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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 29**, **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 146 853 7391 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 29, 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 29, 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.

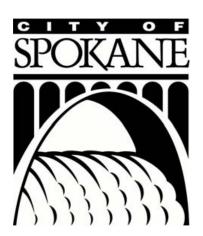
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting 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 29, 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.

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. Leases from Enterprise Fleet Management using Approve Sourcewell Contract #060618-EFM for the: All
 - 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.

OPR 2021-0187

OPR 2021-0186

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.

OPR 2021-0188

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.

(Deferred from the March 22, 2021, Agenda) (Council Sponsor: Council President Beggs)

David Paine

2.	Value Blanket Renewal with Consolidated Supply (Spokane Valley, WA) for service brass & ball valves—\$220,000 (incl. tax). (Council Sponsor: Council President Beggs) Loren Searl	Approve	OPR 2020-0089 BID 5220-20
3.	Five-Year Value Blanket Orders for Asphalt Mixes with:	Approve	BID 5395-21
	a. Central Pre-Mix		OPR 2021-0197
	b. Shamrock Manufacturing		OPR 2021-0198
	c. Lakeside Industries		OPR 2021-0199
	Total estimated annual expenditure \$330,000 (incl. tax). (Council Sponsor: Council Member Wilkerson) Thea Prince		
4.	Value Blanket Renewal with Haskins Steel for Miscellaneous Stock Steel—estimated annual expenditure \$200,000 (incl. tax). (Council Sponsor: Council Member Wilkerson) Thea Prince	Approve	OPR 2018-0271 BID 4453-18
5.	Master Contract with Copiers Northwest, Inc. for expenditures relating to copiers and printers citywide utilizing WA State Contract #06619 (NASPO No. 140595) from April 1, 2021 through March 31, 2024—\$300,000 (incl. tax). Michael Sloon	Approve	OPR 2021-0200
6.	Contract Amendment with F.A. Bartlett adding FEMA language, adding additional funding and correcting "end" term—\$150,000. Total Contract Amount \$250,000. (Council Sponsor: Council Member Wilkerson) Thea Prince	Approve	OPR 2020-0359 BID 5239-20
7.	Contract Amendment with Willis Towers Watson Insurance Services for additional insurance policies to cover both cyber and terrorism issues—\$14,720.79. Total Contract Amount: \$74,720.79. (Council Sponsor: Council Member Wilkerson) Mike Ormsby	Approve	OPR 2016-0268
8.	Contract Amendment with Desimone Consulting for federal lobbying services—\$36,000. (Council Sponsor: Council President Beggs) Brian McClatchey	Approve	OPR 2020-0506 BID 5191-19
9.	Contract with Questica to implement new financial planning and management application—\$170,000/year. (Council Sponsor: Council Member Wilkerson) Tonya Wallace	Approve & Authorize Contract	OPR 2021-0202

10.	entered into with the University District Public Development Authority, consistent with the adoption of Resolution 2021-0016 entitled "Sprague Phase 2 and Riverside Avenue Streets Projects Limited Tax General Obligation Bond, Series 2021(Taxable)." (Council Sponsor: Council President Beggs) Katherine Miller	Approve	ENG 2019113
11.	Report of the Mayor of pending:	Approve & Authorize	
	a. 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 \$	Payments	CPR 2021-0002
	b. Payroll claims of previously approved obligations through, 2021: \$		CPR 2021-0003
12.	City Council Meeting Minutes:, 2021.	Approve All	CPR 2021-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

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 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.) (Deferred from the March 22, 2021, Agenda) (Relates to Resolution 2021-0021) (Council Spansor: Council Member Wilkerson)

0021) (Council Sponsor: Council Member Wilkerson)

Michelle Hughes

ORD C36029 General Fund

FROM: Unappropriated Reserves, \$9,875,000;

TO: Various accounts, same amount.

(This action allows budgeting for prior year costs related to the recently approved Police Guild contract.) (Council Sponsor: Council Member Wilkerson)

Paul Ingiosi

ORD C36030 Solid Waste Collection Fund

FROM: Public Works Business Services Director, \$30,000;

TO: Operating Transfers-Out - IT, same amount.

and

Fleet Services Fund

FROM: Asst. Director Fleet Services, \$30,000; TO: Operating Transfers-Out, same amount.

and

IT Fund

FROM: Various accounts, \$60,000;

TO: Various accounts, same amount.

(This action allows for staff support of the City's fleet management and recycling management systems.) (Council Sponsor: Council Member Wilkerson)

Paul Ingiosi

ORD C36031 Public Works & Utilities Fund

FROM: Various accounts, \$79,807;

TO: IF Other General Govt. Services, same amount.

and

General Fund

FROM: IF Engineering Services, \$79,807; TO: Various accounts, same amount.

(This action allows the transfer of the administrative specialist position currently in the Public Works & Utilities department to the Engineering department.) (Council Sponsor: Council Member Wilkerson)

Paul Ingiosi

ORD C36032 Channel Five Fund

FROM: Unappropriated Reserves, \$6,400; TO: Contractual Services, same amount.

(This action allows reimbursement to School District #81 for capital equipment purchases.) (Council Sponsor: Council President Beggs)

Paul Ingiosi

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

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. (Deferred from the March 22, 2021, Agenda) (Relates to Special Budget Ordinance

C36028) (Council Sponsor: Council Member Wilkerson)

Michelle Hughes

RES 2021-0022 Recognizing the 5th Avenue Community Strategy developed by the 5th

Avenue Initiative stakeholders & community as a declaration of priorities & actions to revitalize East 5th Avenue between Liberty Park & Thor/Freya Streets in the East Central Neighborhood. (Council Sponsor:

Council Member Wilkerson)

Maren Murphy

RES 2021-0023 Regarding Applications to Amend the City's Comprehensive Plan and

Setting the Annual Comprehensive Plan Amendment Work Program.

(Council Sponsor: Council Member Kinnear)

Kevin Freibott

RES 2021-0024 Settlement Agreement with Murphy Brothers d/b/a Shamrock Paving,

Inc.—\$500,000. (Council Sponsor: Council President Beggs)

Mike Ormsby

ORD C36024 (To be considered under Hearings H1.)

ORD C36025 (To be considered under Hearings H2.)

ORD C36026 (To be considered under Hearings H3.)

ORD C36027 (To be considered under Hearings H4.)

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1. Hearing on Final Reading Ordinance C36024 Pass Upon ORD C36024 relating to Residential Zones Primary Uses, Roll Call Downtown Zones Limited Use Standards, and Off-Vote site Noise Impacts; amending Spokane Municipal Code (SMC) sections 17C.110.100, 17C.124.110, 17C.220.060. (Council Sponsor: Council Member Kinnear)