in the unauthorized disclosure, misappropriation or unauthorized access of Client Confidential Information ("Breach"). Vendor will promptly investigate any Breach affecting Client Confidential Information and take reasonable measures to identify the Breach's root cause(s), mitigate its effects, and prevent a recurrence. Unless prohibited by law, Vendor will provide Client with a detailed description of the Breach, the type of data that was the subject of the incident, the identity of each affected person, and other information Client may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons.

#### ***e) Survival of Obligations***

The obligation to maintain the confidentiality of the Confidential Information received by the other party will survive termination or expiration of this Agreement, and shall survive for a period of five (5) years thereafter. Except as otherwise set forth below, within sixty (60) days of the expiration or termination of this Agreement, Vendor shall, at Vendor's option: (1) certify to Client that Vendor has destroyed all Confidential Information in its possession; or (2) return all media containing all Client Confidential Information to Client; or (3) take whatever other steps Client requires of Vendor to protect Client's Confidential Information. Client reserves the right to audit, or investigate the use of Client Confidential Information collected, used, or acquired by Vendor or its employees, contractors or subcontractors pursuant to this Agreement. Any costs of such audit or investigation are the sole responsibility of Client.

#### **Acceptance**

---

Accepted by EDC Corporation:

Name: Ellen Genung  
 Title: Vice President  
 Date:  
 Signature:

Accepted by Licensee:



Name:

Title:

Date:

Signature:



**Appendix A: PCI Responsibility Matrix**

<b>PCI Requirement</b>	<b>EDC Corporation Responsibility</b>	<b>Client Responsibility</b>
1: Install and maintain a firewall configuration to protect cardholder data	Limiting network access to and from devices used within the EDC Corporation online ordering platform to the most restrictive possible	Firewalls of all other networks controlled by EDC Corporation's client and other third parties chosen by the client.
Do not use vendor-supplied defaults for system passwords and other security parameters	Adhering to CIS-derived system hardening policies for all devices and systems within the EDC Corporation online ordering platform.	Hardening of all other systems including in-store systems and third parties in PCI scope.
3: Protect stored cardholder data	Securely storing (or not storing) cardholder data within the EDC Corporation platform in line with PCI Requirement 3.	Protecting cardholder data stored in-store or with non-EDC Corporation providers
4: Encrypt transmission of cardholder data across open, public networks	Requiring secure transmission of cardholder data into the EDC Corporation platform and sending data to payment gateways in the most secure manner supported.	Protecting in-store networks and all other third parties within PCI scope against malware
5: Protect all systems against malware and regularly update anti-virus software or programs	Regularly scanning EDC Corporation platform servers for malware and viruses with up-to-date anti-virus software.	Protecting in-store networks and all other third parties within PCI scope against malware.
6: Develop and maintain secure systems and applications	Following secure development and change control procedures for all changes to EDC Corporation platform components and ensuring that all EDC Corporation platform components have the latest vendor-supplied security patches installed.	Ensuring that all non-EDC Corporation platform and components follow secure development, change control and patching processes.
7: Restrict access to cardholder data by business need to know	Restricting access to cardholder data to systems and parties authorized by client.	Restricting access to cardholder data transmitted or stored in-store and by all non-EDC Corporation systems.
8: Identify and authenticate access to system components	Identifying and authenticating access to EDC Corporation controlled components in PCI scope.	Identifying and authenticating access to non-EDC Corporation components.
9: Restrict physical access to cardholder data	Restricting physical access to EDC Corporation's platform to PCI level 1 hosting providers.	Restricting physical access to all non-EDC Corporation controlled devices.
10: Track and monitor all access to network resources and cardholder data	Logging and monitoring all activity occurring within the EDC Corporation Platform	Tracking and monitoring activity that occurs in-store and other non-EDC Corporation systems within scope.
11: Regularly test security systems and processes.	Testing the security systems and processes for the EDC Corporation platform	Testing non-EDC Corporation security systems and processes within PCI scope.







## PARKING MANAGEMENT SOFTWARE by EDC Corporation

### AIMS SOFTWARE LICENSE AGREEMENT

EDC Corporation, hereafter referred to as "Licensor", grants a license to use the following software application:

Product:	AIMS Parking Management Software
User Type:	
Serial Number:	

This Licensing Agreement is subject to the conditions contained within this agreement. The acceptance by the customer listed below, hereafter referred to as "Licensee" is a legal agreement that the licensee agrees to be bound by the licensing conditions contained within this agreement.

Licensee	
Address	

1. **Grant of License.** Use. EDC Corporation grants the licensee a non-exclusive license to use one copy of the aforementioned software program in accordance with the user license listed within this agreement.

For purposes of this section, "use" means accessing the aforementioned Software from the supplied EDC Hosted Servers for use by client supplied devices. Access is provided via your network, so long as you otherwise comply with this License Agreement at the times during use of the Software.

2. **Copyright.** The Software is owned by EDC Corporation and is protected by United States Copyright laws and international treaty provisions. This Software may not be copied for distribution or redistributed under any circumstances without written permission from an officer of EDC Corporation. You may not copy the written materials accompanying the Software.
3. **Other Restrictions.** This EDC Corporation License Agreement is your proof of license for use of the Software and must be retained by you. This License Agreement must be accepted by signature of an authorized agent of the licensee and an officer of EDC Corporation in order to be valid.

This License is non-transferable and is intended for single agency use. The Licensee is specifically prohibited from using this Software to engage in service contracts or in any other service bureau activities without written consent from licensor. The Licensee has use of the Software provided the terms and conditions of this agreement are upheld and Licensee is current in agreed upon payment schedule. You may not reverse engineer, decompile or disassemble the Software.

4. **Contract Term.** The Term of this contract is 3 Years from execution, with renewal options at the Licensee's discretion beginning Year 4. EDC Corporation reserves the right to increase software subscriptions by no more than 5% for subsequent renewals. EDC Corporation will provide the Licensee with written notice of any increase in renewal costs, no less than 90 days prior to the renewal period.
5. **Termination Clause.** This contract may be terminated at the end of the contract term should renewal not be elected by the Licensee or granted by the Licensor. EDC Corporation will return to the Licensee all data and related materials upon termination of this contract.

6. **No Other Warranties.** Except as expressly stated herein, the Software is provided "AS IS" without warranty of any kind. EDC Corporation disclaims all other warranties, either express or implied. The licensee bears all risk relating to the quality and performance of the Software.
7. **No Liability for Consequential Damages.** In no event shall EDC Corporation or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits or revenues, business interruption, loss of business information or other pecuniary loss) arising out of the licensee's use of or inability to use this EDC Corporation product, even if EDC Corporation has been advised of the possibility of such damage.
8. **U.S. Government Restricted Rights.** The Software and documentation are provided with **RESTRICTED RIGHTS**. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraph(c)(1)(iii) of The Rights in Technical Data and Computer Software clause at **DFARS 252.227-7013** or Subparagraph(c)(1) and(2) of the Commercial Computer Software-Restricted Rights clause at **48 CFR 52.227-19**, as applicable. Contractor/manufacturer is EDC Corporation, 13 Dwight Park Dr, Syracuse, New York 13209.
9. **Governing Law.** This Agreement is governed by the laws of the State of New York.
10. **Effect of Agreement.** This Agreement embodies the entire understanding of the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to the Software.

Accepted by Licenser:

Name:	
Title:	
Date:	
Signature	

Accepted by Licensee:

Name:	
Title:	
Date:	
Signature	



## PROPOSAL SECTION 8 - TECHNICAL COMPLIANCE MATRIX (TCM) WORKBOOK

Please refer to the attached workbook (Appendix B). Firms shall complete the tab for each proposed system. For each listed item, Firms shall indicate whether each item is: currently available and meets the requirement; available with configuration; available with custom programming; capable of meeting the requirement with a scheduled, future release; or, not able to meet the requirement. **For submittal, save the completed Microsoft Excel Workbook with the following title, “RFP 5315-20\_Section 8 TCM\_Firm Name”.**

## PROPOSAL SECTION 9 - COST PROPOSAL

Please refer to the attached workbook (Appendix C). Firms shall complete the tab for each proposed system. The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP. **For submittal, save the completed Microsoft Excel Workbook with the following title, “RFP 5315-20\_Section 9 Cost Proposal\_Firm Name”. For optional turnkey pricing, a second set of pricing may be submitted as a Microsoft Excel Workbook with the following title, “RFP 5315-20\_Section 9 Cost Proposal\_Turnkey\_Firm Name”.**

Please note that:

1. Proposals must be for a fixed price solution.
2. All costs for every component referred to in the Proposal, including options, must be included in the Vendor Pricing Workbook.
3. Costs must be unbundled and separately listed. Proposals that do not detail specific costs on the provided forms will be considered non-responsive.
4. Proposed pricing must be supplied “à la carte” in a per component based manner.
  - a. If applicable, a second set of pricing may be supplied per component as a turnkey pricing approach.
5. Firms have the option to provide a value added service package that will include a detailed description of any additional services or support beyond the basic required services proposed that will be included with the proposed services.



6. The Firm shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services). Should the Firm have failed to either include in the price, or to deliver to the City, any component necessary to perform the functionality or provide services as proposed in the RFP, the Firm shall be required to provide the same at the Firm's own expense.



## **APPENDIX A**

### Sample Agreement





## PARKING MANAGEMENT SOFTWARE by EDC Corporation

# Mobile Enforcement

The **AIMS Mobile Enforcement App** provides clients with an easy-to-use, real-time parking enforcement solution utilizing the Android device of your choice. Custom parking tickets are printed to a rugged Bluetooth printer and transmitted in real-time to the AIMS Parking Management System.

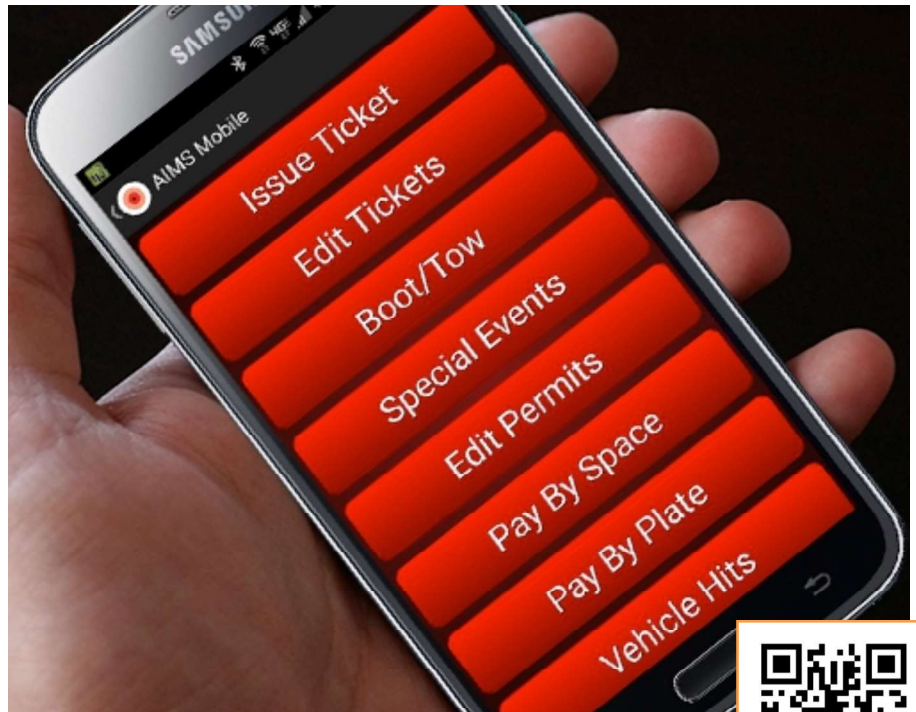
The AIMS Mobile App captures high-resolution color photos, voice memos, and GPS coordinates during citation issuance. Repeat violators, vehicles, and permits are searched in real-time against the AIMS database to identify any required action. AIMS Mobile also integrates in real-time with the Pay-By-Phone, Multi-Space Meter Kiosk, and LPR systems of your choice for field-viewing of active/expired parking sessions directly within the AIMS Mobile App.

### Key features of AIMS Mobile include:

- Real-time transmittal of issued citations to the AIMS Database via Wi-Fi or cellular network
- Real-time electronic tire chalking, synced across all devices in the field
- High-resolution color photo capture and voice memo recording during ticket issuance
- Barcode scanning of permitted vehicles and vehicle registration stickers
- GPS coordinate tracking of issued tickets and enforcement officer routes
- Touch screen or voice data entry
- Third-Party Integration with Pay Stations, LPR Systems and Pay by Phone Systems Automated Upload of Issued Tickets from AIMS Mobile

### Key features of Parking Technology Integration:

- Pay Stations - Current Pay by Space and Pay by Plate information displays directly in AIMS Mobile.
- License Plate Recognition (LPR) Systems - AIMS sends habitual offender and permit information to the LPR System. AIMS Mobile receives vehicle "hit" information from LPR system including: Hotlist hits, Overtime hits, Permit hits, Shared permit hits. Vehicle hit location is sent to the handhelds and displayed via a map for simplified location of the violation.
- Pay by Phone - Verifies initial or extended expiration time. Real-time electronic tire chalking, synced across all devices in the field








## PARKING MANAGEMENT SOFTWARE by EDC Corporation

# Customer Web Portal

**AIMS Web** is a complete self-service e-commerce module that connects in real-time to the AIMS Parking Management System database, the secure payment gateway of your choice, and your in-house directory for customer authentication. Parking customers can utilize any browser, smartphone, or tablet to view their parking history, register vehicles, pay or appeal tickets, purchase parking permits, and join a waiting list. Permit requests can be fulfilled in your parking office or mailed directly to your customer. AIMS Web reduces in-office traffic and makes online parking solutions simple for both you and your customers..


### Parking E-Commerce Key Features Include:


- Online Vehicle Registration and Permit Payment
- Online Waiting List
- Real-time transfer of online Ticket Payments, Permit Requests, Ticket Appeals to AIMS.
- Secure User Authentication
- Real-Time Connection to your secure Payment Gateway



## AIMS Web


The AIMS Self-Service eCommerce Solution

[Login](#)




### View/Manage Account

View and manage your account




### View Account Fees

View all fees on your account




### Lookup Ticket

Search for a ticket




### View Account Tickets

View all tickets on your account




### Pay Ticket

Pay a ticket online




### Appeal Ticket

File a request to appeal a ticket




### View Account Permits

View all permits on your account




### Order Account Permits

Order a new account permit




### Order Visitor Permits

Order a new visitor permit




### Send New Permit Invites

Send a new permit invite



### Claim Permit Invite


Claim a permit invite




### Purchase Event Permit

Lookup and Purchase a Parking Permit for an Event

### Tweets by @AIMSparking

**AIMS-EDC Corporation**  
@AIMSparking

#AIMSparking provides a comprehensive parking management system in one package! Contact @AIMSparking for more info! [goo.gl/HnRvxx](http://goo.gl/HnRvxx)







## PARKING MANAGEMENT SOFTWARE by EDC Corporation

# Ticket Management

The **AIMS Parking Management System** tracks the life of a parking ticket from the moment of issuance, through payment, and each step in between. All of your issued ticket records are displayed on the AIMS Ticket screen where you may manually enter hand-written tickets, post payments, add unlimited comments, view all transactions associated with the ticket, generate letters, attach files, make monetary adjustments, view other tickets issued to the customer, access appeals, voids, schedule hearings, and edit ticket data. Everything you need, all on one comprehensive screen.

### AIMS Ticket Management functionality includes:

- Automated Upload of Issued Tickets from AIMS Mobile
- Automated Registered Owner Lookup
- Automated Billing Statements
- Automatic Fine Escalations and Late Fees
- Payment Posting
- Voids/Appeals and Hearing Scheduling
- Repeat Offender Tracking
- Date or Date-Range Reporting on Issuance, Violations, Locations, and Ticket Revenue
- Multiple Vehicle Assignment and Tracking

**Account**  
**# 1970**  
Chris Genung  
  
Open/Create Account  
Account Search  
  
Account Overview  
Account Activity  
Account Financials  
Account Groups  
  
**Tickets**  
  
Open/Issue Ticket  
Ticket Search  
  
(1) Issued  
16A90007  
(2) Promise To Pay  
16A9033R  
16A90669  
  
**Permits**  
  
Create New Permit  
Permit Search  
Permit Requests  
  
(3) Active  
(1) Carpool Sticker  
CS0003  
(1) Faculty/Staff Permit  
FS0007  
(1) General  
G0001  
(1) Issued  
(1) Faculty/Staff Permit  
FS0007  
  
**Vehicles**  
  
**Adjudications**  
  
**Boot/Tows**  
  
**Carpools**  
  
**Events**

**Ticket Information**  
**Ticket Number**  
16A90007  
  
Agency  
Main  
  
Issue Date: 09/13/2016 Issue Time: 14:45 UnitID:  
  
Issuing Badge: 111 (Dalton Archer) CPI:  
  
Ticket Status  
Issued  
  
Public Comments  
CANNOT PARK AFTER DARK  
  
Private Comments

**Vehicle Information**  
  
Plate Number: UDE745 State / Prov.: New York  
  
Plate Type  
Passenger  
  
VIN: Permit # Reg. Exp. 11/01/2015  
  
Reg. #  
  
VIN4 Year 1992 DMV Name Chris Genung  
  
Make: Geo Model: Maroon Color: Maroon Body: SUV  
  
(1) Violations  

Code	Description	Amount
3J	3J PARKING WITHOUT DISPLAYING PERMIT	\$20.00

  
(1) Surcharges/Uplifts  

Code	Description	Amount
FIRST	First Late fee - 7 days	\$20.00

  
**Pass Information**  
  
Pass Expiration: Elapsed Time:  
  
(15) Tracker (0) Comments (2) Attachments (3) Warnings (0) Hearings (4) Bills

**Location Information**  
  
Meter: Block: 100 Direction: West  
  
Precinct: Main Campus  
  
Location: LOT J  
  
**Timing Information**

**Financial Summary**  

Description	Balance
3J PARKING WITHOUT DISPLAYING PERMIT	\$20.00
First Late fee - 7 days	\$20.00

  
**Account Balance \$1094.17**  
  
Balance Owning: \$40.00  
Amount Paid: \$0.00  
Payment Date: 10/18/2016  
Payment Time: 14:13  
Paid Via: Counter  
Paid By: Cash  
Pay Descriptor:  
Receipt #:  
  
Advanced Payment

(15) Tracker

Show 25 entries Search:

Transaction	Credit	Debit	Posting Date	Violation	Discount	Surcharge	Uplift	User	Termin
Issue Ticket	\$0.00	\$0.00	09/13/2016 02:45 PM					AIMS_FILE_PROCESSOR	AUC
Issue Violation	\$0.00	\$20.00	09/13/2016 02:45 PM	3J PARKING WITHOUT DISPLAYING PERMIT				AIMS_FILE_PROCESSOR	AUC
Issue Uplift	\$0.00	\$20.00	09/27/2016 12:41 PM					EDC	AUC
Issue Ticket Bill	\$0.00	\$0.00	09/27/2016 12:41 PM					EDC	AUC
Change Ticket Status Event	\$0.00	\$0.00	09/27/2016 12:41 PM					EDC	AUC
Issue Ticket Bill	\$0.00	\$0.00	09/27/2016 12:43 PM					EDC	AUC
Attach Attachment	\$0.00	\$0.00	09/27/2016 12:44 PM					EDC	AUC







## PARKING MANAGEMENT SOFTWARE by EDC Corporation

# AIMS Mobile LPR Enforcement

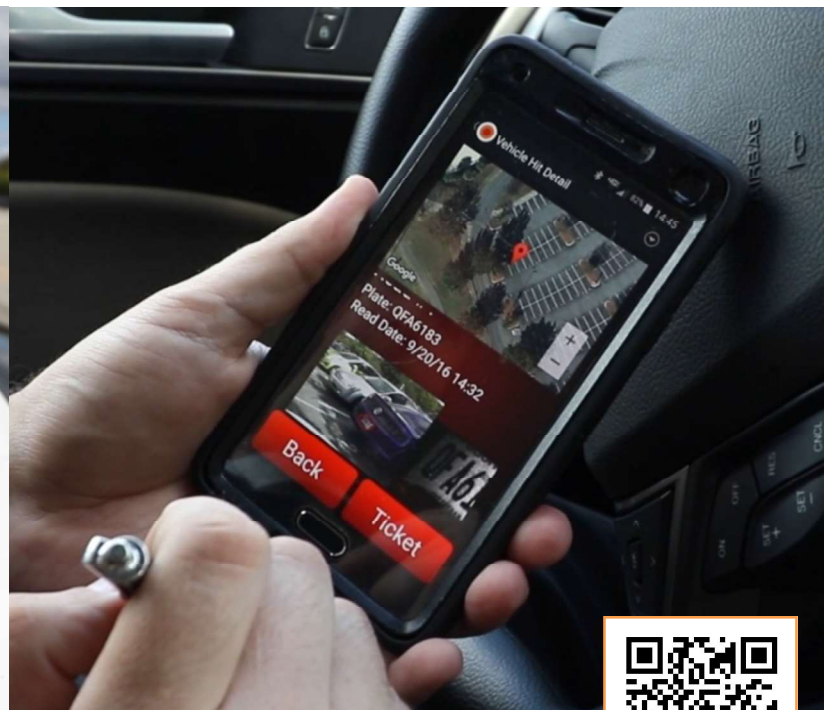
The **AIMS Mobile LPR Enforcement System**, powered by Genetec's AutoVu hardware is a complete in vehicle enforcement package. EDC Corporation provides all services including turnkey on-site installation, system setup and real-time integration with AIMS.

AIMS LPR automates enforcement, lot utilization, in-vehicle citation issuance from a computer and the AIMS Mobile Enforcement App in the field.

LPR cameras read plates as you drive through parking lots and city streets for enforcement. With a direct connection to AIMS, the camera automatically captures vehicles in violation based upon your custom rules and locations. EDC configures the entire system based upon your needs.

### AIMS LPR Key Features Include:

- Genetec AutoVu LPR Cameras, installed and maintained by EDC's Genetec Certified Staff
- In-Car AIMS LPR Module for e-ticket and/or ticket printing
- Real-Time Communication to AIMS Mobile Enforcement Units
- LPR Hits and Reads Reporting in AIMS
- Automated Lot Utilization and Reporting
- LPR Attachments and GPS Coordinates stored with parking citation in AIMS





## PARKING MANAGEMENT SOFTWARE by EDC Corporation

# Permit Management

The **AIMS Parking Management System** simplifies your permitting operation with robust functionality. Unlimited permit types and rates can be created and managed with our easy-to-use system. Permit amounts can be defined on a daily, weekly, monthly, annual, or fixed cost basis to fit your custom needs.

AIMS generates correspondence with both individual and specific groups of permit holders by integrating with your email servers. Notifying your customers of lot closures, permit renewal season, and additional correspondence is a click away and tracked directly in AIMS.

Any payments are recorded directly within the AIMS Permit Screen, eliminating the need to add items to a traditional cart. Permits can be configured for payroll deduction, recurring invoicing, or up-front payments based on your specific organizational needs.

### AIMS Permit Management functionality includes:

- Multiple Vehicle Assignment and Tracking
- Waiting List Management
- Inventory Tracking and Lot Utilization Surveys
- Custom Renewal Letters and Notifications
- Flexible Invoicing Options
- Payment Posting
- Online Permit Registration
- Permit Holder, Location, and Revenue Posting
- Print temporary hangtags and window decals on-demand, directly through AIMS
- Carpool permit management
- Manage Residential Permit Programs
- Interface with Payroll Systems, Student Information Systems, and Gate Arm Software
- Integrates with your permit vendor for direct fulfillment

The screenshot displays the AIMS Parking Management Software interface. The top navigation bar includes links for Account, Tickets, Permits, Vehicles, Payments, Quickletters, Reports, and Tools. The user is logged in as Sam Cusick.

The main content area is divided into several sections:

- Account:** Includes links for Open/Create Account, Account Search, Account Overview, Account Activity, and Account Financials.
- Tickets:** Includes links for Open/Issue Ticket and Ticket Search.
- Permits:** Includes links for Create New Permit, Permit Search, and a list of permits. The list shows (7) Active permits, (2) Commuter Permits, (1) Faculty Staff, (1) Reserved, and (3) Reserved Permits.
- Vehicles:** Includes links for Open/Add Vehicle and Vehicle Search.
- Adjudications:** Includes links for Adjudications and Create Adjudication.

The **Permit Information** section for Sam Cusick is expanded, showing details for a Commuter Permit (Permit Number: 789762345, Status: Active, Amount: \$5.00). It also shows (1) Locations (Commuter Parking Lot 1) and (1) Vehicles (NY ZX2944).

The **(1) Vehicles** section shows details for NY ZX2944, including Plate Number, State/Prov., Plate Type, VIN, Reg. Exp., Reg. #, Make, Model, Color, and Body.

The **(1) Contacts** section shows details for Sam Cusick, including Last Name, First Name, Middle Name, Contact Type, Home/Local address, Street Address, Zip, City, State/Prov., Email Addresses, and Phone Numbers.

The **(6) Tracker** section shows a table with columns for Transaction, Item, Credit, Debit, Posting Date, User, Terminal, Time Stamp, Comment, and Paid Via.

The **Financial Summary** section shows a table with columns for Description and Balance, with a total balance of \$55.00.



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**PARKING MANAGEMENT SOFTWARE**  
by EDC Corporation

# AIMS Fixed LPR Enforcement

The **AIMS Fixed LPR Enforcement System**, powered by Genetec's AutoVu hardware is a complete fixed camera enforcement solution. EDC Corporation provides all services including turnkey on-site installation, system setup and real-time integration with AIMS.

AIMS LPR automates enforcement, lot utilization, citation issuance from AIMS Mobile Enforcement App in the field or through AIMS eTicketing Software in the office.

LPR cameras read plates as you enter the parking location for enforcement. With a direct connection to AIMS, the camera automatically captures vehicles in violation based upon your custom rules and locations. EDC configures the entire system based upon your needs.

## **AIMS Fixed LPR Key Features Include:**

- Genetec AutoVu LPR Cameras, installed and maintained by EDC's Genetec Certified Staff
- AIMS LPR Module for eTicketing and/or ticket printing
- Real-Time Communication to AIMS Mobile Enforcement Units
- LPR Hits, Reads and Lot Utilization Reporting in AIMS
- LPR Attachments and GPS Coordinates stored with parking citation in AIMS
- Pay by plate information is validated and hit information is passed along to the AIMS for enforcement.
- Provides real-time inventory of vehicles parked illegally in monitored parking lots. Officers can easily identify lots with unenforced violators and validate hit information through the AIMS Mobile Enforcement App.
- Fixed LPR can be integrated to an existing PARCS system to allow plate to be used as a credential for opening the gated infrastructure.
- Fixed cameras can utilize AutoVu FreeFlow solution for managing grace periods and automated enforcement.







## PARKING MANAGEMENT SOFTWARE by EDC Corporation

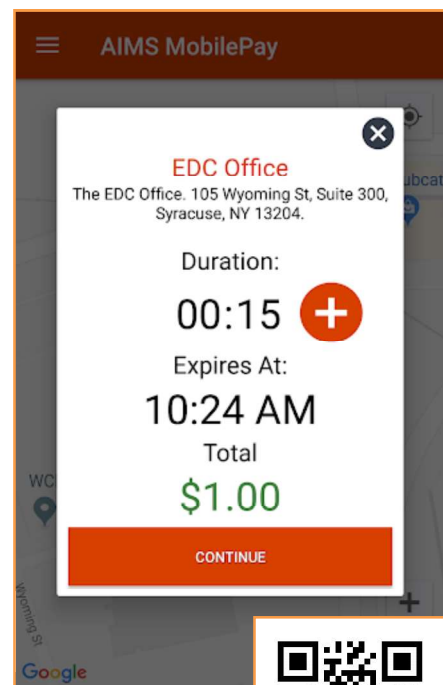
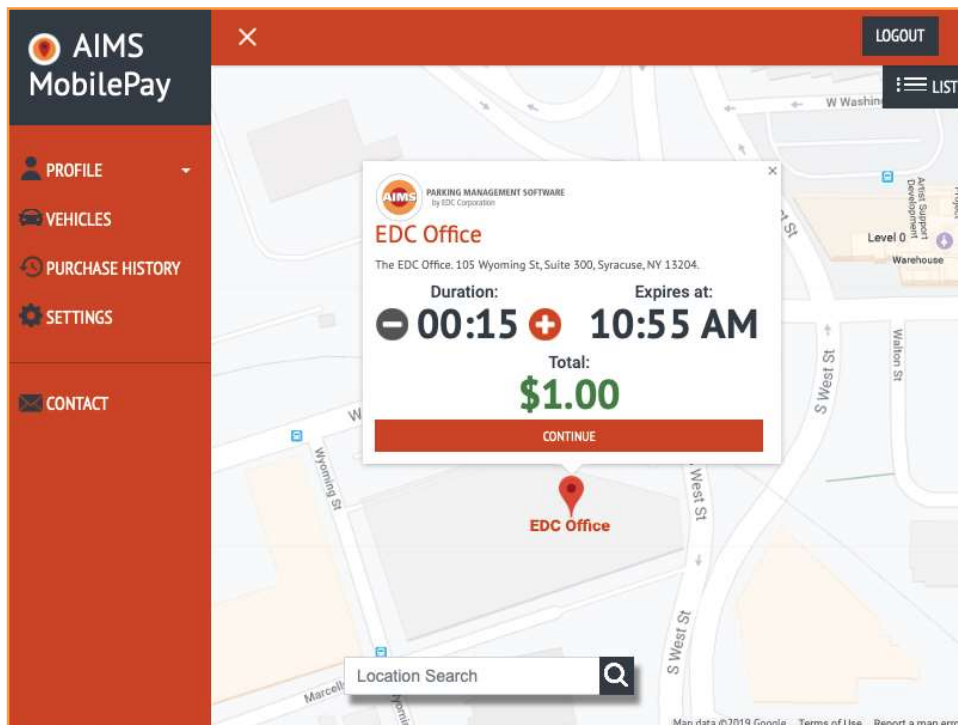
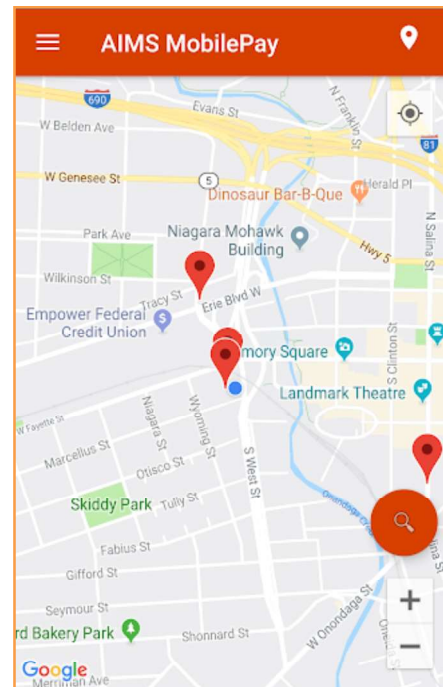
# AIMS MobilePay

**AIMS MobilePay** provides clients with an easy-to-use, cashless pay by phone solution that is fully integrated to the AIMS Parking Management System. AIMS MobilePay is accessible via iOS, Android or any web browser.

Clients can manage and configure AIMS MobilePay parking rates, locations and duration directly within the AIMS Parking Management System. Users can utilize their GPS location to display available parking locations and rates on a map. Parking information is provided in real-time to AIMS Mobile enforcement with no need for additional third party integrations.

### Key features of AIMS MobilePay include:

- Direct integration to AIMS Parking Management System.
- Manage parking rates and availability directly within AIMS.
- Ability to pre-pay for parking prior to arrival.
- Reminder notification to extend parking
- Manage more than one vehicle plate per account.
- Manage multiple payment methods per account.
- Track all financials directly within AIMS.





## **PARKING MANAGEMENT SOFTWARE** by EDC Corporation

# System Integration

**AIMS integrates** with the various external systems your agency already uses to facilitate demographic import, export of receivables, import of payments, vehicle owner retrieval, collection agencies, payroll deductions, user authentication, print shops, and your gate arm software.

You can use our numerous APIs for real-time integration with your systems or schedule batch-file transfers to run unattended. The AIMS Parking Management System integrates with popular enterprise and accounting systems such as PeopleSoft, Ellucian Banner, Ellucian Colleague, and many more. We can also integrate with any home-grown systems you may have created yourselves. We offer real-time authentication through Shibboleth, LDAP, CAS, MS Active Directory, or your in-house directory.

### **Enterprise Systems**

- **Higher Education**
- Import Person Data – name, address, email, other information
- Residence Systems – determine permit type/ location eligibility
- Student Accounts – send charges and credits, import payments, holds and releases
- Payroll – send charges in total or incremental deduction amounts, import deducted amounts.
- Permit Fulfillment – information sent to permit vendor for direct fulfillment
- **Municipal and Other Systems**
- Cashiering Systems – two way integration to send charges, import payments
- Bank Lockbox – payment import
- General Ledger – full accounting
- Court Systems – export related information, import payments if appropriate
- Collection Agencies – Two way interface to send and receive ticket information and payments.

### **Payment Gateways**

- AIMS integrates with most popular providers to process online payments.

### **Sign-On-Authentication**

- Integration with LDAP, Shibboleth, Active Directory, or CAS

### **Enforcement Related Systems**

- Meters – Pay by plate or pay by space
- Gate Systems – AIMS automatically sends access on and off privileges based on permit status
- Pay by Phone systems – current payment status in AIMS Mobile
- License Plate Recognition systems – AIMS Mobile locates plate hits requiring action
- Immobilization – Integration with self-service boot removal systems

### **Vehicle registration Information**

- Local State registered owner lookup
- National owner lookup service

### **Print Shop**

- Don't want to print or mail internally? AIMS will integrate with the service provider of choice.



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## PARKING MANAGEMENT SOFTWARE by EDC Corporation

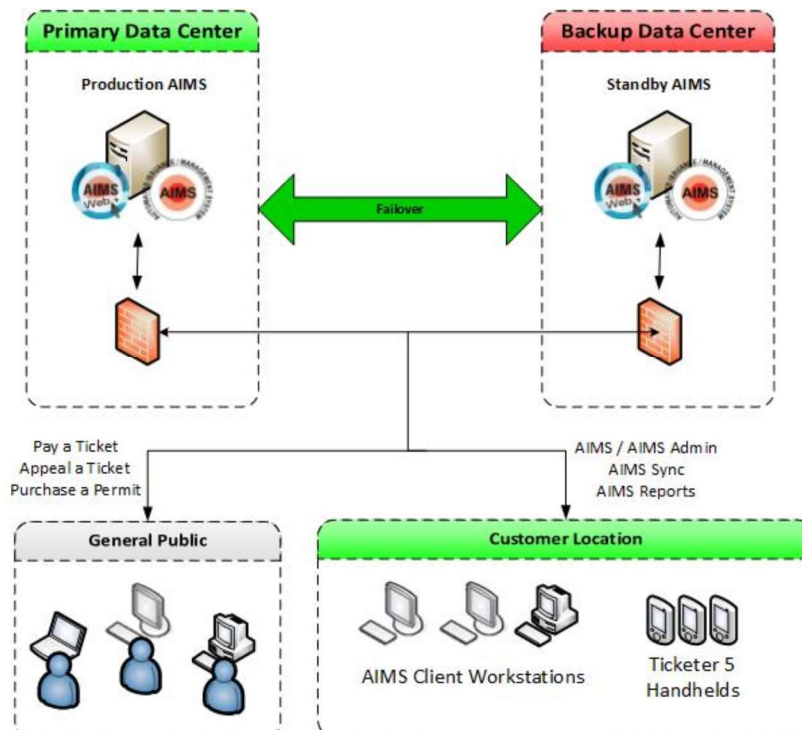
# Hosting Solutions

**AIMS** and **AIMS Web** hosted remotely by EDC Corporation provides clients with all the functionality and features as found with an on-site installation. IT and Support services, updates, backups, firewalls, security, redundancy, and equipment are all provided by EDC Corporation. Clients are responsible for only the workstation and Internet connection.

With an AIMS Hosted solution, your parking management system is safe, secure, and PCI compliant. EDC Corporation's reliable support staff will manage your application server, database server, and web server so you don't have to. We offer triple redundancy, real-time backups, and security you can count on. .

### AIMS Hosting Solution Advantages:

- Database, Application and Web Server Hosting
- Software updates, database patches, and any web enhancements are performed by EDC Corporation
- Reduce Server Expenses
- Reduce Internal IT Expenses and Time
- PCI DSS v 3.1 Validated Level 1 Service Provider



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## PARKING MANAGEMENT SOFTWARE by EDC Corporation

# AIMS eTicketing

The **AIMS eTicketing System** provides parking enforcement personnel with digital tools for virtual enforcement. LPR-equipped vehicles and Fixed LPR cameras continually patrol and monitor parking lots, garages and streets, tracking vehicles and easily triggering needed citations in real-time. On the backend of the system, office personnel review the LPR data and issue citations from the safety of their office via email or, if desired, through AIMS' print-and-mail ticket management system..

### Benefits of AIMS e-Ticketing:

- **Increased officer safety** – The officer continues to work in the LPR vehicle, checking plates without having to exit and interact with disgruntled customers.
- **Increased efficiency and citation issuance rates** – Mobile and fixed LPR cameras do the work in the field, enabling office staff to efficiently review hits and issue citations without the enforcement officer having to walk from vehicle to vehicle, across campus, or across city blocks.
- **Fixed cameras can capture violators without an LPR vehicle** patrolling a lot or parking structure to physically place the citation on the windshield
- **Reduced costs** in enforcement staff and parking violation stock
- **Increased accuracy** as the office has more time to review data before completing the citation
- **More information** can be sent with the citation than can be printed on a ticket. This information can include images from the LPR cameras and the GPS location of the ticket.
- **AIMS generates and delivers the ticket automatically**







**PARKING MANAGEMENT SOFTWARE**  
by EDC Corporation

# Event Management

The **AIMS Event System** offers complete control of your event parking needs including setup and tracking of events, pre-payment of event permits online, and real-time event permit sales in the field. AIMS Event Management and the AIMS Web Event Module provide straight-forward, well thought out processes for your parking office, event patrons, and lot attendants. AIMS will make managing your next event's parking a pain free experience.

**Event Management Key Features Include:**

- Manage your special events including billing contact, assigned resources, employees, notes
- Assign event permit types and rates
- View permits sold/assigned to the event
- Robust Reporting
- Customer can pre-purchase and print their event permit
- AIMS Mobile cash & credit card sales
- Real-time validation of pre-printed customer permits



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ZEBRA

# ZQ500 Series Mobile Printers

## EXCEPTIONAL DURABILITY AND RELIABILITY IN THE TOUGHEST ENVIRONMENTS

Zebra's ZQ500™ Series offers best-in-class, rugged mobile printers for applications outside of a business's four walls. The premium 3" (72 mm) ZQ510™ and 4" (104 mm) ZQ520™ printers are Zebra's next-generation of high-performance mobile printers. The printers' patented, military-grade design provides exceptional durability and reliability in the toughest environments.



ZQ520

ZQ510

Optimized for on-demand receipt printing in transportation and logistics and government, the ZQ500 Series can also produce labels for a range of applications. These printers can withstand the drops, bangs, bumps, accidents and environmental extremes that are common in mobile workplaces — making them ideal for on-the-go employees whose productivity depends on maximum printer functionality.

With Zebra's ZQ500 Series, you gain the peace of mind knowing your mobile printers will not only withstand the elements, but also provide the power, connectivity and reliability your mobile employees need. Qualified by a third-party laboratory per MIL-STD 810g for drop and vibration test procedures, the ZQ500 Series printers feature a unique combination of an IP54-rated design for protection from dust ingress and water spray and engineering details — making these printers the most rugged mobile printers on the market.

In addition to offering easy setup, the printers are simple to manage and maintain with the Link-OS® environment, advanced Bluetooth® Smart Ready 4.0 (Low Energy) connectivity and Print Touch™ device pairing. ZQ500 printers are "Made for iPod® / iPhone® / iPad®" (MFi) and Wi-Fi Alliance certified to support connectivity to a range of Apple®, Android™ and Windows® Mobile devices. And, with best-in-class accessories that are compact and multi-purpose, the ZQ510 and ZQ520 printers can transform cars, trucks and vehicles into productive mobile offices.

### Tough. Reliable. Powerful.

On-the-go productivity requires dependable solutions in every situation. The high-performing ZQ500 Series stands up to the test every time regardless of the environment.

#### Rugged Design

Mobile work environments can be abusive for hardware. The ZQ500 printers are lightweight, yet engineered to handle the bumps, drops and collisions that are part of the job. The ZQ510 and ZQ520 printers feature a patented military design that meets third-party-verified MIL-STD 810g military standards for shock, vibration and temperature exposure. The printers can withstand repeated drops to concrete from 6.6' on multiple sides — and when paired with the optional exoskeleton case can withstand drops from 10'. And for additional protection, the ZQ510 and ZQ520 printers are designed to guard media from being ejected when the printer is dropped, keeping your workforce productive and focused while on the move.

#### Environmental Endurance

Zebra® not only protects your hardware, but also your operational uptime. The ZQ500 printers meet IP54-rating for resistance to dust and liquids that are common in mobile environments — from dirt in the field to crumbs in a service vehicle. And with cold temperature compensation, the ZQ500 Series automatically optimizes and balances print speed and print quality in cold temperatures.

#### Optimized Printing Power

To keep your employees on task and on schedule, the ZQ500 Series are the first Zebra products to support a secondary Bluetooth communication channel, an innovative feature that allows one channel to send print jobs to the printer while a second channel performs additional functions such as device management. ZQ500 printers also feature "draft mode," which optimizes the printing speed (5+ inches-per-minute) for text-only printing. And with Power Smart Print Technology™, the printers can anticipate what users will print, saving batter power yet delivering fast, high-quality receipts and labels.


#### Simple to Use

ZQ500 printers are designed for intuitive, simple use — from the first shift to the last. The simplified user interface reduces the amount of accidentally changed printer settings, and the large buttons increase accuracy for gloved hands and fingers. Intuitive media loading reduces time employees spend changing rolls, and with sleep mode the printer wakes up when a job is sent and conserves battery power when not in use.



For more information about the ZQ500 Series Mobile Printers, visit [www.zebra.com/zq500](http://www.zebra.com/zq500) or access our global contact directory at [www.zebra.com/contact](http://www.zebra.com/contact)

ZQ500 Series Specifications

PRINTER NAME	
ZQ510	
ZQ520	
STANDARD FEATURES	
<ul style="list-style-type: none"><li>• Apple iOS, Android, Windows Mobile and BlackBerry® connectivity</li><li>• Direct thermal printing of barcodes, text and graphics</li><li>• 203 dpi resolution (8 dots per mm)</li><li>• Print speed up to 5"/127 mm per second (with Draft mode enabled)</li><li>• CPCL and ZPL® programming languages</li><li>• XML support</li><li>• Resident fixed and scalable fonts</li><li>• 400 MHz 32-bit ARM® processor with 256 MB RAM (8 MB available for user applications)</li><li>• 512 MB Flash supports downloadable programs, receipt formats, fonts and graphics (64 MB available for user storage)</li><li>• USB On-The-Go ports (with optional strain relief cable)</li><li>• 2450 mAh removable, rechargeable PowerPrecision+ Li-Ion battery</li><li>• Built-in battery charger</li><li>• Black mark and gap media sensing using fixed center position sensors</li><li>• Optional linerless platen</li><li>• Cold Temperature Compensation mode-optimizes / balances print speeds to allow for better print performance at lower temps</li><li>• Dual-sided tear bar which allows for clean tear in either direction (not available with linerless SKUs)</li><li>• Supports vertical and horizontal printing</li><li>• Printer can be used in any orientation</li><li>• Center-loading media locking for variable roll widths</li><li>• “Clamshell” design for easy media loading</li><li>• Management: Mirror, SNMP, Web server, Profile Manager, AirWatch® and Wavelink Avalanche®</li><li>• Bluetooth 4.0 Smart Ready Low Energy radio</li><li>• Simple easy-to-read LCD with large icons for battery and wireless status</li><li>• Tolerance of multiple drops from 6.6' (2 m) to concrete</li><li>• Label odometer</li><li>• NTP (Network Time Protocol) support via WiFi</li><li>• QR code links to web-based help pages; not displayed on LCD</li><li>• Semi-sleep / instant on mode — which allows the printer to “wake” on touch (Wake on BT only supported in BT 4.0 radio), or on Bluetooth print job transmission</li><li>• Zebra® Print Touch simplifies Bluetooth pairing and launches web-based help pages with Near Field Communication (NFC) enabled devices</li><li>• Power Smart Print Technology — anticipates upcoming printing to optimize battery consumption and print speed</li></ul>	
PRINTER SPECIFICATIONS	
Resolution	203 dpi resolution (8 dots/mm)
Maximum Print Width	ZQ510: 2.83"/72mm ZQ520: 4.09"/104mm
Maximum Print Speed	Up to 5"/127mm per second
Media Sensors	Black mark and gap media sensing using fixed center-position sensors
Print Length	Maximum: 39"
Power	 2450 mAh removable, rechargeable PowerPrecision+ Li-Ion battery, with optional extended battery

MEDIA CHARACTERISTICS		
Maximum Media Width	ZQ510: 3.15"/80 mm +1 mm ZQ520: 4.45"/113 mm +1 mm	
Maximum Media Roll Size	ZQ510: 2.0"/51 mm ZQ520: 2.24"/57 mm	
Thickness	0.0063" (0.1600 mm) for labels and 0.0055" (0.1397 mm) for tag/receipt	
Media Types	Receipt, Gap/Black mark Label, Tag	
OPERATING CHARACTERISTICS		
Environmental	Operating Temperature: -4°F to 131°F/-20°C to 55°C Operating Humidity: 10% to 90% non-condensing Charging Temperature: 32°F to 104°F/0°C to 40°C Cradle Temperature: 32°F to 122°F/0°C to 50°C Storage Temperature: -22°F to 150°F/-30°C to 66° C Storage Humidity: 10% to 90% non-condensing	
Agency Approvals	Emissions: FCC Part 15, Subpart B, EN55022 Class-B, EN60950, EN55024 and VCCI class B Susceptibility: EN55024, EN61000-4-2, EN61000-4-3, EN61000-4-4, and EN61000-4-5 Safety: CE, UL, TUV, CSA	
PHYSICAL CHARACTERISTICS		
	ZQ510	ZQ520
Length	2.4"/62 mm	2.6"/67 mm
Width	4.7"/120 mm	6.1"/155 mm
Height	5.9"/150 mm	6.2"/158 mm
Weight (w/battery)	1.39lbs/0.63 kgs	1.73lbs/0.79 kgs
SOFTWARE TOOLS		
<a href="#">Link-OS Solutions</a> <b>Profile Manager</b> — Advanced, server based device management for networked printers, operates via a web browser interface <b>Cloud Connect</b> — Secure, direct, encrypted and authenticated connections to the web for printing and device management <b>Virtual Devices</b> — Use legacy and non-Zebra command languages to print labels and tags <b>Zebra Utilities</b> — Print from iOS, Android, Windows Mobile devices <b>Print Station</b> — Driverless printing from Android devices <b>AirWatch Connector</b> — Manage from within the AirWatch environment <b>Multiplatform Software Development Kit</b> — Simplifies printing application development with support for Blackberry, Apple, Android, WinCE®, WinMobile®, Windows desktop and Linux/Unix platforms		
BARCODE SYBBOLOGIES		
<b>CPCL Barcode Sybologies</b> <ul style="list-style-type: none"><li>• Barcode Ratios: 1.5:1, 2:1, 2.5:1, 3:1, 3.5:1</li><li>• Linear Barcodes: Code 39, Code 93, UCC/EAN128, Code 128, Codabar (NW-7), Interleaved 2-of-5, UPC-A, UPC-E, 2 and 5 digit add-on, EAN-8, EAN-13, 2 and 5 digit add-on</li><li>• 2D Barcodes: PDF417, MicroPDF417, MaxiCode, QR Code, GS1/DataBar™ (RSS) family, Aztec, MSI/Plessey, FIM Postnet, Data Matrix, TLC39</li></ul> <b>ZPL Barcode Sybologies</b> <ul style="list-style-type: none"><li>• Barcode Ratios: 2:1, 3:1, 5:2, 7:3</li><li>• Linear Barcodes: Code 11, Code 39, Code 93, Code 128, ISBT-128, UPC-A, UPC-E, EAN-8, EAN-13, UPC-A and UPC-E with EAN 2 or 5 digit extensions, Planet Code, Plessey, POSTNET, Standard 2 of 5, Industrial 2 of 5, Interleaved 2 of 5, LOGMARS, MSI, Codabar, and GS1 DataBar (RSS)</li><li>• 2D Barcodes: PDF417, MicroPDF-417, Code 49, TLC39, Maxicode, Codablock, Data Matrix, QR code, Aztec</li></ul>		

Ideal for These Applications

Manufacturing

- Field sales
- Field service
- Direct store delivery
- Proof of delivery

Retail

- Inventory management, cycle count
- Receiving, put-away, reverse logistics
- Picking, staging, packing, shipping
- Quick and efficient checkout
- Customer experience

Transportation and Logistics

- Receiving, put-away, reverse logistics
- Inventory management, cycle count
- Cross-docking
- Picking, staging, packing, shipping
- Direct store delivery
- Fleet management and maintenance
- Proof of pickup and delivery
- Ticketing
- In-cabin services

# ZQ500 Series Specifications

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## FONTS AND GRAPHICS

### CPCL Font Specifications

- Standard Fonts: 25 bitmapped, 1 smooth, scalable (CG Triumvirate Bold Condensed\*)
- Optional Fonts: downloadable bitmapped/scalable fonts
- CPCL Asian Fonts are not supported

\*Contains UFST® from Agfa Monotype Corporation

### ZPL Font Specifications

- Character Fonts: Standard bitmapped Zebra fonts: A, B, C, D, E (OCR-B), F, G, H, (OCR-A), GS, P, Q, R, S, T, U, V and Ø Smooth font (CG Triumvirate Bold Condensed)
- Unicode Scalable Swiss 721 is preloaded on the printers E: memory location (supports Latin, Cyrillic, Arabic and Hebrew)
- Google/Adobe Hans (Asia SKUs only)
- Thai Angsana (Asia SKUs only)

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## OPTIONS AND ACCESSORIES

- ZebraNet® 802.11a/b/g/n radio with support for: Wi-Fi® Certification  
Bluetooth 3.0/802.11b/g Multiport Radio (can be used simultaneously)
- Security modes 1 – 4
  - "Made for iPod/iPhone/iPad" (MFi) certified
  - WEP, TKIP and AES encryption
  - WPA and WPA2
  - 802.1x (with WEP, WPA, or WPA2)
    - EAP-FAST, EAP-TTLS, EAP-TLS, PEAP, LEAP
  - 802.11d and 802.11i
  - Key Bonding

ZBI 2.x™ — powerful programming language that lets printers run standalone applications, connect to peripherals, and much more

ESC-POS available via post-sale download

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## PRODUCT WARRANTY

ZQ500 Series Printers are warranted against defects in workmanship and materials for a period of 1 (one) year from the date of shipment. For the complete warranty statement, please visit: [www.zebra.com/warranty](http://www.zebra.com/warranty).

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## RECOMMENDED SERVICES

The Zebra OneCare Service portfolio of Essential, Select and Premier maximizes the availability and productivity of your devices. Key features include 24/7 technical support, comprehensive coverage, advance replacement and software updates. Optional Visibility Services are available. For more information go to [www.zebra.com/zebraonecare](http://www.zebra.com/zebraonecare).

For optimum print quality and printer performance, use genuine Zebra supplies. Specifications subject to change without notice.



NA and Corporate Headquarters | +1 800 423 0442 | [inquiry4@zebra.com](mailto:inquiry4@zebra.com)

# AutoVu™ SharpZ3

## Mobile Automatic License Plate Recognition System

### High performance and edge-based mobile ALPR

The AutoVu™ SharpZ3 is a mobile automatic license plate recognition (ALPR) system that goes beyond traditional plate identification. It brings new levels of insight in vehicle analytics, situational awareness, and accuracy.

The SharpZ3 is powered by the Intel® Movidius™ Myriad™ X VPU. Designed to deliver high-performance processing at the edge, it takes advantage of the latest machine learning technologies to redefine what mobile ALPR can do. With its third optical sensor, it can precisely position objects and vehicles around the license plate to understand the context of each read. With its modular design, the SharpZ3 gives users the flexibility to add new functionalities over time.

### Features

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Powered by AutoVu MLC machine learning based engine

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Built-in suite of vehicle analytics:  
Country of origin, state, vehicle type, color, and object distance detection

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Ultra-low reading latency

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3 optical sensors

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Modular chassis

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Optional advanced GPS positioning with dead reckoning

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Up to 4 high-definition ALPR cameras on the same base unit

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Unified with Genetec Security Center

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## Get more from your mobile ALPR system

### Go beyond conventional mobile ALPR

The SharpZ3 system is built on deep neural network architecture to unlock new insights through innovative analytics. These include vehicle type, color, state, and object distance detection. The deep learning capability also allows the system to deliver higher accuracy and capture rates while reducing misreads.

### Capture the full picture

The third sensor embedded in the SharpZ3 helps it accurately capture multiple plate designs in complex urban environments. These include flat, embossed, reflective and non-reflective license plates. The extra sensor also allows stereoscopic distance determination of objects detected.

### Evolve your system with ease

The SharpZ3 is designed with growth in mind. The modular chassis of the SharpZ3 will protect your investment and let you tap into new modules and capabilities over time. This reduces the complication and cost of hardware replacement.

## AutoVu SharpZ3 Camera Specifications

### ALPR camera sensors

1456(H) x 1088(V) progressive scan @30fps, monochrome, global shutter

### ALPR capture range

Up to 63-foot (19-meter) range with retro-reflective license plates

### ALPR camera lens options

8mm, 12mm, 16mm, 25mm

### Context camera sensor

1456(H) x 1088(V) progressive scan @30fps, color, B&W night mode with 940nm illuminator, global shutter. JPEG still images and MJPEG video streaming

### Context camera lens

Based on ALPR lens configuration: (4mm, 6mm, 8mm, 12mm)

### Illuminators

Pulsed LED illuminator (740nm, 850nm, 940nm, 590nm)

### Water-resistance | sealing

IEC 60529 IPx6, IPx7 | IEC 60529 IP6x

### Dimensions

1.65 (h) x 5.12 (w) x 3.56 (d) inches (4.2 x 13 x 9 cm) | Excludes cabling and mounting bracket

### Weight

1.2 lbs (0.54kg)

### Color

Available in black/white

## AutoVu SharpZ3 Base Unit Specifications

### II/O

Base unit:

2x 10/100/1000 Base-T Ethernet ports (RJ45)

4x digital inputs (triggers), 0~32Vdc, opto-coupled

4x dry-contact outputs (relays): 2x 0.25A solid state relays, 2x 8A electromechanical relays

1x regulated 12V AUX output power, 200ma

### Mounting options

Horizontal and vertical

### Dimensions

3.6 (h) x 8.6 (w) x 9.3 (d) inches (9.1 x 21.8 x 23.6 cm).

Excludes cabling, cable racks and mounting brackets

### Weight

Base unit: 4.4 lbs (2.0 kg)

ALPR module: 2-ports: 4.1 lbs (1.9 kg)

ALPR module: 4-ports: 4.4 lbs (2.0 kg)

### Processors

Intel Atom Processor E3950

Intel Myriad X VPU (machine-learning co-processor)

### Power

12/24Vdc nominal (9 to 32 Vdc)

### Optional modules:

2x ALPR base unit module:

Typical Power consumption: 50W

4x ALPR base unit module:

Typical Power consumption: 98W

## AutoVu SharpZ3 System Certification (Camera + Base unit)

### Vibration

IEC 60068-2-64

### Shock resistance

IEC 60068-2-27

### Electromagnetic immunity & emissions

FCC part 15 Sub-part B | ICES-003 Issue 4 | CISPR32 / EN55032 | CISPR35 / EN55035 | CISPR25 / EN55025 | EN 50498

### CE marking

EMC Directive 2014/30/EU; Automotive EMC Directive 2004/104/EC; RoHS Directive 2011/65/EU

### Temperature

-40°F to 122°F (-40°C to 50°C) operating; -40°F to 185°F (-40°C to 85°C) storage

-40°F to 149°F (-40°C to 65°C) base unit operating, w/optional cooling pack

Certifications: IEC 60068-2-1 Category Ad | IEC 60068-2-2

Category Bd | IEC 60068-2-14 Category Na

Includes hi-temp auto-shutoff protection

### Genetec Inc.

genetec.com/locations

info@genetec.com

@genetec

## EXHIBIT C

## Scope of Services

Electronic Data Collection Corp. (EDC) will provide the City of Spokane with:

1. AIMS Citation Management System (CMS) with Interactive Voice Response (IVR) and Boot and Tow Module
2. AIMS Mobile Enforcement App (Ticketer)
3. AIMS Permit Management System (PMS)
4. AIMS Web
5. AIMS Mobile LPR Enforcement System (LPR System)

For the purposes of this document, “Systems” is used to describe all the above listed services.

### **1. AIMS Citation Management System (CMS) with Interactive Voice Response (IVR) and Boot and Tow Module**

AIMS CMS is the software solution provided by EDC to supply the City with access to all parking citation processing functions. The core functionality includes citation inquiry, citation entry, payment processing, adjudication and hold processing, in-state and out-of-state registered owner lookups, enforcement analytics and reporting, access to documentation and photos, and citation history. The Technical Compliance Matrix (Exhibit D), 2.1 Citation Management System has the City’s list of specifications with EDC’s ability to meet them and any configurations needed for the AIMS CMS.

The Boot and Tow Module is also part of the AIMS CMS and is included in the solution for the City. The Boot and Tow module manages, and tracks boot and towing operations dispatched and performed by the City staff. The module integrates real-time with AIMS Systems.

IVR specifications are in Exhibit D, CMS tab, under 2.1.4 CMS IVR and Customer Technical Support. The IVR system will provide a dedicated phone number and specific setup customers to call in to pay parking citations from phone prompts in English or one of 44 other languages (currently) available. The IVR works in real time with the AIMS Systems. The IVR system will provide routing of customer service calls to City staff and EDC’s technical support. The City will have an IVR contract for one (1) year, which can be renewed annually thereafter; the IVR system can be cancelled at any time with 30-day notice. Costs and Fees are in Exhibit E. Exhibit G is an example of AIMS Compass Pay IVR Flow.

AIMS CMS is a monthly software subscription. Customer convenience fees for transactions are separate as is the IVR system monthly fee.

EDC will provide the City with S300 Credit Card devices (Exhibit F). The City will start with 4 devices. Costs and fees associated with the devices are listed in Exhibit E. The City will be using their existing payment processor; however, the Bluefin payment gateway services are required to operate the card-present devices. Bluefin is also required for online credit card transactions if recurring permit sales are to be employed.

AIMS Extensions is an included browser add-on used to communicate with peripherals like receipt printers and signature pads.

EDC will have project manager and key personnel who will be responsible for project oversight and delivery of AIMS CMS. The Project Manager will be the single point of contact for the City and is



responsible for the management, implementation, and on-going troubleshooting of AIMS CMS during installation. The Project Manager will coordinate efforts with the City designee. The Project Manager will be available by telephone or video access during implementation to respond to City needs, questions, and or issues. The Project Manager will develop, in consultation with the City, a detailed implementation and project plan as detailed in EDC's Proposal (Exhibit B) pages 6-10.

Technical requirements for AIMS CMS are in the Technical Compliance Matrix (Exhibit D) specifications under 2.1.6 CMS Technical Requirements. AIMS will provide the City with a solution that supports specific software installation, reporting requirements, open-source API provision, and integrations. AIMS is a browser-based application but the "AIMS Admin" and "Integrated Report Designer" are client-server executables that will need to be installed on any City PC's that will need to run those programs. The Admin and Report Designer programs can be set to automatically update when new versions of AIMS are installed on the hosted application server. Otherwise, executables are available for download from <https://aimsparking.com/downloads>.

EDC will convert records and data from Duncan Solutions (PAM) before July 16, 2021. The City intends on migrating or converting all open (unpaid) citations, and three (3) years of closed citations from PAM to EDC's AIMS database. The City may elect to transition all open/active citation, and adjudication data. EDC will program a database conversion tool, execute, and test. EDC included one (1) test database conversion and one (1) final database conversion as part of the pricing proposal.

## **2. AIMS Mobile Enforcement App (Ticketer)**

Citation issuance hardware and software specifications are listed in Exhibit D, under 2.1.1. EDC will provide the City with AIMS Mobile Enforcement App (Ticketer) on any Android 4.5 or higher OS phone (aka handhelds). Ticketer is real-time citation issuance software, and the City is charged monthly for each Android device that has the software installed on it. The City has elected to use their own handhelds; however, can purchase handhelds from EDC at any point. Ticketer is downloaded from the Google Play store, or can be downloaded directly from the AIMS website. Authorized users will use secure credentials to login. Phones can be set up by AIMS during training and by the City thereafter.

The City may elect to purchase printers from EDC through this contract. The City will use existing Zebra ZQ510 printers and purchase new batteries through EDC to start. Printer fee options are listed in Exhibit E. All printers in use must be the same make/model.

EDC will provide the City with custom thermal paper citation stock for the Zebra ZQ510 printers. Costs and fees for the thermal printer paper are in Exhibit E. The City can choose from several options.

## **3. AIMS Permit Management System (PMS)**

The AIMS PMS is EDC's software and support solution for parking permits. EDC can support both physical and virtual parking permit programs. AIMS PMS will issue license plate-based permits as well as City-approved space-based permits. The Technical Compliance Matrix (Exhibit D), 2.2 Permit Management System has the City's list of specifications with EDC's ability to meet them and any configurations needed for the PMS.

EDC will have project manager and key personnel who will be responsible for project oversight and delivery of AIMS PMS. The Project Manager will be the single point of contact for the City and is responsible for the management, implementation, and on-going trouble shooting of AIMS PMS during its installation. The Project Manager will coordinate efforts with the City designee. The Project Manager



will be available by telephone or video access during implementation to respond to City needs, questions, and/or issues. The Project Manager will develop, in consultation with the City, a detailed implementation and project plan as detailed in EDC's Proposal (Exhibit B) pages 19-24.

Technical requirements for AIMS PMS are in the Technical Compliance Matrix (Exhibit D) specifications under 2.2.3 PMS Technical Requirements. AIMS will provide the City with a solution that supports specific software installation, reporting requirements, open-source API provision, and integrations.

#### **4. AIMS Web**

AIMS Web is an online customer web portal that connects in real time to the AIMS PMS and CMS. AIMS hosts the server for AIMS Web. Specifications for the online customer portal are in the Technical Compliance Matrix (Exhibit D) under 2.1.3 of the CMS tab, and 2.2.2 of the PMS tab.

Customers can utilize any browser, smartphone, or tablet to view, pay, or appeal tickets and purchase parking permits. The City requires EDC will adhere to payment handling standards, as required by the City, which are detailed in the Technical Compliance Matrix (Exhibit D) specifications under 2.1.5, CMS Payment Process and 2.2.2 PMS Payment Processing.

AIMS Web will be "private label," designed to meet the City of Spokane's branding and marketing standards built in a manner consistent with the look and feel of the City's existing website. City staff will review and approve all proposed data content created by EDC prior to public release.

The online customer portal will be managed by EDC. The portal will be updated with new parking-related information as required. The City will forward website traffic to AIMS Web using forward URL links on the City's website and AIMS Web will include links to send users back to the City of Spokane's website. EDC can integrate with the City's Active Directory logons (Single sign-on (SSO)) so users can use their current login with the City.

AIMS Web will also provide the IVR phone number for CMS and direct email address for technical support to EDC which is easily accessible on AIMS Web.

Technical support calls and emails will be answered within one (1) business day. Complaints made by customers regarding service received by EDC will be logged and reported to the City weekly.

#### **5. AIMS Mobile LPR Enforcement System (LPR System)**

AIMS Mobile License Plate Recognition (LPR) System (AIMS Mobile LPR) is the hardware and software solution provided by EDC to supply the City with real-time license-plate based monitoring of time limits, scofflaw, permit status, pay-by plate parking sessions, and mobile payment. EDC is a certified provider of the AutoVu LPR solution by Genetec. EDC will install and provide support for the LPR, as well as integrations to AIMS Systems. The Technical Compliance Matrix (Exhibit D), 2.3 Mobile LPR has the City's list of specifications with EDC's ability to meet them and any configurations needed for AIMS Mobile LPR.

AIMS Mobile LPR will be fully integrated with AIMS CMS and PMS and will share data with Ticketer. This includes the ability to transfer the LPR time limit marks and captured citation data including license plate information, citation images, time stamps, and GPS locations for citation issuance.

The City will purchase two (2) LPR systems initially, possibly three (3). The City may purchase additional units throughout the duration of the contract. The City anticipates installation on crossover/SUVs.

The AIMS Mobile LPR includes camera equipment (AutoVu Sharp Z3), in-vehicle laptop, mounting equipment and cables, and GPS technology. This equipment comes with a 1-year repair and return warranty. The City must decide on the type of warranty desired at time of LPR purchase. Warranties must be pre-paid and max out at five (5) years. EDC provided options to extend the repair and return warranty or upgrade to the advance repair warranty. The advanced replacement warranty includes coverage of the AutoVu vehicle related hardware, and software upgrades. The advanced replacement warranty provides the City with replacement equipment that is shipped directly to the City vs. sent in for repair. The in-vehicle laptop includes a separate 5-year warranty included with the purchase.

All costs and fees associated with AIMS Mobile LPR are listed in Costs and Fees (Exhibit E), under LPR System. The City will pay installation and shipping for AIMS Mobile LPR, training for Patroller and Security Desk, and the annual LPR hosting fee.

EDC will have project manager and key personnel who will be responsible for project oversight and delivery of AIMS Mobile LPR. The Project Manager will be the single point of contact for the City and is responsible for the management, implementation, and on-going trouble shooting of AIMS Mobile LPR during its installation. The Project Manager will coordinate efforts with the City designee. The Project Manager will be available by telephone or video access during implementation to respond to City needs, questions and/or issues. The Project Manager will develop, in consultation with the City, a detailed implementation and project plan as detailed in EDC's Proposal (Exhibit B) pages 28-33.

#### **Other**

EDC agrees that all data provided by users and staff prevent unauthorized parties from accessing, sharing, or using data without written consent from the City. EDC is not granted non-exclusive rights to have and use City data for private or public use.

EDC will provide all manufacturer's written warranty statement(s) for any software or piece of equipment furnished and installed with their proposal.

EDC will provide the City with AIMS Support Suite, giving the City access to the AIMS Knowledge Base and training videos. It also provides the City with the ability to initiate support requests and review current and past support tickets. AIMS Support and Maintenance information can be found on page 57 of EDC Proposal (Exhibit B).

All support issues are logged in EDC's support system (Zendesk). These support tickets are automatically created an email is sent to [support@aimsparking.com](mailto:support@aimsparking.com). If a customer calls in instead of emailing, the systems analyst that handles the call will create a support ticket manually. EDC will set this up for the City as soon as the contract is executed.

To initiate the Return Merchandise Authorization (RMA) process the City can either call or email, [support@aimsparking.com](mailto:support@aimsparking.com), and a systems analyst will determine if the hardware needs to be sent in for repair. EDC will recommend that the City print off the email which details the problem and include that in the box with the hardware.

EDC will host 3 virtual servers for the City of Spokane, 1) AIMS application & AIMS database (this database contains all parking data) server, 2) AIMS Web+ online customer portal server, and 3) Genetec Security Center LPR Server.

The EDC – AIMS License Agreement Hosted SLA (Exhibit H) is the agreement between EDC and the City for Single Agency Use Software Site License (01222100224) for an EDC hosted environment with an unlimited number of users. There is no cost to the City for this License.

### **Hosting responsibilities for both the City and EDC**

City is responsible for:

- Acquisition and maintenance of their local environment including terminals, printers, internet connection, and any other equipment necessary for their office operation
- Making their data available for hosting by EDC Corporation
- Controlling access level permissions within the parking system for parking staff
- Selecting a payment processor that is PCI compliant
- Following the guidelines defined in the PCI Responsibility Matrix on p. 76 of EDC Proposal (Exhibit B)

EDC is responsible for:

- Securing the compute environment, including the integrity of the application and the redirect page within AIMS Web and AMP
- Management of data center firewalls
- Required use of secure passwords and two factor authentication for administrative duties
- Management of system backups and software updates
- Rollover of the compute environment to the failover environment in the event of a disaster
- Following the guidelines defined in the PCI Responsibility Matrix EDC Proposal (Exhibit B)

EDC acknowledges the confidential nature of the data supplied by the City. Only EDC staff with support or data maintenance responsibility will have access to this data for the sole purpose of fulfilling their duties. This data will not be shared with unauthorized individuals for any purpose.

EDC provides remote hosting services in Amazon EC2 with redundant backups between US East 1 in Virginia and US West 2 in Oregon.

### **Critical Reliability features Include:**

- Full machine backups for restoration into redundant failover environment
- Hourly database backups stored off server for restoration into redundant failover environment
- Maximum distance between production and failover environments in case of natural disaster
- Virtual servers are protected by Amazon Security Groups and software-based firewalls (VPC)
- Administration of your server is only allowed through encrypted connections and by select EDC systems administrators using two factor authentications
- Administration of your server is only allowed from the EDC corporate office in Syracuse, NY
- Monitoring of your AIMS system is done constantly 24/7 and any outage is reported to EDC support personnel for immediate resolution
- Utilizes Amazon's EC2 environment for proven reliability, security, uptime, and scalability

### **Backups**

- The AIMS environment is backed up on both East and West Coast data centers

- Full backups occur each night for restoration in the event of a disaster
- Hourly incremental backups are done throughout the day
- Backups are rotated to the opposite side of the country each night

#### **FERPA**

The Federal Government has strict rules related to protection of a student's personal information. EDC Corporation does not distribute any customer data to any third-party. EDC Corporation only allows database access to those employees specifically designated by the customer through creation of a log-in and password and granting security privileges. EDC will destroy or return any personal information existing in the AIMS database per the customer's request and requirements.

#### **Data Security and Confidentiality:**

As used herein, the term shall mean "Client" agency licensed to use the AIMS software and related products; and the term "Vendor" shall mean Electronic Data Collection Corporation. In this Agreement, the party receiving information is generically referred to as the "Receiving Party," and the party disclosing the information is generically referred to as the "Disclosing Party."

#### ***a) Confidential Information Defined***

In performance of this Agreement, parties may directly or indirectly disclose confidential information, proprietary information, or confidential data ("Confidential Information").

"Confidential Information" shall include any data and/or information that is identified by either party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such information to be confidential, including, but not limited to: (1) personal information of customers, employees, students, and/or donors, including but not limited to, images, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, educational records or other information identifiable to a specific individual that relates to any of these types of information ("Personal Information"); (2) business methods, plans, and practices, financial data, or customers lists; (3) trade secrets, inventions, methodologies, research plans, products, product plans, patent applications, and other proprietary rights, and any specifications, tools, computer programs, source code, object code, documentation, or technical information; or (4) any other proprietary information or data the Disclosing Party maintains in confidence.

Confidential Information shall not include information the Receiving Party can prove by clear and convincing written contemporaneous evidence is: (1) publicly known through no fault or negligence of the Receiving Party; (2) rightfully possessed by the Receiving Party prior to disclosure by the Disclosing Party; (3) rightfully obtained by the Receiving Party from a third party in lawful possession of such Confidential Information without obligation of confidentiality; (4) independently developed by the Receiving Party without reference to or use of Confidential Information; (5) required to be disclosed by law; or (6) necessary to disclose to prevent severe physical injury to or loss of life of an individual.

#### ***b) Use and Non-Disclosure of Confidential Information; Exceptions***

Each party agrees to use the Confidential Information received from the other party only as expressly permitted in this Agreement or when reasonably necessary to perform the party's duties under this Agreement so long as such disclosure is in accordance with applicable law. To the extent permitted by law, neither party will disclose to any third party the other party's Confidential Information, in whole or

in part, without the prior written consent of the party, or as provided for in this Agreement and in compliance with all applicable state and federal laws; provided however, Vendor may disclose Personal Information of Client data to third party with the written consent of that Client. Notwithstanding the foregoing, either party may disclose the Confidential Information or portions thereof to their respective attorneys or accountants when seeking legal or financial advice.

Vendor specifically warrants and represents that except as otherwise permitted herein, it will not in any manner disclose, disseminate, copy, sell, resell, sublicense, transmit, assign, or otherwise make available any of Client's Confidential Information to any third party without the prior written permission of Client, and further warrants and represents that it will take all reasonable steps necessary to ensure that its authorized agents, employees, contractors or subcontractors having access to the Confidential Information shall not copy, disclose or transmit any of the Confidential Information, or any portion thereof, in any form, to a third party except as necessary to perform the Services under the Agreement.

***c) Obligations to Secure Confidential Information***

Vendor warrants and represents that it will implement the necessary industry-standard physical, electronic, and managerial safeguards to ensure the confidentiality, integrity, and availability of Client Confidential Information, including but not limited to, the environment in which the Confidential Information is stored, processed, and transmitted. Vendor further warrants and represents that such safeguards will in no event be less than the level of security Vendor uses to protect its own Confidential Information. Vendor shall require its contractors and subcontractors authorized to access Client's Confidential Information pursuant to this Agreement to take similar industry-standard precautions in safeguarding the Confidential Information.

Vendor agrees to comply with all applicable state and federal statutes and regulations governing unauthorized access and disclosure of the Confidential Information including, but not limited to: (1) personally identifiable information from education records as defined in The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and regulations promulgated thereunder; (2) information that is subject to the security provisions of the Gramm-Leach-Bliley Act, 15 U.S.C., Subchapter 1, Sections 6801-6809 (Disclosure of Nonpublic Personal Information); and (3) individually identifiable "personal health information" as defined in the Health Information Portability and Accountability Act ("HIPAA") regulations, 45 CFR Parts 160 and 164.

***d) Obligations upon Breach of Security***

Vendor will report to Client any breach of security resulting in the unauthorized disclosure, misappropriation, or unauthorized access of Client Confidential Information ("Breach"). Vendor will promptly investigate any Breach affecting Client Confidential Information and take reasonable measures to identify the Breach's root cause(s), mitigate its effects, and prevent a recurrence. Unless prohibited by law, Vendor will provide Client with a detailed description of the Breach, the type of data that was the subject of the incident, the identity of each affected person, and other information Client may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons.

***e) Survival of Obligations***

The obligation to maintain the confidentiality of the Confidential Information received by the other party will survive termination or expiration of this Agreement and shall survive for a period of five (5) years thereafter. Except as otherwise set forth below, within sixty (60) days of the expiration or

termination of this Agreement, Vendor shall, at Vendor's option: (1) certify to Client that Vendor has destroyed all Confidential Information in its possession; or (2) return all media containing all Client Confidential Information to Client; or (3) take whatever other steps Client requires of Vendor to protect Client's Confidential Information. Client reserves the right to audit, or investigate the use of Client Confidential Information collected, used, or acquired by Vendor or its employees, contractors or subcontractors pursuant to this Agreement. Any costs of such audit or investigation are the sole responsibility of Client.

## EXHIBIT D

**Firm Name:**

**Instructions**

For submittal, please save this document with the following title "**RFP 5315-20 Section 8 TCM *Firm Name***".

Firm is to respond to columns D and F on the following tabs ONLY.

Firm shall complete cells highlighted in \*yellow\*.

Do not move or delete columns.

Save and submit as Excel File.

**Responses:**

Firms shall select response from the drop down in column D. A description for each response can be found below.

Response	Description
Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.
With Configuration	The system can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.
With Custom Programming	The system can meet the requirement only by modifying the product’s source code (changing or adding new code) to enable it to do what it was not originally able to do.
Future Release	The current version of the system cannot meet the requirement “Comply”, “With Configuration”, or “With Custom Programming” but will be able to with a scheduled, future release of the product.
Cannot Meet	The system cannot meet the requirement “Comply”, “With Configuration”, “With Custom Programming” or with a “Future Release”.



Firm Name: Electronic Data Collection Corp					
Requirement ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.1	Citation Management System (CMS) Comprehensive System	This section describes the key requirements for the Citation Management System.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
C1		A comprehensive web-based solution that integrates citation related data and is accessible to the City staff.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C2	Washington DOL	Access to Washington DOL for registered owner information and DOL registration holds and releases.	With Configuration	The system can meet the requirement by arranging the functional parameters that are already inherent in the product - and not by changing the product's source code - so that it functions in a way that meets the City's specific business needs.	We have an existing DOL integration for registered owner lookup but will need to configure for DOL registration holds and payment options. This functionality currently exists with other State DMV integrations.
C3	Out-of-State Vehicles	Access to out-of-state vehicle owners.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C4	Reminder Notices (E-Mail)	Automatically send reminder notices for unpaid citations by email.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C5	Reminder Notices (Printable)	Automatically generate printable reminder notices for unpaid citations by batch and individually.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C6	Scofflaw List	Creation of a scofflaw list for tow eligible vehicles that is shared in real-time among all handheld enforcement devices and LPR units.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C7	Reporting	Real-time ad-hoc reports on all data fields.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C8	Report Templates	Report templates developed to the City's specification that may be exported to Excel or PDF.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C9	Report Scheduling	Schedule reports to be sent via email.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C10	Open-Source API	An open-source API that allows for integration with third parties such as permit management software, financial software, LPR and paid parking technology, which may include pay-by-plate meters, pay-by-space meters, PARCS, and mobile payment applications.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C11	Sandbox/Test Environment	Sandbox/test environment available prior to award and ongoing for pre-release testing.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C12	Training Manuals	Software training manuals and user guides for staff.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C13	User Permissions	Assign permissions to access certain features based on user ID.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C14	User Activity	Review all user activity within the software.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C15	Citation Entry	Enter manually issued citations.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C16	Citation Notes	Add notes to citations and plates.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C17	Attaching Documents	Attach documents, photos, and video to citation records.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C18	Citation Query	Query for citation data by citation number, license plate, name, and VIN.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C19	View Citation Record	View a copy of a citation, photos, and notes taken during citation issuance.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C20	Citation Dismissal	Batch dismiss multiple citations.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C21	Hold/Suspend	Place citations on hold to suspend penalty and notice activity.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C22	Voiding Citations	Void citations with custom City void codes.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C23	Restrict Voids	Restrict timeframe and ability to void based on City rules (i.e. citations cannot be voided once the adjudication process has begun).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C24	Multiple Vehicle Owners	Support multiple vehicle owners on the same plate (based on date of citation issuance).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C25	Citation Audit Trail	Complete audit trail of all history in citation record; including, but not limited to: escalations, payment history, adjudication history, copy of letters and correspondence, notes, and payment plan details.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C26	DOL Mis-Match	Ability to identify citation records where the vehicle information does not match the returned DOL record.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C27	Repeat Offenders	Ability to establish a graduated fee schedule for repeat offenders.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C28	Store Vehicle Owner Information	Store and track previous and current vehicle owner information.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C29	Scheduling Adjudication	Schedule, edit, and cancel adjudication requests.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C30	Hearing Types	Schedule multiple hearing types, multiple customers, and multiple citation hearings on the same date and time according to Court rules.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C31	Maximum Hearings	Ability to automatically cap the number of hearings by number or type.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C32	Maximum Hearings Override	Ability to override hearings cap based on user permissions.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C33	Hearing Date	Ability to view, edit, and close all hearings scheduled to an individual date and time.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C34	Hearing Notes	Enter notes on individual or multiple citations during adjudication.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C35	Hearing Minutes	Display notes or hearing minutes.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C36	Attaching Documents for Adjudication	Upload documents to support adjudication requests.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C37	Adjudication Disposition Status	Display disposition status (open, closed, committed, committed - FTA, not committed, dismissed, appeal, granted, denied, strike, and continued, etc.)	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C38	Dismissal Reasons	Display reasons for adjudication (if dismissed).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C39	Hold/Suspend	Place individual citations, or multiple citations assigned to one license plate, on hold to suspend penalties and noticing for a specified timeframe.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C40	Hold Removal	Automatically remove the hold once a specific date has passed.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C41	Fine Adjustment	Adjust fines (reduce, add additional fines, fees, court costs, etc.).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C42	Route Adjudication Requests	Route adjudication requests via email to Court staff based upon reason for adjudication.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C43	Track Citation Payments	Track payment of citations prior to a hearing date, or after a customer fails to appear/fails to pay.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C44	Tow List	Place vehicle(s) on tow eligibility list when customer fails to appear/fails to pay.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C45	Batch Judgements	Enter batch judgements for multiple citations.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C46	Payment Data	Send and receive financial data between the CMS and the Court's accounts receivable and collection vendors.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C47	Judicial Signatures	User IDs with security profiles that only allow judicial signatures to be applied to documents by a properly logged on judicial officer.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C48	Define Parties	Ability to define registered owner, secondary registered owner, operator of vehicle, defendant, defense attorney of record, agency issuing citation, and officer issuing citation.	With Custom Programming	The system can meet the requirement only by modifying the product's source code (changing or adding new code) to enable it to do what it was not originally able to do.	Currently owner vehicle owner(s) and appellant can be identified.
C49	Payment Plan	Ability for City and Court staff to define parameters to support individual payment plan requirements (i.e. citations included and payment timeframes).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C50	Auto-Payment Plan	Support auto-payment for payment plans so that customers can supply credit/debit card information for an initial payment that is automatically processed on a predefined schedule for future payments.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C51	Adjust Payment Plans	Adjust payment plans based on vacated judgement.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

Firm Name: Electronic Data Collection Corp					
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.1.1	Citation Issuance Hardware and Software	This section describes capabilities that must be available during citation issuance by the Firm's enforcement software.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
C52	Fields Captured	Fields captured during citation issuance: i. Citation Number. ii. License plate. a. Where plate is not available, field for up to 17-digit VIN shall be provided. iii. State. iv. Violation Code and Description. v. Location of violation/meter/pay station including the ability to auto-populate location based on GPS coordinates. vi. Issue Date. vii. Issue Time. viii. Officer ID. ix. Officer Signature. x. Notes to print on citation. xi. Notes that are hidden from public. xii. City's fine and penalty schedules. xiii. Adjudication and payment instructions. xiv. Electronic marking with either photo capture or stem valve position. xv. Photos.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C53	Issuing Agency	Allow for multiple issuing agencies (i.e. City, Airport, etc.).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C54	Transfer Handheld Data	Transfer of citation data, photos, and officer notes from enforcement devices to the CMS software in real-time.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C55	Citation Stock	Pre-printed Handheld citation stock.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C56	Citation Numbering	Support multiple citation number sequences and formats.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C57	Scofflaw Alert	Alert users of boot and tow eligible vehicles (scofflaws).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C58	Warning Notices	Ability to issue warnings.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C59	Drive-Away Citations	Ability to mark a citation as a "drive-away" and automatically adjust fee schedule as directed by the City.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C60	Void Citations	Ability to void citations on handheld based on a selectable list of reason codes.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C61	Pre-Population	Pre-population of vehicle fields for repeat offenders.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C62	Same Area Enforcement	Lock information in handheld software when enforcing violations in the same areas.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C63	View Citation History	View citation and warning history by license plate.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C64	Auto-Populated Locations	Geofencing capability to auto-populate location.	Future Release	The current version of the system cannot meet the requirement "Comply", "With Configuration", or "With Custom Programming" but will be able to with a scheduled, future release of the product.	This feature is currently under development. I anticipate this will be available by the time of implementation. The location currently defaults to previous selected location.
C65	Adjust Auto-Populated Locations	Adjust the auto-populated location.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C66	Real-Time Officer Tracking	Real-time tracking of officer location based on GPS coordinates.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C67	Time Markings	Shared time marking with all users of handhelds and LPR.	Future Release	The current version of the system cannot meet the requirement "Comply", "With Configuration", or "With Custom Programming" but will be able to with a scheduled, future release of the product.	This feature is currently under development. I anticipate this will be available by the time of implementation. The timing information from Ticker apps is currently shared among all devices but not LPR. Sharing of timing data will be available between LPR & AIMS so start times can begin from on-foot patrol or LPR.
C68	Immobilized or Impounded Vehicle	Ability to mark a vehicle as immobilized or impounded.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C69	Handheld Real-Time	Handheld real-time mode.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C70	Handheld Offline	Handheld offline mode (to continue citation issuance when connectivity is not available).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C71	GPS Tracking	GPS tracking.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C72	Handheld Updates	Real-time updates.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C73	Handheld Operating Temperature	Operating temperature range of zero (0) degrees to one hundred (100) degrees Fahrenheit.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C74	Handheld Water Resistance	Water resistant.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C75	Handheld Glare Resistant	Glare resistant screen.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C76	Cellular, Wi-Fi, and Bluetooth Capability	Cellular, Wi-Fi, and Bluetooth capability.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

Firm Name:		Electronic Data Collection Corp			
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.1.3	CMS Customer Portal	This section describes the minimum general requirements for the citations web/mobile portal.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
C77	Customer Friendly/Easy to Use	A customer-friendly, easy-to-use web/mobile portal for customers.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C78	Portal Platforms	Availability across multiple platforms including MS Edge, Firefox, Safari, and Chrome.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C79	Branding and Marketing Standards	Portal shall be designed to meet the City of Spokane's branding and marketing standards.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C80	Languages	Support multiple languages - English and Spanish required.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C81	ADA Compliance	Support ADA compliance.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C82	CMS Integration	Real-time integration with CMS, including adjudication information/records.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C83	Account Creation	Account creation tying together citation, adjudication, and payment data.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C84	Merge Accounts	Ability for customer and City staff to merge accounts once identified as the same individual.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C85	Unmerge Accounts	Ability to unmerge accounts as needed.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C86	Guide and FAQs	Display guide and FAQs for citation payment, payment plans, and adjudication.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C87	Technical Support	Direct technical support phone number and email address to Firm.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C88	Process Payments	Process payment of parking citation by credit card and debit card. City shall determine whether a convenience fee is to be charged to customers.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C89	PCI Compliance	Level 1 PCI compliant.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C90	Citation Inquiry	Inquiry by citation number, license plate, and account number.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C91	Customer Details Privacy	Hide customer's name and address when an inquiry is performed. Only verified account holders shall have access to name and address information.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C92	View Citation	View a copy of citation, related photos, and citation notes, and available actions - pay or request a hearing (only when within City specified timeframe from issuance or notice date).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C93	Request Hearing	Request an in person or by mail hearing for parking citations.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C94	Request Hearing Type	Have multiple hearing type options – Contest or Mitigate.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C95	Assign Court Date	Assign Court date and time based upon schedule as determined by the Court.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C96	Choose Court Date	Allow customer to choose Court date and time based upon schedule determined by the Court.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C97	Upload Documentation	Ability to upload supporting documentation to the adjudication of parking citations.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C98	Legal Statement and Signature	Include City/Court required legal statements with the capability to accept an electronic signature for hearings.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C99	View Citation	Ability to view a copy of citation, related photos, and citation notes prior to submitting hearing request.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

Firm Name:		Electronic Data Collection Corp			
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.1.4	CMS IVR and Customer Technical Support	This section describes the key requirements for the CMS IVR system and customer technical support.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
C100	IVR System	Interactive Voice Response (IVR) system that allows 24/7 access for citation inquiry, payment, and pre-recorded prompts to answer frequently-asked questions in English and Spanish. The IVR system shall provide routing of customer service calls to City staff and technical support calls to the selected Firm's staff early in the call script.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C101	PCI Compliance	IVR system is Level 1 PCI compliant.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C102	Citation Portal Technical Support	The citation portal shall provide the IVR phone number and direct email address for technical support to the Firm which is easily accessible on the citation portal.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C103	Technical Support Response	Technical support calls and emails shall be answered within one (1) business day. Complaints made by customers regarding service received by the Firm must be logged and reported to the City weekly.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

Firm Name: Electronic Data Collection Corp					
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.1.5	CMS Payment Processing	This section describes the key requirements for payment processing in the CMS.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
C104	Split Tender	Allow for split tender types.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C105	Batch Processing	Ability to open and close sessions, or batches, multiple times per day. Each batch must have a unique session or batch identification number.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C106	Multiple Citations	Apply payment to multiple citations in one transaction.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C107	Record Transaction Data	Record the payment date, tender type, operator accepting payment, all visible in the transaction record and history.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C108	Split Payment	Split payment among multiple citations to support the City/Court's payment plan requirements.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C109	Refunds, Overpayments, Short-Payments, Duplicate Payments, Credit Balances	Process and track full and partial refunds, overpayments, short-payments, duplicate payments, and credit balances.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C110	Receipt	Generate and print receipt for payments indicating: i. Cashier ID. ii. Date of payment. iii. Amount due. iv. Amount paid. v. Change owed. vi. License plate number. vii. Citation detail.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C111	Refunds	Ability to issue a full or partial refund for a citation payment.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C112	Split Fine	Split fine information into multiple lines for violations where a portion of the fine is paid to the State, Court, or other City defined and approved third-party.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C113	Back-Date Payments	Ability to back-date payments.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C114	Approval for Back-Dated Payments	Ability to queue approval for backdated payments to supervisor.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C115	Payment Plans	Ability to create and manage multiple payment plans per individual and/or multiple citations in a single payment plan.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C116	Payment Sources	Ability to define multiple payment sources, i.e. ACH from Court's account's payable vendor.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C117	Reverse Refund	Reverse and refund a full or partial citation payment.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C118	Insufficient Funds	Note checks returned for insufficient funds and reset payment amount.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

Firm Name:		Electronic Data Collection Corp			
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.1.6	CMS Technical Requirements	This section describes the technical requirements of the proposed Firm solution.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
C119	Web-Based	Web-based software with no PC installation required.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C120	Open Source API	Open source API that can be integrated easily with other vendor systems at no additional cost to the City. Firm shall indicate in Column F the type of API - i.e. SOAP, REST.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C121	Integrations	The City requires a Firm that can integrate with existing and future vendor technologies. Firms shall assume that each vendor listed in Section 2.4 of the RFP may have different API architectures and the City requires a Firm that is able to integrate with each as they currently exist.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C122	System Downtime	System downtime of less than 0.1% 24/7. System uptime of 99.9%, at a minimum, is required.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
C123	PCI Compliance	All solutions must be PCI compliant, which means that credit card payment security is compliant with the standards set by the Payment Card Industry Security Standards Council.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

Firm Name:		Electronic Data Collection Corp			
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.2	Permit Management System (PMS)	This section describes the key requirements for the Permit Management System.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
P1	Comprehensive System	A comprehensive web-based solution that integrates permit related data and is accessible to the City staff.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P2	User Permissions	Assign permissions to access certain features based upon User ID.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P3	Reporting	Ability to run ad-hoc reports on all data fields.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P4	Report Templates	Report templates developed to the City's specification that may be exported to Excel or PDF.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P5	Sandbox/Test Environment	Sandbox/test environment available prior to award and ongoing for pre-release testing.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P6	Open-Source API	An open-source API that allows for integration with third parties such as citation management software, financial software, LPR and paid parking technology, which may include pay-by-plate meters, pay-by-space meters, PARCS, and mobile payment applications.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P7	Staff Training	Initial in-person training for City staff with bi-annual refresher training (no additional cost).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P8	Training Manuals	Software training manuals and user guides for staff.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P9	IVR	Interactive Voice Response (IVR) system that allows 24/7 access for permit inquiry and payment, pre-recorded prompts to answer frequently-asked questions in English and Spanish and routing of calls to City staff early in the call script. Must be Level 1 PCI compliant.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P10	Renewal Notices (Email)	Automatically and manually email permit renewal notices by batch and individually.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P11	Renewal Notices (Printable)	Automatically and manually generate printable permit renewal notices by batch or individually.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P12	Unique Permit Numbers	Generate unique parking permit numbers.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P13	Permit Audit Trail	Complete audit trail of all history in permit record; including, but not limited to: payment history, copy of letters and correspondence, and notes.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P14	Retain Account Information	Retain inactivate permit and account information.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P15	Barcoded/QR Coded Permits	Support the printing of barcoded/QR coded permits.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P16	Physical and Virtual Permitting	Support the assignment of both physical and virtual permits.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P17	Document Upload	Ability to upload multiple file types in support of permit applications including: CSV, DOC, JPEG, PDF, etc.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P18	Outstanding Citations	Prevent account holders with open citations from purchasing permits.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P19	Rolling Expiration	Support rolling expiration dates (e.g. daily, weekly, monthly, annually).	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P20	Review Permit Applications	Provide access to review permit applications and attached documents.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P21	Edit Permit Fields	Allow editing of any permit field (based upon user-assigned privileges).	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P22	Permit Zones	Ability to create/modify/delete permit zones.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P23	Permit Entry	Entry of new permits and approve requests.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P24	Payment Processing	Processing of payment for permits.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P25	Space-Based Permits	Issue space-based permits.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P26	Space-Based Permit Integration	Demonstrate automated eligibility for a space-based permit purchase, based upon real-time integration with the meter vendor.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P27	Space-Based Permit Eligibility	Validate and limit space-based permit eligibility based upon pre-defined geographic zones.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P28	Custom Date Range	Ability to review a space-based or license plate-based permit and apply a custom date range and amount due prior to issuance.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P29	Permit Query	Query by property/company/person's name, account number, meter number (for space-based permits), permit type, permit number, license plate, and address.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P30	Permit Account Notes	Add notes to permit accounts.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P31	Address Entries	Correct, autofill, and standardize address entries.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P32	Permit Validation	Validate permit program eligibility based upon supporting documentation.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P33	Multiple Permit Purchases	Restrict or allow multiple permit purchases for the same plate number dependent on City rules.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P34	Cancel a Permit	Cancel a permit.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P35	Blacklists and Whitelists	Create, modify, and edit blacklists and whitelists.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P36	Guest Permits	Issue guest permits with custom date ranges.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.

Firm Name:		Electronic Data Collection Corp			
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.2.2	PMS Customer Portal	This section describes the additional permit-related minimum general requirements for the customer web/mobile portal.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
P37	Customer Friendly/Easy to Use	A customer-friendly, easy-to-use web/mobile portal for customers.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P38	Portal Platforms	Availability across multiple platforms including MS Edge, Firefox, Safari, and Chrome.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P39	Branding and Marketing Standards	Portal shall be designed to meet the City of Spokane's branding and marketing standards.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P40	Languages	Support multiple languages - English and Spanish required.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P41	ADA Compliance	Support ADA compliance.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P42	PMS Integration	Real-time integration with PMS.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P43	Account Creation	Account creation tying together permit and payment data.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P44	Merge Accounts	Ability for customer and City staff to merge accounts once identified as the same individual.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	Only City staff can merge accounts.
P45	Unmerge Accounts	Ability to unmerge accounts as needed.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P46	Guide and FAQs	Display guide and FAQs for purchasing permits and guest permits.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P47	Technical Support	Direct technical support phone number and email address to Firm.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P48	Process Payments	Process payment of parking permit by credit card and debit card. City shall determine whether a convenience fee is to be charged to customers.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P49	PCI Compliance	Level 1 PCI compliant.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P50	Permit Inquiry	Inquiry by license plate, permit number, and account number.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P51	Waitlist	Request placement on a permit waitlist.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P52	Request Permit	Request a new permit with supporting documentation.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P53	Permit Status	View status of permit requests, including position on waitlist.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P54	Renew Permit	Renew an existing permit.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P55	Remove from Waitlist	Remove from waitlist.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P56	Cancel a Permit	Cancel permit.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P57	Process Waitlist Payment	Process payment for a waitlist position.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P58	Process Permit Payment	Process permit payment.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P59	Denied or Correct	Allow customer to update permit application when denied or a correction is needed without needing to reapply for the permit.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P60	Update Permit Information	Allow customer to update permit information (i.e. license plate, make, model, color, and address for certain permit types as defined by the City).	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P61	Multiple Permit Management	Allow management of multiple permits under a single account.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P62	Group Management	Restrict individual permit issuance to addresses/users within City defined group management accounts.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P63	Space-Based Permit Application	Allow for application of space-based permits with meter/pay station number, start date, end date, start time, end time.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P64	Vehicle Permit for Reserved Space	Allow for application of associated vehicle permits for a space-based permit.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P65	Outstanding Citations	Prevent account holders with open citations from purchasing permits.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.



Firm Name:		Electronic Data Collection Corp			
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.1.4	PMS IVR and Customer Technical Support	This section describes the key requirements for the PMS IVR system and customer technical support.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
P66	IVR System	Interactive Voice Response (IVR) system that allows 24/7 access for permit inquiry, payment, and pre-recorded prompts to answer frequently-asked questions in English and Spanish. The IVR system shall provide routing of customer service calls to City staff and technical support calls to the selected Firm's staff early in the call script.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P67	PCI Compliance	IVR system is Level 1 PCI compliant.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P68	Citation Portal Technical Support	The permit portal shall provide the IVR phone number and direct email address for technical support to the Firm which is easily accessible on the permit portal.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P69	Technical Support Response	Technical support calls and emails shall be answered within one (1) business day. Complaints made by customers regarding service received by the Firm must be logged and reported to the City weekly.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

Firm Name:		Electronic Data Collection Corp			
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.2.2	PMS Payment Processing	This section describes the additional key requirements for payment processing in the PMS systems.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
P70	Split Tender	Allow for split tender types.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P71	Batch Processing	Ability to open and close sessions, or batches, multiple times per day. Each batch must have a unique session or batch identification number.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P72	Multiple Permits	Apply payment to multiple permits in one transaction.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P73	Record Transaction Data	Record the payment date, tender type, operator accepting payment, all visible in the transaction record and history.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P74	Refunds, Overpayments, Short-Payments, Duplicate Payments, Credit Balances	Process and track full and partial refunds, overpayments, short-payments, duplicate payments, and credit balances.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P75	Receipt	Generate and print receipt for payments indicating: i. Cashier ID. ii. Date of payment. iii. Amount due. iv. Amount paid. v. Change owed. vi. License plate number. vii. Permit detail.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P76	Refunds	Ability to issue a full or partial refund for a permit payment.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P77	Back-Date Payments	Ability to back-date payments.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P78	Approval for Back-Dated Payments	Ability to queue approval for backdated payments to supervisor.	Comply	The system meets the requirement as is with no additional configuration	or custom programming/coding.
P79	Reverse Refund	Reverse and refund a full or partial permit payment.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P80	Insufficient Funds	Note checks returned for insufficient funds and reset payment amount.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

Firm Name:		Electronic Data Collection Corp			
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.2.3	PMS Technical Requirements	This section describes the technical requirements of the proposed Firm solution.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
P81	Web-Based	Web-based software with no PC installation required.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P82	Open Source API	Open source API that can be integrated easily with other vendor systems at no additional cost to the City. Firm shall indicate in Column F the type of API - i.e. SOAP, REST.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P83	Integrations	The City requires a Firm that can integrate with existing and future vendor technologies. Firms shall assume that each vendor listed in Section 2.4 of the RFP may have different API architectures and the City requires a Firm that is able to integrate with each as they currently exist.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P84	System Downtime	System downtime of less than 0.1% 24/7. System uptime of 99.9%, at a minimum, is required.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
P85	PCI Compliance	All solutions must be PCI compliant, which means that credit card payment security is compliant with the standards set by the Payment Card Industry Security Standards Council.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

Firm Name:		Electronic Data Collection Corp			
ID	Requirement Type	Requirement Description	Requirement Compliance	Requirement Compliance Description	Firm Response Comments
2.3	Mobile LPR	This section describes the key system requirements for the LPR System.	FIRM RESPONSE REQUIRED	Do not use the below space.	Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement. Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.
L1	Complete System	Complete LPR System(s), that includes the camera equipment, in-vehicle laptop (including laptop-mounting equipment for 2020 Ford Escapes), communications equipment including GPS technology, and any software necessary to support the requested services, all associated mounting hardware, cables, installation and training.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L2	Weather-Proof Components	LPR components are weather-proof and capable of continuous, dependable operation within range of weather conditions experienced within the City of Spokane, WA.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L3	Vehicle Type	LPR systems compatible to be installed 2020 Ford Escape vehicles. The City may elect to install on an alternate type of City vehicle.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L4	Keyboard/Hot Keys	Keyboard including programmable hot-keys capable of executing preprogrammed keystrokes.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L5	Off-Street Configurations	Capable of capturing license plates in various parking space on and off-street configurations that include, but are not limited to, parallel, perpendicular and angled spaces.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L6	Real-Time Integrations	Real-time integration with the City's citation processing system, scofflaw database, parking status and the potential future parking technology solutions that may include mobile payment, single- and multi-space paid parking technology, citation processing system, and a virtual parking permit management system.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L7	Shared Data (Enforcement Devices)	System capable of sharing data with the designated enforcement device(s) or handheld(s). This includes the ability to transfer the LPR captured citation data including license plate information, citation images, time stamps and GPS locations to the City's enforcement device(s) for citation issuance.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L8	Real-Time Monitoring	Monitor, in real-time, time limits, scofflaw monitoring, permit status, pay-by-plate valid parking sessions, pay-by-space and mobile payment. This includes the ability to seamlessly monitor multiple permits during a single session.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L9	Digital Chalking	Digital tire chalking for time limit monitoring. This includes the ability to monitor time limit violations by parking space, by defined zone or defined distance (i.e. a car must relocate at least 150 feet from the original parking location).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L10	Shared Data (LPR Units)	Ability to connect with and share data between all additional Firm LPR units, in real-time, to maintain continuous operation and support of the same enforcement duties using multiple LPRs (i.e. LPR Unit #1 captures initial time limits on Street X; LPR Unit #2 shall have the ability to enforce Street X time limits that were captured by Unit #1).	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L11	Third-Party Integration	Ability to integrate with a third-party application and/or web-based system broadcasting real-time parking availability to customers.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L12	Occupancy Data	Ability to be programmed for daily data occupancy counts.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L13	Geofencing	Ability to create routing plans and geofencing capabilities for zone-based enforcement.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L14	GPS	Include integrated assisted GPS module.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L15	Software Functioning	Software able to function alongside other applications.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L16	Cloud-Based System	Cloud-based back end server including the following features: i. Ability for users to generate productivity reports; ii. Ability for users to generate hit location, date and time reports; iii. Audit trails of user activity; iv. Ability to collect, format and report daily occupancy by route(s) and location(s); v. Ability to identify license plate read accuracy; vi. Ability to report trends in overtime license plate number captures (i.e. what percent of plates are observed once per week versus five (5) times per week); vii. Ability to integrate and create custom databases (e.g. Vehicles of interest);	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L17	GPS/Mapping	GPS, and mapping capabilities.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L18	Shared Time Markings	Shared time marking with all users of handhelds and LPR.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L19	Customer Service	Live customer service for City staff between the hours of 8:00 AM and 5:30 PM PST/PDT with 24/7 emergency after-hours support.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L20	Training Manuals	Provide training and operational manuals to City staff and update training and operational manuals when needed.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L21	On-Site Testing	Provide on-site testing of LPR, demonstrating the system's ability to read and store the license plate information with a minimum 98% read accuracy including all fifty (50) states and the District of Columbia.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L22	Wireless Communication	Provide on-site wireless communication signal strength tests in multiple locations throughout the City demonstrating network capabilities.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	
L23	On-Site Testing	Provide on-site testing of the LPR GPS capabilities and accuracy to demonstrate the system's ability to accurately enforce no-reparking ordinances at multiple distances and time limits.	Comply	The system meets the requirement as is with no additional configuration or custom programming/coding.	

## **EXHIBIT E**

## City of Spokane Parking Management Systems Costs and Fees

Item	Description	Price	Unit or Period
<b>1. Hardware</b>			
Zebra ZQ511	3" Direct Thermal Mobile Printer	\$920.00	Each
ZQ511 Accessory	Shoulder Strap ( P1051921)	\$12.00	Each
ZQ511 Adapter	AC Adapter (P1031365-024)	\$75.00	Each
ZQ511 Battery	Battery ( P1031365-059)	\$115.00	Each
Zebra ZQ310	2" Direct Thermal Mobile Printer	\$650.00	Each
ZQ310 Accessory	Shoulder Strap (SG-MPM-SS231)	\$10.00	Each
ZQ310 Adapter	Docking Cradle (CRD-MPM-1S231-01)	\$85.00	Each
ZQ310 Battery	Battery (BTRY-MPM-22MA1-01)	\$130.00	Each
ZQ510 Battery	ZQ510 Battery	\$115.00	Each
Samsung Galaxy S10	Citation Issuance Handheld	\$500.00	Each
PAX S300	Credit Card Device Retail Pad	\$335.00	Each
<b>2. Parking Management Software</b>			
AIMS Parking Management Software	Single Agency Use Software Site License (01222100224). EDC hosted environment with an unlimited number of users.	\$0.00	1
<b>3. Software Handhelds (reoccurring)</b>			
AIMS Mobile Enforcement (Ticketer) APP (Fee)	Parking Citation Issuance transmitted real time to AIMS Parking Management System database. Integrates with pay by space, pay by plate and LPR. (Android)	\$208.00	Each device a month
<b>4. Citation Management System (reoccurring)</b>			
AIMS Citation Management System Subscription	Adjudication, Register Owner/Vehicle Identification Number lookups, Registration holds, EROL out of state lookups, Boot and Tow Module.	\$6,761.50	Month
Citation Fee Online Payment Transaction	Customer convenience fee for online payment transaction through AIMS Web.	\$.10	Each
Citation Fee IVR Payment Transaction	Customer convenience fee for payment transaction through Interactive Voice Response (IVR) System.	\$3.25	Each
IVR System	Dedicated phone number and setup for customers to call in to pay parking citation with a credit card from phone prompts in English and other languages the customer can choose from (44). Can be cancelled at any time with 30-day notice, minimum of one year use.	\$414.00	Month
<b>5. Permit Management System (reoccurring)</b>			
AIMS Permit Management System Subscription	Permit management software, services, and support.	\$2,931.25	Month
Permit Fee Online Payment Transaction	Customer convenience fee for online permit payment (space or license plate based).	\$.10	Each
<b>6. AIMS Web</b>			
AIMS Web	Online customer web portal that connects in real time to AIMS Parking Management System database. AIMS hosts the server for AIMS Web + online customer portal.	\$0.00	n/a
<b>7. License Plate Recognition (LPR) System</b>			
<b>Hardware</b>			
AIMS Mobile LPR Enforcement System	Camera equipment* (AutoVu SharpZ3), in-vehicle laptop**, laptop mounting equipment, communications equipment (GPS technology), and all associated mounting hardware and cables. *Equipment comes with a 1-year repair and return warranty. **Laptop has a 5-year warranty from Panasonic.	\$30,954.00	Unit
Installation	Genetec AutoVu LPR Camera's installed on-site in Spokane, system set-up with real-time integration with AIMS.	\$5,000.00	Unit
Shipping	Fee to Ship LPR equipment.	\$500.00	Unit
<b>Software</b>			
Patroller and Security Desk	Patroller (in-vehicle) and Security Desk (desktop) training and testing. Includes licensing and software fees, system integration costs, interface and report development.	\$5,000.00	1
Hosting (reoccurring)	Data storage and maintenance - Genetec Security Center LPR server.	\$4,800.00	Annual
<b>Warranty</b>			
Repair and Return	The LPR hardware comes with a 1-year repair and return warranty.	\$0.00	Unit
Advance Swap	AU-K-CXX upgrade from return and repair to Advanced Swap warranty service for first year. (AU-K-CXX-EWUP-1Y)	\$558.60	Unit
<b>Extended coverage must be prepaid and maxes out at 5 years</b>			
Extended Repair and Return	1 Years additional coverage for AU-K-CXX kit with Return and Repair coverage	\$2,633.40	Unit

	- This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-1Y)		
	2 Years additional coverage for AU-K-CXX kit with Return and Repair coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-2Y)	\$4,740.12	Unit
	3 Years additional coverage for AU-K-CXX kit with Return and Repair coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-3Y)	\$6,715.17	Unit
	4 Years additional coverage for AU-K-CXX kit with Return and Repair coverage - This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWRR-4Y)	\$8,426.88	Unit
Extended Advance Swap	1 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-1Y)	\$3,192.00	Unit
	2 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-2Y)	\$5,745.60	Unit
	3 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-3Y)	\$8,139.60	Unit
	4 Years additional coverage for AU-K-CXX kit with Advance Replacement coverage. Does not Include update to advanced replacement for year 1. This includes coverage of AutoVu™ vehicle hardware, Genetec Patroller™ software upgrades and Benomad updates. Does not cover in-vehicle PC. (AU-K-CXX-EWAS-4Y)	\$10,214.40	Each
<b>8. Handheld Citation Paper Stock</b>			
Zebra ZQ310	200 Rolls for Thermal Printer 2" x 8" (20# Poly Thermal) (45/Roll)	\$11.00	Roll
	300 Rolls for Thermal Printer 2" x 8" (20# Poly Thermal) (45/Roll)	\$8.07	Roll
	500 Rolls for Thermal Printer 2" x 8" (20# Poly Thermal) (45/Roll)	\$5.60	Roll
	1000 Rolls for Thermal Printer 2" x 8" (20# Poly Thermal) (45/Roll)	\$4.25	Roll
Zebra ZQ510/511	200 Rolls (3 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$12.70	Roll
	300 Rolls (3 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$10.15	Roll
	400 Rolls (3 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$8.85	Roll
	500 Rolls (3 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$8.09	Roll
	1000 Rolls (3 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$6.58	Roll
	200 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$13.98	Roll
	300 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$10.92	Roll
	400 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$8.49	Roll
	500 Rolls (4 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$8.37	Roll
	200 Rolls (5 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$16.87	Roll
	300 Rolls (5 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$12.88	Roll
	400 Rolls (5 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$10.96	Roll
	500 Rolls (5 Color) for Thermal Printer 3" x 8" (20# Poly Thermal) (90/Roll)	\$9.70	Roll
<b>9. Add-on Options</b>			
AIMS Code Enforcement Module		\$4,500.00	Annual
AIMS Carpool Module		\$3,000.00	Annual
AIMS Event System	Special Events Module.	\$6,000.00	Annual
AIMS eTicketing Module	Tool for virtual enforcement.	\$1,500.00	Annual
AIMS MobilePay	Parking Pay by Phone App (does not include additional \$0.20 per transaction invoiced monthly).	\$500.00	Annual
Text Communications	Does not include additional \$.025 per text invoiced monthly.	\$500.00	Annual
Email Communications	If using AIMS e-mail server.	\$500.00	Annual
<b>10. Additional Fees</b>			
PAX S300	Monthly Fee per device (in use, if not in use \$5.00).	\$20.00	Month
PAX S300	Transaction Fee.	\$.10	Each
Customization Rate	Hour rate for specialized report that is customized for Spokane	\$275.00	Hour

## **EXHIBIT F**





# S300

## Integrated Retail PIN Pad

PAX's S300 is the latest integrated retail payment solution for retail merchants who wish to offer high levels of transactional security combined with contactless, e-signature, magnetic stripe and Chip & PIN. With state of the art levels of security design, including PCI PTS 4.x and SRED, the S300 protects and encrypts all transaction information. Featuring a large color touchscreen and loudspeaker, the S300 comes with a 32-bit ARM11 processor and massive amounts of memory.



HOSPITALITY



RESTAURANTS



SMB



RETAIL

[sales@pax.us](mailto:sales@pax.us)



[www.pax.us](http://www.pax.us)

# S300

## SPECIFICATIONS



### MAIN FEATURES



Open & Flexible OS



3.5" (240 x 320) LCD Touchscreen



Supports RSA, AES, 3DES



Secure key embedded area

### ADDITIONAL SPECS

<b>Memory</b>	192MB (128MB Flash, 64MB DDR)
<b>Processor</b>	32-bit ARM11
<b>Card Reader Types</b>	Magnetic Card Reader   Smart Card Reader   Contactless Card Reader
<b>Communications Ports</b>	Single Multi-function Cable Port: 1 x RS232   1 x USB2.0 Device   1 x Ethernet
<b>Security</b>	DUKPT, Master/Session, 3DES   ANSI / ISO9564 format 0, 1, 3   PIN ciphered key algorithm   ANSI X9.9 / X9.19 MAC algorithm
<b>Physical</b>	L x W x H (inches): 6.57 x 3.19 x 1.97 Weight: 10.23 oz
<b>Certifications</b>	PCI PTS 4.x, SRED   EMV Contact L1 & L2   EMV Contactless L1   Visa payWave   MasterCard Contactless   AMEX Expresspay   Discover D-PAS   JCB J/Speedy   Interac Flash   MasterCard TQM   FCC   IC   UL

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## **EXHIBIT G**



# Compass Pay IVR



**PARKING MANAGEMENT SOFTWARE**  
by EDC Corporation

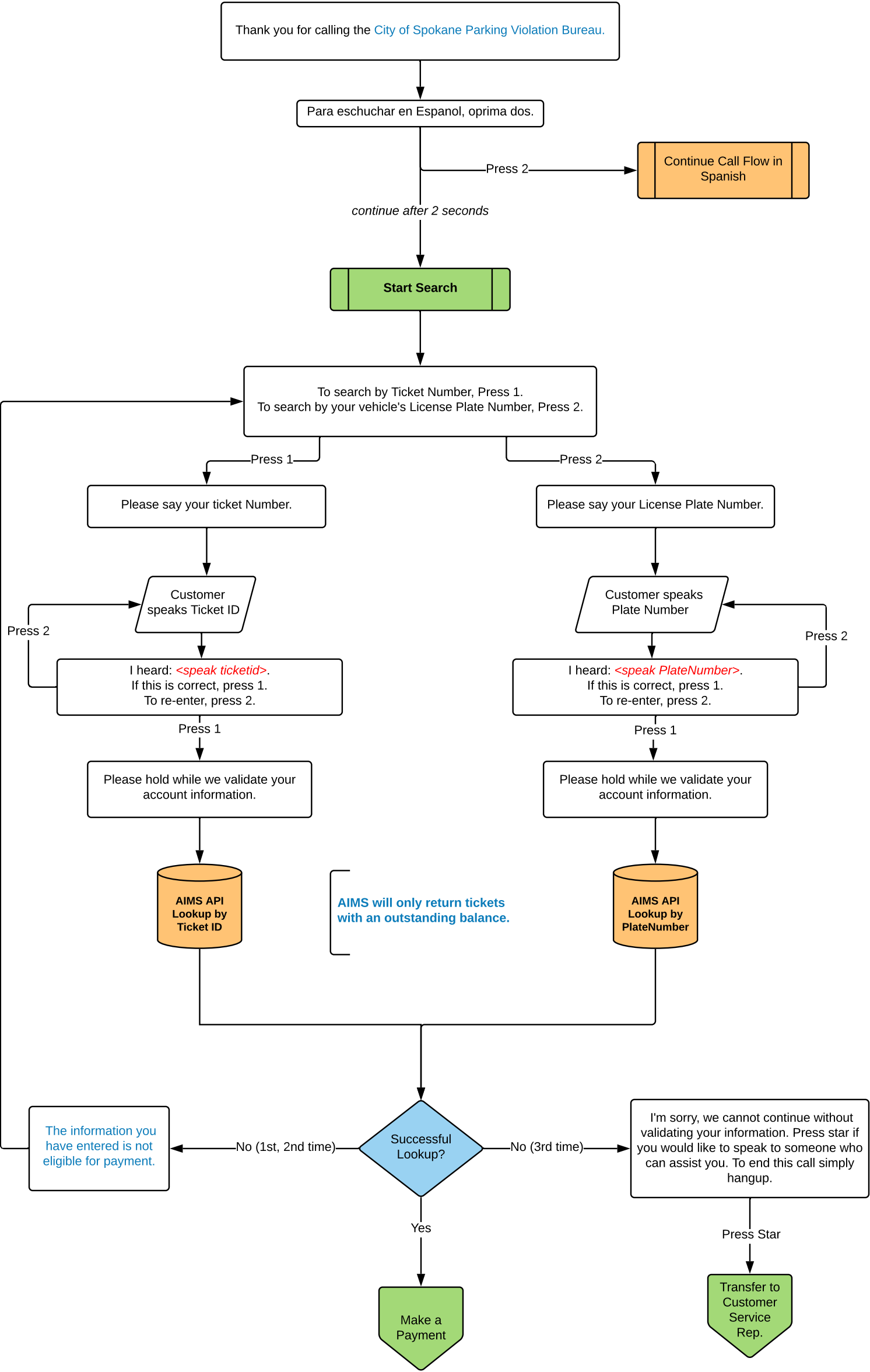
**Project Name:**  
**Version:** v1.1  
**Date:** 01/08/2021  
**Prepared By:** Jason Johnson

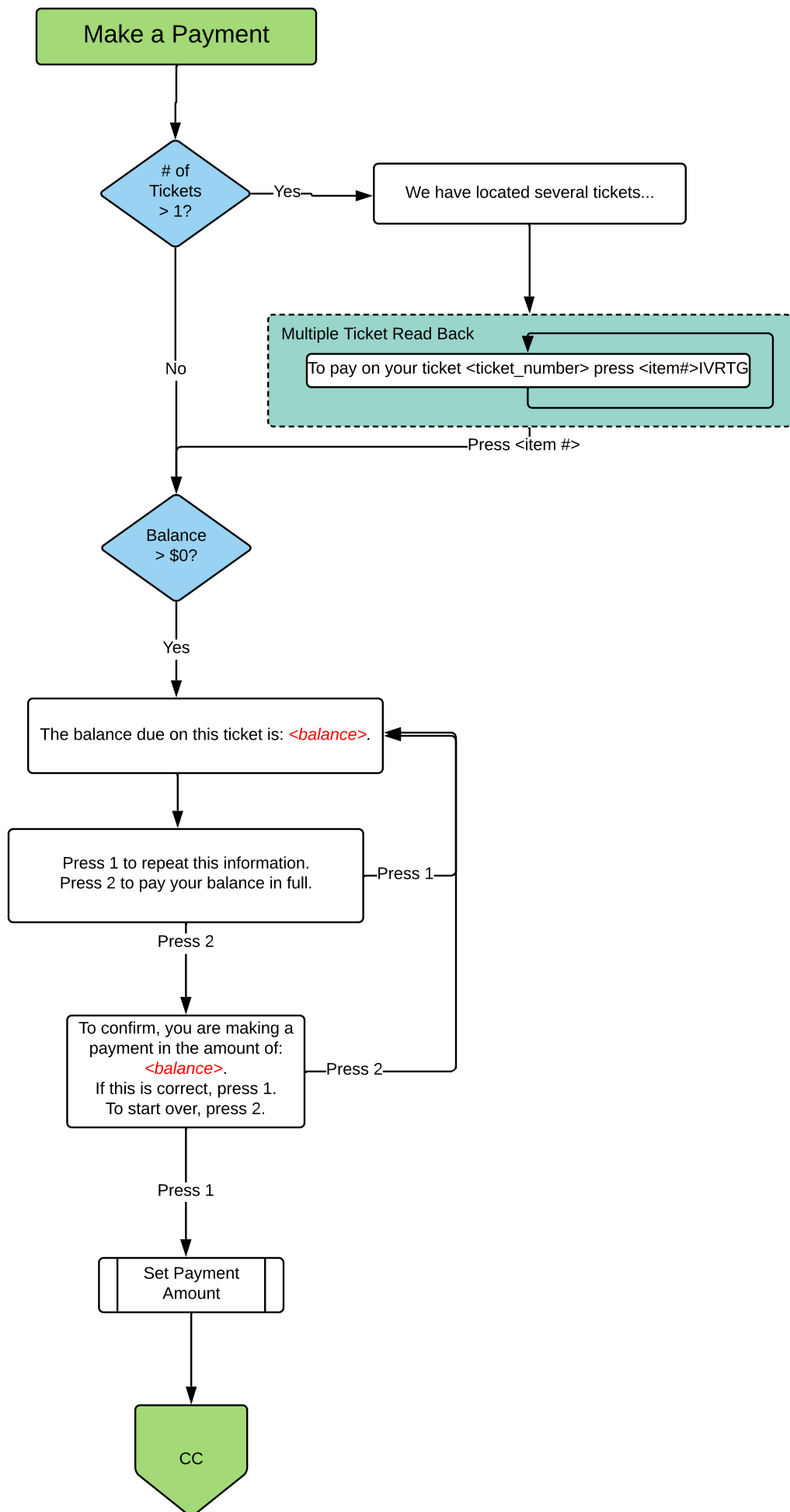
## **Assigned Phone Numbers**

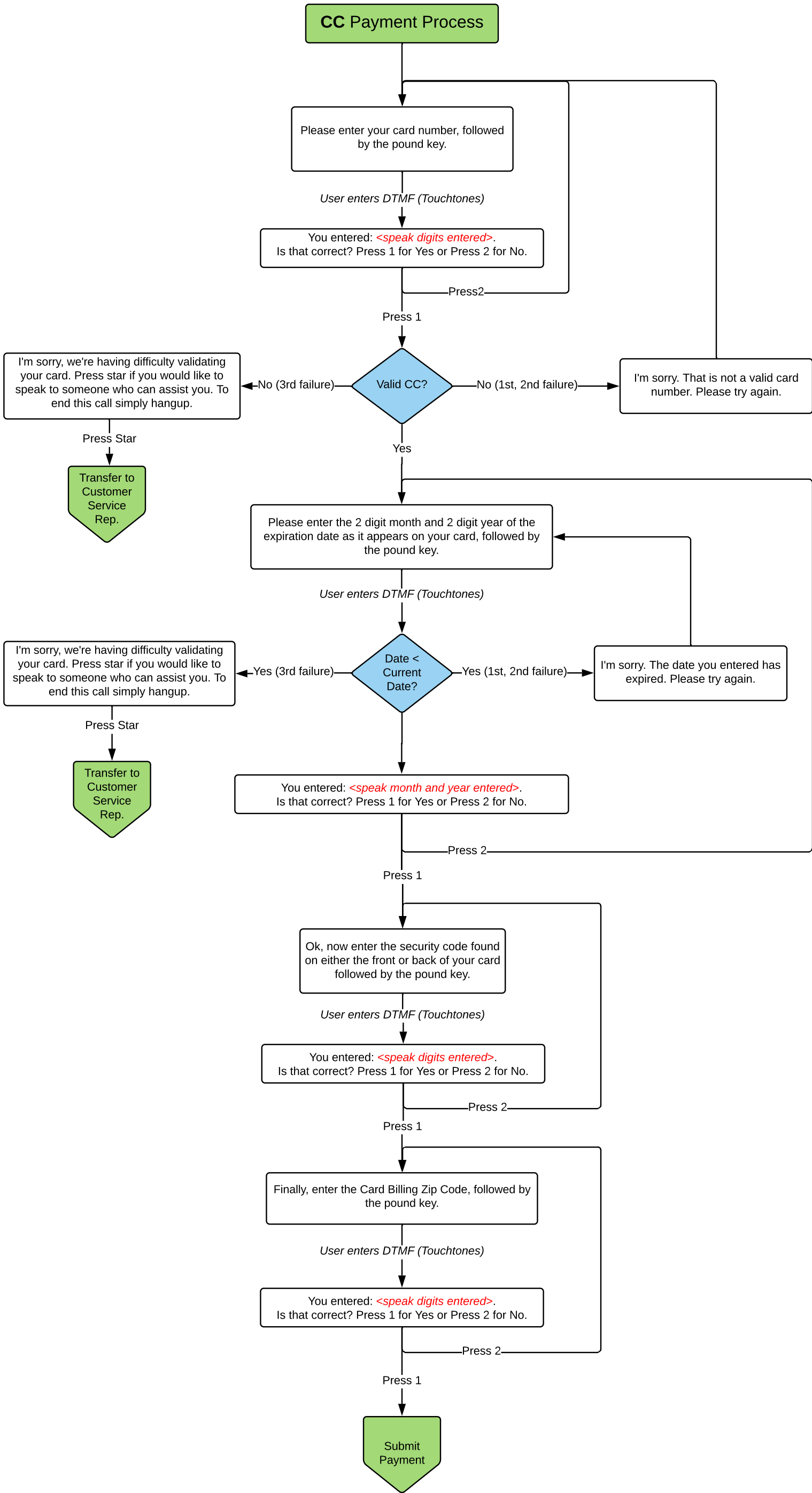
**Production:**  
Pending Assignment...

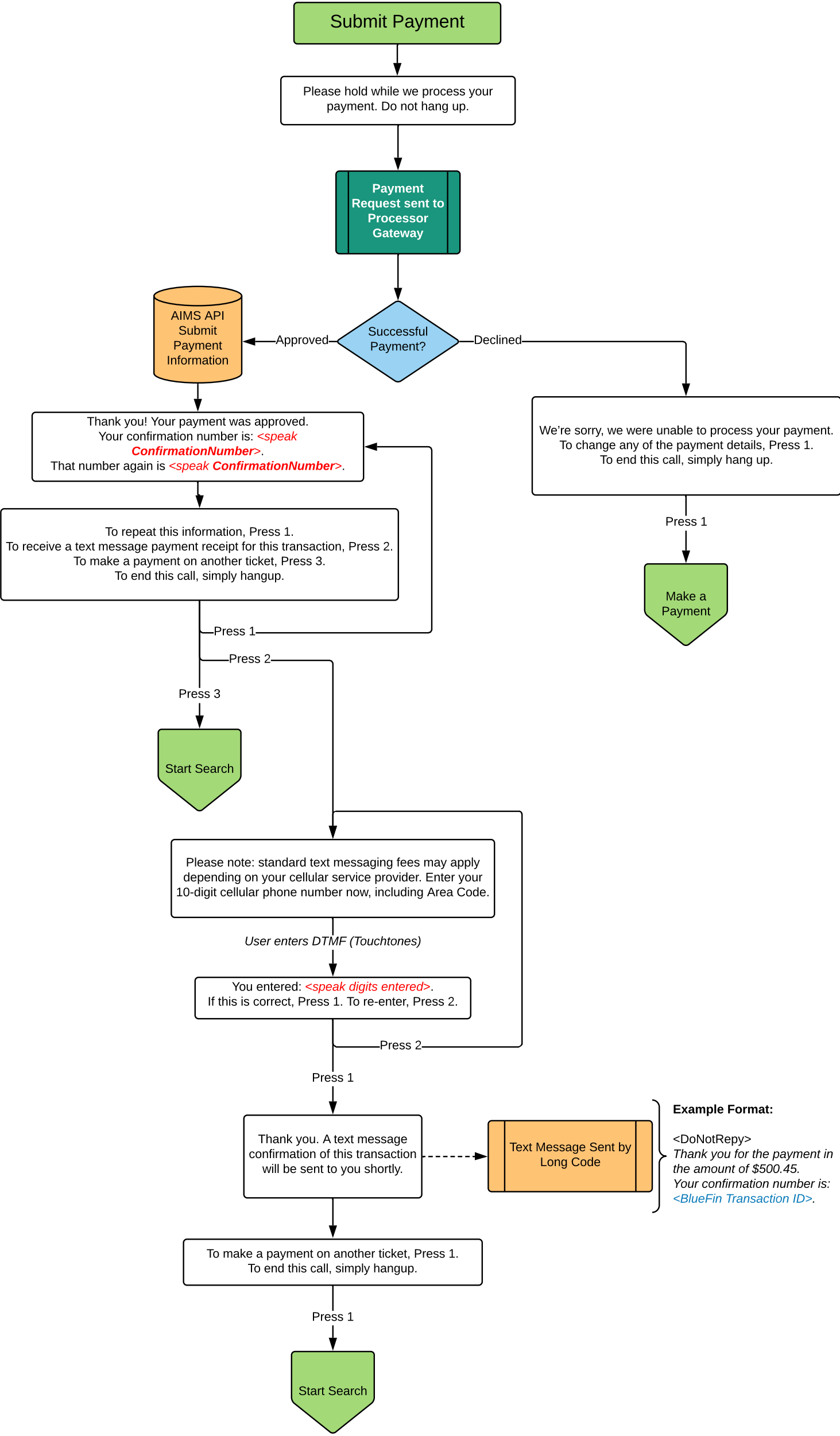
**Development Environment:**  
Pending Assignment...







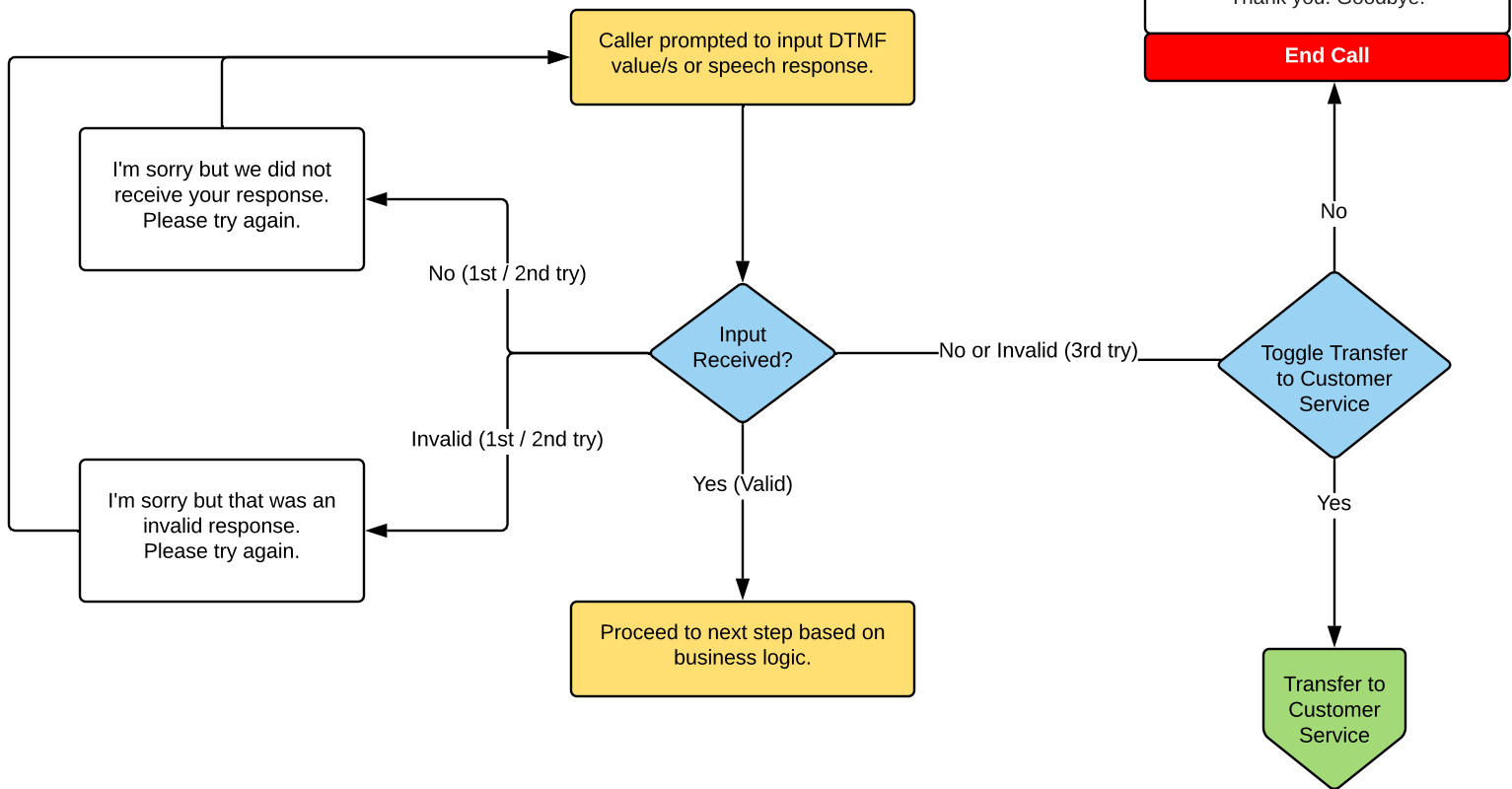






## System Input Handling

**Note:** the flow below illustrates the generic error handling logic during a call unless specifically noted otherwise within the call flow.



**Signatures:**

The authorized signatures below for customized **Compass Pay IVR** application functionality described in this document are part of CSA Schedule A and the price of development is included in the Setup Fees. Any significant changes to this functionality will be processed as a Change Work Order after Acceptance of this functionality unless mutually agreed to in writing by both parties.

Customer: AIMS

X: \_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Updates
1.0 : <i>Initial Draft.</i>

## **EXHIBIT H**



## AIMS SOFTWARE LICENSE AGREEMENT

EDC Corporation, hereafter referred to as "Licensor", grants a license to use the following software application:

Product:	AIMS Parking Management Software
User Type:	AIMS SaaS
Serial Number:	01222100224

This Licensing Agreement is subject to the conditions contained within this agreement. The acceptance by the customer listed below, hereafter referred to as "Licensee" is a legal agreement that the licensee agrees to be bound by the licensing conditions contained within this agreement.

Licensee	City of Spokane
Address	808 West Spokane Falls Boulevard
	Spokane, WA 99201

1. **Grant of License.** Use. EDC Corporation grants the licensee a non-exclusive license to use one copy of the aforementioned software program in accordance with the user license listed within this agreement.

For purposes of this section, "use" means accessing the aforementioned Software from the supplied EDC Hosted Servers for use by client supplied devices. Access is provided via your network, so long as you otherwise comply with this License Agreement at the times during use of the Software.

2. **Copyright.** The Software is owned by EDC Corporation and is protected by United States Copyright laws and international treaty provisions. This Software may not be copied for distribution or redistributed under any circumstances without written permission from an officer of EDC Corporation. You may not copy the written materials accompanying the Software.
3. **Other Restrictions.** This EDC Corporation License Agreement is your proof of license for use of the Software and must be retained by you. This License Agreement must be accepted by signature of an authorized agent of the licensee and an officer of EDC Corporation in order to be valid.

This License is non-transferable and is intended for single agency use. The Licensee is specifically prohibited from using this Software to engage in service contracts or in any other service bureau activities without written consent from licensor.





## **PARKING MANAGEMENT SOLUTIONS**

by EDC Corporation

The Licensee has use of the Software provided the terms and conditions of this agreement are upheld and Licensee is current in agreed upon payment schedule. You may not reverse engineer, decompile or disassemble the Software.

4. **Contract Term.** The Term of this contract is 5 Years from execution, with renewal options at the Licensee's discretion at the end of Year 5. EDC Corporation reserves the right to increase software subscriptions by no more than 3% for subsequent renewals. EDC Corporation will provide the Licensee with written notice of any increase in renewal costs, no less than 90 days prior to the renewal period.
5. **Termination Clause.** This contract may be terminated at the end of the contract term should renewal not be elected by the Licensee or granted by the Licensor. EDC Corporation will return to the Licensee all data and related materials upon termination of this contract.
6. **No Other Warranties.** Except as expressly stated herein, the Software is provided "AS IS" without warranty of any kind. EDC Corporation disclaims all other warranties, either express or implied. The licensee bears all risk relating to the quality and performance of the Software.
7. **No Liability for Consequential Damages.** In no event shall EDC Corporation or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits or revenues, business interruption, loss of business information or other pecuniary loss) arising out of the licensee's use of or inability to use this EDC Corporation product, even if EDC Corporation has been advised of the possibility of such damage.
8. **U.S. Government Restricted Rights.** The Software and documentation are provided with **RESTRICTED RIGHTS**. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraph(c)(1)(iii) of The Rights in Technical Data and Computer Software clause at **DFARS 252.227-7013** or Subparagraph(c)(1) and(2) of the Commercial Computer Software-Restricted Rights clause at **48 CFR 52.227-19**, as applicable. Contractor/manufacturer is EDC Corporation, 105 Wyoming Street, Suite 300, Syracuse, NY 13204.
9. **Governing Law.** This Agreement is governed by the laws of the State of Washington.





**PARKING MANAGEMENT SOLUTIONS**  
by EDC Corporation

10. **Effect of Agreement.** This Agreement embodies the entire understanding of the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to the Software.

Accepted by Licensor:

Name:	Christopher Genung
Title:	Vice President
Date:	
Signature	

Accepted by Licensee:

Name:	Michael A. Sloon
Title:	Director, Innovation and Technology Services Division
Date:	
Signature	





## **AIMS Hosted Service Level Agreement**

Effective Date: March 15, 2021

This EDC Corporation AIMS Hosted Service Level Agreement (“SLA”) is a policy governing the use of AIMS Hosted under the terms of the AIMS Hosted License Agreement (the “License Agreement”) between EDC Corporation (“EDC”, “us” or “we”) and users of EDC’s services (“you”). This SLA applies separately to each account using AIMS Hosted. Unless otherwise provided herein, this SLA is subject to the terms of the License Agreement and capitalized terms will have the meaning specified in the License Agreement. We reserve the right to change the terms of this SLA in accordance with the License Agreement.

### **Service Commitment**

EDC will use commercially reasonable efforts to make AIMS Hosted available with a Monthly Uptime Percentage (defined below) of at least 95.00%, in each case during any monthly billing cycle (the “Service Commitment”). In the event AIMS Hosted does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### **Definitions**

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which your production AIMS Hosted system, as applicable, was in the state where by one or more “Monitors” (MAIMS) generated an “Alarm” against your AIMS Hosted system. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any AIMS Hosted SLA Exclusion (defined below).
- “Service Outage” mean that one or more Monitors indicate that a component of your AIMS Hosted environment is unavailable for use.
- A “Monitor” is a specific test where by the availability of an AIMS Hosted component is determined to be operational or not. Each Monitor has a “Frequency” in minutes that is suitable for the test being performed and checks at this interval.
- “Frequency” mean the number of minutes between checks of a Monitor. Most Monitors use a frequency of two minutes.
- An “Alarm” is generated when a Monitor has a number of consecutive unsuccessful tests where by the “Error Threshold” for that Monitor is exceeded.





## PARKING MANAGEMENT SOLUTIONS

by EDC Corporation

- Specific Monitors include:
  - DNS Resolution
  - Successful website page load
  - AIMS Server listening for and accepting AIMS Client connections
  - AIMS Server database connectivity
- “Error Threshold” is a specific number of consecutive errors that must occur in order for an Alarm to be generated. Most Monitors use an Error Threshold of two in order to prevent false positives.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- “Infrastructure” is the cost for the compute environment where your AIMS system operates.

### Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you for the “Infrastructure” portion of your AIMS Hosted monthly bill in affected instances. Infrastructure does not include your AIMS License, AIMS Support, Test environment or data transfer costs.

Monthly Uptime Percentage	Service Credit Percentage
Less than 95.0% but equal to or greater than 90.0%	10%
Less than 90.0%	30%

We will apply any Service Credits only against future AIMS Hosted payments otherwise due from you. At our discretion, we may issue the Service Credit to the credit card you used to pay for the billing cycle in which the Service Outage occurred. Service Credits will not entitle you to any refund or other payment from EDC Corporation. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the License Agreement, your sole and exclusive remedy for any Service Outage, non-performance, or other failure by us to provide AIMS Hosting is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.







## **Credit Request and Payment Procedures**

To receive a Service Credit, you must submit a claim by opening a case in the EDC AIMS Support Center. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- The words “SLA Credit Request” in the subject line
- The dates and times of each Service Outage incident that you are claiming
- The affected AIMS Hosting environment name or IP Address
- Your logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks)

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

## **AIMS Hosting SLA Exclusions:**

The Service Commitment does not apply to any outage, suspension or termination of AIMS Hosting performance issues: (i) that result from a suspension based upon your breach of the terms in the License Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the control of EDC Corporation; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any scheduled maintenance as provided for pursuant to the License Agreement; or (vi) arising from our suspension and termination of your right to use AIMS Hosting in accordance with the License Agreement (collectively, the “AIMS Hosting SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.





**Electronic Data Collection Corporation (EDC)  
Service Provider Confidentiality Statement**

**Data Security and Confidentiality:**

As used herein, the term shall mean “Client” agency licensed to use the AIMS software and related products; and the term “Vendor” shall mean Electronic Data Collection Corporation. In this Statement, the party receiving information is generically referred to as the “Receiving Party,” and the party disclosing the information is generically referred to as the “Disclosing Party.”

**Obligations to Secure Confidential Information:**

Vendor warrants and represents that it will implement the necessary industry-standard physical, electronic, and managerial safeguards to ensure the confidentiality, integrity, and availability of Client Confidential Information, including but not limited to, the environment in which the Confidential Information is stored, processed, and transmitted. Vendor further warrants and represents that such safeguards will in no event be less than the level of security Vendor uses to protect its own Confidential Information. Vendor shall require its contractors and subcontractors authorized to access Client’s Confidential Information pursuant to this Agreement to take similar industry-standard precautions in safeguarding the Confidential Information.

Vendor agrees to comply with all applicable state and federal statutes and regulations governing unauthorized access and disclosure of the Confidential Information including, but not limited to: (1) personally identifiable information from education records as defined in The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99), and regulations promulgated thereunder; (2) information that is subject to the security provisions of the Gramm-Leach-Bliley Act, 15 U.S.C., Subchapter 1, Sections 6801-6809 (Disclosure of Nonpublic Personal Information); and (3) individually identifiable “personal health information” as defined in the Health Information Portability and Accountability Act (“HIPAA”) regulations, 45 CFR Parts 160 and 164.

The AIMS System is hosted in Amazon Web Services. Amazon goes to great lengths to protect their systems, the details of which can be found by requesting the Amazon SOC documentation. <https://aws.amazon.com/compliance/soc-faqs>



## **EXHIBIT I**

## **EXHIBIT I**

### **Service Level Agreement**

This Service Level Agreement is intended to provide an understanding of the services provided by Electronic Data Collection (EDC) Corp. ("Firm") and the companies they subcontract with to the City of Spokane ("City").

#### **AIMS Citation Management System (CMS) with Interactive Voice Response (IVR) and Boot and Tow Module**

##### **Support**

The following is an overview of system support for AIMS CMS, IVR and Boot and Tow Module

##### **Implementation Support**

The Firm shall provide dedicated Project Manager and key personnel who will be responsible for project oversight and delivery of AIMS CMS. The Project Manager shall be the single point of contact for the City and will be responsible for the management, implementation, and on-goingtrouble shooting of the AIMS CMS during its installation. The Project Manager shall coordinate effortswith the City designee. The Project Manager shall be available to the City by telephone or video access during implementation to respond to City needs, questionsand or issues. The Project Manager will develop, in consultation with the City, a detailed implementation and project plan for the AIMS CMS. Any changes in personnel to this position will be sent to the City in writing.

##### **Training**

The Firm shall provide initial in-person training for City staff with bi-annual refresher training (no additional cost).

The Firm shall provide software training manuals and user guides to staff. Manuals and user guides will be updated prior to any City-approved system changes. Firm shall update manuals and user guides within 30 days of notification by the City of policy modifications or new program implementation.

##### **Post-Implementation Support**

The Firm shall provide a dedicated customer service manager who will be a single point of contact for all City support needs through the duration of the contract. Any changes in personnel to this position will be sent to the City in writing.

The Firm shall offer live customer support for City and Court staff, at a minimum, between the hours of 8:00 AM and 5:00 PM PDT/PST, Monday – Friday, except for City holidays. This live customer support shall include system software issues, system hardware issues, feature-related questions, and reporting. An after-hours emergency support line shall be available 24/7.

The Firm shall provide email support for City and Court staff for system software issues, system hardware issues, feature-related questions, and reporting. Firm will respond within twenty-four (24) business hours.

#### **IVR and Customer Technical Support**

The Interactive Voice Response (IVR) system shall provide routing of customer service calls to City staff and the Firm's technical support early in the call script. The IVR system must be Level 1 PCI compliant.

AIMS Web shall provide the IVR phone number and direct email address for technical support to the Firm which is easily accessible on AIMS Web.

Technical support calls and emails shall be answered within one (1) business day. Complaints made by customers regarding service received by the Firm must be logged and reported to the City weekly.

#### **System Disruptions**

AIMS CMS, ticketer and AIMS Web, shall not be unavailable for more than four hours per month. Scheduled system maintenance, system upgrades, and/or system updates shall not be scheduled to occur during City parking enforcement hours (Monday-Friday, 7 AM to 10 PM – PST, Saturday 8 AM to 10 PM PST). Firm shall notify the City in writing(email) at least five (5) business days in advance of planned system maintenance, upgrades, or updates.

In emergency cases due to unforeseen circumstances, Firm shall document the disruption and notify the City as soon as is possible.

#### **Service Credits**

In the event that AIMS CMS, ticketer and AIMS Web, is unavailable for more than four hours for any calendar month, the Firm shall be liable for service credits in the amount of \$2,000.00 per unavailable hour. The service credits for system unavailability in any single month shall not exceed \$10,000.00.

In the event that the Firm fails to meet the following response times, the Firm shall be liable for service credits in the amount of \$200.00 per day.

Item	Response Time
Customer service for City and Court staff.	Live between the hours of 8:00 AM and 5:00PM PDT/PST, Monday – Friday, except for City holidays.

Item	Response Time
<p>After-hours emergency support line for City and Court staff.</p> <p>The following are examples of possible emergency situations. This list is not exhaustive and the City shall determine what constitutes an “emergency”.</p> <ul style="list-style-type: none"> <li>• Unable to issue citations;</li> <li>• Unable to process payments; and/or,</li> <li>• Inability of customers to access the CMS Customer Portal.</li> </ul>	Firm response within four (4) hours.
Email support for City and Court staff for system software issues, system hardware issues, feature-related questions and reporting.	Firm response within twenty-four (24) hours.
End-customer technical support for IVR and CMS Customer Portal.	Firm response within one (1) business day.
Log of complaints made by end-customers regarding service received by the Firm.	Logged and reported to the City weekly.

The Firm’s obligation to provide the City with service credits as set forth above, is dependent on the City providing written notice to the Firm stating why they did not meet the availability levels. Upon receipt of such notice, the Firm has 30 calendar days to investigate and respond in writing to the City. At the end of the 30 calendar days, if it is determined that the Firm did fail to meet the availability standard above, the City will receive the appropriate service credit during the next invoice cycle.

## **AIMS Permit Management System (PMS)**

### **Support**

The following is an overview of system support and acceptable response times.

#### **Implementation Support**

The Firm shall provide dedicated Project Manager and key personnel who will be responsible for project oversight and delivery of AIMS PMS. The Project Manager shall be the single point of contact for the City and will be responsible for the management, implementation, and on-going trouble shooting of AIMS PMS during its installation. The Project Manager shall coordinate efforts with the City designee. The Project Manager shall be available to the City by telephone or video access during implementation to respond to City needs, questions and or issues. The Project Manager will develop, in consultation with the City, a detailed implementation and project plan for the PMS. Any changes in personnel to this position will be sent to the City in writing.

#### **Training**

The Firm shall provide initial in-person training for City staff with bi-annual refresher training (no additional cost).

The Firm shall provide software training manuals and user guides to staff. Manuals and user guides will be updated prior to any City-approved system changes. Firm shall update manuals and user guides within 30 days of notification by the City of policy modifications or new program implementation.

#### **Post-Implementation Support**

The Firm shall provide a dedicated customer service manager who will be a single point of contact for all City support needs through the duration of the contract. Any changes in personnel to this position will be sent to the City in writing.

The Firm shall offer live customer support for City staff, at a minimum, between the hours of 8:00 AM and 5:00 PM PDT/PST, Monday – Friday, except for City holidays. This live customer support shall include system software issues, system hardware issues, feature-related questions and reporting. An after-hours emergency support line shall be available 24/7.

The Firm shall provide email support for City staff for system software issues, system hardware issues, feature-related questions and reporting. Firm will respond within twenty-four (24) business hours.

#### **Customer Technical Support**

AIMS Web shall provide direct email address for technical support from the Firm which is easily accessible on AIMS Web.

Technical support calls and emails shall be answered within one (1) business day. Complaints

made by customers regarding service received by the Firm must be logged and reported to the City weekly.

### **System Disruptions**

The PMS and AIMS Web, shall not be unavailable for more than four hours per month. Scheduled system maintenance, system upgrades, and/or system updates shall not be scheduled to occur during City parking enforcement hours (Monday-Friday, 7 AM to 10 PM – PST, Saturday 8 AM to 10 PM PST). Firm shall notify the City in writing (email) at least five (5) business days in advance of planned system maintenance, upgrades, or updates.

In emergency cases due to unforeseen circumstances, Firm shall document the disruption and notify the City as soon as is possible.

### **Service Credits**

In the event that the PMS and AIMS Web, is unavailable for more than four hours for any calendar month, the Firm shall be liable for service credits in the amount of \$500.00 per unavailable hour. The service credits for system unavailability in any single month shall not exceed \$2,000.00.

In the event that the Firm fails to meet the following response times, the Firm shall be liable for service credits in the amount of \$200.00 per day.

Item	Response Time
Customer service for City staff.	Live between the hours of 8:00 AM and 5:00 PM PDT/PST, Monday – Friday, except for City holidays.



Item	Response Time
<p>After-hours emergency support line for City staff.</p> <p>The following are examples of possible emergency situations. This list is not exhaustive, and the City shall determine what constitutes an “emergency”.</p> <ul style="list-style-type: none"> <li>• Unable to issue permits;</li> <li>• Unable to process payments; and/or,</li> <li>• Inability of customers to access the PMS Customer Portal.</li> </ul>	<p>Firm response within four (4) hours.</p>
<p>Email support for City staff for system software issues, system hardware issues, feature-related questions, and reporting.</p>	<p>Firm response within twenty-four (24) hours.</p>
<p>End-customer technical support for IVR and PMS Customer Portal.</p>	<p>Firm response within one (1) business day.</p>
<p>Log of complaints made by end-customers regarding service received by the Firm.</p>	<p>Logged and reported to the City weekly.</p>

The Firm’s obligation to provide the City with service credits as set forth above, is dependent on the City providing written notice to the Firm stating why they did not meet the availability levels. Upon receipt of such notice, the Firm has 30 calendar days to investigate and respond in writing to the City. At the end of the 30 calendar days, if it is determined that the Firm did fail to meet the availability standard above, the City will receive the appropriate service credit during the next invoice cycle.

## **AIMS Mobile LPR Enforcement System (LPR System)**

### **Support**

The following is an overview of system support and acceptable response times.

#### **Implementation Support**

The Firm shall provide dedicated Project Manager and key personnel who will be responsible for project oversight and delivery of AIMS Mobile LPR Enforcement System. The Project Manager shall be the single point of contact for the City and will be responsible for the management, implementation, and on-going trouble shooting of the LPR during its installation. The Project Manager shall coordinate efforts with the City designee. The Project Manager shall be available to the City by telephone or video access during implementation to respond to City needs, questions and or issues. The Project Manager will develop, in consultation with the City, a detailed implementation and project plan for the LPR. Any changes in personnel to this position will be sent to the City in writing.

#### **Training**

The Firm shall provide initial in-person training for City staff with bi-annual refresher training (no additional cost).

The Firm shall provide software training manuals and user guides to staff. Manuals and user guides will be updated prior to any City-approved system changes. Firm shall update manuals and user guides within 30 days of notification by the City of policy modifications or new program implementation.

#### **Post-Implementation Support**

The Firm shall provide a dedicated customer service manager who will be a single-point of contact for all City support needs through the duration of the contract. Any changes in personnel to this position will be sent to the City in writing.

The Firm shall offer live customer support for City staff, at a minimum, between the hours of 8:00 AM and 5:00 PM PDT/PST, Monday – Friday, except for City holidays. This live customer support shall include system software issues, system hardware issues, feature-related questions, and reporting. An after-hours emergency support line shall be available 24/7.

The Firm shall provide email support for City staff for system software issues, system hardware issues, feature-related questions, and reporting. Firm will respond within twenty-four (24) business hours.

## System Disruptions

The LPR software shall not be unavailable for more than four hours per month. Scheduled system maintenance, system upgrades, and/or system updates shall not be scheduled to occur during City parking enforcement hours (Monday-Friday, 7 AM to 10 PM – PST, Saturday 8 AM to 10 PM PST). Firm shall notify the City in writing (email) at least five (5) business days in advance of planned system maintenance, upgrades, or updates.

In emergency cases due to unforeseen circumstances, Firm shall document the disruption and notify the City as soon as is possible.

## Service Credits

In the event that the LPR software is unavailable for more than four hours for any calendar month, the Firm shall be liable for service credits in the amount of \$300.00 per unavailable hour. The service credits for service unavailability in any single month shall not exceed \$1,500.00.

In the event that the Firm fails to meet the following response times, the Firm shall be liable for service credits in the amount of \$200.00 per day.

Item	Response Time
Customer service for City staff.	Live between the hours of 8:00 AM and 5:00 PM PDT/PST, Monday – Friday, except for City holidays.
After-hours emergency support line for City staff.	Firm response within four (4) hours.
Email support for City staff for system software issues, system hardware issues, feature-related questions and reporting.	Firm response within twenty-four (24) hours.

The Firm's obligation to provide the City with service credits as set forth above, is dependent on the City providing written notice to the Firm stating why they did not meet the availability levels. Upon receipt of such notice, the Firm has 30 calendar days to investigate and respond in writing to the City. At the end of the 30 calendar days, if it is determined that the Firm did fail to meet the availability standard above, the City will receive the appropriate service credit during the next invoice cycle.

## **EXHIBIT J**



## PARKING MANAGEMENT SOLUTIONS

by EDC Corporation

July 19, 2020

### SERVICES

EDC Corporation will provide credit card authorizations via AIMS & AIMS Web for the purposes of vending card present, recurring monthly permits, special event POS using WisePad2 devices, and AMP Park App transactions. Processing will be performed using Bluefin PayConnex API and other tools which are PCI compliant. EDC is an acting Agent of Bluefin. Charge authorizations will be batch deposited into the customers bank via existing payment gateway nightly if possible. EDC will remain PCI compliant and our annual Attestation of Compliance will be delivered upon request.

### TERM

Agreement can be terminated without reason with 30-day notice from the Client.

### INVOICING & PAYMENTS

Applicable transaction fees will be charged per fee schedule below. All fees will be itemized by EDC Corp. to the client monthly and all undisputed fees are due within 30 days of receipt of invoice.

### EXCLUSIONS AND EXPLANATIONS

Prices do not cover any required customized programming/professional services; these services are quoted separately. Also, prices do not include dial up services.

### TRANSACTION FEES

Any modifications to pricing require authorization by both EDC Corporation and client.

Description	Cost with Injection	Transaction Charge	Monthly Fee/Device	Annual Fee
PAX S300 Retail PIN Pad	\$335.00	\$0.10	\$20.00	
WisePad2 P2PE Bluetooth Card Reader	\$200.00	\$0.10	\$20.00	
AIMS Web Transactions		\$0.10		
AMP Park App		\$0.20		\$500.00
Bluefin Payment Processing <sup>1</sup>	Fee	Transaction Charge	Monthly Fee	Annual Fee
Interchange Fee/Transaction	2.99%			
Transaction		\$0.10		
Gateway Transaction		\$0.05		
P2PE Transaction (devices only)		\$0.05		
PCI Compliance			\$5.00	

### AUTHORITY TO EXECUTE

Customer PO #		Date	
Signature			
Name			
Title			

<sup>1</sup> Bluefin payment processing services are not required if you wish to use your existing payment gateway.



## License Information:

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

**Entity name:** ELECTRONIC DATA COLLECTION CORPORATION

**Business name:** ELECTRONIC DATA COLLECTION CORPORATION

**Entity type:** [Corporation](#)

**UBI #:** 604-712-644

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 105 WYOMING ST  
STE 300  
SYRACUSE NY 13204-2981

**Mailing address:** 105 WYOMING ST  
STE 300  
SYRACUSE NY 13204-2981

**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 date
<a href="#">Spokane General Business - Non-Resident</a>				Active	Feb-28-2022	Feb-16-2021

## Governing People

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

Governing people	Title
GENUNG, CHRISTOPHER	Vice President
GENUNG, ELLEN	Vice President
GENUNG, NANCY	President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2021

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

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

<b>PRODUCER</b> Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. Box 4743 Syracuse NY 13221	<b>CONTACT</b> NAME: Kris French PHONE (A/C, No, Ext): 315-451-1500 E-MAIL: kfrench@haylor.com FAX (A/C, No):
<b>INSURED</b> EDC Corp. 105 Wyoming Street Syracuse NY 13204	<b>EDCCORP</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Companies <b>INSURER B:</b> Hartford Accident & Indemnity Co. <b>INSURER C:</b> Travelers Prop. Cas. Co. of America <b>INSURER D:</b> ShelterPoint Life Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 19682 22357 25674 81434

**COVERAGES****CERTIFICATE NUMBER:** 1368369726**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		01SBAKF0028	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		01UECZL4022	4/17/2020	4/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		01SBAKF0028	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6N9886602042	8/15/2020	8/15/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Disability Technology Errors & Omissions			DBL601058 01TE028481820	1/1/2021 5/28/2020	1/1/2022 5/28/2021	Statutory Limits \$5,000,000 Occurrence \$25,000 Retention \$5,000,000 Aggrega

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

SS0008 04/05 - Business Liability Coverage Form  
SX8002 04/05 - Umbrella Liability Provisions Form  
HA 99 17 06/14 - Commercial Automobile Broad Form Endorsement

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
808 West Spokane Falls Boulevard  
Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT NEW YORK

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### 1. BROAD FORM INSURED

##### A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Covered Autos Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Covered Autos Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:



- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The amount we will pay for any partial "loss" to any hired "auto" is the cost of repairing or replacing the damaged property minus a deductible.

The amount we will pay for any one total "loss" to any hired "auto" is the smaller of the retail value for a substantially similar vehicle, a quotation for a substantially similar vehicle obtained by us from a qualified dealer, or the purchase price, plus the cost of substantiated improvements. However, the most we will pay in the event of a total "loss" to any hired "auto" is \$100,000 (Not applicable to settlements subject to New York State law.) A deductible applies for each covered hired "auto".

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$40 per day and a maximum limit of \$1200.

### **5. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **6. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III -of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph (1) above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **7. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **8. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **9. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **10. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **12. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Covered Autos Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **13. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **14. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **15. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **16. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto or an auto powered solely by electricity or natural gas for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

## 17. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UMBRELLA LIABILITY PROVISIONS**

This supplemental contract modifies insurance provided under the policy to which it is attached.

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meanings. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

### **SECTION I - COVERAGES**

#### **INSURING AGREEMENTS**

##### **A. Umbrella Liability Insurance**

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV – LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT**.

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
  - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
  - b. Prior to the "policy period", no "insured" listed under Paragraph **A.** of Section **III – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or

authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

3. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph **A.** of Section **III – Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - b. Receives a written or verbal demand or claim for "damages" because of the "bodily injury" or "property damage"; or
  - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

##### **B. Exclusions**

This policy does not apply to:

###### **1. Pollution**

Any obligation:

## UMBRELLA LIABILITY PROVISIONS

- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
  - (1) By reason of any such claim or suit or any such injury or damage; or
  - (2) In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;
- c. Irritants; or
- d. Toxic substances;

Including:

Smoke;  
Vapors;  
Soot;  
Fumes;  
Acids;  
Alkalis;  
Chemicals, and

Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

### EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Extension Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the

Extension Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception **b.** does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
  - (a) Being transported or towed by, or handled for movement into, onto or from, any "auto";
  - (b) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (c) Being stored, disposed of, treated or processed in or upon any "auto";
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (a) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (b) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** or **f.(3)** of the definition of "mobile equipment" in the Business Liability Coverage Form.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and

- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**2. Workers' Compensation and Similar Laws**

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**3. Contractual Liability**

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

**4. Personal and Advertising Injury**

"Personal and advertising injury".

**EXCEPTION**

This exclusion does not apply if "underlying insurance" is applicable to "personal and advertising injury" and to claims arising out of that "personal and advertising injury".

**5. Underlying Insurance**

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

**6. Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any aircraft:

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any "insured".

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

**7. Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others, of any watercraft that is owned or operated by or rented or loaned to, any "insured".

This exclusion does not apply to:

- a. Watercraft you do not own that is:
  - (1) Less than 51 feet long; and
  - (2) Not being used to carry persons for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

**8. War**

Any injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**9. Damage to Property**

"Property damage" to property you own.

**10. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

## UMBRELLA LIABILITY PROVISIONS

### 11. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

### 12. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured arising out of:

1. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

### 13. Recall of Products, Work or Impaired Property

"Damages" claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### 14. Expected or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### 15. Employer Liability

With respect to coverage afforded any of your "employees", to "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;

- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee";
- c. To you, or any of your partners or members (if you are a partnership or joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs **a.** and **b.** of this exclusion apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

### EXCEPTION

Subparagraphs **a.** and **b.** of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Extension Schedule of Underlying Insurance Policies.

### 16. Property Damage to Employee's Property

With respect to coverage afforded any of your "employees", to "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company);

### 17. Uninsured or Underinsured Motorists

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

unless this policy is endorsed to provide such coverage.

### 18. Employment Practices Liability

Any injury or damage to:

1. A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or



- (c) Any employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- 2. The spouse, child, parent, brother or sister of that person, as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- i. Whether the "insured" may be liable as an employer or in any other capacity; and
- ii. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

#### **19. Employee Retirement Income Security Act**

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

#### **20. Asbestos**

Any injury, "damages", loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for "damages" because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

#### **21. Racing And Stunting Activities**

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of an "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

#### **22. Electronic Data**

"Damages" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

#### **23. Limited Underlying Coverage**

Any injury, damage, loss, costs or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. An "underlying insurance" policy or policies specifically provides coverage; but that
- b. Because of a provision within the "underlying insurance", such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Extension Schedule of Underlying Insurance Policies.

#### **24. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

### **SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT**

- A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

## UMBRELLA LIABILITY PROVISIONS

1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period";

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this policy;
2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits", are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition

to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.

- C. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

## SECTION III - WHO IS AN INSURED

- A. If you are doing business as:

1. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.
3. A limited liability company, you are an "insured". Your members are also "insureds", but with only respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.
5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

- B. Each of the following is also an "insured":

1. Your "volunteer workers" only while performing duties related to the conduct of your business or your "employees" other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:
  - a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
  - b. Only if such "volunteer workers" or "employees" are "insureds" in the "underlying insurance" with limits of

## UMBRELLA LIABILITY PROVISIONS

liability at least as high as set forth in the Extension Schedule of Underlying Insurance Policies, subject to all the limitations upon coverage and all other policy terms and conditions of such "underlying insurance" and this policy.

2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
- b. Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance".
- c. Beyond the period of time required by the written contract, written agreement or permit.

3. Any person or organization having proper temporary custody of your property if you die, but only:
  - a. With respect to liability arising out of the maintenance or use of that property; and
  - b. Until your legal representative has been appointed
4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.

C. With respect to any "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".

D. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an "insured" while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an "insured", but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an "insured" with respect to:

1. "Bodily injury" to a co-"employee" of the person driving the equipment; or
2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an "insured" under this provision.

E. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. Each person or organization, not included as an "insured" in Paragraphs A., B., C., D., or E., who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Extension Schedule of Underlying Insurance Policies.

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### SECTION IV - LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made or "suits" brought;
  3. Persons or organizations making claims or bringing "suits"; or
  4. Coverages under which "damages" are covered under this policy.
- B. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":
1. Because of injury or damage included within the "products-completed operations hazard";
  2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
  3. Because of "bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any "auto".
- C. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".
- D. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
- E. Subject to B., C., or D. above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
- F. Our obligations under this insurance, except for our obligations under the Cancellation and Nonrenewal Conditions, end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
- G. The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

### SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

- A. The insurance does not apply:
1. To "bodily injury" or "property damage":
    - a. With respect to which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
    - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:
    - a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
    - c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.
- B. As used in this exclusion:
- "Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for
  - (1) separating the isotopes of uranium or plutonium,
  - (2) processing or utilizing "spent fuel", or
  - (3) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

## **SECTION VI - CONDITIONS**

### **A. Premium**

All premiums for this policy shall be computed in accordance with the Premium Section of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium.

At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations, shall become due and payable by such Named Insured. If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named Insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.

### **B. Inspection and Audit**

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

### **C. Duties In The Event Of Occurrence, Claim or Suit**

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
  - (a) You, or any additional insured that is an individual;
  - (b) Any partner, if you or an additional insured are a partnership;
  - (c) Any manager, if you or an additional insured are a limited liability company;
  - (d) Any "executive officer" or insurance manager, if you or an additional insured are a corporation.
  - (e) Any trustee, if you or an additional insured is a trust; or
  - (f) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- (a) How, when and where the "occurrence" took place;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any "insured", you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us in writing as soon as practicable if the claim is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.
3. You and any other involved "insured" must:
  - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;
  - (b) Authorize us to obtain records and other information;
  - (c) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (d) Assist us, upon our request in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this policy or any "underlying insurance" or "self-insured retention" may apply.
4. No "insured" will, except at that "insured's" own cost, make or agree to any settlement for a sum in excess of:
  - (a) The total limits of "underlying insurance"; or
  - (b) The "self-insured retention" if no "underlying insurance" applies without our consent.
5. No "insured" will, except at that "insured's" own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

### D. Assistance and Cooperation of the Insured

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and

2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

### E. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an "insured"; or
- b. To sue us on this policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but, we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

### F. Appeals

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention", we may elect to make such appeal, at our cost and expense. If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

1. Taxable costs;
2. Disbursements; and
3. Additional interest incidental to such appeal;

but in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and

- c. Any increase in "damages" over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

**G. Other insurance**

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

1. Primary;
2. Contributing;
3. Excess; or
4. Contingent;

Provided that if such other insurance provides umbrella coverage in excess of "underlying insurance" or a "self-insured retention", this policy shall contribute therewith with respect to "damages".

However, we shall not be liable for a greater proportion of such loss than the amount which would have been payable under this policy bears to the sum of:

1. Said amount; and
2. The amounts which would have been payable under each other umbrella policy applicable to such loss, had each such policy been the only policy so applicable.

**H. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the "insured" has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after a loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.
- b. Recoveries shall be applied to reimburse:
  - (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
  - (2) Second, us, along with any other insurers having a quota share interest at the same level;
  - (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- c. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

**I. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

**J. Separation Of Insureds**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each "insured" against whom claim is made or "suit" is brought.

**K. Maintenance of Underlying Insurance**

Policies affording in total the coverage and limits stated in the Extension Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
2. Termination of part or all of one or more of the policies of "underlying insurance";
3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

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### L. Cancellation

1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.
4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

### M. Nonrenewal

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of nonrenewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

### N. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other "employee" arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other "employee" automatically terminates at the same time.

### O. Bankruptcy or Insolvency

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

### P. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Extension Schedule of Underlying Insurance Policies are accurate and complete;
- c. The statements in **a.** and **b.** are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

## SECTION VII - DEFINITIONS

**Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.**

- A. **"Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. **"Auto"** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- C. **"Covered pollution cost or expense"** means any cost or expense arising out of:
  1. Any request, demand or order; or
  2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

1. That are, or that are contained in any property that is:
  - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";



- b. Otherwise in the course of transit by or on behalf of the "insured"; or
  - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
2. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
  3. After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

1. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
2. The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **f.(2)** or **f.(3)** of the definition of "mobile equipment" in the Business Liability Coverage Form.

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

1. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
2. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**D. "Damages"** means a monetary award, monetary settlement or monetary judgment. "Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

The following are not considered "damages" and are not covered by this policy:

1. Fines, penalties, sanctions or taxes;
2. Attorney's fees and costs associated with any non-monetary relief awarded against the "insured"; or

3. Any monetary award, monetary settlement or monetary judgment for which insurance is prohibited by the law(s) applicable to the construction of this policy.

**E. "Insured"** means any person or organization qualifying as an "insured" in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

**F. "Occurrence"** means:

1. With respect to "bodily injury" or "property damage", an "accident", including continuous or repeated exposure to substantially the same general harmful conditions; and
2. With respect to "personal and advertising injury", an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

**G. "Policy period"** means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

**H. "Self-insured retention"** means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

**I. "Underlying insurance"** means the insurance policies listed in the Extension Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance". The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

## **UMBRELLA LIABILITY PROVISIONS**

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.

# **BUSINESS LIABILITY COVERAGE FORM**

**QUICK REFERENCE**  
**BUSINESS LIABILITY COVERAGE FORM**  
**READ YOUR POLICY CAREFULLY**

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# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

## BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
    - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
    - (b) You are not engaged in the business or occupation of providing such services.
  - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. MEDICAL EXPENSES

### Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## **B. EXCLUSIONS**

### **1. Applicable To Business Liability Coverage**

This insurance does not apply to:

#### **a. Expected Or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### **b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

## BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or



## BUSINESS LIABILITY COVERAGE FORM

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

## BUSINESS LIABILITY COVERAGE FORM

### **g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

### **h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

### **i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### **j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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### **o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### **p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
  - (i) Your web site; or
  - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

### C. WHO IS AN INSURED

**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1)** "Bodily injury" or "personal and advertising injury":
  - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
  - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
  - (d)** Arising out of his or her providing or failing to provide professional health care services.
- If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2)** "Property damage" to property:
  - (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.



- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:  
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

#### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

##### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

##### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

##### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us****a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## BUSINESS LIABILITY COVERAGE FORM

### F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

#### 1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

#### 2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### 3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

#### 4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

#### 5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

#### 6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

## **7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## **8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



## BUSINESS LIABILITY COVERAGE FORM

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
- a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from
- computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement; or
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph f. does not include that part of any contract or agreement:

## BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

## BUSINESS LIABILITY COVERAGE FORM

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

## BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

### 24. "Your product":

#### a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

#### b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

### 25. "Your work":

#### a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

#### b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

# CERTIFICATE OF INSURANCE COVERAGE

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name &amp; Address of Insured (use street address only)  EDC Corp.  105 Wyoming Street  Syracuse NY 13204</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured  706-0310</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number  161488006</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  City of Spokane  808 West Spokane Falls Boulevard  Spokane WA 99201</p>	<p>3a. Name of Insurance Carrier  ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"  DBL601058</p> <p>3c. Policy effective period  1/1/2021 to 1/1/2022</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p> <p>_____</p> <p>_____</p>	

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 1/27/2021 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 315-703-3228 Name and Title CEO

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York**

**Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name and address of Insured (Use street address only) EDC Corp. 105 Wyoming Street Syracuse NY 13204</p> <p>Work Location of Insured (<i>Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy</i>)</p>	<p>1b. Business Telephone Number of Insured 706-0310</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 161488006</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Spokane 808 West Spokane Falls Boulevard Spokane WA 99201</p>	<p>3a. Name of Insurance Carrier Travelers Prop. Cas. Co. of America</p> <p>3b. Policy Number of entity listed in box "1a": UB6N9886602042</p> <p>3c. Policy effective period: 8/15/2020 to 8/15/2021</p> <p>3d. The Proprietor, Partners or Executive Officers are: <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p> <p>3e. Demolition is: (Definition of Demolition on Reverse) <input type="checkbox"/> included. <input checked="" type="checkbox"/> excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year after this form is approved by the insurance carrier or its licensed agent.*

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: James D. Freyer, Jr  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  1/27/2021  
(Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-451-1500

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are **NOT** authorized to issue it.

**C-105.2 (12-03)**

# Workers' Compensation Law

## Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

### Definition of Demolition (Box "3e." on the reverse side of this form)

A building wrecking or demolition is one where a building, chimney or steeple is razed, or where a floor, exterior wall or roof is removed. If the contract involves only the removal of interior walls, partitions or the facing only of any exterior wall, it is not considered demolition.

### Out-of-State Companies Working in NYS -- NYS Workers' Compensation and Disability Benefits Requirements for Permits, Licenses or Contracts issued by NYS Government Entities

Generally, employers must have a workers' compensation policy or a combination of policies that cover each state in which they employ permanent employees to cover on-the-job accidents and disabilities. As you are probably aware, certain insurance carriers write policies that cover multiple states. "Riders" found under sections 3A and 3C on the Information Page of the policy specify the states of coverage. In addition, the operations covered in each state are identified in attachments to the policy.

In addition to any other state's workers' compensation coverages, an out-of-state employer needs to be specifically covered for NYS workers' compensation insurance when there are "sufficient contacts" between that employer and the state. While there is no single determinative factor, any of the following criteria could be the basis for finding "sufficient contacts" requiring New York coverage:

- . a physical location within New York State;
- . \$50,000 in payroll during a calendar year in New York State;
- . one or more employees (including subcontractors) with a primary work location or hired within New York State; or
- . employees (including subcontractors) working in New York State for more than 90 days during a calendar year.

If an out-of-state employer meets any of the above criteria, it is required to carry a New York State workers' compensation policy. When New York is listed in Item 3A on the Information Page of an employer's workers' compensation insurance policy, the employer is fully covered under the NYS Workers' Compensation Law. If insured through a private insurance carrier, the out-of-state employer must file a C-105.2 -- Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the government entity upon request) PLEASE NOTE: The New York State Insurance Fund provides its own version of this form, the U-26.3. If the out-of-state employer is legally, fully self-insured in New York State, the out-of-state employer must file a SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247). If the out-of-state employer is participating in group self-insurance, the out-of-state employer must file a GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the government entity upon request).

If an out-of-state employer does not meet any of the above criteria and has New York (NY) listed in Item 3C on the Information Page of its workers' compensation insurance policy (the Other States Insurance section), NYS specific coverage is not required and the employer may be able to use its own state's workers' compensation coverage by filing a WC/DB-101 form. [The out-of-state employer's employees will be covered under NY benefits when working in New York by having NY listed in Item 3C on the Information Page of the workers' compensation insurance policy (the Other States Insurance section).]

### C-105.2 (12-03) Reverse





**Agenda Sheet for City Council Meeting of:**  
03/22/2021

<b>Date Rec'd</b>	3/8/2021
<b>Clerk's File #</b>	OPR 2021-0025
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	SBO

<b>Submitting Dept</b>	POLICE
<b>Contact Name/Phone</b>	MIKE MCNAB 835-4514
<b>Contact E-Mail</b>	MMCNAB@SPOKANEPOLICE.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	1620 - ADDITIONAL SAK3 GRANT FUNDING

**Agenda Wording**

Amendment to accept an additional \$44,515 in grant funding to be used in the investigation and resolution of sexual assault cases by SPD. Amendment brings total grant award to \$90,133.

**Summary (Background)**

SPD was previously awarded and accepted grant funding from the Washington Association of Sheriffs and Police Chiefs(WASPC) to be used for the investigation of backlogged sexual assault kits. Due to the workload, an additional \$44,515 in funding was requested for reimbursement of overtime costs and subsequently awarded. Grant period 07/01/2020 - 06/30/2021

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Expense	\$ 44,515	# 1620-91787-21250-VARIOUS
Revenue	\$ 44,515	# 1620-91787-21250-33320
Select	\$	#
Select	\$	#

**Approvals**

**Dept Head** MCNAB, MICHAEL

**Division Director** MCNAB, MICHAEL

**Finance** SCHMITT, KEVIN

**Legal** ODLE, MARI

**For the Mayor** ORMSBY, MICHAEL

**Additional Approvals**

**Purchasing**  
**GRANTS,**  
**CONTRACTS &**  
**PURCHASING**

STOPHER, SALLY

**Council Notifications**

**Study Session\Other** PSCHC Meeting  
03/01/2021

**Council Sponsor** Councilmember Kinnear

**Distribution List**

spdfinance

MMCNAB

steve@waspc.org

## AMENDMENT TO INTERAGENCY AGREEMENT

### AGREEMENT: SAK3 2020-21 SPOKANE PD

1. This amendment (the "Amendment") is made by and between **the Washington Association of Sheriffs and Police Chiefs ("WASPC")** located at 3060 Willamette Dr. NE, Lacey, Washington 98516 and **Spokane Police Department ("Recipient")**, located at 1100 W Mallon Ave, Spokane, WA 99260, parties to the Interagency Agreement for the period of July 1, 2020 to June 30, 2021 (the "Agreement").

2. The Agreement is amended as follows:

The grant award to the Spokane Police Department under the Sexual Assault Kit Initiative Project is increased by \$44,515. The total grant award for this project shall not exceed \$90,133.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

<b>For WASPC</b>	<b>For RECIPIENT</b>
Name: Steven D. Strachan	Name: Craig Meidl
Title: Executive Director	Title: Chief
Agency: Washington Association of Sheriffs & Police Chiefs	Agency: Spokane Police Department
Date:	Date:
Signature:	Signature:

## Briefing Paper

### (Public Safety & Community Healthy Committee)

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Amending Washington Association of Sheriffs and Police Chiefs Sexual Assault Kit Initiative Grant Program
<b>Date:</b>	March 1 <sup>st</sup> , 2021
<b>Contact (email &amp; phone):</b>	Mike McNab <a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 835-4514
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	<u>Original award</u> from WASPC \$45,618 (\$26,742 for SPD and \$18,876 for Luther Community Services as a sub-recipient). The funding period is July 1, 2020-June 30 <sup>th</sup> , 2021. This funding allowed SPD to promote a sergeant out-of-grade through June 30 <sup>th</sup> , 2021 to work solely on the backlog of unsolved sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits. The funding provided up to 100 hours of overtime for a sergeant and detective each to dedicate additional work to these cases. SPD will be seeking funding for an additional 640 hours in overtime from the grantor. If awarded, we are asking to amend the contract to add an additional \$44,515 to SPD's award bringing the total to \$90,133.
<p><u>Background/History:</u> SPD has submitted 711 previously un-submitted sexual assault kits for testing. To date, SPD has received over 90 CODIS hits from tested kits but has been unable to divert resources from active cases to investigate the older cases. This grant has allowed SPD to temporarily devote resources to sort through and investigate the cases with returned CODIS hits and ultimately seek a just resolution for the victims. This project has proven to be more cumbersome than anticipated. The team is invested and has a realistic goal of <u>completing 90% of the case work by the end of June</u>. This increase in overtime will allow the Sergeant and Detective up to 20 hours each per week to devote to the project.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Grant period July 01, 2020 to June 30, 2021</li> <li>• Seeking grant increase \$44,515.</li> <li>• Total grant award would be \$90,133.</li> <li>• Investigators will be allowed up to 20 hours per week on overtime to reach 90% completion by the end of June.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Proposed SBO to follow(pending award approval from grantor)</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

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: None

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

03/22/2021

**Date Rec'd**

3/2/2021

**Clerk's File #**

OPR 2021-0186

**Renews #****Submitting Dept**

FLEET SERVICES

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

DPAINE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

RN149

**Agenda Item Name**

5100-LEASE OF 13 TOYOTA RAV 4S

**Agenda Wording**

The Development Services Center would like to lease 13 Toyota Rav 4s from Enterprise Fleet Management, Spokane, WA. using Sourcewell Contract #060618-EFM. Monthly lease amount for each vehicle is \$503.59 for 36 months, for a total of \$235,680.12.

**Summary (Background)**

The residual value of each vehicle at the end of the 36 month term is \$14,031.28. 3 of the Toyota Rav 4s Hybrids will replace units that have reached the end of their economic life. The other ten Rav 4s Hybrids will be used by City inspectors who currently drive their own vehicles. Leasing new vehicles will reduce maintenance costs and downtime while older vehicles are being repaired and benefit from efficiencies in gas mileage. We recommend approval for the lease of 13 Rav 4s.

Lease? YES

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 235,680.12

# 4700-30210-24100-54501-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

PAINE, DAVID

**Study Session\Other**

3/8/2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Breean Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

mmartinez

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****ACCOUNTING -  
LEASE**

HUGHES, MICHELLE

**DSC, CODE  
ENFORCEMENT &  
PARKING SERVICES**

BECKER, KRIS

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Lease of 13 Toyota Rav 4s
<b>Date:</b>	March 8, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History:  
 The Development Services Center would like to lease 13 Toyota Rav 4s from Enterprise Fleet Management, Spokane, WA. The lease would be done using Sourcewell Contract #060618-EFM. Monthly lease amount for each vehicle is \$503.59. The leases are 36 months, for a total of \$235,680.12. The residual value of each vehicle at the end of the 36 month term is \$14,031.28

Executive Summary:

Impact

- Three of the Toyota Rav 4s will replace units that have reached the end of their economic life. The other ten Rav 4s will be used by City inspectors who currently drive their own vehicles. As City building, electrical, right of way, boiler and elevator inspectors visit diverse project and property types throughout the City it is important that they are recognizable when conducting City business. The standardization and branding of the fleet will reassure our customers in recognizing our staff as City authorities. Leasing new vehicles will reduce maintenance costs and downtime while older vehicles are being repaired and benefit from efficiencies in gas mileage.

Action

- We recommend approval for the lease of 13 Toyota Rav 4s for the Development Services Center.

Funding

- Funding for this is included in the Development Services Center budget. The costs of the leases for ten of the vehicles will be offset by savings from auto allowances that are currently paid to employees.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

Known challenges/barriers:

**Prepared For:** CITY OF SPOKANE  
Paine, David

**Date** 02/16/2021  
**AE/AM** J6H/CRB

**Unit #**

**Year** 2021 **Make** Toyota **Model** RAV4 Hybrid

**Series** LE 4dr All-wheel Drive

**Vehicle Order Type** Ordered **Term** 36 **State** WA **Customer#** 578823

\$ 26,948.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>WA</u>
\$ 175.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 127.33 *	Tax on Incentive ( Taxable Incentive Total : \$1,384.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	(0 P) Super White
<b>Interior Color</b>	(0 I) Black w/Fabric Seat Trim
<b>Lic. Plate Type</b>	Exempt
<b>GVWR</b>	0

\$ 27,298.00	Total Capitalized Amount (Delivered Price)
\$ 368.52	Depreciation Reserve @ <u>1.3500%</u>
\$ 92.64	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 461.16</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0  
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0 Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 42.43 Sales Tax 9.2000%

**State** WA

**\$ 503.59 Total Monthly Rental Including Additional Services**

\$ 14,031.28 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(<sup>3</sup>Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** CITY OF SPOKANE

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00

## VEHICLE INFORMATION:

2021 Toyota RAV4 Hybrid LE 4dr All-wheel Drive - US

Series ID: 4435

## Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$26,932	\$28,650.00
Total Options	\$225.00	\$1,028.00
Destination Charge	\$1,175.00	\$1,175.00
<b>Total Price</b>	<b>\$28,332.00</b>	<b>\$30,853.00</b>

## SELECTED COLOR:

Exterior: 040-(0 P) Super White  
Interior: 20-(0 I) Black w/Fabric Seat Trim

## SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
040_02	(0 P) Super White	NC	NC
20_01	(0 I) Black w/Fabric Seat Trim	NC	NC
2T	All Weather Liner Package (TMS)	\$165.00	\$269.00
63	All Weather Floor Liner (TMS)	\$105.00	\$169.00
AWFL	All Weather Floor Liners	Included	Included
BD	Blind Spot Monitor w/RCTA	\$526.00	\$590.00
FB	Fabric Seat Trim	STD	STD
FE	50 State Emissions	NC	NC
NATL	National Region	NC	NC
PAINT	Monotone Paint Application	STD	STD
R5	Cargo Liner	Included	Included
RETTMS	Fleet Credit	\$-571.00	\$0.00
STDAX	Axle Ratio: TBD	STD	STD
STDEN	Engine: 2.5L 4-Cylinder Atkinson Cycle	STD	STD
STDGV	GVWR: 4,920 lbs	STD	STD
STDRD	Radio: AM/FM Stereo	STD	STD
STDST	Front Sport Seats	STD	STD
STDTN	Transmission: ECVT (Continuously Variable)	STD	STD
STDTR	Tires: 225/65R17 AS	STD	STD
STDWL	Wheels: 17" x 7.0J Silver Aluminum Alloy	STD	STD

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Body Material: galvanized steel/aluminum body material  
Roof Rack: rails only  
Body Side Cladding: black bodyside cladding  
Grille: black w/body-colour surround grille  
Exhaust Tip: chrome tip exhaust

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls, Full-Speed Range Dynamic Radar Cruise Control (DRCC) distance pacing  
Fuel Remote Release: mechanical fuel remote release  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Emergency SOS: Safety Connect with 1-year trial emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Seatback Storage Pockets: 1 seatback storage pockets  
IP Storage: bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Wi-Fi Connect with up to 2GB within 3-month trial internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: Automatic High Beams (AHB) auto high-beam headlights  
Rear Window wiper: fixed interval rear window wiper  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights

Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-dash clock  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints  
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Height Adjustment: manual height-adjustable driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Mats: vinyl/rubber cargo mat

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 176-hp, 2.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD and auto-manual

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

03/22/2021

**Date Rec'd**

3/2/2021

**Clerk's File #**

OPR 2021-0187

**Renews #****Submitting Dept**

FLEET SERVICES

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

KBECKER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

RE148

**Agenda Item Name**

5100-LEASE OF TOYOTA RAV 4 AND TOYOTA TACOMA

**Agenda Wording**

The Code Enforcement Department would like to lease a Toyota Rav 4 for \$503.59 a month, and a Toyota Tacoma for \$474.06 a month, from Enterprise Fleet Management, Spokane, WA, using Sourcewell Contract #060618-EFM. The leases are for 36 months eac

**Summary (Background)**

The leases are for 36 months, for a total of \$18,129.24 for The total lease for the Rav 4 His \$18,129.24 and \$17,066.16 for the Toyota Tacoma. The residual value of the Rav4 at the end of the 36 month term is \$14,031.28 and \$13,216.32. for the Tacoma. These vehicles will replace units that have reached the end of their economic life. The Toyota Rav 4 will provide improved efficiency in gas mileage and greater access to remote locations. We recommend approval of these vehicles for Code Enforcemen

Lease? YES

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 35,195.40

# 1200-58100-24600-54501-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

PAINE, DAVID

**Study Session\Other**

3/8/2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Breean Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

mmartinez

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

PRINCE, THEA

**ACCOUNTING -  
LEASE**

HUGHES, MICHELLE

**DSC, CODE  
ENFORCEMENT &  
PARKING SERVICES**

BECKER, KRIS

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Lease of Toyota Rav 4 and Toyota Tacoma
<b>Date:</b>	March 8, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History:  
 The Code Enforcement Department would like to lease a Toyota Rav 4 for \$503.59 a month, and a Toyota Tacoma for \$474.06 a month, from Enterprise Fleet Management, Spokane, WA. The lease would be done using Sourcewell Contract #060618-EFM. The leases are for 36 months, for a total of \$18,129.24 for the Rav 4 and \$17,066.16 for the Toyota Tacoma. The residual value of the Rav4 at the end of the 36 month term is \$14,031.28. The residual value of the Tacoma at the end of the 36 month term is \$ 13,216.32.

Executive Summary:

Impact

- The Toyota Rav 4 and Toyota Tacoma will replace units that have reached the end of their economic life. The Toyota Rav 4 will provide improved efficiency in gas mileage for daily driving of a Code Enforcement Officer. The Toyota Tacoma provides improved gas mileage, bed capacity and greater access to remote locations through 4 wheel drive. It replaces a smaller, two wheel drive Ford Ranger.

Action

- We recommend approval for the lease of a Toyota Rav 4 and a Toyota Tacoma for the Code Enforcement Department.

Funding

- Funding for this is included in the Code Enforcement Department budget.

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

Operations Impact:

☒ ☐

Consistent with current operations/policy?

Yes

No

Requires change in current operations/policy?

☐

Yes

☐

No

Specify changes required:

Known challenges/barriers:



**Prepared For:** CITY OF SPOKANE  
Paine, David

**Date** 02/16/2021  
**AE/AM** J6H/CRB

**Unit #**

**Year** 2021 **Make** Toyota **Model** RAV4 Hybrid

**Series** LE 4dr All-wheel Drive

**Vehicle Order Type** Ordered **Term** 36 **State** WA **Customer#** 578823

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

**Driver Name**

**Exterior Color** (0 P) Super White

**Interior Color** (0 I) Black w/Fabric Seat Trim

**Lic. Plate Type** Exempt

**GVWR** 0

\$ 26,948.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>WA</u>
\$ 175.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 127.33 *	Tax on Incentive ( Taxable Incentive Total : \$1,384.00 )

\$ 27,298.00	Total Capitalized Amount (Delivered Price)
\$ 368.52	Depreciation Reserve @ <u>1.3500%</u>
\$ 92.64	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>

**\$ 461.16 Total Monthly Rental Excluding Additional Services**

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0

OverMileage Charge \$ 0.0350 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

# Tires 0

Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 42.43 Sales Tax 9.2000%

**State** WA

**\$ 503.59 Total Monthly Rental Including Additional Services**

\$ 14,031.28 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(<sup>3</sup>Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** CITY OF SPOKANE

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00

## VEHICLE INFORMATION:

2021 Toyota RAV4 Hybrid LE 4dr All-wheel Drive - US

Series ID: 4435

## Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$26,932	\$28,650.00
Total Options	\$225.00	\$1,028.00
Destination Charge	\$1,175.00	\$1,175.00
<b>Total Price</b>	<b>\$28,332.00</b>	<b>\$30,853.00</b>

## SELECTED COLOR:

Exterior: 040-(0 P) Super White  
Interior: 20-(0 I) Black w/Fabric Seat Trim

## SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
040_02	(0 P) Super White	NC	NC
20_01	(0 I) Black w/Fabric Seat Trim	NC	NC
2T	All Weather Liner Package (TMS)	\$165.00	\$269.00
63	All Weather Floor Liner (TMS)	\$105.00	\$169.00
AWFL	All Weather Floor Liners	Included	Included
BD	Blind Spot Monitor w/RCTA	\$526.00	\$590.00
FB	Fabric Seat Trim	STD	STD
FE	50 State Emissions	NC	NC
NATL	National Region	NC	NC
PAINT	Monotone Paint Application	STD	STD
R5	Cargo Liner	Included	Included
RETTMS	Fleet Credit	\$-571.00	\$0.00
STDAX	Axle Ratio: TBD	STD	STD
STDEN	Engine: 2.5L 4-Cylinder Atkinson Cycle	STD	STD
STDGV	GVWR: 4,920 lbs	STD	STD
STDRD	Radio: AM/FM Stereo	STD	STD
STDST	Front Sport Seats	STD	STD
STDTN	Transmission: ECVT (Continuously Variable)	STD	STD
STDTR	Tires: 225/65R17 AS	STD	STD
STDWL	Wheels: 17" x 7.0J Silver Aluminum Alloy	STD	STD

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Body Material: galvanized steel/aluminum body material  
Roof Rack: rails only  
Body Side Cladding: black bodyside cladding  
Grille: black w/body-colour surround grille  
Exhaust Tip: chrome tip exhaust

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls, Full-Speed Range Dynamic Radar Cruise Control (DRCC) distance pacing  
Fuel Remote Release: mechanical fuel remote release  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Emergency SOS: Safety Connect with 1-year trial emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Seatback Storage Pockets: 1 seatback storage pockets  
IP Storage: bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Wi-Fi Connect with up to 2GB within 3-month trial internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: Automatic High Beams (AHB) auto high-beam headlights  
Rear Window wiper: fixed interval rear window wiper  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights

Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-dash clock  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints  
Break Resistant Glass: break resistant glass

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Height Adjustment: manual height-adjustable driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Mats: vinyl/rubber cargo mat

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 176-hp, 2.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD and auto-manual

**Prepared For:** CITY OF SPOKANE  
Paine, David

**Date** 01/29/2021  
**AE/AM** J6H/CRB

**Unit #**

**Year** 2021 **Make** Toyota **Model** Tacoma

**Series** SR 4x4 Access Cab 6 ft. box 127.4 in. WB

**Vehicle Order Type** Ordered **Term** 36 **State** WA **Customer#** 578823

\$ 25,363.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>WA</u>
\$ 175.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 127.33 *	Tax on Incentive ( Taxable Incentive Total : \$1,384.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	(0 P) Super White
<b>Interior Color</b>	(0 I) Cement w/Fabric Seat Trim (FB) or Fabri
<b>Lic. Plate Type</b>	Exempt
<b>GVWR</b>	0

\$ 25,713.00	Total Capitalized Amount (Delivered Price)
\$ 347.13	Depreciation Reserve @ <u>1.3500%</u>
\$ 86.99	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 434.12</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0  
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0 Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 39.94 Sales Tax 9.2000%

**State** WA

**\$ 474.06 Total Monthly Rental Including Additional Services**

\$ 13,216.32 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(<sup>3</sup>Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** CITY OF SPOKANE

**BY** **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00



## VEHICLE INFORMATION:

2021 Toyota Tacoma SR 4x4 Access Cab 6 ft. box 127.4 in. WB - US

Series ID: 7514

## Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$27,493	\$29,325.00
Total Options	\$-1,921.00	\$-1,546.00
Destination Charge	\$1,175.00	\$1,175.00
<b>Total Price</b>	<b>\$26,747.00</b>	<b>\$28,954.00</b>

## SELECTED COLOR:

Exterior: 040-(0 P) Super White  
 Interior: 14-(0 I) Cement w/Fabric Seat Trim (FB) or Fabric Seat Trim

## SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
040_01	(0 P) Super White	NC	NC
14_01	(0 I) Cement w/Fabric Seat Trim (FB) or Fabric Seat Trim	NC	NC
63	All Weather Floor Liners (TMS)	\$105.00	\$169.00
BZ	Utility Package	\$-1,442.00	\$-1,715.00
DELBE	Rear Seat Belts Delete	Included	Included
DELCB	Rear Cupholder Delete	Included	Included
DELIW	Intermittent Wiper Delete	Included	Included
DELRS	Rear Headrests Delete	Included	Included
DELSE	Rear Seat Delete	Included	Included
DELSLW	Sliding Rear Window Delete	Included	Included
DELSP	Rear Speakers Delete	Included	Included
FA	Fabric Seat Trim	Included	Included
FE	50 State Emissions	NC	NC
NATL	National Region	NC	NC
NONRD	Radio: AM/FM Audio System	Included	Included
PAINT	Monotone Paint Application	STD	STD
REBUP	Black Rear Bumper	Included	Included
RETTMS	Fleet Credit	\$-584.00	\$0.00
STDAX	Axle Ratio: 4.30	STD	STD
STDEN	Engine: 2.7L I-4 DOHC 16-Valve	STD	STD
STDGV	GVWR: 5,600 lbs	STD	STD
STDST	Front Seats	STD	STD
STDTN	Transmission: 6-Speed Automatic	STD	STD
STDTR	Tires: P245/75R16 AS	STD	STD
STDWL	Wheels: 16" x 7J Style Steel Disc	STD	STD

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Driver Door: reverse opening rear passenger doors  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Skid Plates: skid plates  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 1 front tow hooks  
Box Style: regular composite  
Integrated Storage: pickup integrated storage  
Body Material: fully galvanized steel body material  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls, Dynamic Radar Cruise Control (DRCC) distance pacing  
Power Windows: power windows with driver 1-touch down  
Illuminated Entry: illuminated entry  
Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors  
Emergency SOS: Safety Connect with 1-year trial emergency communication system  
Front Cupholder: front cupholder  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Other Console: rear console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Interior Concealed Storage: interior concealed storage  
IP Storage: bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
Internet Access: Wi-Fi Connect with up to 2GB within 3-month trial internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam halogen headlamps  
Auto-Dimming Headlights: Automatic High Beams (AHB) auto high-beam headlights  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Tachometer: tachometer

Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: low-tire-pressure warning  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Battery Warning: battery warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: front disc/rear drum brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock  
Ignition Disable: immobilizer  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 2  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Lumbar: manual driver and passenger lumbar support  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest  
Leather Upholstery: cloth front seat upholstery  
Door Trim Insert: cloth door panel trim  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Shift Knob Trim: urethane shift knob  
Floor Mats: rubber front and rear floor mats  
Interior Accents: chrome/metal-look interior accents

Standard Engine:

Engine 159-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD

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

03/22/2021

**Date Rec'd**

3/2/2021

**Clerk's File #**

OPR 2021-0188

**Renews #****Submitting Dept**

FLEET SERVICES

**Cross Ref #****Contact Name/Phone**

DAVID PAINE 625-6878

**Project #****Contact E-Mail**

KBECKER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

RN147

**Agenda Item Name**

5100-LEASE OF 5 TOYOTA RAV 4S

**Agenda Wording**

The Parking Meter Department would like to lease 5 Toyota Rav 4s from Enterprise Fleet Management, Spokane, WA, using Sourcewell Contract #060618-EFM. Monthly lease amount is \$503.59 for each vehicle. The lease is 36 months, for a total of \$90,646.20

**Summary (Background)**

The residual value of each vehicle at the end of the 36 months is \$14,031.28. The Toyota Rav 4s will replace units that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Toyota Rav 4's can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols. We recommend approval for the lease of 5 Toyota Rav 4s for the Parking Meter Department.

Lease? YES

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 90,646.20

# 1460-21200-21710-54501-99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

PAINE, DAVID

**Study Session\Other**

3/8/2021

**Division Director**

WALLACE, TONYA

**Council Sponsor**

Breean Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

mmartinez

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****ACCOUNTING -  
LEASE**

HUGHES, MICHELLE

**DSC, CODE  
ENFORCEMENT &  
PARKING SERVICES**

BECKER, KRIS

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Finance, Fleet Services
<b>Subject:</b>	Lease of 5 Toyota Rav 4s
<b>Date:</b>	March 8, 2021
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Urban Experience Health Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History:  
 The Parking Meter Department would like to lease 5 Toyota Rav 4s from Enterprise Fleet Management, Spokane, WA. The lease would be done using Sourcewell Contract #060618-EFM. Monthly lease amount is \$503.59 for each vehicle. The lease is 36 months, for a total of \$90,646.20. The residual value of each vehicle at the end of the 36 months is \$14,031.28.

Executive Summary:

Impact

- The Toyota Rav 4s will replace units that have reached the end of their economic life. These vehicles replace Go4's that have weather and range limits. The Toyota Rav 4's can accommodate collection and enforcement equipment, while also managing neighborhood and downtown patrols.

Action

- We recommend approval for the lease of 5 Toyota Rav 4s for the Parking Meter Department.

Funding

- Funding for this is included in the Parking Meter Department budget.

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

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

**Prepared For:** CITY OF SPOKANE  
Paine, David

**Date** 02/16/2021  
**AE/AM** J6H/CRB

**Unit #**

**Year** 2021 **Make** Toyota **Model** RAV4 Hybrid

**Series** LE 4dr All-wheel Drive

**Vehicle Order Type** Ordered **Term** 36 **State** WA **Customer#** 578823

\$ 26,948.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>WA</u>
\$ 175.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 350.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 127.33 *	Tax on Incentive ( Taxable Incentive Total : \$1,384.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	(0 P) Super White
<b>Interior Color</b>	(0 I) Black w/Fabric Seat Trim
<b>Lic. Plate Type</b>	Exempt
<b>GVWR</b>	0

\$ 27,298.00	Total Capitalized Amount (Delivered Price)
\$ 368.52	Depreciation Reserve @ <u>1.3500%</u>
\$ 92.64	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 461.16</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program <sup>3</sup> Contract Miles 0  
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0350 Per Mile

# Tires 0 Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 42.43 Sales Tax 9.2000%

**State** WA

**\$ 503.59 Total Monthly Rental Including Additional Services**

\$ 14,031.28 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(<sup>3</sup>Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** CITY OF SPOKANE

**BY** \_\_\_\_\_ **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	C	\$ 150.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00

## VEHICLE INFORMATION:

2021 Toyota RAV4 Hybrid LE 4dr All-wheel Drive - US

Series ID: 4435

## Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$26,932	\$28,650.00
Total Options	\$225.00	\$1,028.00
Destination Charge	\$1,175.00	\$1,175.00
<b>Total Price</b>	<b>\$28,332.00</b>	<b>\$30,853.00</b>

## SELECTED COLOR:

Exterior: 040-(0 P) Super White  
Interior: 20-(0 I) Black w/Fabric Seat Trim

## SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
040_02	(0 P) Super White	NC	NC
20_01	(0 I) Black w/Fabric Seat Trim	NC	NC
2T	All Weather Liner Package (TMS)	\$165.00	\$269.00
63	All Weather Floor Liner (TMS)	\$105.00	\$169.00
AWFL	All Weather Floor Liners	Included	Included
BD	Blind Spot Monitor w/RCTA	\$526.00	\$590.00
FB	Fabric Seat Trim	STD	STD
FE	50 State Emissions	NC	NC
NATL	National Region	NC	NC
PAINT	Monotone Paint Application	STD	STD
R5	Cargo Liner	Included	Included
RETTMS	Fleet Credit	\$-571.00	\$0.00
STDAX	Axle Ratio: TBD	STD	STD
STDEN	Engine: 2.5L 4-Cylinder Atkinson Cycle	STD	STD
STDGV	GVWR: 4,920 lbs	STD	STD
STDRD	Radio: AM/FM Stereo	STD	STD
STDST	Front Sport Seats	STD	STD
STDTN	Transmission: ECVT (Continuously Variable)	STD	STD
STDTR	Tires: 225/65R17 AS	STD	STD
STDWL	Wheels: 17" x 7.0J Silver Aluminum Alloy	STD	STD



## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Body Material: galvanized steel/aluminum body material  
Roof Rack: rails only  
Body Side Cladding: black bodyside cladding  
Grille: black w/body-colour surround grille  
Exhaust Tip: chrome tip exhaust

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls, Full-Speed Range Dynamic Radar Cruise Control (DRCC) distance pacing  
Fuel Remote Release: mechanical fuel remote release  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors  
Emergency SOS: Safety Connect with 1-year trial emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Seatback Storage Pockets: 1 seatback storage pockets  
IP Storage: bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Wi-Fi Connect with up to 2GB within 3-month trial internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: Automatic High Beams (AHB) auto high-beam headlights  
Rear Window wiper: fixed interval rear window wiper  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights

Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog display  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: low-tire-pressure warning  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: pedestrian detection  
Forward Collision Alert: forward collision  
Water Temp Gauge: water temp. gauge  
Clock: in-dash clock  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: compact spare tire  
Spare Tire Mount: spare tire mounted inside under cargo  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 3 rear head restraints  
Break Resistant Glass: break resistant glass

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Height Adjustment: manual height-adjustable driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: cloth door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Mats: vinyl/rubber cargo mat

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 176-hp, 2.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD and auto-manual

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

03/22/2021

<u>Date Rec'd</u>	3/11/2021
<u>Clerk's File #</u>	OPR 2021-0189
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	BT PENDING

<u>Submitting Dept</u>	MUNICIPAL COURT
<u>Contact Name/Phone</u>	SETH HACKENBERG 5093096948
<u>Contact E-Mail</u>	SHACKNEBERG@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	RESPITE BED CONTRACT BETWEEN SPOKANE COMMUNITY COURT AND CATHOLIC CHARITIES

Agenda Wording

Contract between Catholic Charities of Eastern Washington and Spokane Community Court to provide a trial Respite Bed program for one year.

Summary (Background)

The Spokane Community Court has recognized the effectiveness in Respite Bed programs in helping participants maintain their court requirements. This also increases their chance of long term success, housing, and completion of treatment programs. The SMCC launched an IRFP that CCEW responded to and were chosen based on their ability to provide a full scope of wrap around services. Furthermore, they agreed to the data tracking requirements necessary to verify the effectiveness of the program.

Lease? NO Grant related? NO Public Works? NO  
Fiscal Impact Budget Account

Expense	\$ 30,660	# 1910-18100-23600-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

ApprovalsCouncil Notifications

<u>Dept Head</u>	DELANEY, HOWARD	<u>Study Session\Other</u>	3/8/2021
<u>Division Director</u>	LOGAN, MARY	<u>Council Sponsor</u>	Breann Beggs
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

**Deliverables:**

One dedicated 24/7/365 respite housing bed for the Spokane Community Court Program. The dedicated respite bed will also include additional ancillary services. These can be directly provided or contracted out to another qualified service provider, however these additional ancillary services must be provided at no additional cost to the Spokane Municipal Court or the resident individual. These services will include the following:

- Food service, including 3 nutritionally appropriate meals per day.
- Personal hygiene facilities, including daily access to facilities for bathing.
- Ability to provide routine primary healthcare, including but not limited to health assessments, immunizations, and health education.
- Ability to provide mental health assessments, treatment, and counseling.
- Ability to provide coordination of healthcare and/or mental health treatment plans.
- Ability to manage and/or administer physician prescribed medications on-site.
- Ability to provide culturally competent medical and behavioral health services for Native American participants.
- Ability to provide access to homeless outreach, employment, housing, veterans, and clothing bank programs.
- Ability to conduct random drug and alcohol testing, as may be ordered by the Court.
- Ability to provide transportation to all services proposed under this IRFP, which are not provided at the same site as is proposed for housing services by the responder.

## **Timeline:**

- **March 1, 2021**

- New bed available at HOC for Spokane Municipal Court

- **April 2021**

- Initial check-in with Municipal Court partners on project implementation, challenges, etc.

- **May 2021**

- Check-ins with Spokane Community Court partners per reporting standards
  - Review of program outcomes in monthly meeting
  - Weekly check-ins via Zoom Staffing Meeting

- **June 2021**

- Check-ins with Spokane Community Court partners per reporting standards
  - Review of program outcomes in monthly meeting
  - Weekly check-ins via Zoom Staffing Meeting
  - Quarterly Meeting with Community Court Team to discuss Program Updates

- **July 2021**

- Check-ins with Spokane Community Court partners per reporting standards
  - Review of program outcomes in monthly meeting
  - Weekly check-ins via Zoom Staffing Meeting

- **August 2021**

- Check-ins with Spokane Community Court partners per reporting standards
  - Review of program outcomes in monthly meeting
  - Weekly check-ins via Zoom Staffing Meeting

- **September 2021**

- Check-ins with Spokane Community Court partners per reporting standards
  - Review of program outcomes in monthly meeting
  - Weekly check-ins via Zoom Staffing Meeting

- **October 2021**

- Check-ins with Spokane Community Court partners per reporting standards
  - Review of program outcomes in monthly meeting
  - Weekly check-ins via Zoom Staffing Meeting
  - Quarterly Meeting with Community Court Team to discuss Program Updates

- **November 2021**

- Check-ins with Spokane Community Court partners per reporting standards
  - Review of program outcomes in monthly meeting
  - Weekly check-ins via Zoom Staffing Meeting

- **December 2021**

- Check-ins with Spokane Community Court partners per reporting standards
- Review of program outcomes in monthly meeting
- Weekly check-ins via Zoom Staffing Meeting

- **January 2022**

- Check-ins with Spokane Community Court partners per reporting standards
- Review of program outcomes in monthly meeting
- Weekly check-ins via Zoom Staffing Meeting

- **February 2022**

- Check-ins with Spokane Community Court partners per reporting standards
- Review of program outcomes in monthly meeting
- Weekly check-ins via Zoom Staffing Meeting
- Final Meeting with Community Court team to discuss overall project outcome, potential extension, and funding opportunities.

## Metrics:

- Total nights of care
- Total stays
- Total unduplicated clients
- Average length of stay
- Clients housed/permanent destinations
- Clients connected to income/employment
- Clients connected to housing resources
- Clients connected to mental health services
- Clients educated on chemical dependency services available in our community
- Clients obtaining medical insurance
- Clients connected with primary care physician

## Reports:

- **Weekly** Care coordination check-ins with the Program Coordinator and Respite case management team. At this meeting, the Program Coordinator will review caseloads to ensure appropriate procedures have been followed for the intake, assessment, and medical service triaging and ensure documentation is completed in a timely manner.
- **Weekly** Director will meet weekly with Respite Coordinator to review program needs and community partner concerns.
- **Weekly** A representative will attend the Zoom Staffing Meetings for Community Court
- **Weekly** Shelter case management meetings will identify housing opportunities and case conferencing will collaboratively address challenging needs.
- **Weekly** Director will meet with Kitchen Lead Cook to review Respite meal and service plans.
- **Monthly** Director will monitor progress of the Program Coordinator in achieving the identified outcomes and outputs. The Director will review the data for timeliness and accuracy and follow up with the Program Coordinator should any issues become apparent.
- **Monthly** Program Coordinator will send to Spokane County Municipal Community Court monthly data reports, which will contain SDoH outcomes to date.
- **Quarterly** Program Coordinator and case management team will participate in training and development relevant to care coordination/project approach. In addition, ongoing quarterly meetings with our funder will be offered to collaborate on program methodology/work plan progress.
- **Quarterly** Program team meeting with Community Court team to discuss program updates and outcomes.





**City of Spokane**

**PERSONAL SERVICES AGREEMENT**

Title: **RESPITE BED FOR COMMUNITY COURT**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Catholic Charities Eastern Washington** whose address is P.O. Box 2253, Spokane, Washington 99210 as ("CCEW"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

CCEW shall provide a Dedicated Respite Bed for Community Court, in accordance with the IRFP issued by the City, which is attached as Exhibit B.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on March 1, 2021, and shall run through March 1, 2022, unless amended by written agreement or terminated earlier under the provisions.

**3. COMPENSATION / PAYMENT.**

Total compensation for CCEW's services under this Agreement shall not exceed **THIRTY THOUSAND SIX HUNDRED SIXTY AND NO/100 DOLLARS (\$30,660.00)**, including tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

CCEW shall submit its applications for payment to Municipal Court, Administration Office, West 1100 Mallon Avenue, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of CCEW's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify CCEW and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**4. TAXES, FEES AND LICENSES.**

- A. CCEW 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 CCEW's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## **5. 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 CCEW shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If CCEW 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.

## **6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

## **7. INDEMNIFICATION.**

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

## **8. INSURANCE.**

During the period of the Agreement, CCEW 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 Title 48 RCW:

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 CCEW's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with CCEW's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in 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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from CCEW or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, CCEW 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 CCEW's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. CCEW shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **9. DEBARMENT AND SUSPENSION.**

CCEW 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.

#### **10. AUDIT.**

CCEW and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. CCEW and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

#### **11. ASSIGNMENT AND SUBCONTRACTING.**

CCEW 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 CCEW shall incorporate by reference this Agreement, except as otherwise provided. CCEW shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release CCEW from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **12. TERMINATION.**

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

#### **13. STANDARD OF PERFORMANCE.**

The standard of performance applicable to CCEW's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

#### **14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to CCEW shall be safeguarded by CCEW. CCEW shall make such data, documents and files available to the City upon the City's request. If the City's use of CCEW's records or data is not related to this project, it shall be without liability or legal exposure to CCEW.

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

#### **15. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

#### **16. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. CCEW, 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, CCEW shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by CCEW after the time the same shall have become due nor payment to CCEW for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and CCEW. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

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

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.

**CATHOLIC CHARITIES  
EASTERN WASHINGTON**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Exhibit A – Certificate Regarding debarment  
Exhibit B – IRFP

M21-035

**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:**

03/22/2021

**Date Rec'd**

3/4/2021

**Clerk's File #**

CPR 1981-0400

**Renews #****Submitting Dept**

MAYOR

**Cross Ref #****Contact Name/Phone**

TESSA DELBRIDGE 625-6716

**Project #****Contact E-Mail**

TDELBRIDGE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**Boards and Commissions  
Appointments**Requisition #****Agenda Item Name**

0520 REAPPOINTMENT TO SPOKANE PUBLIC LIBRARY BOARD OF TRUSTEES

**Agenda Wording**

Reappoint Jim Kershner to a three-year term on the Spokane Public Library Board of Trustees to begin on April 1, 2021 and expire on March 31, 2024.

**Summary (Background)**

Reappoint Jim Kershner to a three-year term on the Spokane Public Library Board of Trustees to begin on April 1, 2021 and expire on March 31, 2024.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

COTE, BRANDY

**Study Session\Other****Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

achanse@spokanelibrary.org

**Additional Approvals****Purchasing**



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

03/22/2021

**Date Rec'd**

3/10/2021

**Clerk's File #**

ORD C36022

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

TIM DUNIVANT 6714

**Project #****Contact E-Mail**

TDUNIVANT@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

0320 - NATIONAL LEAGUE OF CITIES GRANT SBO

**Agenda Wording**

Moving \$10,000 to the correct budget location for spending associated with the grant terms.

**Summary (Background)**

Council Staff applied for and received a \$10,000 grant from the National League of Cities Institute for community engagement to underserved populations as part of the sustainability action planning process.

Lease? NO

Grant related? YES

Public Works? NO

**Fiscal Impact****Budget Account**

Revenue \$ 10,000

# 0320-36100-11600-54999

Expense \$ 10,000

# 0320-36100-99999-36720

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

ALLERS, HANNAHLEE

**Study Session\Other**

PIES 3/22

**Division Director****Council Sponsor**

CP Beggs

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

**GRANTS,  
CONTRACTS &  
PURCHASING**

STOPHER, SALLY

## Briefing Paper

### Public Infrastructure, Environment and Sustainability

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	SBO for National League of Cities Grant
<b>Date:</b>	3/22/21
<b>Contact (email &amp; phone):</b>	Tim Dunivant – <a href="mailto:tdunivant@spokanecity.org">tdunivant@spokanecity.org</a>
<b>City Council Sponsor:</b>	CP Beggs
<b>Executive Sponsor:</b>	N/A
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Filed for consideration on 3/22
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Council Staff applied for and received a \$10,000 grant from the National League of Cities Institute for community engagement to underserved populations as part of the sustainability action planning process.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Moves \$10,000 to the correct budget location for spending associated with the grant</li> </ul>	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.) Adds \$10,000 from the grant award for Council use related to the terms of the grant agreement	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO C36022

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, 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:	0320-36100	General Fund	
	99999-36720	Private Grants (NLC)	<u>\$ 10,000</u>
TO:	0320-36100	General Fund	
	11600-54999	Other Misc Charges	<u>\$ 10,000</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 budget the revenue and expenses associated with a 2021 Leadership in Community Resilience Grant from the National League of Cities, 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:

03/22/2021

<u>Date Rec'd</u>	3/12/2021
<u>Clerk's File #</u>	ORD C36028
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES X6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	5600-SBO LOAN PROCEEDS AND DEBT PARKING METER REPLACEMENT

## Agenda Wording

SBO to establish budget for loan proceeds, capital expenses and debt service related to replacement of Parking Meters.

## Summary (Background)

The Parking Meter Project will cost a total of approximately \$3,6000,000 for implementation and to replace 800 Duncan meters and 3,500 stalls over the course of 3 years. This SBO will establish budget for the 1st of 3 years of installments. Future years' capital expenses related to this project will be adopted during the budget process.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Revenue \$ 1,200,000		# 5901-79221-99999-38271
Revenue \$ 123,376		# 5901-79221-39755-99999
Expense \$ 1,200,000		# 5901-79221-94000-56401
Expense \$ 115,544		# 5901-99999-81200-57900

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	HUGHES, MICHELLE
<u>Division Director</u>	WALLACE, TONYA
<u>Finance</u>	HUGHES, MICHELLE
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL
<u>Additional Approvals</u>	
<u>Purchasing</u>	
<u>MANAGEMENT &amp; BUDGET</u>	INGIOSI, PAUL

<u>Study Session\Other</u>	F&A Committee 2-22-2021
<u>Council Sponsor</u>	CM Wilkerson
<u>Distribution List</u>	
twallace@spokanecity.org;	
mhughes@spokanecity.org	
aduffey@spokanecity.org; ablain@spokanecity.org	

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	<b>SBO for SIP Loan proceeds Parking Meter Replacement</b>
<b>Date:</b>	2/4/2021
<b>Contact (email &amp; phone):</b>	Michelle Hughes
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Investments
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to establish budget for SIP Loan proceeds, capital expenses and debt service in the in the Asset Management Fund and transfers to the Asset Management fund for the debt service as related to such SIP Loan for replacement of the parking meters.
<b>Background/History:</b> SBO to establish budget for loan proceeds, capital expenses and debt service related to replacement of Parking Meters	
<b>Executive Summary:</b> The Parking Meter Project will cost a total of approximately \$3,600,000 to replace 800 Duncan meters and 3,500 stalls over the course of 3 years. This SBO will establish budget for the 1 <sup>st</sup> of 3 years of installments. Future years' capital expenses related to this project will be adopted during the budget process.	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C30628

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Various Funds, 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 Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

FROM:	5901-79221	Asset Management Fund	
	99999-38271	Other Long Term Debt Proceeds	\$1,200,000
	5901-79221	Asset Management Fund	
	39755-99999	Transfer in from Parking Meters	\$123,376
			<u>\$1,323,375</u>
TO:	5901-79221	Asset Management Fund	
	94000-56401	Machinery/Equipment	\$1,200,000
	5901-99999	Asset Management Fund	
	81200-57900	Other Debt	\$115,544
	5901-99999	Asset Management Fund	
	92000-58200	Interest on IF Debt	\$ 7,832
			<u>\$1,323,376</u>

Section 2. That in the budget of the Parking Meter Fund, and the budget annexed thereto with reference to the Parking Meter Fund, the following changes be made:

FROM:	1460-99999	Parking Meter Fund	
	99999	Unappropriated Reserves	<u>\$ 123,376</u>
TO:	1460-79221	Parking Meter Fund	
	97185-80102	Transfer to Asset Management Fund	<u>\$ 123,376</u>

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 establish budget for loan proceeds, capital expenses and debt service as related to the SIP loan for parking meter replacement, 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:**

03/22/2021

**Date Rec'd**

3/10/2021

**Clerk's File #**

RES 2021-0019

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

BREEAN BEGGS 6714

**Project #****Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0320 - LAND ACKNOWLEDGEMENT RESOLUTION

**Agenda Wording**

Recognizing the tribes and tribal people in Spokane and the surrounding region; establishing regular public land acknowledgements; inviting the tribal councils in the region to take part in regular consultations; and establishing a tribal liaison.

**Summary (Background)**

This resolution, if adopted, would formally recognize that City Hall and City Council Chambers sit on the unceded, territory of the Spokane people. By formally recognizing the injustices done to the Native Americans who first lived on this land, we may start to move forward together towards restorative justice by working together to stop all acts of continued injustices towards Native Americans. The attached land acknowledgement was approved by the Spokane Tribal Council.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

ALLERS, HANNAHLEE

**Study Session\Other**

UE 3/8/21

**Division Director****Council Sponsor**Beggs, Stratton,  
Wilkerson**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**



## Briefing Paper

### URBAN EXPERIENCE

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Land Acknowledgement Resolution
<b>Date:</b>	3/8/2021
<b>Contact (email &amp; phone):</b>	Hannahlee Allers – 625-6714
<b>City Council Sponsor:</b>	Beggs, Stratton, Wilkerson
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for consideration after committee
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b>  <p>This resolution, if adopted, would formally recognize that City Hall and City Council Chambers sit on the unceded, territory of the Spokane people. By formally recognizing the injustices done to the Native Americans who first lived on this land, we may start to move forward together towards restorative justice by working together to stop all acts of continued injustices towards Native Americans.</p> <p>The attached land acknowledgement was written by Marsha Wynecoop and approved by the Spokane Tribal Council.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Commits to honoring area Tribes with regular land acknowledgements and regular consultations with all the Tribes of the region.</li> <li>Introduces Tribal Liaison position, to be created in consultation with the Mayor to lead government-to-government efforts.</li> </ul>	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: Creation of a new position will have a budgetary impact in the future.	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## **RESOLUTION NO. 2021-0019**

A Resolution acknowledging and recognizing the tribes and tribal people in the Spokane area and the surrounding region; establishing regular public land acknowledgements; inviting the tribal councils in the region to take part in regular consultations; and establishing a tribal liaison to continue to build strong relationships between the tribes and the City of Spokane.

**WHEREAS**, the City of Spokane and Spokane City Hall, including City Council Chambers, the Council Briefing Center, and the City Council offices, are located on the aboriginal territory of the Spokane Tribe; and

**WHEREAS**, the Spokane River, the Spokane Falls, and Riverfront Park, which are directly outside of the City Council Chambers, have been a gathering place for the Spokane and their welcomed guests – the Coeur d'Alene, Kalispel, Colville, Nez Perce, and several other neighboring tribes – since time immemorial ; and

**WHEREAS**, the Spokane Falls area has always been the home of the Spokane Tribe and a gathering place for many of the local area tribes; and

**WHEREAS**, the City of Spokane is home to the eighth largest urban Native American population in the United States; and

**WHEREAS**, the City of Spokane is named after “ilm spqni” – the Salish translation of “ilm” is Chief/leader, and “Spqni” is sun. Chief Sqpni would call his people his children, thus, “Children of Chief Sun;” and

**WHEREAS**, White settlers accelerated the removal and placement of local tribes on reservations, cutting tribes off from their cultural and traditional practices throughout the region; and

**WHEREAS**, despite the removal, the City Council intends to hold its meetings in a manner that honors the deep history of the land and the Spokane people who are still here; and

**WHEREAS**, the City Council not only wants to honor the past, but also seeks to forge a strong cooperative future with the tribal councils and Native American people in our City and throughout the region.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council commits to honoring the tribes of this region, their heritage, Native American people, and the land on which City Hall sits with regular land acknowledgements.

**BE IT ALSO RESOLVED** that to that end, the City Council will invite each tribe in the region to participate in regular consultation sessions, so that the tribes and the City can learn from each other, update each other on developments and common

opportunities, discuss issues of mutual concern, and strengthen our partnerships across the region.

**AND BE IT FINALLY RESOLVED**, that the City Council in consultation with the Mayor will establish the position of Tribal Liaison, to lead the government-to-government efforts and coordinate the consultation process between the tribal councils and the City of Spokane and improving the lives of Native American people living within the City, with the details to be determined in the 2022 budget process.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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

## **Land Acknowledgement**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the \_\_\_\_ day of \_\_\_\_\_, 2021  
*via Resolution 2021-\_\_\_\_\_*

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

03/22/2021

**Date Rec'd**

3/10/2021

**Clerk's File #**

RES 2021-0020

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**BRIAN 625-6210  
MCCLATCHEY**Project #****Contact E-Mail**

BMCCCLATCHEY@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

0320 - RESOLUTION ESTABLISHING THE HOUSING ACTION SUBCOMMITTEE

**Agenda Wording**

A Resolution forming an ad hoc housing action subcommittee of the City Council's Urban Experience Committee.

**Summary (Background)**

This resolution establishes an ad hoc subcommittee of the Council's Urban Experience Committee to advise the Council on housing policy and to receive and examine applications for housing funding as established by chapter 08.07C of the Spokane Municipal Code (Sales and Use Tax for Housing and Housing-Related Supportive Services). This resolution establishes the subcommittee, describes its roles and responsibilities, and describes the minimum membership requirements.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MCCLATCHEY, BRIAN

**Study Session\Other**

UE Committee, 3/8/2021

**Division Director****Council Sponsor**

CP Beggs

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

calexander@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mmorrison@spokanecity.org

**Additional Approvals****Purchasing**

## **RESOLUTION NO. 2021-0020**

A Resolution forming an ad hoc housing action subcommittee of the City Council's Urban Experience Committee.

**WHEREAS**, the City of Spokane's Comprehensive Plan contains chapter 6, the housing chapter, which is a mandatory element of comprehensive planning under the Washington Growth Management Act; and

**WHEREAS**, the vision of chapter 6 of the City's Comprehensive Plan is that "Affordable housing of all types will be available to all community residents in an environment that is safe, clean, and healthy. Renewed emphasis will be placed on preserving existing houses and rehabilitating older neighborhoods."; and

**WHEREAS**, the values of the City of Spokane's Housing chapter are: "Keeping housing affordable; Encouraging home ownership; Maintaining pride in ownership; Developing a good mix of housing types; Encouraging housing for the low-income and homeless throughout the entire city; Preserving existing houses; and Rehabilitating older neighborhoods."; and

**WHEREAS**, to bring that vision and those values to life, Chapter 6 of the City's Comprehensive Plan includes two broad goals:

- Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents; and
- Improve the overall quality of the City of Spokane's housing; and

**WHEREAS**, to achieve those goals, the City of Spokane has adopted various official housing policies of the City, and these policies have been reiterated throughout various planning and stakeholder processes, such as the Mayor's Housing Quality Task Force, the Impediments to Fair Housing analysis, and the current Housing Action Plan working group, among others; and

**WHEREAS**, the City Council has the authority to create ad hoc committees or subcommittees for a designated term or for a specific task by City Council resolution, under City Council Rule of Procedure 9.4; and

**WHEREAS**, Council Rule 9.4 also provides that the resolution which creates the ad hoc committee can set forth "matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee".

**NOW, THEREFORE, BE IT RESOLVED** by the Spokane City Council that:

**Section 1.** The City Council recognizes that there is a need for a centralized housing policy subcommittee that can translate the various reports, task forces, working groups, and stakeholder engagement processes into public policy recommendations to the City Council to help the City address the current crisis of affordable and attainable housing in Spokane.

**Section 2.** The City Council hereby forms an ad hoc Housing Action Subcommittee of the City Council's Urban Experience Committee.

**Section 3.** The purposes of the Housing Action Subcommittee shall be:

(1) to investigate and make periodic reports to the City Council on the progress of the City's efforts toward meeting the Comprehensive Plan Goal H1, namely, to "provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents" and Goal H2, namely, to "improve the overall quality of Spokane's housing";

(2) to recommend any necessary changes to the Spokane Municipal Code and other necessary policy actions to advance the City's Comprehensive Plan land use and housing goals, including advancing the goal of increasing density in areas located near services, transit, parks, and schools, such as through the centers and corridors strategy;

(3) to receive and examine applications for housing project funding as described in Chapter 08.07C, SMC and from other locally-derived sources of funding for housing in Spokane, oversee such projects after the City Council awards funding, and make reports to the City Council's Urban Experience Committee or other relevant committee(s) on the outcomes of such funding decisions on at least an annual basis;

(4) to organize itself into such working groups as are necessary to accomplish these purposes;

(5) to collaborate and consult with any technical advisory group established by the City Administration in developing the framework and guidance for the implementation of the funding program contemplated by Chapter 08.07C, SMC; and

(6) such other specific tasks as assigned or referred to the subcommittee by the City Council.

**Section 4.** The Housing Action Subcommittee shall consist of at least eleven (11) members, appointed by City Council resolution, who shall be residents of the City of Spokane and who shall represent, at a minimum, the following backgrounds and expertise:

1. One member representing the perspective of tenants;
2. One member representing the perspective of landlords;
3. One representative of the business community;
4. One real estate professional;
5. One person representing the perspective of the community assembly;
6. At least one person representing the perspectives of people who have faced historically-based or present housing discrimination or bias;
7. A housing developer (non-profit or for-profit);
8. A housing builder;

9. Tribes and urban Native organizations; and
10. At least one person who has a lived experience of homelessness or housing instability;

**Section 5.** The Housing Action Subcommittee members shall elect its leadership from among its members and shall set and conduct its meetings consistent with the Open Public Meetings Act and the Public Records Act, as applicable.

**ADOPTED** by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved as to form:

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



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

03/22/2021

Date Rec'd

3/12/2021

Clerk's File #

RES 2021-0021

Renews #Cross Ref #Project #Bid #Requisition #Submitting Dept

ACCOUNTING

Contact Name/Phone

MICHELLE HUGHES X6320

Contact E-Mail

MHUGHES@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

5600-RESOLUTION FOR SIP LOAN TO FUND PARKING METER REPLACEMENT

Agenda Wording

The Community and Economic Development Department has roughly 5,000 on-street spaces that need new Paid Parking Equipment. Staff plans to purchase at least 55 Single Space meters, 317 Dual Space meters, and 110 pay stations.

Summary (Background)

The City of Spokane put out RFP 5207-19 Paid Parking Equipment and selected two companies in March 2020 to provide parking services with single/dual space meters and pay stations. The City selected MacKay Meters, Inc. for the single/dual space meters and Parkeon, Inc. dba Flowbird for the pay stations. The Paid Parking Zone has over 5,000 on-street parking spaces currently. The City anticipates replacing over 800 smart meters in the Downtown area in 2021 and 10 kiosks.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Expense \$ 3,600,000

# 99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HUGHES, MICHELLE

Study Session\Other

F&amp;A Committee 2-22-2021

Division Director

WALLACE, TONYA

Council Sponsor

CM Wilkerson

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

twallace@spokanecity.org;  
mhughes@spokanecity.orgFor the Mayor

ORMSBY, MICHAEL

ablain@spokanecity.org; aduffey@spokanecity.org

Additional ApprovalsPurchasing

# Briefing Paper

## FINANCE AND ADMINISTRATION

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	<b>Resolution for SIP Loan to fund Parking Meter Replacement</b>
<b>Date:</b>	2/4/2021
<b>Contact (email &amp; phone):</b>	Michelle Hughes
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Investments
<b>Strategic Initiative:</b>	Economic Development
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Resolution to approve a 3 year SIP Program to replace parking meters throughout the City.

Background/History:  
 The Community and Economic Development Department has roughly 5,000 on-street spaces that need new Paid Parking Equipment.

Executive Summary:  
 The City of Spokane put out RFP 5207-19 Paid Parking Equipment and selected two companies in March 2020 to provide parking services with single/dual space meters and pay stations. The City selected MacKay Meters, Inc. for the single/dual space meters and Parkeon, Inc. dba Flowbird for the pay stations.

The Paid Parking Zone has over 5,000 on-street parking spaces currently. The City anticipates replacing over 800 smart meters in the Downtown area in 2021 and 10 kiosks.

Staff plans to purchase at least 55 Single Space meters, 317 Dual Space meters, and 110 pay stations.

Financing Plan:  
 The Parking Meter Project will cost a total of approximately \$3,600,000 to replace 800 Duncan meters and 3,500 stalls over the course of 3 years.

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

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

CITY OF SPOKANE, WASHINGTON

PARKING METER REPLACEMENT PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE)

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RESOLUTION NO. 2021-0021

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,200,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the capital needs for replacement of parking meters; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED March 22, 2021

PREPARED BY:

MCALOON LAW, PLLC  
Spokane, Washington

CITY OF SPOKANE, WASHINGTON  
PARKING METER REPLACEMENT PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE)  
RESOLUTION NO. 2021-\_\_\_\_\_

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\* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2021-0021

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$1,200,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the capital needs for replacement of parking meters; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the Community and Economic Development Department of the City has identified roughly 5,000 on-street parking spaces within the City that are in need of new parking meter equipment; and

WHEREAS, the acquisition and replacement of such parking meter equipment will cost a total of approximately \$3,600,000 over the course of three years; and

WHEREAS, to provide a portion of the funds necessary to acquire and replace the parking meter equipment, the City Council desires to authorize a series of interfund loans from the Spokane Investment Pool (“SIP”) to the Asset Management Fund, repayable with interest over a five-year period from the date of issuance of each series of interfund loans; and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing the acquisition and replacement of parking meter equipment; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments (“Investment Policy”) authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City desires to secure each of the interfund loan obligations to the SIP with a series bond issued by the City.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1.     Definitions. As used in this resolution the following words shall have the following meanings:

***Annual Debt Service*** for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

***Asset Management Fund*** means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest on the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay a portion of the costs of the Parking Meter Replacement Project.

***Bond*** means the City of Spokane Parking Meter Replacement Project Limited Tax General Obligation Bond, Series 2021 (Taxable), issued pursuant to this resolution in the principal amount of not to exceed \$1,200,000, and as one of a series of bonds issued in the aggregate principal amount of not to exceed \$3,600,000, to establish and secure the interfund loan facility authorized herein.

***Bond Owner or Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

***Bond Registrar*** means the Treasurer or any successor appointed by the Treasurer.

***Bond Year*** means the twelve (12) month period beginning on the date of issuance of the Bond.

**City** means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

**City Council** means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

**Maturity Date** means a date established by SIP upon purchase of the Bond, or each series thereof, in conformance with the semi-annual payment dates for the Bond, provided, such date shall not exceed the date that is five years from the date of issuance of the Bond.

**Parking Meter Replacement Project** means the three-year plan for the acquisition and replacement of parking meter equipment as specified and adopted in Section 2 of this resolution.

**Permitted Investments** means any investments of City funds permitted under the laws of the State of Washington or the City's Investment Policy as amended from time to time.

**SIP** means the Spokane Investment Pool.

**SIP Internal Lending Rate** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the first day of the month in which the Bond is issued, as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 50 basis points (.50%).

**Treasurer** means the Treasurer of the City, or any successor to the functions of the Treasurer.

**Rules of Interpretation.** In this resolution, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Plan of Capital Acquisitions. The City’s Community and Economic Development Department has identified roughly 5,000 on-street parking spaces that are in need of new paid parking equipment over the course of three (3) years, including the replacement of smart meters and kiosks, and the purchase of single/dual space meters and pay stations (the “Parking Meter Replacement Project”).

The Parking Meter Replacement Project will be undertaken in accordance with specifications and contracts for acquisition approved by the Mayor, Council or their designees from time to time.

Section 3. Authorization and Description of Bond. To finance a portion of the costs of the Parking Meter Replacement Project, the City shall issue one of a series of taxable limited tax general obligation bonds of the City to the Spokane Investment Pool (the “SIP”) in the principal amount of not to exceed \$1,200,000 for the series 2021 (the “Bond”), which total



combined principal amount of the series of bonds for the Parking Meter Replacement Project shall not exceed \$3,600,000, to establish and secure an interfund loan facility with the SIP. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$1,200,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each June 1 and December 1, commencing June 1, 2021. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized over a period of not to exceed five (5) years from the date of issuance to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

Section 4.     Sale of Bond.

(a)     *Approval of Sale.* The City Council hereby approves the SIP's offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Asset Management Fund for the capital acquisition purposes of the Parking Meter Replacement Project and on the terms set forth in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Prepayment.* At the option of the City, or upon demand of the SIP, the Bond may be prepaid, in whole or in part, at any time, with prepayments to apply first to interest and then to principal. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

Section 5.     Application of Bond Proceeds. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay the costs of the Parking Meter Replacement Project and pay the costs of issuing the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the “Project Fund”). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of costs of the Parking Meter Replacement Project and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay the costs of the Parking Meter Replacement Project or pay costs of issuance of the interfund loan secured by the Bond.

Section 6.     Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit legally available funds into the Asset Management Fund in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

Section 7.     Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “Bond Registrar”). Both principal

of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8.     Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 9.     Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA	
NO. R-2021-0021	\$1,200,000

STATE OF WASHINGTON  
CITY OF SPOKANE  
PARKING METER REPLACEMENT PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE)

INTEREST RATE: Variable, as described herein

MATURITY DATE: [December 1, 20\_\_]

REGISTERED OWNER: CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL

TAX IDENTIFICATION #: 91-6001280

PRINCIPAL AMOUNT: ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. 2021-0021, adopted by the City Council on March 22, 2021 (the “Bond Resolution”), to establish and secure an interfund loan to pay the costs of acquiring and replacing paid parking meter equipment (“the Parking Meter Replacement Project”). Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the “Bond Registrar”) for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution. This Bond is prepayable upon demand of the SIP.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE,  
WASHINGTON  
By \_\_\_\_\_/s/\_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This bond is the Parking Meter Replacement Project Limited Tax General Obligation Bond, Series 2021 (Taxable) of the City dated \_\_\_\_\_, 20\_\_ described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as  
Bond Registrar

By \_\_\_\_\_/s/\_\_\_\_\_  
\_\_\_\_\_

Section 10.    Ongoing Disclosure. The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 11.    Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12.    Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 13.    Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this \_\_\_\_\_ day of February, 2021.

CITY OF SPOKANE  
Spokane County, Washington

\_\_\_\_\_  
Breean Beggs, Council President

ATTEST:

\_\_\_\_\_  
Terri L. Pfister, Clerk

\_\_\_\_\_  
Mayor Nadine Woodward

(SEAL)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Laura D. McAloon, Bond Counsel

# Memo

To: Council President Beggs and City Council Members

From: Tonya Wallace, CFO

Cc: Mayor Woodward  
Tonya Wallace, CFO  
Kris Becker, Interim Community & Development Services Director  
Michelle Hughes, Accounting Director

Date: February 15, 2021

Re: Parking Meter SIP Loan Projections

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**Request:** Approve the first series as part of a SIP Loan strategy to replace the City's parking meters and provide a sinking fund for the LTGO 2016 Bonds.

**Background:** During 2019, the City issued an RFP to replace the parking equipment owned and managed by the City. As such, the City selected two companies in March 2020 to provide parking services with single/dual space meters and pay stations. The City selected MacKay Meters, Inc. for the single/dual space meters and Parkeon, Inc. dba Flowbird for the pay stations. The Paid Parking Zone has over 5,000 on-street parking spaces currently. The City anticipates replacing over 800 smart meters in the Downtown area in 2021 and 10 kiosks. Subsequently, the remaining meters will be replaced over the next 3-4 years and the City will expand the parking management areas. Staff plans to purchase at least 55 Single Space meters, 317 Dual Space meters, and 110 pay stations.

On Jan. 25<sup>th</sup>, staff introduced the financial strategy of utilizing internal funding, ie. a SIP loan, over a 5-year period to support the planned project. This was carefully considered after reviewing other options, cash funding from reserves or vendor financing, and updated financial projections. After COVID-19 impacted parking revenues, by an estimated \$3.3 million, cash funding was not a viable option. Vendor financing was reviewed but would have resulted in a higher cost *external* borrowing scenario.

The first 3 proposed series, issued in 2021, 2022, and 2023, will fund the necessary parking equipment and installation project. The final series, issued in 2025, will be to support, in part, the final debt service payment of the LTGO Bonds, Series 2016. This bond series requires a significant balloon payment in which it is projected that funding will not be sufficient at that time largely due to lost revenues caused by COVID-19.

<b>Downtown Parking</b>	<b>Actual 2019</b>	<b>Estimate 2020</b>	<b>Projections</b>					
			<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<i>Funding Sources:</i>								
Operating Revenue	\$ 3,948,389	\$ 2,449,618	\$ 3,195,181	\$ 4,066,841	\$ 4,148,178	\$ 4,189,660	\$ 4,231,556	\$ 4,273,872
GF Transfer	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000
SIP Proceeds			\$ 1,200,000	\$ 1,200,000	\$ 1,200,000		\$ 2,600,000	\$ -
Sinking Fund								
<b>Total Sources</b>	<b>\$ 5,198,389</b>	<b>\$ 3,699,618</b>	<b>\$ 5,645,181</b>	<b>\$ 6,516,841</b>	<b>\$ 6,598,178</b>	<b>\$ 5,439,660</b>	<b>\$ 8,081,556</b>	<b>\$ 5,523,872</b>
<i>Funding Use:</i>								
Parking Operations	\$ 2,222,302	\$ 2,163,478	\$ 2,242,527	\$ 2,162,282	\$ 2,222,074	\$ 2,283,658	\$ 2,347,090	\$ 2,417,503
Capital Outlay	\$ 11,390	\$ -	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ -	\$ -	\$ -
Interfund Services	\$ 443,687	\$ 286,398	\$ 526,209	\$ 531,196	\$ 547,132	\$ 563,546	\$ 580,452	\$ 597,866
Annual Debt Service	\$ 1,980,934	\$ 1,564,906	\$ 2,121,808	\$ 2,314,317	\$ 2,638,505	\$ 2,889,889	\$ 5,686,997	\$ 1,300,375
<b>Total Use</b>	<b>\$ 4,658,312</b>	<b>\$ 4,014,782</b>	<b>\$ 6,090,544</b>	<b>\$ 6,207,795</b>	<b>\$ 6,607,711</b>	<b>\$ 5,737,093</b>	<b>\$ 8,614,539</b>	<b>\$ 4,315,743</b>
Sinking Fund	\$ -	\$ -	\$ -	\$ -	\$ -			
Unappropriated Retained Earnings	\$ 1,339,596	\$ 1,024,432	\$ 579,069	\$ 888,115	\$ 878,582	\$ 581,148	\$ 48,165	\$ 1,256,294

**Notes:**

- \* Parking Fund lost an estimated \$2.3 million in 2020 and \$1.0 million in 2021 due to COVID-19. General Fund Revenue Stabilization Reserves may be required until the fund has fully recovered.
- \* Assumes five (5) years of SIP Loans to replace parking meters and install kiosks.
- \* A strategy needs to be implemented to incrementally increase certain parking fees to promote churn and cover the cost of the parking operations and capital expenditures.



**Parking Advisory Committee**  
**Parking Services Update**  
**February 2021**



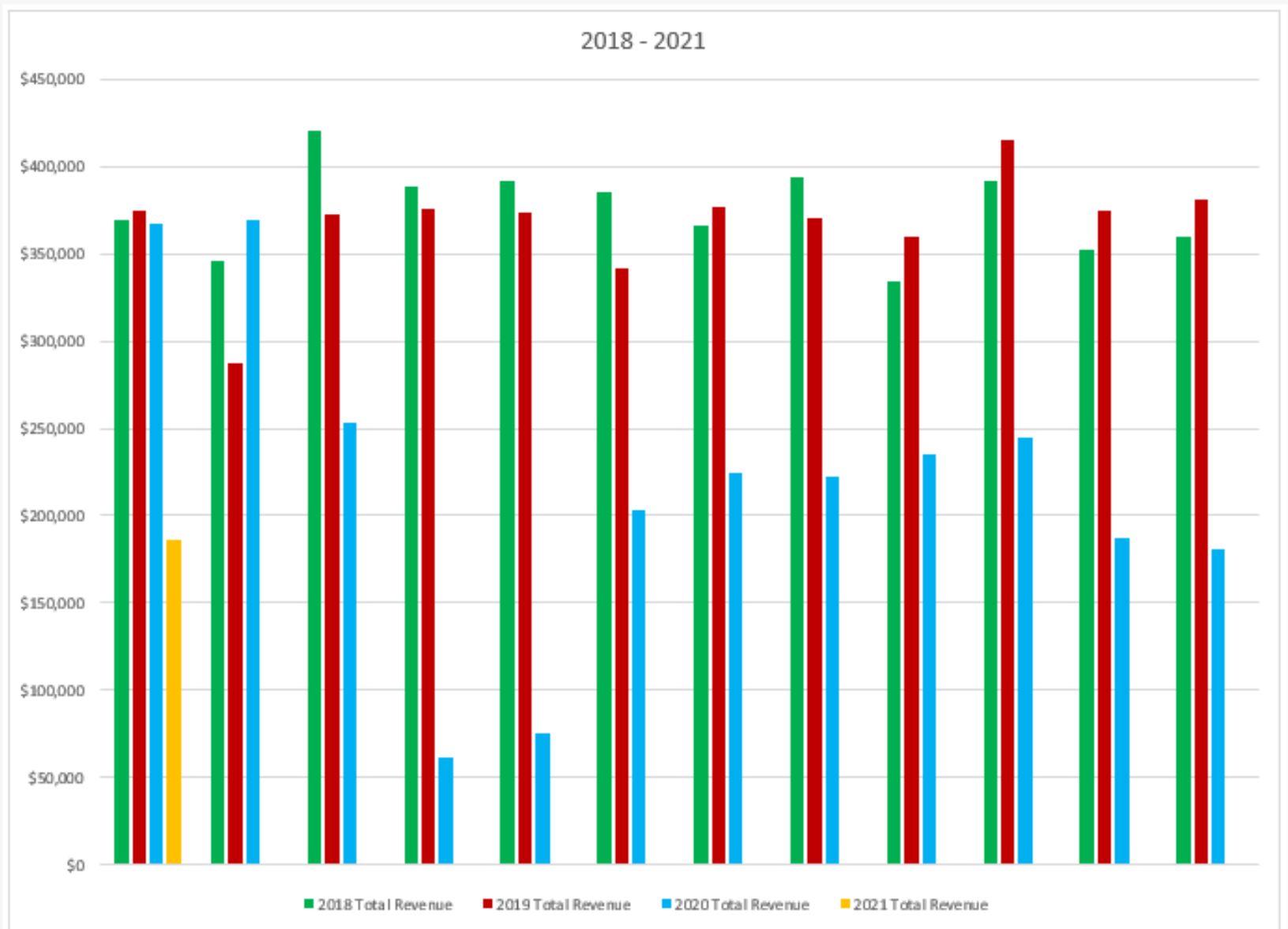
## • **Staffing and Operations** •

- We will have three retirements at the end of this month – a PES II and two PES I's.
  - Civil Service is actively recruiting and we expect to be able to start interviews in mid-March
  - We are leveraging resources in Code Enforcement to assist with neighborhood parking complaints so that we can keep as many people downtown as possible
- We continue to deploy the free 10-minute curbside pick up zone signs to support local restaurants and retailers. We are making upgrades to this program to include:
  - Painting the meter heads yellow to match the signage
  - Replace paper signs with something sturdier
  - Standardizing locations of zones (first and last stall on the block)
  - Specifying the hours the zone is in effect (not 24/7)
  - Outreach to businesses has been overwhelmingly positive

# Revenue

Month	2018 Total Revenue	2019 Total Revenue	2020 Total Revenue	2021 Total Revenue	% Change from 2019
January	\$369,176.11	\$374,313.74	\$367,193.74	\$186,199.85	-50.3
February	\$345,887.16	\$287,497.08	\$369,532.17		28.5
March	\$420,203.81	\$372,237.85	\$253,182.74		-32.0
April	\$388,519.68	\$375,838.55	\$61,847.89		-83.5
May	\$391,094.10	\$373,650.69	\$75,352.67		-79.8
June	\$384,787.12	\$341,844.66	\$203,025.49		-40.6
July	\$365,517.15	\$376,227.27	\$224,205.49		-40.4
August	\$393,171.48	\$369,786.37	\$222,781.68		-39.8
September	\$333,633.07	\$359,392.81	\$234,888.92		-34.6
October	\$391,746.20	\$414,812.56	\$244,972.38		-40.9
November	\$352,226.56	\$374,827.93	\$186,735.34		-50.2
December	\$359,999.62	\$380,640.79	\$181,297.02		-52.4
<b>Total</b>	<b>\$4,495,962.06</b>	<b>\$4,401,070.30</b>	<b>\$2,625,015.53</b>	<b>\$186,199.85</b>	<b>-40.4</b>

# Revenue



# Spokane Municipal Code Update

- Code package was presented to PAC in September and a comment period for PAC members ran for 2 weeks.
- Overview of this code package:
  - Combine industry best practices with Spokane regulations
    - *Review of peer city's municipal code: Seattle; Tacoma; Olympia; Vancouver; Boise, ID; Portland, OR*
  - Future-proof code
  - Clear understanding of parking rules
    - *Simplifies language for both the public and City/Court staff*
  - Optimize parking enforcement and close language gaps



# Spokane Municipal Code Update

- Move all parking fees & fines to a fee schedule
  - Annual review by Parking Manager and City Council
- Define framework for Paid Parking Zone rates
  - *85% occupancy (industry best practice)*
  - *No meter rate increases are proposed at this time*
- Parking violation rate options:
  - *\$30 paid parking violations/\$45 all other violations*
  - *\$30 paid parking violations/\$65 for safety related violations/\$45 all other violations*
  - *\$30 paid parking violations/\$45 all other violations – Graduated escalation for repeat offenders within one calendar year*
- We have been working with legal for the last 3 months to tie up a few loose ends related to enforcement – comparing RCW to SMC and identifying which staff members have the legal authority to perform certain duties

# Spokane Municipal Code Update

- Approval Process:
  - ☐ Council Study Session – August 2020
  - ☐ PAC – September 2020
  - ☐ Urban Experience – December 2020
  - ☐ Urban Experience – March 2021?
  - ☐ Council Approval in March 2021
- Future Code Amendments include PAC section
  - ☐ Relocate from Title 7 (finance) to Title 4 (boards and commissions)
  - ☐ include language that is consistent with all of the other City boards and commissions (staff support, OPMA, etc)
  - ☐ Diversify membership (include representation from U-District, neighborhoods, ...) and include more flexible language for membership

# Paid Parking Equipment

Single/Dual Space Meters McKay	Kiosks/Pay Stations Flowbird
<p>Benefits:</p> <ul style="list-style-type: none"><li>• Convenience and ease of use</li><li>• Effective for dense commercial areas</li><li>• Reduced footprint with dual space meters</li><li>• Decals and meter information instead of signage</li><li>• Visual indicators for foot enforcement patrol</li><li>• Reduced collections</li><li>• Increased visibility of enforcement personnel</li></ul>	<p>Benefits:</p> <ul style="list-style-type: none"><li>• Payment and virtual permit status monitored with LPR</li><li>• Increase in mobile payment</li><li>• Less time and frequency for collections</li><li>• Reduced maintenance</li><li>• Eliminates “piggy-back” on remaining parking time</li><li>• Less infrastructure</li></ul>
<p>Considerations:</p> <ul style="list-style-type: none"><li>• More infrastructure than pay stations</li><li>• Minimal reduction in collection time</li><li>• Space-based</li></ul>	<p>Considerations:</p> <ul style="list-style-type: none"><li>• Distance</li><li>• Signage impacts</li><li>• Out-of-order status impacts</li></ul>



# Paid Parking Equipment

## ○ Recommended Plan for Spokane

- Single / Dual space meters in immediate highest turnover area in downtown (2 hour zone)
  - Patrolled by foot
  - Visual indicator for payment and out-of-order
  - Mobile payments pushed to meters
  - High turnover
- Pay stations in all other paid parking zone areas
  - Patrolled by LPR
  - Pay-by-plate payments and permits

## ○ How will the LPR units be used in Spokane?

- LPR units will patrol **ALL** areas of the downtown
- Digital time markings will be shared between LPR units and handheld devices and vice-versa
- LPR hits will be sent to handheld devices
- LPR units will be used to collect occupancy data which will inform on future meter rate increases



## • Paid Parking Equipment •

- AIMS software and supplies- ~\$200k/year
- LPR equipment - ~\$115k for equipment (3 vehicles), \$5k annually for backend software
- Dual Space Meters 475 at \$800 each = \$380,000
- Kiosks 310 at \$6,226 each = \$1,930,060
- Annual costs for meters/kiosks = \$235,000
- Additional costs for signage, implementation staff, etc
- Capital costs ~ \$2,425,000
- Annual costs ~ \$440,000



# SIP Loan

- Insert Kim's slide here

# Parking Study Implementation Plan



Downtown Parking Study | FINAL

## IMPLEMENTATION AND PHASING

Figure 5-1 Strategy Implementation Matrix

Partners						Phasing					
Parking Services          City Departments          University District Development Association          DSP & Downtown Business Interest Groups          Parking Operators          Spokane Transit Authority          Taxi/Uber/Lyft          Freight          Special Events/Tourism          Spokane County						Planning          Implementation          Refinement					
Category	#	Strategy	Key Actions	Lead Partners	Supporting Partners	Timeline					
						2019	2020	2021	2022	2023	2024
A. Adopt Downtown Parking Goals	A.1	Adopt formal parking goals and objectives.	<ul style="list-style-type: none"> <li>Adopt formal parking goals and objectives to serve as a guiding framework for parking management and policy.</li> </ul>								
	B.1	Adopt a formal performance-based management program.	<ul style="list-style-type: none"> <li>Adopt a code ordinance establishing a performance-based parking management program.</li> <li>Revise current rate structure to: 1) establish 'Premium' and 'Value' zones, 2) increase rate differential between low and high demand areas, and 3) reduce cost differential between on- and off-street parking.</li> <li>Establish a monitoring program to assess parking occupancy on a periodic basis to inform rate adjustments.</li> <li>Establish internal and external data sharing protocols, including the development of an annual report shared with City Council and the public.</li> </ul>								
B. Maximize Use of Existing Supply	B.2	Adjust on-street regulations to allow for a more flexible user experience.	<ul style="list-style-type: none"> <li>Expand existing meter district.</li> <li>Adjust timed stay designations to accommodate longer parking stays in lower demand areas, simplify the system, and better manage high demand areas.</li> <li>Increase citation rates for common offenses to further discourage those behaviors.</li> </ul>								
	B.3	Pilot shared parking programs with willing property owners.	<ul style="list-style-type: none"> <li>Pilot a partner program with private property owners to make all or a portion of their underutilized off-street spaces part of a shared public supply.</li> <li>Create an interactive and open-source parking database and web platform for facilitating shared parking opportunities.</li> </ul>								
	B.4	Evaluate right-of-way changes to mitigate on-street parking impacts, while supporting multimodal improvements.	<ul style="list-style-type: none"> <li>Coordinate with partner departments and share parking study data to further assess parking impacts from right-of-way changes.</li> <li>Develop formal procedures for right-of-way change assessment in relation to on street parking.</li> </ul>								
C. Optimize Management Policy and Programs	C.1	Adopt a policy framework that encourages flexible, but consistent freight and passenger loading activity.	<ul style="list-style-type: none"> <li>Evaluate creation of an official flex zone policy which prioritizes various uses of the curb and adjusts allocation accordingly.</li> <li>Evaluate creation of shared loading zones.</li> <li>Continue to monitor impacts of shared mobility services, delivery, and future autonomous vehicles on curb demands.</li> </ul>								
	C.2	Modify permits and programs.	<ul style="list-style-type: none"> <li>Transition the Commercial Loading Zone and the Special Loading Zone into virtual permit programs.</li> <li>Adopt an Urban Goods Delivery Strategy to improve commercial deliveries and loading.</li> <li>Evaluate modifications to Residential Parking Pass program.</li> </ul>								
	C.3	Implement modifications to event management policies.	<ul style="list-style-type: none"> <li>Establish event management zones within downtown (and potentially the University District) that result in pricing and regulations changes.</li> <li>Partner with Spokane Transit Authority for park-and-ride shuttle service during major events.</li> </ul>								

# Parking Study Implementation Plan



Downtown Parking Study | FINAL

Partners		Parking Services	City Departments	University District Development Association	DSP & Downtown Business Interest Groups	Parking Operators	Spokane Transit Authority	Taxi/Uber/Lyft	Freight	Special Events/ Tourism	Spokane County	Phasing	Planning	Implementation	Refinement
Category	#	Strategy	Key Actions	Lead Partners	Supporting Partners	Timeline									
						2019	2020	2021	2022	2023	2024				
	C.4	Pilot a universal valet program.	<ul style="list-style-type: none"><li>Evaluate implementation of a pilot program for universal valet to facilitate convenient drop-off/pick-up within the Downtown Core.</li></ul>												
D. Enhance Administration and Operations	D.1	Adopt formal enforcement and maintenance goals and metrics.	<ul style="list-style-type: none"><li>Develop policies and procedures guidelines that define a proactive and reactive maintenance program that defines performance measures.</li><li>Adopt a parking ambassador program that is focused on customer service, compliance, and education.</li><li>Develop parking enforcement standards using performance measures.</li><li>Consider a monthly review with parking personnel to discuss performance measures.</li><li>Implement an ongoing enforcement training program.</li></ul>												
	D.2	Improve staff training and communications. Identify long-term parking staffing needs.	<ul style="list-style-type: none"><li>Establish a communications plan with parking enforcement personnel that regularly disseminates performance measure information.</li><li>Invest in on-going training for PEOs and meter maintenance staff.</li><li>Document legacy operational knowledge and create a Policies and Procedures Manual.</li><li>Expand parking enforcement staffing schedule to include evenings and weekends consistent with paid parking hours of operation.</li></ul>												
	D.3	Enhance technology systems for enforcement.	<ul style="list-style-type: none"><li>Replace parking enforcement handheld ticket writer equipment.</li><li>Purchase additional License Plate Recognition equipment to support the City's use of digital permits and license plate-based payments including mobile payment and pay stations.</li><li>Work with mobile payment provider Passport to address payment loopholes.</li><li>Consider releasing a comprehensive Request for Proposals for an integrated citation and permit management solution.</li></ul>												
	D.4	Enhance revenue collections and reconciliation.	<ul style="list-style-type: none"><li>Invest in a closed-can collection system and consider installing e-locks and/or keying meters by route or location to increase security and reduce risk to staff.</li><li>Reallocate staffing resources to ensure morning parking enforcement is supported.</li><li>Increase security policies for coin counting with oversight and consistently reconcile financial revenue reports with Loomis deposit slips within one day of pickup.</li><li>Develop meter collection routes based upon technology to allow for simplified reconciliation and tracking processes.</li></ul>												
E. Make Parking Simple to Find and Use	E.1	Develop and implement a formal downtown parking "brand" and a parking wayfinding program.	<ul style="list-style-type: none"><li>Coordinate with Visit Spokane and other downtown partners.</li><li>Adopt a formal parking brand and style guide for signage, wayfinding, and parking collateral.</li><li>Install signage at all public facilities and roll out in coordination with other elements of communication program</li><li>Work with Downtown Spokane Partnership and other key stakeholders to integrate private parking facilities into program.</li></ul>												
	E.2	Develop an enhanced marketing and communications plan.	<ul style="list-style-type: none"><li>Augment existing parking communications and marketing in downtown.</li><li>Utilize new brand, signage, and content to conduct a comprehensive public education campaign about downtown parking.</li><li>Evaluate creation of an interactive and open-source parking inventory website and database.</li></ul>												

# Parking Study Implementation Plan



Downtown Parking Study | FINAL

Partners



Parking Services



City Departments



University District Development Association



DSP & Downtown Business Interest Groups



Parking Operators



Spokane Transit Authority



Taxi/Uber/Lyft



Freight



Special Events/Tourism



Spokane County

Phasing


































Planning



Implementation



Refinement

Category	#	Strategy	Key Actions	Lead Partners	Supporting Partners	Timeline					
						2019	2020	2021	2022	2023	2024
	E.3	Streamline downtown payment systems.	<ul style="list-style-type: none"> <li>Transition to a single and consistent meter type for on-street parking, ensuring multiple payment options are provided.</li> <li>Modify zoning code to require a payment receipt for all off-street parking transactions, ensuring that outdated payment technologies (e.g., slot boxes) are phased out.</li> <li>Incentivize use of consistent payment systems and mobile apps within private, off-street facilities.</li> </ul>								
F. Update City Policy and the Zoning Code	F.1	Revise existing zoning policies and standards.	<ul style="list-style-type: none"> <li>Revise existing zoning policies and standards to ensure downtown develops and manages parking in support of its long-term vision.</li> <li>Modify the zoning code to expand the use of transportation demand management (TDM) in downtown to reduce parking demand and promote enhanced mobility.</li> </ul>								
	F.2	Expand and diversify funding approaches and financial incentives.	<ul style="list-style-type: none"> <li>Expand and diversify parking funding approaches.</li> <li>Further define net revenue allocation policies and develop a formal annual expenditure planning process to support six-year plan recommendations.</li> <li>Monitor impacts of shared mobility services and automated vehicles on parking demand and revenues.</li> </ul>								
G. Reduce Parking Demand	G.1	Strengthen the use of TDM in downtown.	<ul style="list-style-type: none"> <li>Evaluate existing Commute Trip Reduction (CTR) agreement with County of Spokane and identify opportunities for improvement in meeting single-occupancy vehicle (SOV) trip-reduction targets for CTR employment sites.</li> <li>Explore the creation of a downtown-specific Transportation Management Association (TMA) to bolster TDM programs for all downtown users.</li> <li>Implement priority elements of previously-developed TDM toolkit.</li> </ul>								
	G.2	Support multimodal improvements.	<ul style="list-style-type: none"> <li>Support and coordinate with city departments and regional agencies to invest in transit, biking, walking, and shared mobility services that: 1) reduce parking demand and 2) extend the reach of the parking system.</li> </ul>								

## Return to Downtown

- Parking Philosophy – Use of Courtesy Notices
- 10-minute zones – business use of Courtesy Notices, increased patrols
- Small Business Saturdays Promotions - \$1 off
- #SupportSpokane – Partnership with DSP?



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

03/22/2021

**Date Rec'd**

3/5/2021

**Clerk's File #**

ORD C36023

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

AMANDA BECK 625-6414

**Project #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0650 - SPOKANE MUNICIPAL CODE TITLE 04 AMENDMENT

**Agenda Wording**

An Ordinance to amend the Spokane Municipal Code, section 04.13.015 Design Review Board.

**Summary (Background)**

The proposed amendment is part of a series of five City-initiated minor amendments intended to respond to needed corrections, changing conditions, and improvements to the Spokane Municipal Code. Section 04.13.015(E) will be updated to reference design standards, rather than development standards. Collectively, the proposed changes to the SMC are categorically exempt under WAC 197-11-800 (19).

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MEULER, LOUIS

**Study Session\Other**PC-9/23/20 & 11/11/20,  
UE 1/11/21, CA 12/3/20**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHTMAN, JAMES

abeck@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lmeuler@spokanecity.org

**Additional Approvals**

tblack@spokanecity.org

**Purchasing**

jrichman@spokanecity.org

sbishop@spokanecity.org

# City Council Urban Experience Briefing Paper

## Spokane Municipal Code Maintenance Project - Phase I

### January 11, 2021

<b>Division &amp; Department:</b>	Planning Services
<b>Subject:</b>	Code Maintenance - various chapters of Spokane Municipal Code
<b>Date:</b>	January 11, 2021
<b>Contact (email &amp; phone):</b>	625-6087 mwittstruck@spokanecity.org
<b>City Council Sponsor:</b>	Councilmember Mumm
<b>Executive Sponsor:</b>	Tirrell Black
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Hearing <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Shaping Spokane Comprehensive Plan 2017 Chapter 3 Land Use policy 7.2 calls out a continuing review process; Strategic Plan.
<b>Strategic Initiative:</b>	Continuous Improvement and Innovation, Sustainable City, Customer Service.
<b>Deadline:</b>	Project Phase I complete March 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Amend Phase I of Spokane Municipal Code (SMC) for Maintenance in legislative action. Internal review completed November 2020.

#### Background

The 2020 Unified Development Code (UDC) Maintenance Project is a list of proposals for changes to some Titles in the Spokane Municipal Code (SMC). These are most often proposed by city staff over time. The Maintenance project purpose is to respond to needed corrections, changing conditions, and the potential for improvements for all users.

- First overall maintenance effort undertaken and adopted since 2015.
- Various SMC Titles are included, but primarily Title 17.
- Periodic maintenance of the SMC is intended to aid the public in preparing applications for development and reviews by staff relying on code citations and the enforcement of same.
- This proposal is Phase I of a multi-phase effort for overall maintenance of the SMC. This is not proposing new code but is a general housekeeping for documented issues.
- Phase I consists of minor corrections.
- Phase I proposed amendments are categorically exempt from State Environmental Policy Act (SEPA) as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b).

#### **Categorization of proposed Maintenance Amendments**

**Minor:** These include corrections to cross references to repealed or renumbered sections in Titles; an example is the recent repeal of sections of chapter 11.19 that remain in Title 17 SMC. In some cases, redundant phrasing, or inaccurate word choice without changing meaning or substance are also categorized as minor.

Later phases anticipated in 2021 are the next two categories, CLARIFICATION and SUBSTANTIVE.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

Executive Summary

This update is for Phase I of the Unified Development Code Cleanup. This code maintenance project was reviewed at the September 23 and November 11, 2020 Plan Commission workshops. A Plan Commission hearing is scheduled for January 13, 2021. The online project page can be viewed here: <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required: Legislative repeal action.

Known challenges/barriers: None.

**Attachments:**

- Code Maintenance Table of Contents and Review Guide
- Draft Ordinance

**Unified Development Code (SMC) Maintenance Project 2020**  
**PHASE I - Review Guide**  
**December 29, 2020**

**Introduction**

The attached document represents a list of proposed amendments to the Spokane Municipal Code collected by City staff since 2015 and now proposed for amendments. SMC Maintenance will be phased; this is Phase I. To help understand the types of changes that are recommended, proposed maintenance amendments have historically been categorized under three types.

The three types are:

**Minor:** These include changes such as corrections to cross references to a repealed section of SMC. For example, repealed sections of chapter 11.19 found in Title 17. Other types of changes include striking redundant phrasing, obsolete code due to state changes, or providing more accurate process description without changing meaning or substance.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

**Phase I** of the UDC Title 17 Maintenance Project consists of **Minor** changes and is scheduled for Plan Commission Hearing January 13, 2021, after previous review in September and November 2020.

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**Table of Contents**

**Phase I Code Maintenance - sections of code proposed for minor amendments**

1. SMC 04.13.015(E) Administrative Agencies and Procedures; Design Review Board
2. SMC 17C.110.100(B) & (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)
3. SMC 17C.124.110 (A)(7)(a) Downtown Zones; Limited Use Standards; Industrial Limitation
4. SMC 17C.220.060 Land Use Standards; Off-site Impacts; Noise
5. SMC 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583

6. SMC 17F.010.050(A)(1) Notice of Hearing
7. SMC 17F.040.140(A) Awnings
8. SMC 17G.040.040(B) Administration and Procedures; Design Review Board  
Administration and Procedures; Design Review Criteria
9. SMC 17G.060.020(A)(3) Administration and Procedures; Land Use Application  
Procedures; Director of Planning Services
10. SMC 17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications;  
Application Requirements; PUD
11. SMC 17G.070.220(A) Planned Unit Developments; Vesting
12. SMC 17G.080.070(C)(5) Administration and Procedures; Subdivisions; Subdivision  
Design Standards; Design of Lots & Blocks

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**04.13.015 (E) Administrative Agencies and Procedures; Design Review Board**  
*Strikethrough “development and amend with “design” in both locations in this clause (E).*  
[Section 04.13.015](#) Design Review Board

**Purpose.**

The design review board is hereby established to:

- A. improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code;
  - B. ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City’s comprehensive plan;
  - C. advocate for the aesthetic quality of Spokane’s public realm;
  - D. encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit;
  - E. provide flexibility in the application of ((development)) **design standards as allowed through ((development)) design** standard departures; and
  - F. ensure that public facilities and projects within the City’s right-of-way:
    1. wisely allocate the City’s resources,
    2. serve as models of design quality.
- Type of code amendment: **Minor**

---

**17C.110.100 (B) and (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)**

*Amend "Design Criteria" to "Decision Criteria"*

Section 17C.110.100 Residential Zone Primary Uses

A. Permitted Uses (P). Uses permitted in the residential zones are listed in [Table 17C.110-1](#) with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L). Uses permitted that are subject to limitations are listed in [Table 17C.110-1](#) with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in [SMC 17C.320.080](#), ((~~Design Criteria~~)) **Decision Criteria**, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from [Table 17C.110-1](#).

C. Conditional Uses (CU). Uses that are allowed if approved through the conditional use review process are listed in [Table 17C.110-1](#) with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in [SMC 17C.320.080](#), ((~~Design Criteria~~)) **Decision Criteria**, is also subject to the standards of this chapter. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC](#), Conditional Uses

***Discussion: Consistency: Chapter 17C.320 Conditional Uses, Section 17C.320.080 is titled "Decision Criteria"***

- Type of code amendment: **Minor**

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**17C.124.110 (A) (7) (a) Downtown Zones; Limited Use Standards; Industrial Limitation**

*Strike one of the redundant phrases "Limited industrial uses are allowed." "Only limited industrial uses are allowed."*

**7. Industrial Limitation.**

This regulation applies to all parts of [Table 17C.124-1](#) that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning director determines that the proposed use will not be able to comply with the off-site impact standards of [chapter 17C.220 SMC](#), the planning director may require documentation that the development will be modified to conform with the standards.

- a. **Limited industrial uses are allowed.** ((~~Only limited industrial uses are allowed.~~)) Industrial uses more intensive than the limited industrial definition are not allowed.
- Type of code amendment: **Minor**

### 17C.220.060 Land Use Standards; Off-site Impacts; Noise

*Amend cross reference from SMC 10.08.020 Public Disturbance Noise (repealed) to SMC 10.08D.090, Public Disturbance Noise.*

The City noise standards are stated in ((SMC 10.08.020)) SMC 10.08D, Public Disturbance Noise. In addition, the department of Ecology has standards that apply to environments within which maximum permissible noise levels are established.

- Type of code amendment: **Minor**

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### 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583

*Replace the term “special use permit” with conditional use permit terminology in Appendix B.*

#### APPENDIX "B"

SMC 17E.050.080  
SMC 17E.050.230  
(ORD C33583)

#### SEPA EXEMPTION LEVELS MATRIX (INFORMATIONAL ONLY)

The following matrix serves for informational purposes only and should be interpreted as law. Departments may administratively update this matrix for information. See Washington Administrative Code (WAC) chapter 197-11, sections set forth in this ordinance for specific SEPA exemption rules and regulations.

ACTIVITY	EXEMPT	NON-EXEMPT
Rezone		X
Special Permit Use Permit When Project Meets Flexible Thresholds	X	

***Discussion: Amend to conditional use code terminology/citation for consistency. This can be done administratively per the matrix heading paragraph.***

Type of code amendment: **Minor**

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### 17F.010.050 (A) (1) Notice of Hearing

*Strikethrough cross reference to SMC section 11.11 and department of neighborhood services and code enforcement (repealed). Amend department title to current Developer Services Center.*

#### Section 17F.010.050 Notice of Hearing

##### A. Existing Building and Conservation Code.

1. ((Pursuant to chapter 11.11 SMC, notice of hearing,)) Notice of hearing by the building official is given by ((the department of neighborhood services and code enforcement)) the Developer Services Center in the complaint which is:
  - a. served personally or by certified mail with return receipt, or if the whereabouts of a person to be served cannot be ascertained, by publication once a week for two consecutive weeks in a legal newspaper, upon all persons having a record interest in the subject property; and
  - b. posted on the subject property; and
  - c. filed in the manner of a lis pendens in the office of the Spokane County auditor.

2. Personal service, service by certified mail and filing in the auditor's office are between ten and thirty days before the hearing. Posting and first publication are between fifteen and thirty days before the hearing.
  3. Notice of the public hearing of the hearing examiner on an appeal from the order of the building official is given by the office of the hearing examiner by personally serving on, or mailing to, the appellant and all persons having a record interest who have not disclaimed all interest, notice at least ten days prior to the hearing.
- B. Effect of Notice.
- The notice provisions of this chapter are not jurisdictional or exclusive. The failure of any person to receive notice under this section does not affect the validity of any hearing under this chapter. This section is subject to any specific notice provisions of state and federal law. This section does not prevent any City agency from adopting further provisions for notice by rule or preclude other methods of notice.
- Type of code amendment: **Minor**

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#### **17F.040.140 (A) Awnings**

*Delete 17F.040.140(A). IBC removed fixed awnings over a doorway to the building.*

#### [Chapter 17F.040](#) Building Code

#### [Section 17F.040.140](#) Awnings

In addition to the requirements of IBC Section 3105, these provisions apply:

- A. ~~((A fixed awning not more than ten feet in length may be erected over a doorway to the building.))~~

*Discussion: This clause is obsolete due to updates in the IBC. The rest of this section remains intact and is supported by the reference to the IBC.*

- Type of code amendment: **Minor**

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#### **17G.040.040 (B) Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria**

#### [Chapter 17G.040](#) Design Review Board Administration and Procedures

#### [Section 17G.040.040](#) Design Review Criteria

Design Review Criteria.

The board shall base its review, report, and/or recommendation on the following criteria:

- A. The requirements, guidelines, and applicable provisions of [Title 17 SMC](#) that apply to the property in question including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval.
- B. ~~((A summary of the design guidelines adopted by the City is found in the))~~ The Design Review Application Handbook, outlining the design review process, with application forms and submission checklists, is on file in the planning department.
- C. Design guidelines adopted by the City are on file in the planning department.



- Type of code amendment: **Minor**

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**17G.060.020 (A) (3) Administration and Procedures; Land Use Application Procedures; Director of Planning Services**

*Strikethrough Division B, Division C. Amend to Title 17B, Title 17C. Strikethrough cross-reference to chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC (repealed).*

Section 17G.060.020 Administration

A. Responsibility for the administration, application and interpretation of these procedures pursuant to this ordinance is as is set forth below:

1. The director of building services or his designee is responsible for [chapter 17E.050 SMC](#), Division F; [chapter 17G.010 SMC](#), Division I; and the development codes.
2. The director of engineering services or his designee is responsible for [chapter 17D.020 SMC](#), [chapter 17D.070 SMC](#), [chapter 17E.010 SMC](#), [chapter 17E.050 SMC](#), [chapter 17G.080 SMC](#), Division H and the development codes.
3. The director of planning services or his designee is responsible for SMC (( [Division B, Division C,](#)) [Title 17B and Title 17C](#) and (([chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC,](#)) [chapter 17D.010 SMC](#), [chapter 17D.060 SMC](#), [chapter 17D.080 SMC](#), [chapter 17D.090 SMC](#), [chapter 17E.020 SMC](#), [chapter 17E.030 SMC](#), [chapter 17E.040 SMC](#), [chapter 17E.050 SMC](#), [chapter 17E.060 SMC](#), [chapter 17E.070 SMC](#), [chapter 17G.020 SMC](#), [chapter 17G.030 SMC](#), [chapter 17G.040 SMC](#), [chapter 17G.060 SMC](#), [chapter 17G.070 SMC](#) and [chapter 17G.080 SMC](#)

- Type of code amendment: **Minor**

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**17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications; Application Requirements; PUD**

*Strikethrough cross-reference to chapter 11.19 (repealed) Amend with cross-reference to chapter 17C.110 and 17G.070.*

5. PUD.
  - a. Profiles of any structures more than one story, shown in relation to finished grade.
  - b. Location, dimension, and boundary of proposed open space.
  - c. Site plan demonstrating compliance with (([chapter 11.19 SMC](#))) [chapter 17C.110 and chapter 17G.070](#) including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.

- Type of code amendment: **Minor**

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**17G.070.220 (A) Administration and Procedures; Planned Unit Developments; Vesting**

*Strikethrough "Title 11 SMC and" (repealed)*

[Chapter 17G.070](#) Planned Unit Developments

Section 17G.070.220 Vesting

A. Applicability.

A planned unit development shall be reviewed under this chapter, the zoning,

development and other land use control ordinances contained in ((~~Title 11 SMC and~~)) [Title 17 SMC](#) of the Spokane Municipal Code, and any uncodified ordinances modifying the same, in effect on the date a concept plan application has been deemed fully complete by the City. For the purposes of this section, a vested concept plan application shall mean that the applicant is entitled to implement the planned unit development or any portion of it described in the application under the zoning, development and land use ordinances applied by the City in its review of the planned unit development application.

- Type of code amendment: **Minor**

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### **17G.080.070 (C) (5) Administration and Procedures; Subdivisions; Subdivision Design Standards; Design of Lots & Blocks**

*Strikethrough SMC 11.19.366; amend with insertion of SMC 17G.070.*

[Chapter 17G.080](#) Subdivisions

[Section 17G.080.070](#) Subdivision Design Standards

#### **C. Design of Lots and Blocks.**

1. The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of the street traffic, provision for utilities and recognition of limitations and opportunities of topography.
2. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines or a combination of the two, unless an alley is desired, in which case a block may be comprised of two closed polygons separated by the adjoining alley.
3. Blocks shall ordinarily be sufficient to allow for two tiers of lots of depths sufficient to meet the underlying zone. Double-frontage lots should be avoided.
4. All plat lots shall begin with lot one block one and shall be numbered consecutively by lots and blocks, provided that for plats sequenced by phasing, and which adjoin a previously recorded phase of the approved preliminary plat, lots may continue with lot one and the next consecutively sequenced block number. Lots from one plat shall not cross plat boundaries into another plat.
5. Lot widths, lot areas and frontage upon a public street (or private street within a PUD or binding site plan) shall conform to the underlying zone. For PUDs the hearing examiner may adjust the standards of the underlying zone subject to the provisions of ((~~SMC 11.19.366~~)) ([SMC 17G.070](#)) and for binding site plans the director may adjust the standards of the underlying zone subject to provision of [SMC 17G.060.170\(D\)\(4\)](#). Corner lots shall be designed to ensure setbacks are met from both streets. Lots shall be as nearly rectangular as possible with side lot lines approximately at right angles or radial to street lines.
6. Lots shall not be divided by the boundary of any zoning designation or public right-of-way.

7. Where a lot is plotted into one acre or more in size, the director may require an arrangement of the lot such as to permit a subsequent redivision in conformity with plans adopted by the City.
- Type of code amendment: **Minor**

## **ORDINANCE NO. C36023**

AN ORDINANCE relating to the purpose of the Design Review Board; amending Spokane Municipal Code (SMC) section 04.13.015.

WHEREAS, the Planning Department and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code, which is codified at Title 17 of the Spokane Municipal Code (the "UDC"); and

WHEREAS, following a public hearing, the Plan Commission recently recommended approval of a number of minor amendments to the UDC, following the procedures set forth in SMC 17G.025.010; and

WHEREAS, prior to the Plan Commission hearing, staff requested comments from agencies and departments and the required public notices were published in the Spokesman Review on December 30, 2020, January 6, February 10, and February 17, 2021. The proposed UDC amendments were available for public review on the Planning and Development Services website on <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>; and

WHEREAS, the Plan Commission held several workshop sessions to study the proposed UDC amendments; and

WHEREAS, this action is categorically exempt from the State Environmental Policy Act (SEPA) RCW 43.21 as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, on November 5, 2020 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the UDC; and

WHEREAS, the City Plan Commission held a public hearing on February 24, 2021 to obtain public comments on the proposed UDC amendments; and

WHEREAS, the Plan Commission reviewed all public testimony received during the public hearings and made appropriate changes to the draft UDC amendments during its deliberations; and

WHEREAS, consistent with SMC 17G.025.010, the Plan Commission found (i) that the proposed UDC amendments are consistent with applicable provisions of the City of Spokane Comprehensive Plan, and (ii) that the proposed UDC amendments bear a substantial relation to public health, safety, welfare, and protection of the environment; and

WHEREAS, the Plan Commission's Findings of Fact, Conclusions, and Recommendations Regarding the Unified Development Code Maintenance Project – Phase 1, together with the Plan Commission's entire files relating to the same, are hereby incorporated into this ordinance.

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 04.13.015 is amended to read as follows:

**04.13.015 Administrative Agencies and Procedures; Design Review Board Purpose.**

Section 04.13.015 Design Review Board

The design review board is hereby established to:

- A. improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code;
- B. ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's comprehensive plan;
- C. advocate for the aesthetic quality of Spokane's public realm;
- D. encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit;
- E. provide flexibility in the application of ((development)) design standards as allowed through ((development)) design standard departures; and
- F. ensure that public facilities and projects within the City's right-of-way:
  - 1. wisely allocate the City's resources,
  - 2. serve as models of design quality.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**CITY OF SPOKANE PLAN COMMISSION**  
**FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS**  
**REGARDING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW**

A recommendation of the City of Spokane Plan Commission to the City Council to approve the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review (SMP PR). The SMP PR proposed amending Spokane Municipal Code (SMC) Title 17A Administration, Chapter 17A.020 Definitions, Sections 17A.020.040(R)(2) "D" Definitions, and Section 17A.020.060(S) "F" Definitions, Title 17E, Chapter 17E.060, Article II, Part II sections 17E.060.110 and 17E.060.150, Article IV 17E.060.290, 17E.060.300, 17E.060.340, Article VI Part II 17E.060.690, Article VII Part II 17E.060.770, 17E.060.790, Article VIII 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and Article V Part III 17E.060.380.

**FINDINGS OF FACT:**

- A. The Shoreline Master Program (SMP) Periodic Review (PR) is state mandated and led by the City of Spokane in close collaboration with Dept of Ecology. This project is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines.
- B. Authority for the periodic review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and revise it if necessary.
- C. The periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances.
- D. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy 7.1, Regulatory Structure, supports regulations that are predictable, reliable, and adaptable to changing living and working arrangements brought about by technological advancements and Land Use policy 7.2 calls out a continuing review process to periodically re-evaluate and direct city policies and regulations consistent with chapter 3 Vision and Values.
- E. The City elected to use the optional joint review process to combine the local and Ecology comment periods, as allowed under WAC 173-26-104. No additional comment period occurs during the state review process, however additional city review and comment periods have been provided. Comments provided to the City of Spokane are reviewed by both the City and Ecology.
- F. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.

- G. A State Environmental Protection Act (SEPA) Determination of Non-Significance was issued by Planning Services on December 23, 2020 and a 14-day comment period commenced January 5 - January 19, 2021. No comments were received during the comment period.
- H. The City SMP was reviewed against Dept of Ecology Periodic Review checklist as required; analysis submitted to Ecology. Necessary amendments were identified, and the Draft Amendment Proposal prepared, shared with agencies for review, and uploaded online. An email database of interested parties is maintained for regular communications. Information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020. The Community Assembly was briefed on December 3, 2020.
- I. A notice of Joint Public Comment Period with Ecology and City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification.
- J. Plan Commission hearing legal notices were published in the Spokesman-Review February 10, and February 17, 2021.
- K. The Plan Commission held a public hearing on February 24 to obtain public input on the proposed amendments, if any.

#### **CONCLUSIONS:**

- A. The Plan Commission has reviewed all public testimony received during the public hearing.
- B. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the comprehensive plan and that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment.

#### **RECOMMENDATION:**

In the matter of the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review, by unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code, as mandated by the State of Washington Shoreline Management Act RCW 90.58 eight year cycle of review.



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Todd Beyreuther (Mar 2, 2021 16:48 PST)

**Todd Beyreuther, President**  
**Spokane Plan Commission**  
March 3, 2021

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

03/22/2021

**Date Rec'd**

3/5/2021

**Clerk's File #**

ORD C36024

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

AMANDA BECK 625-6414

**Project #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0650 - SPOKANE MUNICIPAL CODE TITLE 17C AMENDMENT

**Agenda Wording**

An Ordinance to amend the Spokane Municipal Code, sections 17C.110.100 Residential Zone Primary Uses, 17C.124.110 Limited Use Standards, and 17C.220.060 Off-site Impacts.

**Summary (Background)**

The proposed amendments are part of a series of five City-initiated minor amendments intended to respond to needed corrections, changing conditions, and improvements to the Spokane Municipal Code. The amendments to Title 17C include corrections of typos, clarifying language, and updating cross-references. Collectively, the proposed changes to the SMC are categorically exempt under WAC 197-11-800 (19).

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MEULER, LOUIS

**Study Session\Other**PC-9/23/20 & 11/11/20,  
UE 1/11/21, CA 12/3/20**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHMAN, JAMES

abeck@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lmeuler@spokanecity.org

**Additional Approvals**

tblack@spokanecity.org

**Purchasing**

jrichman@spokanecity.org

sbishop@spokanecity.org

# City Council Urban Experience Briefing Paper

## Spokane Municipal Code Maintenance Project - Phase I

### January 11, 2021

<b>Division &amp; Department:</b>	Planning Services
<b>Subject:</b>	Code Maintenance - various chapters of Spokane Municipal Code
<b>Date:</b>	January 11, 2021
<b>Contact (email &amp; phone):</b>	625-6087 mwittstruck@spokanecity.org
<b>City Council Sponsor:</b>	Councilmember Mumm
<b>Executive Sponsor:</b>	Tirrell Black
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Hearing <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Shaping Spokane Comprehensive Plan 2017 Chapter 3 Land Use policy 7.2 calls out a continuing review process; Strategic Plan.
<b>Strategic Initiative:</b>	Continuous Improvement and Innovation, Sustainable City, Customer Service.
<b>Deadline:</b>	Project Phase I complete March 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Amend Phase I of Spokane Municipal Code (SMC) for Maintenance in legislative action. Internal review completed November 2020.

#### Background

The 2020 Unified Development Code (UDC) Maintenance Project is a list of proposals for changes to some Titles in the Spokane Municipal Code (SMC). These are most often proposed by city staff over time. The Maintenance project purpose is to respond to needed corrections, changing conditions, and the potential for improvements for all users.

- First overall maintenance effort undertaken and adopted since 2015.
- Various SMC Titles are included, but primarily Title 17.
- Periodic maintenance of the SMC is intended to aid the public in preparing applications for development and reviews by staff relying on code citations and the enforcement of same.
- This proposal is Phase I of a multi-phase effort for overall maintenance of the SMC. This is not proposing new code but is a general housekeeping for documented issues.
- Phase I consists of minor corrections.
- Phase I proposed amendments are categorically exempt from State Environmental Policy Act (SEPA) as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b).

#### **Categorization of proposed Maintenance Amendments**

**Minor:** These include corrections to cross references to repealed or renumbered sections in Titles; an example is the recent repeal of sections of chapter 11.19 that remain in Title 17 SMC. In some cases, redundant phrasing, or inaccurate word choice without changing meaning or substance are also categorized as minor.

Later phases anticipated in 2021 are the next two categories, CLARIFICATION and SUBSTANTIVE.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

Executive Summary

This update is for Phase I of the Unified Development Code Cleanup. This code maintenance project was reviewed at the September 23 and November 11, 2020 Plan Commission workshops. A Plan Commission hearing is scheduled for January 13, 2021. The online project page can be viewed here: <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required: Legislative repeal action.

Known challenges/barriers: None.

**Attachments:**

- Code Maintenance Table of Contents and Review Guide
- Draft Ordinance

**Unified Development Code (SMC) Maintenance Project 2020**  
**PHASE I - Review Guide**  
**December 29, 2020**

**Introduction**

The attached document represents a list of proposed amendments to the Spokane Municipal Code collected by City staff since 2015 and now proposed for amendments. SMC Maintenance will be phased; this is Phase I. To help understand the types of changes that are recommended, proposed maintenance amendments have historically been categorized under three types.

The three types are:

**Minor:** These include changes such as corrections to cross references to a repealed section of SMC. For example, repealed sections of chapter 11.19 found in Title 17. Other types of changes include striking redundant phrasing, obsolete code due to state changes, or providing more accurate process description without changing meaning or substance.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

**Phase I** of the UDC Title 17 Maintenance Project consists of **Minor** changes and is scheduled for Plan Commission Hearing January 13, 2021, after previous review in September and November 2020.

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**Table of Contents**

**Phase I Code Maintenance - sections of code proposed for minor amendments**

1. SMC 04.13.015(E) Administrative Agencies and Procedures; Design Review Board
2. SMC 17C.110.100(B) & (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)
3. SMC 17C.124.110 (A)(7)(a) Downtown Zones; Limited Use Standards; Industrial Limitation
4. SMC 17C.220.060 Land Use Standards; Off-site Impacts; Noise
5. SMC 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583

6. SMC 17F.010.050(A)(1) Notice of Hearing
7. SMC 17F.040.140(A) Awnings
8. SMC 17G.040.040(B) Administration and Procedures; Design Review Board  
Administration and Procedures; Design Review Criteria
9. SMC 17G.060.020(A)(3) Administration and Procedures; Land Use Application  
Procedures; Director of Planning Services
10. SMC 17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications;  
Application Requirements; PUD
11. SMC 17G.070.220(A) Planned Unit Developments; Vesting
12. SMC 17G.080.070(C)(5) Administration and Procedures; Subdivisions; Subdivision  
Design Standards; Design of Lots & Blocks

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**04.13.015 (E) Administrative Agencies and Procedures; Design Review Board**  
*Strikethrough “development and amend with “design” in both locations in this clause (E).*  
[Section 04.13.015](#) Design Review Board

**Purpose.**

The design review board is hereby established to:

- A. improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code;
  - B. ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City’s comprehensive plan;
  - C. advocate for the aesthetic quality of Spokane’s public realm;
  - D. encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit;
  - E. provide flexibility in the application of ((development)) **design standards as allowed through ((development)) design** standard departures; and
  - F. ensure that public facilities and projects within the City’s right-of-way:
    1. wisely allocate the City’s resources,
    2. serve as models of design quality.
- Type of code amendment: **Minor**

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**17C.110.100 (B) and (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)**

*Amend "Design Criteria" to "Decision Criteria"*

Section 17C.110.100 Residential Zone Primary Uses

A. Permitted Uses (P). Uses permitted in the residential zones are listed in [Table 17C.110-1](#) with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L). Uses permitted that are subject to limitations are listed in [Table 17C.110-1](#) with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in [SMC 17C.320.080, \(\(Design Criteria\)\) Decision Criteria](#), is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from [Table 17C.110-1](#).

C. Conditional Uses (CU). Uses that are allowed if approved through the conditional use review process are listed in [Table 17C.110-1](#) with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in [SMC 17C.320.080, \(\(Design Criteria\)\) Decision Criteria](#), is also subject to the standards of this chapter. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC, Conditional Uses](#)

***Discussion: Consistency: Chapter 17C.320 Conditional Uses, Section 17C.320.080 is titled "Decision Criteria"***

- Type of code amendment: **Minor**

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**17C.124.110 (A) (7) (a) Downtown Zones; Limited Use Standards; Industrial Limitation**

*Strike one of the redundant phrases "Limited industrial uses are allowed." "Only limited industrial uses are allowed."*

**7. Industrial Limitation.**

This regulation applies to all parts of [Table 17C.124-1](#) that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning director determines that the proposed use will not be able to comply with the off-site impact standards of [chapter 17C.220 SMC](#), the planning director may require documentation that the development will be modified to conform with the standards.

- a. **Limited industrial uses are allowed. ((Only limited industrial uses are allowed.))** Industrial uses more intensive than the limited industrial definition are not allowed.
- Type of code amendment: **Minor**

### 17C.220.060 Land Use Standards; Off-site Impacts; Noise

*Amend cross reference from SMC 10.08.020 Public Disturbance Noise (repealed) to SMC 10.08D.090, Public Disturbance Noise.*

The City noise standards are stated in ((SMC 10.08.020)) SMC 10.08D, Public Disturbance Noise. In addition, the department of Ecology has standards that apply to environments within which maximum permissible noise levels are established.

- Type of code amendment: **Minor**

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### 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583

*Replace the term “special use permit” with conditional use permit terminology in Appendix B.*

#### APPENDIX "B"

SMC 17E.050.080  
SMC 17E.050.230  
(ORD C33583)

#### SEPA EXEMPTION LEVELS MATRIX (INFORMATIONAL ONLY)

The following matrix serves for informational purposes only and should be interpreted as law. Departments may administratively update this matrix for information. See Washington Administrative Code (WAC) chapter 197-11, sections set forth in this ordinance for specific SEPA exemption rules and regulations.

ACTIVITY	EXEMPT	NON-EXEMPT
Rezone		X
Special Permit Use Permit When Project Meets Flexible Thresholds	X	

***Discussion: Amend to conditional use code terminology/citation for consistency. This can be done administratively per the matrix heading paragraph.***

Type of code amendment: **Minor**

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### 17F.010.050 (A) (1) Notice of Hearing

*Strikethrough cross reference to SMC section 11.11 and department of neighborhood services and code enforcement (repealed). Amend department title to current Developer Services Center.*

#### Section 17F.010.050 Notice of Hearing

##### A. Existing Building and Conservation Code.

1. ((Pursuant to chapter 11.11 SMC, notice of hearing,)) Notice of hearing by the building official is given by ((the department of neighborhood services and code enforcement)) the Developer Services Center in the complaint which is:
  - a. served personally or by certified mail with return receipt, or if the whereabouts of a person to be served cannot be ascertained, by publication once a week for two consecutive weeks in a legal newspaper, upon all persons having a record interest in the subject property; and
  - b. posted on the subject property; and
  - c. filed in the manner of a lis pendens in the office of the Spokane County auditor.



2. Personal service, service by certified mail and filing in the auditor's office are between ten and thirty days before the hearing. Posting and first publication are between fifteen and thirty days before the hearing.
  3. Notice of the public hearing of the hearing examiner on an appeal from the order of the building official is given by the office of the hearing examiner by personally serving on, or mailing to, the appellant and all persons having a record interest who have not disclaimed all interest, notice at least ten days prior to the hearing.
- B. Effect of Notice.
- The notice provisions of this chapter are not jurisdictional or exclusive. The failure of any person to receive notice under this section does not affect the validity of any hearing under this chapter. This section is subject to any specific notice provisions of state and federal law. This section does not prevent any City agency from adopting further provisions for notice by rule or preclude other methods of notice.
- Type of code amendment: **Minor**

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#### **17F.040.140 (A) Awnings**

*Delete 17F.040.140(A). IBC removed fixed awnings over a doorway to the building.*

#### [Chapter 17F.040](#) Building Code

#### [Section 17F.040.140](#) Awnings

In addition to the requirements of IBC Section 3105, these provisions apply:

- A. ~~((A fixed awning not more than ten feet in length may be erected over a doorway to the building.))~~

*Discussion: This clause is obsolete due to updates in the IBC. The rest of this section remains intact and is supported by the reference to the IBC.*

- Type of code amendment: **Minor**

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#### **17G.040.040 (B) Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria**

#### [Chapter 17G.040](#) Design Review Board Administration and Procedures

#### [Section 17G.040.040](#) Design Review Criteria

Design Review Criteria.

The board shall base its review, report, and/or recommendation on the following criteria:

- A. The requirements, guidelines, and applicable provisions of [Title 17 SMC](#) that apply to the property in question including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval.
- B. ~~((A summary of the design guidelines adopted by the City is found in the))~~ The Design Review Application Handbook, outlining the design review process, with application forms and submission checklists, is on file in the planning department.
- C. Design guidelines adopted by the City are on file in the planning department.

- Type of code amendment: **Minor**

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**17G.060.020 (A) (3) Administration and Procedures; Land Use Application Procedures; Director of Planning Services**

*Strikethrough Division B, Division C. Amend to Title 17B, Title 17C. Strikethrough cross-reference to chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC (repealed).*

Section 17G.060.020 Administration

A. Responsibility for the administration, application and interpretation of these procedures pursuant to this ordinance is as is set forth below:

1. The director of building services or his designee is responsible for [chapter 17E.050 SMC](#), Division F; [chapter 17G.010 SMC](#), Division I; and the development codes.
2. The director of engineering services or his designee is responsible for [chapter 17D.020 SMC](#), [chapter 17D.070 SMC](#), [chapter 17E.010 SMC](#), [chapter 17E.050 SMC](#), [chapter 17G.080 SMC](#), Division H and the development codes.
3. The director of planning services or his designee is responsible for SMC (( [Division B, Division C,](#)) [Title 17B and Title 17C](#) and (([chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC,](#)) [chapter 17D.010 SMC](#), [chapter 17D.060 SMC](#), [chapter 17D.080 SMC](#), [chapter 17D.090 SMC](#), [chapter 17E.020 SMC](#), [chapter 17E.030 SMC](#), [chapter 17E.040 SMC](#), [chapter 17E.050 SMC](#), [chapter 17E.060 SMC](#), [chapter 17E.070 SMC](#), [chapter 17G.020 SMC](#), [chapter 17G.030 SMC](#), [chapter 17G.040 SMC](#), [chapter 17G.060 SMC](#), [chapter 17G.070 SMC](#) and [chapter 17G.080 SMC](#)

- Type of code amendment: **Minor**

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**17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications; Application Requirements; PUD**

*Strikethrough cross-reference to chapter 11.19 (repealed) Amend with cross-reference to chapter 17C.110 and 17G.070.*

5. PUD.
  - a. Profiles of any structures more than one story, shown in relation to finished grade.
  - b. Location, dimension, and boundary of proposed open space.
  - c. Site plan demonstrating compliance with (([chapter 11.19 SMC](#))) [chapter 17C.110 and chapter 17G.070](#) including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.

- Type of code amendment: **Minor**

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**17G.070.220 (A) Administration and Procedures; Planned Unit Developments; Vesting**

*Strikethrough "Title 11 SMC and" (repealed)*

[Chapter 17G.070](#) Planned Unit Developments

Section 17G.070.220 Vesting

A. Applicability.

A planned unit development shall be reviewed under this chapter, the zoning,

development and other land use control ordinances contained in ((~~Title 11 SMC and~~)) [Title 17 SMC](#) of the Spokane Municipal Code, and any uncodified ordinances modifying the same, in effect on the date a concept plan application has been deemed fully complete by the City. For the purposes of this section, a vested concept plan application shall mean that the applicant is entitled to implement the planned unit development or any portion of it described in the application under the zoning, development and land use ordinances applied by the City in its review of the planned unit development application.

- Type of code amendment: **Minor**

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### **17G.080.070 (C) (5) Administration and Procedures; Subdivisions; Subdivision Design Standards; Design of Lots & Blocks**

*Strikethrough SMC 11.19.366; amend with insertion of SMC 17G.070.*

[Chapter 17G.080](#) Subdivisions

[Section 17G.080.070](#) Subdivision Design Standards

#### **C. Design of Lots and Blocks.**

1. The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of the street traffic, provision for utilities and recognition of limitations and opportunities of topography.
2. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines or a combination of the two, unless an alley is desired, in which case a block may be comprised of two closed polygons separated by the adjoining alley.
3. Blocks shall ordinarily be sufficient to allow for two tiers of lots of depths sufficient to meet the underlying zone. Double-frontage lots should be avoided.
4. All plat lots shall begin with lot one block one and shall be numbered consecutively by lots and blocks, provided that for plats sequenced by phasing, and which adjoin a previously recorded phase of the approved preliminary plat, lots may continue with lot one and the next consecutively sequenced block number. Lots from one plat shall not cross plat boundaries into another plat.
5. Lot widths, lot areas and frontage upon a public street (or private street within a PUD or binding site plan) shall conform to the underlying zone. For PUDs the hearing examiner may adjust the standards of the underlying zone subject to the provisions of ((~~SMC 11.19.366~~)) ([SMC 17G.070](#)) and for binding site plans the director may adjust the standards of the underlying zone subject to provision of [SMC 17G.060.170\(D\)\(4\)](#). Corner lots shall be designed to ensure setbacks are met from both streets. Lots shall be as nearly rectangular as possible with side lot lines approximately at right angles or radial to street lines.
6. Lots shall not be divided by the boundary of any zoning designation or public right-of-way.

7. Where a lot is plotted into one acre or more in size, the director may require an arrangement of the lot such as to permit a subsequent redivision in conformity with plans adopted by the City.
- Type of code amendment: **Minor**

## **ORDINANCE NO. C36024**

AN ORDINANCE relating to Residential Zones Primary Uses, Downtown Zones Limited Use Standards, and Off-site Noise Impacts; amending Spokane Municipal Code (SMC) sections 17C.110.100, 17C.124.110, 17C.220.060.

WHEREAS, the Planning Department and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code, which is codified at Title 17 of the Spokane Municipal Code (the "UDC"); and

WHEREAS, following a public hearing, the Plan Commission recently recommended approval of a number of minor amendments to the UDC, following the procedures set forth in SMC 17G.025.010; and

WHEREAS, prior to the Plan Commission hearing, staff requested comments from agencies and departments and the required public notices were published in the Spokesman Review on December 30, 2020, January 6, February 10, and February 17, 2021. The proposed UDC amendments were available for public review on the Planning and Development Services website on <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>; and

WHEREAS, the Plan Commission held several workshop sessions to study the proposed UDC amendments; and

WHEREAS, this action is categorically exempt from the State Environmental Policy Act (SEPA) RCW 43.21 as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, on November 5, 2020 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the UDC; and

WHEREAS, the City Plan Commission held a public hearing on February 24, 2021 to obtain public comments on the proposed UDC amendments; and

WHEREAS, the Plan Commission reviewed all public testimony received during the public hearings and made appropriate changes to the draft UDC amendments during its deliberations; and

WHEREAS, consistent with SMC 17G.025.010, the Plan Commission found (i) that the proposed UDC amendments are consistent with applicable provisions of the City of Spokane Comprehensive Plan, and (ii) that the proposed UDC amendments bear a substantial relation to public health, safety, welfare, and protection of the environment; and

WHEREAS, the Plan Commission's Findings of Fact, Conclusions, and Recommendations Regarding the Unified Development Code Maintenance Project – Phase 1, together with the Plan Commission's entire files relating to the same, are hereby incorporated into this ordinance.

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17C.110.100 is amended to read as follows:

**17C.110.100 Residential Zones; Residential Zone Primary Uses; Uses (L) and Conditional Uses (CU).**

Section 17C.110.100 Residential Zone Primary Uses

- A. Permitted Uses (P). Uses permitted in the residential zones are listed in Table 17C.110-1 with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.
- B. Limited Uses (L). Uses permitted that are subject to limitations are listed in Table 17C.110-1 with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in SMC 17C.320.080, (~~((Design Criteria))~~) Decision Criteria, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.110-1.
- C. Conditional Uses (CU). Uses that are allowed if approved through the conditional use review process are listed in Table 17C.110-1 with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in SMC 17C.320.080, (~~((Design Criteria))~~) Decision Criteria, is also subject to the standards of this chapter. The conditional use review process and approval criteria are stated in chapter 17C.320 SMC, Conditional Uses.
- D. Uses Not Permitted (N). Uses listed in Table 17C.110-1 with an "N" are not permitted. Existing uses in categories listed as not permitted are subject to the standards of chapter 17C.210 SMC, Nonconforming Situations.

Section 2. That SMC section 17C.124.110 is amended to read as follows:

**17C.124.110 Downtown Zones; Limited Use Standards; Industrial Limitation.**

Section 17C.124.110 Limited Use Standards

- A. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from Table 17C.124-1.
  - 1. Group Living.

This regulation applies to all parts of Table 17C.124-1 that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of Table 17C.124-1 that have a [2]. Adult businesses are subject to the additional standards of chapter 17C.305 SMC.

3. Commercial Parking.

This regulation applies to all parts of Table 17C.124-1 that have a [3]. See SMC 17C.230.310 for the parking structure design guidelines. See SMC 17C.124.340, Parking and Loading, for ground level parking structure use standards.

- a. New standalone surface commercial parking lots are not allowed as the primary use within the area shown on Map 17C.124-M1, Surface Parking Limited Area. Within the area shown on Map 17C.124-M1, standalone commercial parking as a primary use must be located entirely within a parking structure.

4. Drive-through Facility.

This regulation applies to all parts of Table 17C.124-1 that have a [4]. Drive-through facilities are subject to the additional standards of SMC 17C.124.290.

5. Quick Vehicle Servicing.

This regulation applies to all parts of Table 17C.124-1 that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a Type III or IV complete street. Quick vehicle servicing uses must be fully contained within a structure. Quick vehicle servicing uses are subject to the additional standards of SMC 17C.124.290.

6. Retail Sales and Services Uses Motorized Vehicle Limitation.

This regulation applies to all parts of Table 17C.124-1 that have a [6]. Sale, rental, or leasing of motor vehicles, including passenger vehicles, light and medium trucks is not allowed. Sale, rental, and leasing of motorcycles and other recreational vehicles not able to be licensed for normal on street use is allowed. For sale or leasing of motorcycles and other recreational vehicles see SMC 17C.124.270, Outdoor Activities.

7. Industrial Limitation.

This regulation applies to all parts of Table 17C.124-1 that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning director determines that the proposed use will not be

able to comply with the off-site impact standards of chapter 17C.220 SMC, the planning director may require documentation that the development will be modified to conform with the standards.

- a. Limited industrial uses are allowed. (~~Only limited industrial uses are allowed.~~) Industrial uses more intensive than the limited industrial definition are not allowed.
  - b. Industrial buildings and industrial sites are subject to the same design standards as commercial buildings and commercial sites.
8. Mini-storage, Storage, Warehousing, Industrial and Parking Structure Limitation.  
This regulation applies to all parts of Table 17C.124-1 that have an [8]. See SMC 17C.124.340.
9. Mini-storage Facilities Limitation.  
This regulation applies to all parts of Table 17C.124-1 that have an [9]. Mini-storage facilities are subject to the additional standards of chapter 17C.350 SMC, Mini-storage Facilities.
10. Outdoor Activity Limitation.  
This regulation applies to all parts of Table 17C.124-1 that have a [10]. Outdoor display, storage, or use of industrial equipment or other industrial items such as tools, equipment, vehicles, products, materials, or other objects that are part of or used for the business operation is prohibited.
11. Community Services.  
This regulation applies to all parts of Table 17C.124-1 that have a [11]. Most community service uses are allowed by right.
12. Wireless Communication Facilities.  
See chapter 17C.355A SMC.
13. Existing Light Industrial and Self-service Storage Uses.  
This regulation applies to all parts of Table 17C.124-1 that have an [13]. Light industrial and self-service storage uses in operation on the effective date of this ordinance, are considered to be a conforming use.
14. Mobile Food Vending.  
This standard applies to all parts of Table 17C.124-1 that have a [14]. All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010.



Section 3. That SMC section 17C.220.060 is amended to read as follows:

**17C.220.060 Off-site Impacts; Noise.**

Section 17C.220.060 Noise

The City noise standards are stated in ((SMC 10.08.020)) SMC 10.08D, Public Disturbance Noise. In addition, the department of ecology has standards that apply to environments within which maximum permissible noise levels are established.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**CITY OF SPOKANE PLAN COMMISSION**  
**FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS**  
**REGARDING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW**

A recommendation of the City of Spokane Plan Commission to the City Council to approve the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review (SMP PR). The SMP PR proposed amending Spokane Municipal Code (SMC) Title 17A Administration, Chapter 17A.020 Definitions, Sections 17A.020.040(R)(2) "D" Definitions, and Section 17A.020.060(S) "F" Definitions, Title 17E, Chapter 17E.060, Article II, Part II sections 17E.060.110 and 17E.060.150, Article IV 17E.060.290, 17E.060.300, 17E.060.340, Article VI Part II 17E.060.690, Article VII Part II 17E.060.770, 17E.060.790, Article VIII 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and Article V Part III 17E.060.380.

**FINDINGS OF FACT:**

- A. The Shoreline Master Program (SMP) Periodic Review (PR) is state mandated and led by the City of Spokane in close collaboration with Dept of Ecology. This project is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines.
- B. Authority for the periodic review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and revise it if necessary.
- C. The periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances.
- D. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy 7.1, Regulatory Structure, supports regulations that are predictable, reliable, and adaptable to changing living and working arrangements brought about by technological advancements and Land Use policy 7.2 calls out a continuing review process to periodically re-evaluate and direct city policies and regulations consistent with chapter 3 Vision and Values.
- E. The City elected to use the optional joint review process to combine the local and Ecology comment periods, as allowed under WAC 173-26-104. No additional comment period occurs during the state review process, however additional city review and comment periods have been provided. Comments provided to the City of Spokane are reviewed by both the City and Ecology.
- F. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.

- G. A State Environmental Protection Act (SEPA) Determination of Non-Significance was issued by Planning Services on December 23, 2020 and a 14-day comment period commenced January 5 - January 19, 2021. No comments were received during the comment period.
- H. The City SMP was reviewed against Dept of Ecology Periodic Review checklist as required; analysis submitted to Ecology. Necessary amendments were identified, and the Draft Amendment Proposal prepared, shared with agencies for review, and uploaded online. An email database of interested parties is maintained for regular communications. Information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020. The Community Assembly was briefed on December 3, 2020.
- I. A notice of Joint Public Comment Period with Ecology and City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification.
- J. Plan Commission hearing legal notices were published in the Spokesman-Review February 10, and February 17, 2021.
- K. The Plan Commission held a public hearing on February 24 to obtain public input on the proposed amendments, if any.

#### **CONCLUSIONS:**

- A. The Plan Commission has reviewed all public testimony received during the public hearing.
- B. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the comprehensive plan and that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment.

#### **RECOMMENDATION:**

In the matter of the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review, by unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code, as mandated by the State of Washington Shoreline Management Act RCW 90.58 eight year cycle of review.

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Todd Beyreuther (Mar 2, 2021 16:48 PST)

**Todd Beyreuther, President**  
**Spokane Plan Commission**  
March 3, 2021

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

03/22/2021

**Date Rec'd**

3/5/2021

**Clerk's File #**

ORD C36025

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

AMANDA BECK 625-6414

**Project #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0650 - SPOKANE MUNICIPAL CODE TITLE 17E AMENDMENT

**Agenda Wording**

An Ordinance to amend the Spokane Municipal Code, section 17E.050.080 Categorical Exemptions Applicability, Appendix B.

**Summary (Background)**

The proposed amendment is part of a series of five City-initiated minor amendments intended to respond to needed corrections, changing conditions, and improvements to the Spokane Municipal Code. The amendment to Appendix B updates whether an activity or case type is exempt from SEPA review. Collectively, the proposed changes to the SMC are categorically exempt under WAC 197-11-800 (19).

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MEULER, LOUIS

**Study Session\Other**PC-9/23/20 & 11/11/20,  
UE 1/11/21, CA 12/3/20**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHTMAN, JAMES

abeck@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lmeuler@spokanecity.org

**Additional Approvals**

tblack@spokanecity.org

**Purchasing**

jrichman@spokanecity.org

sbishop@spokanecity.org

# City Council Urban Experience Briefing Paper

## Spokane Municipal Code Maintenance Project - Phase I

### January 11, 2021

<b>Division &amp; Department:</b>	Planning Services
<b>Subject:</b>	Code Maintenance - various chapters of Spokane Municipal Code
<b>Date:</b>	January 11, 2021
<b>Contact (email &amp; phone):</b>	625-6087 mwittstruck@spokanecity.org
<b>City Council Sponsor:</b>	Councilmember Mumm
<b>Executive Sponsor:</b>	Tirrell Black
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Hearing <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Shaping Spokane Comprehensive Plan 2017 Chapter 3 Land Use policy 7.2 calls out a continuing review process; Strategic Plan.
<b>Strategic Initiative:</b>	Continuous Improvement and Innovation, Sustainable City, Customer Service.
<b>Deadline:</b>	Project Phase I complete March 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Amend Phase I of Spokane Municipal Code (SMC) for Maintenance in legislative action. Internal review completed November 2020.

#### Background

The 2020 Unified Development Code (UDC) Maintenance Project is a list of proposals for changes to some Titles in the Spokane Municipal Code (SMC). These are most often proposed by city staff over time. The Maintenance project purpose is to respond to needed corrections, changing conditions, and the potential for improvements for all users.

- First overall maintenance effort undertaken and adopted since 2015.
- Various SMC Titles are included, but primarily Title 17.
- Periodic maintenance of the SMC is intended to aid the public in preparing applications for development and reviews by staff relying on code citations and the enforcement of same.
- This proposal is Phase I of a multi-phase effort for overall maintenance of the SMC. This is not proposing new code but is a general housekeeping for documented issues.
- Phase I consists of minor corrections.
- Phase I proposed amendments are categorically exempt from State Environmental Policy Act (SEPA) as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b).

#### **Categorization of proposed Maintenance Amendments**

**Minor:** These include corrections to cross references to repealed or renumbered sections in Titles; an example is the recent repeal of sections of chapter 11.19 that remain in Title 17 SMC. In some cases, redundant phrasing, or inaccurate word choice without changing meaning or substance are also categorized as minor.

Later phases anticipated in 2021 are the next two categories, CLARIFICATION and SUBSTANTIVE.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

Executive Summary

This update is for Phase I of the Unified Development Code Cleanup. This code maintenance project was reviewed at the September 23 and November 11, 2020 Plan Commission workshops. A Plan Commission hearing is scheduled for January 13, 2021. The online project page can be viewed here: <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required: Legislative repeal action.

Known challenges/barriers: None.

**Attachments:**

- Code Maintenance Table of Contents and Review Guide
- Draft Ordinance

**Unified Development Code (SMC) Maintenance Project 2020**  
**PHASE I - Review Guide**  
**December 29, 2020**

**Introduction**

The attached document represents a list of proposed amendments to the Spokane Municipal Code collected by City staff since 2015 and now proposed for amendments. SMC Maintenance will be phased; this is Phase I. To help understand the types of changes that are recommended, proposed maintenance amendments have historically been categorized under three types.

The three types are:

**Minor:** These include changes such as corrections to cross references to a repealed section of SMC. For example, repealed sections of chapter 11.19 found in Title 17. Other types of changes include striking redundant phrasing, obsolete code due to state changes, or providing more accurate process description without changing meaning or substance.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

**Phase I** of the UDC Title 17 Maintenance Project consists of **Minor** changes and is scheduled for Plan Commission Hearing January 13, 2021, after previous review in September and November 2020.

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**Table of Contents**

**Phase I Code Maintenance - sections of code proposed for minor amendments**

1. SMC 04.13.015(E) Administrative Agencies and Procedures; Design Review Board
2. SMC 17C.110.100(B) & (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)
3. SMC 17C.124.110 (A)(7)(a) Downtown Zones; Limited Use Standards; Industrial Limitation
4. SMC 17C.220.060 Land Use Standards; Off-site Impacts; Noise
5. SMC 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583



6. SMC 17F.010.050(A)(1) Notice of Hearing
7. SMC 17F.040.140(A) Awnings
8. SMC 17G.040.040(B) Administration and Procedures; Design Review Board  
Administration and Procedures; Design Review Criteria
9. SMC 17G.060.020(A)(3) Administration and Procedures; Land Use Application  
Procedures; Director of Planning Services
10. SMC 17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications;  
Application Requirements; PUD
11. SMC 17G.070.220(A) Planned Unit Developments; Vesting
12. SMC 17G.080.070(C)(5) Administration and Procedures; Subdivisions; Subdivision  
Design Standards; Design of Lots & Blocks

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**04.13.015 (E) Administrative Agencies and Procedures; Design Review Board**  
*Strikethrough “development and amend with “design” in both locations in this clause (E).*  
[Section 04.13.015](#) Design Review Board

**Purpose.**

The design review board is hereby established to:

- A. improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code;
  - B. ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City’s comprehensive plan;
  - C. advocate for the aesthetic quality of Spokane’s public realm;
  - D. encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit;
  - E. provide flexibility in the application of ((development)) **design standards as allowed through ((development)) design** standard departures; and
  - F. ensure that public facilities and projects within the City’s right-of-way:
    1. wisely allocate the City’s resources,
    2. serve as models of design quality.
- Type of code amendment: **Minor**

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**17C.110.100 (B) and (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)**

*Amend "Design Criteria" to "Decision Criteria"*

Section 17C.110.100 Residential Zone Primary Uses

A. Permitted Uses (P). Uses permitted in the residential zones are listed in [Table 17C.110-1](#) with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L). Uses permitted that are subject to limitations are listed in [Table 17C.110-1](#) with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in [SMC 17C.320.080, \(\(Design Criteria\)\) Decision Criteria](#), is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from [Table 17C.110-1](#).

C. Conditional Uses (CU). Uses that are allowed if approved through the conditional use review process are listed in [Table 17C.110-1](#) with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in [SMC 17C.320.080, \(\(Design Criteria\)\) Decision Criteria](#), is also subject to the standards of this chapter. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC, Conditional Uses](#)

***Discussion: Consistency: Chapter 17C.320 Conditional Uses, Section 17C.320.080 is titled "Decision Criteria"***

- Type of code amendment: **Minor**

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**17C.124.110 (A) (7) (a) Downtown Zones; Limited Use Standards; Industrial Limitation**

*Strike one of the redundant phrases "Limited industrial uses are allowed." "Only limited industrial uses are allowed."*

**7. Industrial Limitation.**

This regulation applies to all parts of [Table 17C.124-1](#) that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning director determines that the proposed use will not be able to comply with the off-site impact standards of [chapter 17C.220 SMC](#), the planning director may require documentation that the development will be modified to conform with the standards.

- a. **Limited industrial uses are allowed. ((Only limited industrial uses are allowed.))** Industrial uses more intensive than the limited industrial definition are not allowed.
- Type of code amendment: **Minor**

### 17C.220.060 Land Use Standards; Off-site Impacts; Noise

*Amend cross reference from SMC 10.08.020 Public Disturbance Noise (repealed) to SMC 10.08D.090, Public Disturbance Noise.*

The City noise standards are stated in ((SMC 10.08.020)) SMC 10.08D, Public Disturbance Noise. In addition, the department of Ecology has standards that apply to environments within which maximum permissible noise levels are established.

- Type of code amendment: **Minor**

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### 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583

*Replace the term “special use permit” with conditional use permit terminology in Appendix B.*

#### APPENDIX "B"

SMC 17E.050.080  
SMC 17E.050.230  
(ORD C33583)

#### SEPA EXEMPTION LEVELS MATRIX (INFORMATIONAL ONLY)

The following matrix serves for informational purposes only and should be interpreted as law. Departments may administratively update this matrix for information. See Washington Administrative Code (WAC) chapter 197-11, sections set forth in this ordinance for specific SEPA exemption rules and regulations.

ACTIVITY	EXEMPT	NON-EXEMPT
Rezone		X
Special Permit Use Permit When Project Meets Flexible Thresholds	X	

***Discussion: Amend to conditional use code terminology/citation for consistency. This can be done administratively per the matrix heading paragraph.***

Type of code amendment: **Minor**

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### 17F.010.050 (A) (1) Notice of Hearing

*Strikethrough cross reference to SMC section 11.11 and department of neighborhood services and code enforcement (repealed). Amend department title to current Developer Services Center.*

#### Section 17F.010.050 Notice of Hearing

##### A. Existing Building and Conservation Code.

1. ((Pursuant to chapter 11.11 SMC, notice of hearing,)) Notice of hearing by the building official is given by ((the department of neighborhood services and code enforcement)) the Developer Services Center in the complaint which is:
  - a. served personally or by certified mail with return receipt, or if the whereabouts of a person to be served cannot be ascertained, by publication once a week for two consecutive weeks in a legal newspaper, upon all persons having a record interest in the subject property; and
  - b. posted on the subject property; and
  - c. filed in the manner of a lis pendens in the office of the Spokane County auditor.

2. Personal service, service by certified mail and filing in the auditor's office are between ten and thirty days before the hearing. Posting and first publication are between fifteen and thirty days before the hearing.
  3. Notice of the public hearing of the hearing examiner on an appeal from the order of the building official is given by the office of the hearing examiner by personally serving on, or mailing to, the appellant and all persons having a record interest who have not disclaimed all interest, notice at least ten days prior to the hearing.
- B. Effect of Notice.
- The notice provisions of this chapter are not jurisdictional or exclusive. The failure of any person to receive notice under this section does not affect the validity of any hearing under this chapter. This section is subject to any specific notice provisions of state and federal law. This section does not prevent any City agency from adopting further provisions for notice by rule or preclude other methods of notice.
- Type of code amendment: **Minor**

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#### **17F.040.140 (A) Awnings**

*Delete 17F.040.140(A). IBC removed fixed awnings over a doorway to the building.*

#### [Chapter 17F.040](#) Building Code

#### [Section 17F.040.140](#) Awnings

In addition to the requirements of IBC Section 3105, these provisions apply:

- A. ~~((A fixed awning not more than ten feet in length may be erected over a doorway to the building.))~~

*Discussion: This clause is obsolete due to updates in the IBC. The rest of this section remains intact and is supported by the reference to the IBC.*

- Type of code amendment: **Minor**

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#### **17G.040.040 (B) Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria**

#### [Chapter 17G.040](#) Design Review Board Administration and Procedures

#### [Section 17G.040.040](#) Design Review Criteria

Design Review Criteria.

The board shall base its review, report, and/or recommendation on the following criteria:

- A. The requirements, guidelines, and applicable provisions of [Title 17 SMC](#) that apply to the property in question including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval.
- B. ~~((A summary of the design guidelines adopted by the City is found in the))~~ The Design Review Application Handbook, outlining the design review process, with application forms and submission checklists, is on file in the planning department.
- C. Design guidelines adopted by the City are on file in the planning department.

- Type of code amendment: **Minor**

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**17G.060.020 (A) (3) Administration and Procedures; Land Use Application Procedures; Director of Planning Services**

*Strikethrough Division B, Division C. Amend to Title 17B, Title 17C. Strikethrough cross-reference to chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC (repealed).*

Section 17G.060.020 Administration

A. Responsibility for the administration, application and interpretation of these procedures pursuant to this ordinance is as is set forth below:

1. The director of building services or his designee is responsible for [chapter 17E.050 SMC](#), Division F; [chapter 17G.010 SMC](#), Division I; and the development codes.
2. The director of engineering services or his designee is responsible for [chapter 17D.020 SMC](#), [chapter 17D.070 SMC](#), [chapter 17E.010 SMC](#), [chapter 17E.050 SMC](#), [chapter 17G.080 SMC](#), Division H and the development codes.
3. The director of planning services or his designee is responsible for SMC (( [Division B, Division C,](#)) [Title 17B and Title 17C](#) and (([chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC,](#)) [chapter 17D.010 SMC](#), [chapter 17D.060 SMC](#), [chapter 17D.080 SMC](#), [chapter 17D.090 SMC](#), [chapter 17E.020 SMC](#), [chapter 17E.030 SMC](#), [chapter 17E.040 SMC](#), [chapter 17E.050 SMC](#), [chapter 17E.060 SMC](#), [chapter 17E.070 SMC](#), [chapter 17G.020 SMC](#), [chapter 17G.030 SMC](#), [chapter 17G.040 SMC](#), [chapter 17G.060 SMC](#), [chapter 17G.070 SMC](#) and [chapter 17G.080 SMC](#)

- Type of code amendment: **Minor**

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**17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications; Application Requirements; PUD**

*Strikethrough cross-reference to chapter 11.19 (repealed) Amend with cross-reference to chapter 17C.110 and 17G.070.*

5. PUD.
  - a. Profiles of any structures more than one story, shown in relation to finished grade.
  - b. Location, dimension, and boundary of proposed open space.
  - c. Site plan demonstrating compliance with (([chapter 11.19 SMC](#))) [chapter 17C.110 and chapter 17G.070](#) including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.

- Type of code amendment: **Minor**

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**17G.070.220 (A) Administration and Procedures; Planned Unit Developments; Vesting**

*Strikethrough "Title 11 SMC and" (repealed)*

[Chapter 17G.070](#) Planned Unit Developments

Section 17G.070.220 Vesting

A. Applicability.

A planned unit development shall be reviewed under this chapter, the zoning,

development and other land use control ordinances contained in ((~~Title 11 SMC and~~)) [Title 17 SMC](#) of the Spokane Municipal Code, and any uncodified ordinances modifying the same, in effect on the date a concept plan application has been deemed fully complete by the City. For the purposes of this section, a vested concept plan application shall mean that the applicant is entitled to implement the planned unit development or any portion of it described in the application under the zoning, development and land use ordinances applied by the City in its review of the planned unit development application.

- Type of code amendment: **Minor**

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### **17G.080.070 (C) (5) Administration and Procedures; Subdivisions; Subdivision Design Standards; Design of Lots & Blocks**

*Strikethrough SMC 11.19.366; amend with insertion of SMC 17G.070.*

[Chapter 17G.080](#) Subdivisions

[Section 17G.080.070](#) Subdivision Design Standards

#### **C. Design of Lots and Blocks.**

1. The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of the street traffic, provision for utilities and recognition of limitations and opportunities of topography.
2. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines or a combination of the two, unless an alley is desired, in which case a block may be comprised of two closed polygons separated by the adjoining alley.
3. Blocks shall ordinarily be sufficient to allow for two tiers of lots of depths sufficient to meet the underlying zone. Double-frontage lots should be avoided.
4. All plat lots shall begin with lot one block one and shall be numbered consecutively by lots and blocks, provided that for plats sequenced by phasing, and which adjoin a previously recorded phase of the approved preliminary plat, lots may continue with lot one and the next consecutively sequenced block number. Lots from one plat shall not cross plat boundaries into another plat.
5. Lot widths, lot areas and frontage upon a public street (or private street within a PUD or binding site plan) shall conform to the underlying zone. For PUDs the hearing examiner may adjust the standards of the underlying zone subject to the provisions of ((~~SMC 11.19.366~~)) ([SMC 17G.070](#)) and for binding site plans the director may adjust the standards of the underlying zone subject to provision of [SMC 17G.060.170\(D\)\(4\)](#). Corner lots shall be designed to ensure setbacks are met from both streets. Lots shall be as nearly rectangular as possible with side lot lines approximately at right angles or radial to street lines.
6. Lots shall not be divided by the boundary of any zoning designation or public right-of-way.

7. Where a lot is plotted into one acre or more in size, the director may require an arrangement of the lot such as to permit a subsequent redivision in conformity with plans adopted by the City.
- Type of code amendment: **Minor**

## **ORDINANCE NO. C36025**

AN ORDINANCE relating to Environmental Standards, SEPA Categorical Exemptions and Threshold Determinations; amending Spokane Municipal Code (SMC) section 17E.050.080 Appendix B.

WHEREAS, the Planning Department and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code, which is codified at Title 17 of the Spokane Municipal Code (the "UDC"); and

WHEREAS, following a public hearing, the Plan Commission recently recommended approval of a number of minor amendments to the UDC, following the procedures set forth in SMC 17G.025.010; and

WHEREAS, prior to the Plan Commission hearing, staff requested comments from agencies and departments and the required public notices were published in the Spokesman Review on December 30, 2020, January 6, February 10, and February 17, 2021. The proposed UDC amendments were available for public review on the Planning and Development Services website on <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>; and

WHEREAS, the Plan Commission held several workshop sessions to study the proposed UDC amendments; and

WHEREAS, this action is categorically exempt from the State Environmental Policy Act (SEPA) RCW 43.21 as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, on November 5, 2020 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the UDC; and

WHEREAS, the City Plan Commission held a public hearing on February 24, 2021 to obtain public comments on the proposed UDC amendments; and

WHEREAS, the Plan Commission reviewed all public testimony received during the public hearings and made appropriate changes to the draft UDC amendments during its deliberations; and

WHEREAS, consistent with SMC 17G.025.010, the Plan Commission found (i) that the proposed UDC amendments are consistent with applicable provisions of the City of Spokane Comprehensive Plan, and (ii) that the proposed UDC amendments bear a substantial relation to public health, safety, welfare, and protection of the environment; and



WHEREAS, the Plan Commission's Findings of Fact, Conclusions, and Recommendations Regarding the Unified Development Code Maintenance Project – Phase 1, together with the Plan Commission's entire files relating to the same, are hereby incorporated into this ordinance.

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17E.050.080 Appendix B is amended to read as follows:

**Article III. Categorical Exemptions and Threshold Determinations;  
Section 17E.050.080 Categorical Exemptions – Applicability.**

- A. If a proposal fits within any of the provisions in SMC 17E.050.230 (Part Nine) and 17E.050.070, the proposal shall be categorically exempt from the threshold determination requirements (WAC 197-11-720), except when the proposal is a segment of a proposal that includes:
1. a series of actions, physically or functionally related to each other, some of which are categorically exempt and some of which are not; or
  2. a series of exempt actions that are physically or functionally related to each other, and that together may have a probable significant adverse environmental impact in the judgment of an agency with jurisdiction. If so, that agency shall be the lead agency unless the agencies with jurisdiction agree that another agency should be the lead agency. Agencies may petition the department of ecology to resolve disputes (WAC 197-11-946).

For such proposals, the agency or applicant may proceed with the exempt aspects of the proposals, prior to conducting environmental review, provided the requirements of WAC 197-11-070 are met. See Appendix B for an informational matrix of exempt and nonexempt activities.

- B. The lead agency is not required to document that a proposal is categorically exempt. The lead agency may note on an application that a proposal is categorically exempt or place such a determination in the agency's files.

## APPENDIX “B”

**SMC 17E.050.080**

**SMC 17E.050.230**

(ORD C33583)

### SEPA EXEMPTION LEVELS MATRIX (INFORMATIONAL ONLY)

The following matrix serves for informational purposes only and should not be interpreted as law. Departments may administratively update this matrix for their own information. See Washington Administrative Code (WAC) chapter 197-11, and the provisions set forth in this ordinance for specific SEPA exemption rules and regulations.

ACTIVITY	EXEMPT	NON-EXEMPT
Rezone		X
<del>((Special Permit Use Permit))</del> Conditional Use Permit When Project Meets Flexible Thresholds	X	
Variances (Not including change in use or density)	X	
Short Plats or Short Subdivisions	X <sup>1</sup>	
Short Plat Within Land Previously Platted		X
License for Discharge to Water		X
Activities Critical Areas		X <sup>2</sup>
Annexation Into A City	X	
License for Discharge to Air		X
< 20 Dwelling Units	X	
Agricultural Buildings <20,000 Square Foot	X	
Office, School, Commercial, Recreational, Service, Storage Buildings < 12,000 Square Feet And Up to 40 Parking Spaces	X	
Parking Lots < 40 Parking Spaces	X	
Landfills And Excavations < 500 Cubic Yards	X	

ACTIVITY	EXEMPT	NON-EXEMPT
Transit Stops	X	
Signs And Signals	X	
Minor Road Repair Including Pedestrian and Bike Facilities	X	
Additions To Building Below the Flexible Thresholds	X	
Building Demolition Below Flexible Thresholds	X	
Demolition of Buildings of Historic Significance		X
Underground Tanks < 10,000 gallons	X	
Vacation of Streets And Roads	X	
Hydrological Measuring Devices	X	
Survey and Boundary Markers	X	
Repair, Remodeling, Maintenance or Existing Structures	X <sup>1</sup>	
Minor Repair or Replacement of Structures	X <sup>1</sup>	
Dredging		X
Reconstruction/Maintenance Shoreline Protection Measures		X
Replacement of Utilities/ Utility Lines	X <sup>3</sup>	
Repair/Rebuilding Dams, Dikes or Reservoirs		X
Water Rights and Structures For <50 c/f/s of Surface Water for Irrigation	X	
Water Rights and Structures For 1 c/f/s or 2,250 g/p/m or Ground Water	X	
Sale, Transfer, Exchange or Lease of Land	X	

ACTIVITY	EXEMPT	NON-EXEMPT
Closure of Schools (Plan)	X	
Open Burning	X	
Variances Under the Clean Air Act	X	
Issuance, Renewal, Revision of Air Operating Permit	X	
Water Quality Certifications	X	
Activities of Fire and Law Enforcement Exempt Construction	X	
Proposal Or Adoption of Rules, Regulations, Resolutions Ordinance or Plan Relating To Procedures and Contains No Standards	X	
Adoption of State Building Codes	X	
Adoption of Noise Ordinances	X	
Installation, Construction, Relocation Of Utilities Except The Following: 1. Communication Towers or Relay Stations 2. Stormwater, Water and Sewer with lines > 8 inches 3. Electrical Facilities and Lines > 55,000 Volts	X <sup>1</sup>	
Grants Of Franchise By Agencies To Utilities	X	
Class I, II, II Forest Practice Permits/Regulations	X	
Recreational Sites Development <12 Campsites	X	
Watershed Restoration Projects Pursuant To a Restoration Plan	X	
Microcell Attached To Structure– No Residence or School On-site	X	

ACTIVITY	EXEMPT	NON-EXEMPT
Personal Wireless Service Antennas Attached To Structure– No Residence or School On-site And in a Commercial, Industrial, Forest or Agricultural Zone.	X	
Personal Wireless Service Tower <60 Feet In a Commercial, Industrial, Forest or Agricultural Zone.	X	

<sup>1</sup>Applies to land not covered by water.

<sup>2</sup>Under section 197-11-305 WAC, each County/City may adopt provisions to exclude exemptions listed in 197-11-800 for those sites listed in Critical Areas.

<sup>3</sup>Some utility replacements are non-exempt. See WAC for specifics (i.e. replacement of transmission line for natural gas is not exempt).

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**CITY OF SPOKANE PLAN COMMISSION**  
**FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS**  
**REGARDING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW**

A recommendation of the City of Spokane Plan Commission to the City Council to approve the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review (SMP PR). The SMP PR proposed amending Spokane Municipal Code (SMC) Title 17A Administration, Chapter 17A.020 Definitions, Sections 17A.020.040(R)(2) "D" Definitions, and Section 17A.020.060(S) "F" Definitions, Title 17E, Chapter 17E.060, Article II, Part II sections 17E.060.110 and 17E.060.150, Article IV 17E.060.290, 17E.060.300, 17E.060.340, Article VI Part II 17E.060.690, Article VII Part II 17E.060.770, 17E.060.790, Article VIII 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and Article V Part III 17E.060.380.

**FINDINGS OF FACT:**

- A. The Shoreline Master Program (SMP) Periodic Review (PR) is state mandated and led by the City of Spokane in close collaboration with Dept of Ecology. This project is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines.
- B. Authority for the periodic review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and revise it if necessary.
- C. The periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances.
- D. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy 7.1, Regulatory Structure, supports regulations that are predictable, reliable, and adaptable to changing living and working arrangements brought about by technological advancements and Land Use policy 7.2 calls out a continuing review process to periodically re-evaluate and direct city policies and regulations consistent with chapter 3 Vision and Values.
- E. The City elected to use the optional joint review process to combine the local and Ecology comment periods, as allowed under WAC 173-26-104. No additional comment period occurs during the state review process, however additional city review and comment periods have been provided. Comments provided to the City of Spokane are reviewed by both the City and Ecology.
- F. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.

- G. A State Environmental Protection Act (SEPA) Determination of Non-Significance was issued by Planning Services on December 23, 2020 and a 14-day comment period commenced January 5 - January 19, 2021. No comments were received during the comment period.
- H. The City SMP was reviewed against Dept of Ecology Periodic Review checklist as required; analysis submitted to Ecology. Necessary amendments were identified, and the Draft Amendment Proposal prepared, shared with agencies for review, and uploaded online. An email database of interested parties is maintained for regular communications. Information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020. The Community Assembly was briefed on December 3, 2020.
- I. A notice of Joint Public Comment Period with Ecology and City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification.
- J. Plan Commission hearing legal notices were published in the Spokesman-Review February 10, and February 17, 2021.
- K. The Plan Commission held a public hearing on February 24 to obtain public input on the proposed amendments, if any.

#### **CONCLUSIONS:**

- A. The Plan Commission has reviewed all public testimony received during the public hearing.
- B. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the comprehensive plan and that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment.

#### **RECOMMENDATION:**

In the matter of the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review, by unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code, as mandated by the State of Washington Shoreline Management Act RCW 90.58 eight year cycle of review.

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Todd Beyreuther (Mar 2, 2021 16:48 PST)

**Todd Beyreuther, President**  
**Spokane Plan Commission**  
March 3, 2021



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

03/22/2021

**Date Rec'd**

3/5/2021

**Clerk's File #**

ORD C36026

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

AMANDA BECK 625-6414

**Project #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0650 - SPOKANE MUNICIPAL CODE TITLE 17F AMENDMENT

**Agenda Wording**

An Ordinance to amend the Spokane Municipal Code, sections 17F.010.050 Notice of Hearing and 7F.040.140 Awnings.

**Summary (Background)**

The proposed amendments are part of a series of five City-initiated minor amendments intended to respond to needed corrections, changing conditions, and improvements to the Spokane Municipal Code. The amendments to Title 17F include updating department names and clarifying building requirements. Collectively, the proposed changes to the SMC are minor and are therefore categorically exempt from SEPA RCW 43.21.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MEULER, LOUIS

**Study Session\Other**PC-9/23/20 & 11/11/20,  
UE 1/11/21, CA 12/3/20**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHMAN, JAMES

abeck@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lmeuler@spokanecity.org

**Additional Approvals**

tblack@spokanecity.org

**Purchasing**

jrichman@spokanecity.org

sbishop@spokanecity.org

# City Council Urban Experience Briefing Paper

## Spokane Municipal Code Maintenance Project - Phase I

### January 11, 2021

<b>Division &amp; Department:</b>	Planning Services
<b>Subject:</b>	Code Maintenance - various chapters of Spokane Municipal Code
<b>Date:</b>	January 11, 2021
<b>Contact (email &amp; phone):</b>	625-6087 mwittstruck@spokanecity.org
<b>City Council Sponsor:</b>	Councilmember Mumm
<b>Executive Sponsor:</b>	Tirrell Black
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Hearing <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Shaping Spokane Comprehensive Plan 2017 Chapter 3 Land Use policy 7.2 calls out a continuing review process; Strategic Plan.
<b>Strategic Initiative:</b>	Continuous Improvement and Innovation, Sustainable City, Customer Service.
<b>Deadline:</b>	Project Phase I complete March 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Amend Phase I of Spokane Municipal Code (SMC) for Maintenance in legislative action. Internal review completed November 2020.

#### Background

The 2020 Unified Development Code (UDC) Maintenance Project is a list of proposals for changes to some Titles in the Spokane Municipal Code (SMC). These are most often proposed by city staff over time. The Maintenance project purpose is to respond to needed corrections, changing conditions, and the potential for improvements for all users.

- First overall maintenance effort undertaken and adopted since 2015.
- Various SMC Titles are included, but primarily Title 17.
- Periodic maintenance of the SMC is intended to aid the public in preparing applications for development and reviews by staff relying on code citations and the enforcement of same.
- This proposal is Phase I of a multi-phase effort for overall maintenance of the SMC. This is not proposing new code but is a general housekeeping for documented issues.
- Phase I consists of minor corrections.
- Phase I proposed amendments are categorically exempt from State Environmental Policy Act (SEPA) as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b).

#### **Categorization of proposed Maintenance Amendments**

**Minor:** These include corrections to cross references to repealed or renumbered sections in Titles; an example is the recent repeal of sections of chapter 11.19 that remain in Title 17 SMC. In some cases, redundant phrasing, or inaccurate word choice without changing meaning or substance are also categorized as minor.

Later phases anticipated in 2021 are the next two categories, CLARIFICATION and SUBSTANTIVE.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

Executive Summary

This update is for Phase I of the Unified Development Code Cleanup. This code maintenance project was reviewed at the September 23 and November 11, 2020 Plan Commission workshops. A Plan Commission hearing is scheduled for January 13, 2021. The online project page can be viewed here: <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required: Legislative repeal action.

Known challenges/barriers: None.

**Attachments:**

- Code Maintenance Table of Contents and Review Guide
- Draft Ordinance

**Unified Development Code (SMC) Maintenance Project 2020**  
**PHASE I - Review Guide**  
**December 29, 2020**

**Introduction**

The attached document represents a list of proposed amendments to the Spokane Municipal Code collected by City staff since 2015 and now proposed for amendments. SMC Maintenance will be phased; this is Phase I. To help understand the types of changes that are recommended, proposed maintenance amendments have historically been categorized under three types.

The three types are:

**Minor:** These include changes such as corrections to cross references to a repealed section of SMC. For example, repealed sections of chapter 11.19 found in Title 17. Other types of changes include striking redundant phrasing, obsolete code due to state changes, or providing more accurate process description without changing meaning or substance.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

**Phase I** of the UDC Title 17 Maintenance Project consists of **Minor** changes and is scheduled for Plan Commission Hearing January 13, 2021, after previous review in September and November 2020.

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**Table of Contents**

**Phase I Code Maintenance - sections of code proposed for minor amendments**

1. SMC 04.13.015(E) Administrative Agencies and Procedures; Design Review Board
2. SMC 17C.110.100(B) & (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)
3. SMC 17C.124.110 (A)(7)(a) Downtown Zones; Limited Use Standards; Industrial Limitation
4. SMC 17C.220.060 Land Use Standards; Off-site Impacts; Noise
5. SMC 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583

6. SMC 17F.010.050(A)(1) Notice of Hearing
7. SMC 17F.040.140(A) Awnings
8. SMC 17G.040.040(B) Administration and Procedures; Design Review Board  
Administration and Procedures; Design Review Criteria
9. SMC 17G.060.020(A)(3) Administration and Procedures; Land Use Application  
Procedures; Director of Planning Services
10. SMC 17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications;  
Application Requirements; PUD
11. SMC 17G.070.220(A) Planned Unit Developments; Vesting
12. SMC 17G.080.070(C)(5) Administration and Procedures; Subdivisions; Subdivision  
Design Standards; Design of Lots & Blocks

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**04.13.015 (E) Administrative Agencies and Procedures; Design Review Board**  
*Strikethrough “development and amend with “design” in both locations in this clause (E).*  
[Section 04.13.015](#) Design Review Board

**Purpose.**

The design review board is hereby established to:

- A. improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code;
  - B. ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City’s comprehensive plan;
  - C. advocate for the aesthetic quality of Spokane’s public realm;
  - D. encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit;
  - E. provide flexibility in the application of ((development)) **design standards as allowed through ((development)) design** standard departures; and
  - F. ensure that public facilities and projects within the City’s right-of-way:
    1. wisely allocate the City’s resources,
    2. serve as models of design quality.
- Type of code amendment: **Minor**

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**17C.110.100 (B) and (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)**

*Amend "Design Criteria" to "Decision Criteria"*

Section 17C.110.100 Residential Zone Primary Uses

A. Permitted Uses (P). Uses permitted in the residential zones are listed in [Table 17C.110-1](#) with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L). Uses permitted that are subject to limitations are listed in [Table 17C.110-1](#) with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in [SMC 17C.320.080](#), ((~~Design Criteria~~)) **Decision Criteria**, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from [Table 17C.110-1](#).

C. Conditional Uses (CU). Uses that are allowed if approved through the conditional use review process are listed in [Table 17C.110-1](#) with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in [SMC 17C.320.080](#), ((~~Design Criteria~~)) **Decision Criteria**, is also subject to the standards of this chapter. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC](#), Conditional Uses

***Discussion: Consistency: Chapter 17C.320 Conditional Uses, Section 17C.320.080 is titled "Decision Criteria"***

- Type of code amendment: **Minor**

---

**17C.124.110 (A) (7) (a) Downtown Zones; Limited Use Standards; Industrial Limitation**

*Strike one of the redundant phrases "Limited industrial uses are allowed." "Only limited industrial uses are allowed."*

**7. Industrial Limitation.**

This regulation applies to all parts of [Table 17C.124-1](#) that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning director determines that the proposed use will not be able to comply with the off-site impact standards of [chapter 17C.220 SMC](#), the planning director may require documentation that the development will be modified to conform with the standards.

- a. **Limited industrial uses are allowed.** ((~~Only limited industrial uses are allowed.~~)) Industrial uses more intensive than the limited industrial definition are not allowed.
- Type of code amendment: **Minor**
-

### 17C.220.060 Land Use Standards; Off-site Impacts; Noise

*Amend cross reference from SMC 10.08.020 Public Disturbance Noise (repealed) to SMC 10.08D.090, Public Disturbance Noise.*

The City noise standards are stated in ((SMC 10.08.020)) SMC 10.08D, Public Disturbance Noise. In addition, the department of Ecology has standards that apply to environments within which maximum permissible noise levels are established.

- Type of code amendment: **Minor**

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### 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583

*Replace the term "special use permit" with conditional use permit terminology in Appendix B.*

#### APPENDIX "B"

SMC 17E.050.080  
SMC 17E.050.230  
(ORD C33583)

#### SEPA EXEMPTION LEVELS MATRIX (INFORMATIONAL ONLY)

The following matrix serves for informational purposes only and should be interpreted as law. Departments may administratively update this matrix for information. See Washington Administrative Code (WAC) chapter 197-11, sections set forth in this ordinance for specific SEPA exemption rules and regulations.

ACTIVITY	EXEMPT	NON-EXEMPT
Rezone		X
Special Permit Use Permit When Project Meets Flexible Thresholds	X	

***Discussion: Amend to conditional use code terminology/citation for consistency. This can be done administratively per the matrix heading paragraph.***

Type of code amendment: **Minor**

---

### 17F.010.050 (A) (1) Notice of Hearing

*Strikethrough cross reference to SMC section 11.11 and department of neighborhood services and code enforcement (repealed). Amend department title to current Developer Services Center.*

#### Section 17F.010.050 Notice of Hearing

##### A. Existing Building and Conservation Code.

1. ((Pursuant to chapter 11.11 SMC, notice of hearing,)) Notice of hearing by the building official is given by ((the department of neighborhood services and code enforcement)) the Developer Services Center in the complaint which is:
  - a. served personally or by certified mail with return receipt, or if the whereabouts of a person to be served cannot be ascertained, by publication once a week for two consecutive weeks in a legal newspaper, upon all persons having a record interest in the subject property; and
  - b. posted on the subject property; and
  - c. filed in the manner of a lis pendens in the office of the Spokane County auditor.

2. Personal service, service by certified mail and filing in the auditor's office are between ten and thirty days before the hearing. Posting and first publication are between fifteen and thirty days before the hearing.
  3. Notice of the public hearing of the hearing examiner on an appeal from the order of the building official is given by the office of the hearing examiner by personally serving on, or mailing to, the appellant and all persons having a record interest who have not disclaimed all interest, notice at least ten days prior to the hearing.
- B. Effect of Notice.
- The notice provisions of this chapter are not jurisdictional or exclusive. The failure of any person to receive notice under this section does not affect the validity of any hearing under this chapter. This section is subject to any specific notice provisions of state and federal law. This section does not prevent any City agency from adopting further provisions for notice by rule or preclude other methods of notice.
- Type of code amendment: **Minor**

---

#### **17F.040.140 (A) Awnings**

*Delete 17F.040.140(A). IBC removed fixed awnings over a doorway to the building.*

#### [Chapter 17F.040](#) Building Code

#### [Section 17F.040.140](#) Awnings

In addition to the requirements of IBC Section 3105, these provisions apply:

- A. ~~((A fixed awning not more than ten feet in length may be erected over a doorway to the building.))~~

*Discussion: This clause is obsolete due to updates in the IBC. The rest of this section remains intact and is supported by the reference to the IBC.*

- Type of code amendment: **Minor**

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#### **17G.040.040 (B) Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria**

#### [Chapter 17G.040](#) Design Review Board Administration and Procedures

#### [Section 17G.040.040](#) Design Review Criteria

Design Review Criteria.

The board shall base its review, report, and/or recommendation on the following criteria:

- A. The requirements, guidelines, and applicable provisions of [Title 17 SMC](#) that apply to the property in question including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval.
- B. ~~((A summary of the design guidelines adopted by the City is found in the))~~ The Design Review Application Handbook, outlining the design review process, with application forms and submission checklists, is on file in the planning department.
- C. Design guidelines adopted by the City are on file in the planning department.



- Type of code amendment: **Minor**

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**17G.060.020 (A) (3) Administration and Procedures; Land Use Application Procedures; Director of Planning Services**

*Strikethrough Division B, Division C. Amend to Title 17B, Title 17C. Strikethrough cross-reference to chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC (repealed).*

Section 17G.060.020 Administration

A. Responsibility for the administration, application and interpretation of these procedures pursuant to this ordinance is as is set forth below:

1. The director of building services or his designee is responsible for [chapter 17E.050 SMC](#), Division F; [chapter 17G.010 SMC](#), Division I; and the development codes.
2. The director of engineering services or his designee is responsible for [chapter 17D.020 SMC](#), [chapter 17D.070 SMC](#), [chapter 17E.010 SMC](#), [chapter 17E.050 SMC](#), [chapter 17G.080 SMC](#), Division H and the development codes.
3. The director of planning services or his designee is responsible for SMC (( [Division B, Division C,](#)) [Title 17B and Title 17C](#) and (([chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC,](#)) [chapter 17D.010 SMC](#), [chapter 17D.060 SMC](#), [chapter 17D.080 SMC](#), [chapter 17D.090 SMC](#), [chapter 17E.020 SMC](#), [chapter 17E.030 SMC](#), [chapter 17E.040 SMC](#), [chapter 17E.050 SMC](#), [chapter 17E.060 SMC](#), [chapter 17E.070 SMC](#), [chapter 17G.020 SMC](#), [chapter 17G.030 SMC](#), [chapter 17G.040 SMC](#), [chapter 17G.060 SMC](#), [chapter 17G.070 SMC](#) and [chapter 17G.080 SMC](#)

- Type of code amendment: **Minor**

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**17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications; Application Requirements; PUD**

*Strikethrough cross-reference to chapter 11.19 (repealed) Amend with cross-reference to chapter 17C.110 and 17G.070.*

5. PUD.
  - a. Profiles of any structures more than one story, shown in relation to finished grade.
  - b. Location, dimension, and boundary of proposed open space.
  - c. Site plan demonstrating compliance with (([chapter 11.19 SMC](#))) [chapter 17C.110 and chapter 17G.070](#) including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.

- Type of code amendment: **Minor**

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**17G.070.220 (A) Administration and Procedures; Planned Unit Developments; Vesting**

*Strikethrough "Title 11 SMC and" (repealed)*

[Chapter 17G.070](#) Planned Unit Developments

Section 17G.070.220 Vesting

A. Applicability.

A planned unit development shall be reviewed under this chapter, the zoning,

development and other land use control ordinances contained in ((~~Title 11 SMC and~~)) [Title 17 SMC](#) of the Spokane Municipal Code, and any uncodified ordinances modifying the same, in effect on the date a concept plan application has been deemed fully complete by the City. For the purposes of this section, a vested concept plan application shall mean that the applicant is entitled to implement the planned unit development or any portion of it described in the application under the zoning, development and land use ordinances applied by the City in its review of the planned unit development application.

- Type of code amendment: **Minor**

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### **17G.080.070 (C) (5) Administration and Procedures; Subdivisions; Subdivision Design Standards; Design of Lots & Blocks**

*Strikethrough SMC 11.19.366; amend with insertion of SMC 17G.070.*

[Chapter 17G.080](#) Subdivisions

[Section 17G.080.070](#) Subdivision Design Standards

#### **C. Design of Lots and Blocks.**

1. The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of the street traffic, provision for utilities and recognition of limitations and opportunities of topography.
2. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines or a combination of the two, unless an alley is desired, in which case a block may be comprised of two closed polygons separated by the adjoining alley.
3. Blocks shall ordinarily be sufficient to allow for two tiers of lots of depths sufficient to meet the underlying zone. Double-frontage lots should be avoided.
4. All plat lots shall begin with lot one block one and shall be numbered consecutively by lots and blocks, provided that for plats sequenced by phasing, and which adjoin a previously recorded phase of the approved preliminary plat, lots may continue with lot one and the next consecutively sequenced block number. Lots from one plat shall not cross plat boundaries into another plat.
5. Lot widths, lot areas and frontage upon a public street (or private street within a PUD or binding site plan) shall conform to the underlying zone. For PUDs the hearing examiner may adjust the standards of the underlying zone subject to the provisions of ((~~SMC 11.19.366~~)) ([SMC 17G.070](#)) and for binding site plans the director may adjust the standards of the underlying zone subject to provision of [SMC 17G.060.170\(D\)\(4\)](#). Corner lots shall be designed to ensure setbacks are met from both streets. Lots shall be as nearly rectangular as possible with side lot lines approximately at right angles or radial to street lines.
6. Lots shall not be divided by the boundary of any zoning designation or public right-of-way.

7. Where a lot is plotted into one acre or more in size, the director may require an arrangement of the lot such as to permit a subsequent redivision in conformity with plans adopted by the City.
- Type of code amendment: **Minor**

## **ORDINANCE NO. C36026**

AN ORDINANCE relating to Construction Standards, Notice of Hearing, and Awnings; amending Spokane Municipal Code (SMC) sections 17F.010.050 and 7F.040.140.

WHEREAS, the Planning Department and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code, which is codified at Title 17 of the Spokane Municipal Code (the "UDC"); and

WHEREAS, following a public hearing, the Plan Commission recently recommended approval of a number of minor amendments to the UDC, following the procedures set forth in SMC 17G.025.010; and

WHEREAS, prior to the Plan Commission hearing, staff requested comments from agencies and departments and the required public notices were published in the Spokesman Review on December 30, 2020, January 6, February 10, and February 17, 2021. The proposed UDC amendments were available for public review on the Planning and Development Services website on <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>; and

WHEREAS, the Plan Commission held several workshop sessions to study the proposed UDC amendments; and

WHEREAS, this action is categorically exempt from the State Environmental Policy Act (SEPA) RCW 43.21 as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, on November 5, 2020 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the UDC; and

WHEREAS, the City Plan Commission held a public hearing on February 24, 2021 to obtain public comments on the proposed UDC amendments; and

WHEREAS, the Plan Commission reviewed all public testimony received during the public hearings and made appropriate changes to the draft UDC amendments during its deliberations; and

WHEREAS, consistent with SMC 17G.025.010, the Plan Commission found (i) that the proposed UDC amendments are consistent with applicable provisions of the City of Spokane Comprehensive Plan, and (ii) that the proposed UDC amendments bear a substantial relation to public health, safety, welfare, and protection of the environment; and

WHEREAS, the Plan Commission's Findings of Fact, Conclusions, and Recommendations Regarding the Unified Development Code Maintenance Project – Phase 1, together with the Plan Commission's entire files relating to the same, are hereby incorporated into this ordinance.

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17F.010.050 (A) (1) is amended to read as follows:

**17F.010.050(A)(1) Construction Standards; General Provisions; Notice of Hearing.**

Section 17F.010.050 Notice of Hearing

A. Existing Building and Conservation Code.

1. ~~((Pursuant to chapter 11.11 SMC, notice of hearing,))~~ Notice of hearing by the building official is given by ~~((the department of neighborhood services and code enforcement))~~ the Developer Services Center in the complaint which is:
  - a. served personally or by certified mail with return receipt, or if the whereabouts of a person to be served cannot be ascertained, by publication once a week for two consecutive weeks in a legal newspaper, upon all persons having a record interest in the subject property; and
  - b. posted on the subject property; and
  - c. filed in the manner of a lis pendens in the office of the Spokane County auditor.
2. Personal service, service by certified mail and filing in the auditor's office are between ten and thirty days before the hearing. Posting and first publication are between fifteen and thirty days before the hearing.
3. Notice of the public hearing of the hearing examiner on an appeal from the order of the building official is given by the office of the hearing examiner by personally serving on, or mailing to, the appellant and all persons having a record interest who have not disclaimed all interest, notice at least ten days prior to the hearing.

B. Effect of Notice.

The notice provisions of this chapter are not jurisdictional or exclusive. The failure of any person to receive notice under this section does not affect the validity of any hearing under this chapter. This section is subject to any specific notice provisions of state and federal law. This section does not prevent any City agency from adopting further provisions for notice by rule or preclude other methods of notice.

Section 2. That SMC section 17F.040.140 is amended to read as follows:

**17F.040.140(A) Construction Standards; Building Code; Awnings.**

Section 17F.040.140 Awnings

In addition to the requirements of IBC Section 3105, these provisions apply:

- ~~A. ((A fixed awning not more than ten feet in length may be erected over a doorway to the building.))~~
- A. An awning which defines an entrance to a nonresidential use and which provides shelter between a passenger loading point and the entrance may be installed in accordance with the standards of this section so long as any portion of the awning that does not project at least forty-two inches over the pedestrian way is confined along the facade to a width not to exceed the width of the doorway plus six feet on both sides.
- B. Projection.  
Awnings may extend over public property (whether the building is conforming or nonconforming) but no portion shall extend nearer than two feet to the face of the nearest curb line measured horizontally.
- C. An awning which projects more than eighteen inches into the public right-of-way must provide a minimum forty-two-inch coverage over any sidewalk adjacent to the property.
- D. Clearance.  
All portions of any awning shall be at least eight but not more than twelve feet above any public walkway.

EXCEPTION: Any valance attached to an awning shall not project above the roof of the awning at the point of attachment and shall not extend more than twelve inches below the roof of the awning at the point of attachment, but in no case shall any portion of a valance be less than seven feet in height above a public way.

- E. Signs.  
If an awning also carries advertising copy, the copy is regulated as a sign, but the awning is not thereby exempted from the provisions of this chapter as provided in Section 3107.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**CITY OF SPOKANE PLAN COMMISSION  
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS  
REGARDING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW**

A recommendation of the City of Spokane Plan Commission to the City Council to approve the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review (SMP PR). The SMP PR proposed amending Spokane Municipal Code (SMC) Title 17A Administration, Chapter 17A.020 Definitions, Sections 17A.020.040(R)(2) "D" Definitions, and Section 17A.020.060(S) "F" Definitions, Title 17E, Chapter 17E.060, Article II, Part II sections 17E.060.110 and 17E.060.150, Article IV 17E.060.290, 17E.060.300, 17E.060.340, Article VI Part II 17E.060.690, Article VII Part II 17E.060.770, 17E.060.790, Article VIII 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and Article V Part III 17E.060.380.

**FINDINGS OF FACT:**

- A. The Shoreline Master Program (SMP) Periodic Review (PR) is state mandated and led by the City of Spokane in close collaboration with Dept of Ecology. This project is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines.
- B. Authority for the periodic review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and revise it if necessary.
- C. The periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances.
- D. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy 7.1, Regulatory Structure, supports regulations that are predictable, reliable, and adaptable to changing living and working arrangements brought about by technological advancements and Land Use policy 7.2 calls out a continuing review process to periodically re-evaluate and direct city policies and regulations consistent with chapter 3 Vision and Values.
- E. The City elected to use the optional joint review process to combine the local and Ecology comment periods, as allowed under WAC 173-26-104. No additional comment period occurs during the state review process, however additional city review and comment periods have been provided. Comments provided to the City of Spokane are reviewed by both the City and Ecology.
- F. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.



- G. A State Environmental Protection Act (SEPA) Determination of Non-Significance was issued by Planning Services on December 23, 2020 and a 14-day comment period commenced January 5 - January 19, 2021. No comments were received during the comment period.
- H. The City SMP was reviewed against Dept of Ecology Periodic Review checklist as required; analysis submitted to Ecology. Necessary amendments were identified, and the Draft Amendment Proposal prepared, shared with agencies for review, and uploaded online. An email database of interested parties is maintained for regular communications. Information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020. The Community Assembly was briefed on December 3, 2020.
- I. A notice of Joint Public Comment Period with Ecology and City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification.
- J. Plan Commission hearing legal notices were published in the Spokesman-Review February 10, and February 17, 2021.
- K. The Plan Commission held a public hearing on February 24 to obtain public input on the proposed amendments, if any.

#### **CONCLUSIONS:**

- A. The Plan Commission has reviewed all public testimony received during the public hearing.
- B. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the comprehensive plan and that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment.

#### **RECOMMENDATION:**

In the matter of the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review, by unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code, as mandated by the State of Washington Shoreline Management Act RCW 90.58 eight year cycle of review.

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Todd Beyreuther (Mar 2, 2021 16:48 PST)

**Todd Beyreuther, President**  
**Spokane Plan Commission**  
March 3, 2021

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

03/22/2021

**Date Rec'd**

3/5/2021

**Clerk's File #**

ORD C36027

**Renews #****Submitting Dept**PLANNING & ECONOMIC  
DEVELOPMENT**Cross Ref #****Contact Name/Phone**

AMANDA BECK 625-6414

**Project #****Contact E-Mail**

ABECK@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0650 - SPOKANE MUNICIPAL CODE TITLE 17G AMENDMENT

**Agenda Wording**

An Ordinance to amend the Spokane Municipal Code, sections 17G.040.040 Design Review Criteria, 17G.060.020 Administration, 17G.060.070 PUD, 17G.070.220 Vesting, and 17G.080.070 Subdivision Design Standards.

**Summary (Background)**

The proposed amendments are part of a series of five City-initiated minor amendments intended to respond to needed corrections, changing conditions, and improvements to the Spokane Municipal Code. The amendments to Title 17G include clarifying language and updating cross-references to other code sections. Collectively, the proposed changes to the SMC are categorically exempt under WAC 197-11-800 (19).

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

MEULER, LOUIS

**Study Session\Other**PC-9/23/20 & 11/11/20,  
UE 1/11/21, CA 12/3/20**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

RICHTMAN, JAMES

abeck@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lmeuler@spokanecity.org

**Additional Approvals**

tblack@spokanecity.org

**Purchasing**

jrichman@spokanecity.org

sbishop@spokanecity.org

# City Council Urban Experience Briefing Paper

## Spokane Municipal Code Maintenance Project - Phase I

### January 11, 2021

<b>Division &amp; Department:</b>	Planning Services
<b>Subject:</b>	Code Maintenance - various chapters of Spokane Municipal Code
<b>Date:</b>	January 11, 2021
<b>Contact (email &amp; phone):</b>	625-6087 mwittstruck@spokanecity.org
<b>City Council Sponsor:</b>	Councilmember Mumm
<b>Executive Sponsor:</b>	Tirrell Black
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Hearing <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Shaping Spokane Comprehensive Plan 2017 Chapter 3 Land Use policy 7.2 calls out a continuing review process; Strategic Plan.
<b>Strategic Initiative:</b>	Continuous Improvement and Innovation, Sustainable City, Customer Service.
<b>Deadline:</b>	Project Phase I complete March 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Amend Phase I of Spokane Municipal Code (SMC) for Maintenance in legislative action. Internal review completed November 2020.

#### Background

The 2020 Unified Development Code (UDC) Maintenance Project is a list of proposals for changes to some Titles in the Spokane Municipal Code (SMC). These are most often proposed by city staff over time. The Maintenance project purpose is to respond to needed corrections, changing conditions, and the potential for improvements for all users.

- First overall maintenance effort undertaken and adopted since 2015.
- Various SMC Titles are included, but primarily Title 17.
- Periodic maintenance of the SMC is intended to aid the public in preparing applications for development and reviews by staff relying on code citations and the enforcement of same.
- This proposal is Phase I of a multi-phase effort for overall maintenance of the SMC. This is not proposing new code but is a general housekeeping for documented issues.
- Phase I consists of minor corrections.
- Phase I proposed amendments are categorically exempt from State Environmental Policy Act (SEPA) as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b).

#### **Categorization of proposed Maintenance Amendments**

**Minor:** These include corrections to cross references to repealed or renumbered sections in Titles; an example is the recent repeal of sections of chapter 11.19 that remain in Title 17 SMC. In some cases, redundant phrasing, or inaccurate word choice without changing meaning or substance are also categorized as minor.

Later phases anticipated in 2021 are the next two categories, CLARIFICATION and SUBSTANTIVE.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

Executive Summary

This update is for Phase I of the Unified Development Code Cleanup. This code maintenance project was reviewed at the September 23 and November 11, 2020 Plan Commission workshops. A Plan Commission hearing is scheduled for January 13, 2021. The online project page can be viewed here: <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required: Legislative repeal action.

Known challenges/barriers: None.

**Attachments:**

- Code Maintenance Table of Contents and Review Guide
- Draft Ordinance

**Unified Development Code (SMC) Maintenance Project 2020**  
**PHASE I - Review Guide**  
**December 29, 2020**

**Introduction**

The attached document represents a list of proposed amendments to the Spokane Municipal Code collected by City staff since 2015 and now proposed for amendments. SMC Maintenance will be phased; this is Phase I. To help understand the types of changes that are recommended, proposed maintenance amendments have historically been categorized under three types.

The three types are:

**Minor:** These include changes such as corrections to cross references to a repealed section of SMC. For example, repealed sections of chapter 11.19 found in Title 17. Other types of changes include striking redundant phrasing, obsolete code due to state changes, or providing more accurate process description without changing meaning or substance.

**Clarification:** These include changes such as fixing conflicting provisions within the code or fixing code provisions that were either oversights or mistakes when the code was adopted.

**Substantive:** These include changes such as adjusting permitted uses, adjusting a development standard, or improving the practical application of the code.

**Phase I** of the UDC Title 17 Maintenance Project consists of **Minor** changes and is scheduled for Plan Commission Hearing January 13, 2021, after previous review in September and November 2020.

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**Table of Contents**

**Phase I Code Maintenance - sections of code proposed for minor amendments**

1. SMC 04.13.015(E) Administrative Agencies and Procedures; Design Review Board
2. SMC 17C.110.100(B) & (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)
3. SMC 17C.124.110 (A)(7)(a) Downtown Zones; Limited Use Standards; Industrial Limitation
4. SMC 17C.220.060 Land Use Standards; Off-site Impacts; Noise
5. SMC 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583

6. SMC 17F.010.050(A)(1) Notice of Hearing
7. SMC 17F.040.140(A) Awnings
8. SMC 17G.040.040(B) Administration and Procedures; Design Review Board  
Administration and Procedures; Design Review Criteria
9. SMC 17G.060.020(A)(3) Administration and Procedures; Land Use Application  
Procedures; Director of Planning Services
10. SMC 17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications;  
Application Requirements; PUD
11. SMC 17G.070.220(A) Planned Unit Developments; Vesting
12. SMC 17G.080.070(C)(5) Administration and Procedures; Subdivisions; Subdivision  
Design Standards; Design of Lots & Blocks

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**04.13.015 (E) Administrative Agencies and Procedures; Design Review Board**  
*Strikethrough “development and amend with “design” in both locations in this clause (E).*  
[Section 04.13.015](#) Design Review Board

**Purpose.**

The design review board is hereby established to:

- A. improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code;
  - B. ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City’s comprehensive plan;
  - C. advocate for the aesthetic quality of Spokane’s public realm;
  - D. encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit;
  - E. provide flexibility in the application of ((development)) **design standards as allowed through ((development)) design** standard departures; and
  - F. ensure that public facilities and projects within the City’s right-of-way:
    1. wisely allocate the City’s resources,
    2. serve as models of design quality.
- Type of code amendment: **Minor**

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**17C.110.100 (B) and (C) Residential Zones; Residential Zones Primary Uses; Limited Uses (L) and Conditional Uses (CU)**

*Amend "Design Criteria" to "Decision Criteria"*

Section 17C.110.100 Residential Zone Primary Uses

A. Permitted Uses (P). Uses permitted in the residential zones are listed in [Table 17C.110-1](#) with a "P." These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L). Uses permitted that are subject to limitations are listed in [Table 17C.110-1](#) with an "L." These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in [SMC 17C.320.080, \(\(Design Criteria\)\) Decision Criteria](#), is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from [Table 17C.110-1](#).

C. Conditional Uses (CU). Uses that are allowed if approved through the conditional use review process are listed in [Table 17C.110-1](#) with a "CU." These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards and other standards of this chapter. Uses listed with a "CU" that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in [SMC 17C.320.080, \(\(Design Criteria\)\) Decision Criteria](#), is also subject to the standards of this chapter. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC, Conditional Uses](#)

***Discussion: Consistency: Chapter 17C.320 Conditional Uses, Section 17C.320.080 is titled "Decision Criteria"***

- Type of code amendment: **Minor**

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**17C.124.110 (A) (7) (a) Downtown Zones; Limited Use Standards; Industrial Limitation**

*Strike one of the redundant phrases "Limited industrial uses are allowed." "Only limited industrial uses are allowed."*

**7. Industrial Limitation.**

This regulation applies to all parts of [Table 17C.124-1](#) that have a [7]. These types of uses are limited to assure that they will not dominate the downtown area and to limit their potential impacts on residential and commercial uses. In addition, if the planning director determines that the proposed use will not be able to comply with the off-site impact standards of [chapter 17C.220 SMC](#), the planning director may require documentation that the development will be modified to conform with the standards.

- a. **Limited industrial uses are allowed. ((Only limited industrial uses are allowed.))** Industrial uses more intensive than the limited industrial definition are not allowed.
- Type of code amendment: **Minor**



### 17C.220.060 Land Use Standards; Off-site Impacts; Noise

*Amend cross reference from SMC 10.08.020 Public Disturbance Noise (repealed) to SMC 10.08D.090, Public Disturbance Noise.*

The City noise standards are stated in ((SMC 10.08.020)) SMC 10.08D, Public Disturbance Noise. In addition, the department of Ecology has standards that apply to environments within which maximum permissible noise levels are established.

- Type of code amendment: **Minor**

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### 17E.050.080 SEPA; Article III Categorical Exemptions & Threshold Determinations; Categorical Exemptions-Applicability; Appendix B C33583

*Replace the term "special use permit" with conditional use permit terminology in Appendix B.*

#### APPENDIX "B"

SMC 17E.050.080  
SMC 17E.050.230  
(ORD C33583)

#### SEPA EXEMPTION LEVELS MATRIX (INFORMATIONAL ONLY)

The following matrix serves for informational purposes only and should be interpreted as law. Departments may administratively update this matrix for information. See Washington Administrative Code (WAC) chapter 197-11, sections set forth in this ordinance for specific SEPA exemption rules and regulations.

ACTIVITY	EXEMPT	NON-EXEMPT
Rezone		X
Special Permit Use Permit When Project Meets Flexible Thresholds	X	

***Discussion: Amend to conditional use code terminology/citation for consistency. This can be done administratively per the matrix heading paragraph.***

Type of code amendment: **Minor**

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### 17F.010.050 (A) (1) Notice of Hearing

*Strikethrough cross reference to SMC section 11.11 and department of neighborhood services and code enforcement (repealed). Amend department title to current Developer Services Center.*

#### Section 17F.010.050 Notice of Hearing

##### A. Existing Building and Conservation Code.

1. ((Pursuant to chapter 11.11 SMC, notice of hearing,)) Notice of hearing by the building official is given by ((the department of neighborhood services and code enforcement)) the Developer Services Center in the complaint which is:
  - a. served personally or by certified mail with return receipt, or if the whereabouts of a person to be served cannot be ascertained, by publication once a week for two consecutive weeks in a legal newspaper, upon all persons having a record interest in the subject property; and
  - b. posted on the subject property; and
  - c. filed in the manner of a lis pendens in the office of the Spokane County auditor.

2. Personal service, service by certified mail and filing in the auditor's office are between ten and thirty days before the hearing. Posting and first publication are between fifteen and thirty days before the hearing.
  3. Notice of the public hearing of the hearing examiner on an appeal from the order of the building official is given by the office of the hearing examiner by personally serving on, or mailing to, the appellant and all persons having a record interest who have not disclaimed all interest, notice at least ten days prior to the hearing.
- B. Effect of Notice.
- The notice provisions of this chapter are not jurisdictional or exclusive. The failure of any person to receive notice under this section does not affect the validity of any hearing under this chapter. This section is subject to any specific notice provisions of state and federal law. This section does not prevent any City agency from adopting further provisions for notice by rule or preclude other methods of notice.
- Type of code amendment: **Minor**

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#### **17F.040.140 (A) Awnings**

*Delete 17F.040.140(A). IBC removed fixed awnings over a doorway to the building.*

#### [Chapter 17F.040](#) Building Code

#### [Section 17F.040.140](#) Awnings

In addition to the requirements of IBC Section 3105, these provisions apply:

- A. ~~((A fixed awning not more than ten feet in length may be erected over a doorway to the building.))~~

*Discussion: This clause is obsolete due to updates in the IBC. The rest of this section remains intact and is supported by the reference to the IBC.*

- Type of code amendment: **Minor**

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#### **17G.040.040 (B) Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria**

#### [Chapter 17G.040](#) Design Review Board Administration and Procedures

#### [Section 17G.040.040](#) Design Review Criteria

Design Review Criteria.

The board shall base its review, report, and/or recommendation on the following criteria:

- A. The requirements, guidelines, and applicable provisions of [Title 17 SMC](#) that apply to the property in question including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval.
- B. ~~((A summary of the design guidelines adopted by the City is found in the))~~ The Design Review Application Handbook, outlining the design review process, with application forms and submission checklists, is on file in the planning department.
- C. Design guidelines adopted by the City are on file in the planning department.

- Type of code amendment: **Minor**

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**17G.060.020 (A) (3) Administration and Procedures; Land Use Application Procedures; Director of Planning Services**

*Strikethrough Division B, Division C. Amend to Title 17B, Title 17C. Strikethrough cross-reference to chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC (repealed).*

Section 17G.060.020 Administration

A. Responsibility for the administration, application and interpretation of these procedures pursuant to this ordinance is as is set forth below:

1. The director of building services or his designee is responsible for [chapter 17E.050 SMC](#), Division F; [chapter 17G.010 SMC](#), Division I; and the development codes.
2. The director of engineering services or his designee is responsible for [chapter 17D.020 SMC](#), [chapter 17D.070 SMC](#), [chapter 17E.010 SMC](#), [chapter 17E.050 SMC](#), [chapter 17G.080 SMC](#), Division H and the development codes.
3. The director of planning services or his designee is responsible for SMC (( [Division B, Division C,](#)) [Title 17B and Title 17C](#) and (([chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC,](#)) [chapter 17D.010 SMC](#), [chapter 17D.060 SMC](#), [chapter 17D.080 SMC](#), [chapter 17D.090 SMC](#), [chapter 17E.020 SMC](#), [chapter 17E.030 SMC](#), [chapter 17E.040 SMC](#), [chapter 17E.050 SMC](#), [chapter 17E.060 SMC](#), [chapter 17E.070 SMC](#), [chapter 17G.020 SMC](#), [chapter 17G.030 SMC](#), [chapter 17G.040 SMC](#), [chapter 17G.060 SMC](#), [chapter 17G.070 SMC](#) and [chapter 17G.080 SMC](#)

- Type of code amendment: **Minor**

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**17G.060.070(B)(5)(c) Administration and Procedures; Land Use Applications; Application Requirements; PUD**

*Strikethrough cross-reference to chapter 11.19 (repealed) Amend with cross-reference to chapter 17C.110 and 17G.070.*

5. PUD.
  - a. Profiles of any structures more than one story, shown in relation to finished grade.
  - b. Location, dimension, and boundary of proposed open space.
  - c. Site plan demonstrating compliance with (([chapter 11.19 SMC](#))) [chapter 17C.110 and chapter 17G.070](#) including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.

- Type of code amendment: **Minor**

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**17G.070.220 (A) Administration and Procedures; Planned Unit Developments; Vesting**

*Strikethrough "Title 11 SMC and" (repealed)*

[Chapter 17G.070](#) Planned Unit Developments

Section 17G.070.220 Vesting

A. Applicability.

A planned unit development shall be reviewed under this chapter, the zoning,

development and other land use control ordinances contained in ((~~Title 11 SMC and~~)) [Title 17 SMC](#) of the Spokane Municipal Code, and any uncodified ordinances modifying the same, in effect on the date a concept plan application has been deemed fully complete by the City. For the purposes of this section, a vested concept plan application shall mean that the applicant is entitled to implement the planned unit development or any portion of it described in the application under the zoning, development and land use ordinances applied by the City in its review of the planned unit development application.

- Type of code amendment: **Minor**

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### **17G.080.070 (C) (5) Administration and Procedures; Subdivisions; Subdivision Design Standards; Design of Lots & Blocks**

*Strikethrough SMC 11.19.366; amend with insertion of SMC 17G.070.*

[Chapter 17G.080](#) Subdivisions

[Section 17G.080.070](#) Subdivision Design Standards

#### **C. Design of Lots and Blocks.**

1. The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of the street traffic, provision for utilities and recognition of limitations and opportunities of topography.
2. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines or a combination of the two, unless an alley is desired, in which case a block may be comprised of two closed polygons separated by the adjoining alley.
3. Blocks shall ordinarily be sufficient to allow for two tiers of lots of depths sufficient to meet the underlying zone. Double-frontage lots should be avoided.
4. All plat lots shall begin with lot one block one and shall be numbered consecutively by lots and blocks, provided that for plats sequenced by phasing, and which adjoin a previously recorded phase of the approved preliminary plat, lots may continue with lot one and the next consecutively sequenced block number. Lots from one plat shall not cross plat boundaries into another plat.
5. Lot widths, lot areas and frontage upon a public street (or private street within a PUD or binding site plan) shall conform to the underlying zone. For PUDs the hearing examiner may adjust the standards of the underlying zone subject to the provisions of ((~~SMC 11.19.366~~)) ([SMC 17G.070](#)) and for binding site plans the director may adjust the standards of the underlying zone subject to provision of [SMC 17G.060.170\(D\)\(4\)](#). Corner lots shall be designed to ensure setbacks are met from both streets. Lots shall be as nearly rectangular as possible with side lot lines approximately at right angles or radial to street lines.
6. Lots shall not be divided by the boundary of any zoning designation or public right-of-way.

7. Where a lot is plotted into one acre or more in size, the director may require an arrangement of the lot such as to permit a subsequent redivision in conformity with plans adopted by the City.
- Type of code amendment: **Minor**

## **ORDINANCE NO. C36027**

AN ORDINANCE relating to Design Review Board Administration and Procedures, Land Use Application Procedures, Land Use Applications, PUD, Vesting Planned Unit Developments, and Subdivision Design Standards; amending Spokane Municipal Code (SMC) sections 17G.040.040(B), 17G.060.020(A)(3), 17G.060.070(B)(5)(c), 17G.070.220(A), and 17G.080.070(C)(5).

WHEREAS, the Planning Department and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code, which is codified at Title 17 of the Spokane Municipal Code (the "UDC"); and

WHEREAS, following a public hearing, the Plan Commission recently recommended approval of a number of minor amendments to the UDC, following the procedures set forth in SMC 17G.025.010; and

WHEREAS, prior to the Plan Commission hearing, staff requested comments from agencies and departments and the required public notices were published in the Spokesman Review on December 30, 2020, January 6, February 10, and February 17, 2021. The proposed UDC amendments were available for public review on the Planning and Development Services website on <https://my.spokanecity.org/projects/2020-2021-unified-development-code-maintenance/>; and

WHEREAS, the Plan Commission held several workshop sessions to study the proposed UDC amendments; and

WHEREAS, this action is categorically exempt from the State Environmental Policy Act (SEPA) RCW 43.21 as stated in Washington Administrative Code (WAC) Procedural Actions 197-11-800(19)(a)(b); and

WHEREAS, on November 5, 2020 the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the UDC; and

WHEREAS, the City Plan Commission held a public hearing on February 24, 2021 to obtain public comments on the proposed UDC amendments; and

WHEREAS, the Plan Commission reviewed all public testimony received during the public hearings and made appropriate changes to the draft UDC amendments during its deliberations; and

WHEREAS, consistent with SMC 17G.025.010, the Plan Commission found (i) that the proposed UDC amendments are consistent with applicable provisions of the City of Spokane Comprehensive Plan, and (ii) that the proposed UDC amendments bear a substantial relation to public health, safety, welfare, and protection of the environment; and

WHEREAS, the Plan Commission's Findings of Fact, Conclusions, and Recommendations Regarding the Unified Development Code Maintenance Project – Phase 1, together with the Plan Commission's entire files relating to the same, are hereby incorporated into this ordinance.

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17G.040.040 is amended to read as follows:

**17G.040.040 Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria.**

Section 17G.040.040 Design Review Criteria

Design Review Criteria.

The board shall base its review, report, and/or recommendation on the following criteria:

- A. The requirements, guidelines, and applicable provisions of Title 17 SMC that apply to the property in question including all additional zoning regulations which may apply to the use or to its area by provision for overlay district, or made applicable by any conditional use or variance approval.
- B. ((A summary of the design guidelines adopted by the City is found in the)) The Design Review Application Handbook, outlining the design review process, with application forms and submission checklists, is on file in the planning department.

Section 2. That SMC section 17G.060.020 is amended to read as follows:

**17G.060.020 Administration and Procedures; Land Use Application Procedures; Administration.**

Section 17G.060.020 Administration

- A. Responsibility for the administration, application and interpretation of these procedures pursuant to this ordinance is as is set forth below.
  1. The director of building services or his designee is responsible for chapter 17E.050 SMC, Division F; chapter 17G.010 SMC, Division I; and the development codes.
  2. The director of engineering services or his designee is responsible for chapter 17D.020 SMC, chapter 17D.070 SMC, chapter 17E.010 SMC, chapter 17E.050 SMC, chapter 17G.080 SMC, Division H and the development codes.

3. The director of planning services or his designee is responsible for SMC (~~((Division B, Division C,)) Title 17B and Title 17C and ((chapter 11.15 SMC, chapter 11.17 SMC, chapter 11.19 SMC,))~~ chapter 17D.010 SMC, chapter 17D.060 SMC, chapter 17D.080 SMC, chapter 17D.090 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.050 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, chapter 17G.020 SMC, chapter 17G.030 SMC, chapter 17G.040 SMC, chapter 17G.060 SMC, chapter 17G.070 SMC and chapter 17G.080 SMC
- B. The procedures for requesting interpretations of the land use codes and development codes shall be made by the department and may be contained under the specific codes.

Section 3. That SMC section 17G.060.070 is amended to read as follows:

**17G.060.070 Administration and Procedures; Land Use Applications; Application Requirements; PUD.**

Section 17G.060.070 Application Requirements

- A. Application requirements for Type I, II, and III project permit applications shall contain the following:
  1. Predevelopment meeting summary as provided in SMC 17G.060.050(B), if required in Table 17G.060-3.
  2. Application documents provided by the department specifically including:
    - a. General application;
    - b. Supplemental application;
    - c. Environmental checklist, if required under chapter 17E.050 SMC;
    - d. Filing fees as required under chapter 8.02 SMC;
    - e. A site plan drawn to scale showing:
      - i. property dimensions;
      - ii. location and dimensions of all existing and proposed physical improvements;
      - iii. location and type of landscaping;
      - iv. walkways and pedestrian areas;
      - v. off-street parking areas and access drives;
      - vi. refuse facilities; and
      - vii. significant natural features, such as slopes, trees, rock outcrops including critical areas.
    - f. Required number of documents, plans, or maps (as set forth in the application checklist);
    - g. Written narrative identifying consistency with the applicable policies, regulations, and criteria for approval of the permit requested;



- h. Other plans, such as building elevations, landscaping plans, or sign plans, which are determined by the permitting department to be necessary to support the application; and
  - i. Additional application information may be requested by the permitting department and may include, but is not limited to, the following:
    - i. geotechnical studies,
    - ii. hydrologic studies,
    - iii. critical area studies,
    - iv. noise studies,
    - v. air quality studies,
    - vi. visual analysis, and
    - vii. transportation impact studies.
3. A certificate of appropriateness if required by chapter 17D.100 SMC.
- B. The following Type II and III applications shall meet the requirements in this subsection in addition to the provisions of subsection (A) of this section:
- 1. Shoreline – Substantial Development Permit, Conditional Use Permit and Variance.
    - a. Name, address, and phone number of the applicant. The applicant should be the owner of the property or the primary proponent of the project and not the representative of the owner or primary proponent.
    - b. Name, address, and phone number of the applicant's representative if other than the applicant.
    - c. Name, address, and phone number of the property owner, if other than the applicant.
    - d. Location of the property. This shall, at a minimum, include the property address and identification of the section, township and range to the nearest quarter, quarter section or latitude and longitude to the nearest minute.
    - e. Identification of the name of the shoreline (water body) with which the site of the proposal is associated.
    - f. General description of the proposed project that includes the proposed use or uses and the activities necessary to accomplish the project.
    - g. General description of the property as it now exists, including its physical characteristics and improvements and structures.
    - h. General description of the vicinity of the proposed project, including identification of the adjacent uses, structures and improvements, intensity of development and physical characteristics.
    - i. A site development plan consisting of maps and elevation drawings, drawn to an appropriate scale to depict clearly all required information, photographs and text which shall include:

- i. the boundary of the parcels(s) of land upon which the development is proposed;
- ii. the ordinary high-water mark of all water bodies located adjacent to or within the boundary of the project. This may be an approximate location, provided that for any development where a determination of consistency with the applicable regulations requires a precise location of the ordinary high-water mark, the mark shall be located precisely and the biological and hydrological basis for the location as indicated on the plans shall be included in the development plan. Where the ordinary high-water mark is neither adjacent to or within the boundary of the project, the plan shall indicate the distance and direction to the nearest ordinary high-water mark of a shoreline;
- iii. existing and proposed land contours. The contours shall be at intervals sufficient to accurately determine the existing character of the property and the extent of proposed change to the land that is necessary for the development. Areas within the boundary that will not be altered by the development may be indicated as such and contours approximated for that area;
- iv. a delineation of all wetland areas that will be altered or used as a part of the development;
- v. the dimensions and locations of all existing and proposed structures and improvements, including but not limited to: buildings, paved or graveled areas, roads, utilities, material stockpiles or surcharge, and stormwater management facilities;
- vi. an inventory of the existing vegetation on the proposed project site, including the location, type, size, and condition, pursuant to SMC 17E.060.240, Shoreline Vegetation Inventory;
- vii. a landscape plan prepared and stamped by a licensed landscape architect, registered in the state of Washington;
- viii. where applicable, plans for development of areas on or off the site as mitigation for impacts associated with the proposed project shall be included;
- ix. quality, source and composition of any fill material that is placed on the site, whether temporary or permanent;
- x. quantity, composition and destination of any excavated or dredged material;
- xi. vicinity map showing the relationship of the property and proposed development or use to roads, utilities, existing developments, and uses on adjacent properties;
- xii. where applicable, a depiction of the impacts to views from existing residential uses;

- xiii. on all variance applications, the plans shall clearly indicate where development could occur without the approval of a variance, the physical features and circumstances of the property that provide a basis for the request, and the location of adjacent structures and uses.
- 2. Certificate of Compliance.
  - a. Site plan is to be prepared by a licensed surveyor; and
  - b. Copies of building permits or other data necessary to demonstrate the building was erected in good faith and all reasonable efforts comply with the code.
- 3. Plans-in-lieu of Compliance.
  - a. Alternative development plan designed in conformance with the applicable development regulations; and
  - b. A written narrative of how the proposed development plan is superior, or more innovative, or provides greater public benefit.
- 4. Preliminary Plat, Short Plat, and Binding Site Plan.

As provided in chapter 17G.080 SMC.
- 5. PUD.
  - a. Profiles of any structures more than one story, shown in relation to finished grade.
  - b. Location, dimension, and boundary of proposed open space.
  - c. Site plan demonstrating compliance with ~~((chapter 11.19 SMC))~~ chapter 17C.110 and chapter 17G.070 including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.
- 6. Skywalk.
  - a. A legal description of airspace to be occupied.
  - b. Architectural and engineering plans.
  - c. Artist's rendering of the proposed skywalk; and
  - d. Written narrative of the access for the public from the street, other buildings, and other skywalks.
- 7. Floodplain – Floodplain Development Permit and Variance.

As provided in chapter 17E.030 SMC.

Section 4. That SMC section 17G.070.220 is amended to read as follows:

**17G.070.220 Administration and Procedures; Planned Unit Developments; Vesting.**

Section 17G.070.220 Vesting

A. Applicability.

A planned unit development shall be reviewed under this chapter, the zoning, development and other land use control ordinances contained in ((Title 11 SMC and)) Title 17 SMC of the Spokane Municipal Code, and any uncodified ordinances modifying the same, in effect on the date a concept plan application has been deemed fully complete by the City. For the purposes of this section, a vested concept plan application shall mean that the applicant is entitled to implement the planned unit development or any portion of it described in the application under the zoning, development and land use ordinances applied by the City in its review of the planned unit development application.

B. Subsequent Regulations.

An applicant may have the option of subjecting its development to any subsequently enacted land use ordinances. However, should an applicant choose to subject its development to a subsequently enacted land use ordinance, this shall have the effect of subjecting the development to all land use ordinances enacted after the application is vested. In order for the director to grant such a request, the applicant must demonstrate how later enacted ordinance(s) will benefit both the project and the City while maintaining consistency with the comprehensive plan and will not be significantly detrimental to the health, safety, or general welfare of the City. The director shall review and either approve the request or determine if a new application must be submitted.

Section 5. That SMC section 17G.080.070 is amended to read as follows:

**17G.080.070 Administration and Procedures; Subdivisions; Subdivision Design Standards; Design of Lots and Blocks.**

Section 17G.080.070 Subdivision Design Standards

A. Street Design and Improvements.

1. Street design is governed by the comprehensive plan, city design standards, chapter 17H.010 SMC and chapter 17E.030 SMC. Streets within and along a subdivision are to be designed in light of topography and existing and planned street patterns.
2. Except in unusual cases a plat must dedicate a full width street.
3. Entry gates are prohibited on public streets.
4. The following statement shall appear in the dedication of the final plat, final short plat or final binding site plan:

- a. "All street identification and traffic control signs required by this project will be the responsibility of the developer."

B. Easements.

1. Where alleys are not provided, easements for public utilities shall be provided adjacent to any right-of-way. Such easements shall be the minimum necessary to provide public utilities. Insofar as possible, the easements shall be continuous and aligned from block to block within the subdivision and with adjoining subdivisions.
2. Easements for sewers, drainage, water main, electric lines or other public use utilities shall be dedicated whenever necessary. The size and location of the easement dedication shall be reviewed and approved by the appropriate utility provider.
3. Adequate provisions for public access to publicly owned parks, conservation areas or open space land shall be provided when a subdivision, short plat or binding site plan is adjacent to such lands.
4. The following statements are required to appear in the dedication of the final plat, final short plat and final binding site plan:
  - a. "Slope easements for cut and fill, as deemed necessary by the Engineering Services – Developer Services Department in accordance with the City's Design Standards, are hereby granted to the City of Spokane for the construction and maintenance of public streets adjoining this plat."
  - b. "A \_\_\_ foot easement for utilities, including cable television, is hereby granted along all street frontages to the City and its permittees."
  - c. "Utility easements shown hereon the described plat are hereby dedicated to the City and its permittees for the construction, reconstruction, maintenance and operation of utilities and cable television, together with the right to inspect said utilities and to trim and/or remove brush and trees which may interfere with the construction, maintenance and operation of same."

C. Design of Lots and Blocks.

1. The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of the street traffic, provision for utilities and recognition of limitations and opportunities of topography.
2. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines or a combination of the two, unless an alley is desired, in which case a block may be comprised of two closed polygons separated by the adjoining alley.
3. Blocks shall ordinarily be sufficient to allow for two tiers of lots of depths sufficient to meet the underlying zone. Double-frontage lots should be avoided.
4. All plat lots shall begin with lot one block one and shall be numbered consecutively by lots and blocks, provided that for plats sequenced by phasing, and which adjoin a previously recorded phase of the approved preliminary plat,

lots may continue with lot one and the next consecutively sequenced block number. Lots from one plat shall not cross plat boundaries into another plat.

5. Lot widths, lot areas and frontage upon a public street (or private street within a PUD or binding site plan) shall conform to the underlying zone. For PUDs the hearing examiner may adjust the standards of the underlying zone subject to the provisions of ((SMC 11.19.366)) SMC 17G.070 and for binding site plans the director may adjust the standards of the underlying zone subject to provision of SMC 17G.060.170(D)(4). Corner lots shall be designed to ensure setbacks are met from both streets. Lots shall be as nearly rectangular as possible with side lot lines approximately at right angles or radial to street lines.
6. Lots shall not be divided by the boundary of any zoning designation or public right-of-way.
7. Where a lot is plotted into one acre or more in size, the director may require an arrangement of the lot such as to permit a subsequent redivision in conformity with plans adopted by the City.

D. Stormwater Improvements.

Stormwater facilities design and improvements shall be in accordance with chapter 17D.060 SMC and other applicable design standards. The following statements shall appear in the dedication of the final plat, final short plat or final binding site plan:

1. "Development of the subject property, including grading and filling, are required to follow an erosion/sediment control plan that has been submitted to and accepted by Engineering Services – Developer Services prior to the issuance of any building and/or grading permits."
2. "All stormwater and surface drainage generated on-site must be disposed on-site in accordance with chapter 17D.060 SMC, Stormwater Facilities, and City Design Standards, and as per the Project Engineer's recommendations, based on the drainage plan accepted for the final plat."
3. "No building permit shall be issued for any lot in this subdivision/PUD until evidence satisfactory to the Director of Engineering Services has been provided showing that the recommendations of chapter 17D.060 SMC, Stormwater Facilities, and the Project Engineer's recommendations, based on the drainage plan accepted for the final subdivision/PUD, have been complied with."

E. Sewer Improvements.

Sewer design and improvements shall be in accordance with chapter 13.03 SMC and the city's design standards. The following statements shall appear in the dedication of the final plat, final short plat or final binding site plan:

1. "Prior to the issuance of any building permits, the lots shall be connected to a functioning public or private sanitary sewer system complying with the requirements of the Engineering Services Department."

F. Water and Utility Improvements.

Water and city utility design and improvements shall be in accordance with chapter 13.04 SMC and the city's design standards. The following statements shall appear in the dedication of the final plat, final short plat or final binding site plan.

1. "Only City water and sanitary sewer systems shall serve the plat; the use of individual on-site sanitary waste disposal systems and private wells is prohibited."
2. "All required improvements serving the plat, including streets, sanitary sewer, stormwater and water, shall be designed and constructed at the developer's expense. The improvements must be constructed to City Standards by the developer prior to the occupancy of any structures within the development."
3. "Prior to the issuance of any building permits, the lots shall be connected to a functioning public or private water system complying with the requirements of the Engineering Services Department and having adequate pressure for domestic and fire uses, as determined by the Water and Hydroelectric Services Department."
4. "Prior to the issuance of any building permits, the lots shall be served by fire hydrants and shall have appropriate access to streets as determined by the requirements of the City Fire Department and the Engineering Services Department."
5. "Water mains and fire hydrants must be installed at the developer's expense, in locations approved by the City Fire Department and in accordance with applicable State and Federal provisions."
6. "All private improvements constructed within the boundaries of a PUD are required to be maintained by a homeowner's association or comparable entity established for this PUD." (applies to PUDs).

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**CITY OF SPOKANE PLAN COMMISSION**  
**FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS**  
**REGARDING THE SHORELINE MASTER PROGRAM PERIODIC REVIEW**

A recommendation of the City of Spokane Plan Commission to the City Council to approve the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review (SMP PR). The SMP PR proposed amending Spokane Municipal Code (SMC) Title 17A Administration, Chapter 17A.020 Definitions, Sections 17A.020.040(R)(2) "D" Definitions, and Section 17A.020.060(S) "F" Definitions, Title 17E, Chapter 17E.060, Article II, Part II sections 17E.060.110 and 17E.060.150, Article IV 17E.060.290, 17E.060.300, 17E.060.340, Article VI Part II 17E.060.690, Article VII Part II 17E.060.770, 17E.060.790, Article VIII 17E.060.800, 17E.060.810, 17E.060.820, 17E.060.830, 17E.060.840, and Article V Part III 17E.060.380.

**FINDINGS OF FACT:**

- A. The Shoreline Master Program (SMP) Periodic Review (PR) is state mandated and led by the City of Spokane in close collaboration with Dept of Ecology. This project is narrowly focused to achieve City SMP compliance with changes to state legislation concerning Shorelines.
- B. Authority for the periodic review is based on Washington's Shoreline Management Act (Ch. 90.58 RCW) and related rules. These amendments were developed by the City to comply with WAC 173-26-090, which requires all local governments to review their SMPs on an eight-year schedule set in state law and revise it if necessary.
- C. The periodic review ensures the SMP keeps up with changes in state laws, changes in other local jurisdictions' plans and regulations, and other changed circumstances.
- D. Shaping Spokane, the 2017 adopted City of Spokane Comprehensive Plan Chapter 3 Land Use policy 7.1, Regulatory Structure, supports regulations that are predictable, reliable, and adaptable to changing living and working arrangements brought about by technological advancements and Land Use policy 7.2 calls out a continuing review process to periodically re-evaluate and direct city policies and regulations consistent with chapter 3 Vision and Values.
- E. The City elected to use the optional joint review process to combine the local and Ecology comment periods, as allowed under WAC 173-26-104. No additional comment period occurs during the state review process, however additional city review and comment periods have been provided. Comments provided to the City of Spokane are reviewed by both the City and Ecology.
- F. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.

- G. A State Environmental Protection Act (SEPA) Determination of Non-Significance was issued by Planning Services on December 23, 2020 and a 14-day comment period commenced January 5 - January 19, 2021. No comments were received during the comment period.
- H. The City SMP was reviewed against Dept of Ecology Periodic Review checklist as required; analysis submitted to Ecology. Necessary amendments were identified, and the Draft Amendment Proposal prepared, shared with agencies for review, and uploaded online. An email database of interested parties is maintained for regular communications. Information on the Periodic Review was presented to the public, neighboring jurisdictions, and partner agencies in two virtual Open House sessions via Webex on December 1, 2020. The Community Assembly was briefed on December 3, 2020.
- I. A notice of Joint Public Comment Period with Ecology and City of Spokane was published in the Spokesman-Review December 23 and January 5; the comment period commenced January 5 - February 5, 2021 and all comments were recorded, responded to, and provided to Ecology. Ecology provided separate notification.
- J. Plan Commission hearing legal notices were published in the Spokesman-Review February 10, and February 17, 2021.
- K. The Plan Commission held a public hearing on February 24 to obtain public input on the proposed amendments, if any.

#### **CONCLUSIONS:**

- A. The Plan Commission has reviewed all public testimony received during the public hearing.
- B. The Plan Commission finds that the proposed amendments are consistent with applicable provisions of the comprehensive plan and that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment.

#### **RECOMMENDATION:**

In the matter of the amendments to the Spokane Municipal Code proposed by the Shoreline Master Program Periodic Review, by unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code, as mandated by the State of Washington Shoreline Management Act RCW 90.58 eight year cycle of review.

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Todd Beyreuther (Mar 2, 2021 16:48 PST)

**Todd Beyreuther, President**  
**Spokane Plan Commission**  
March 3, 2021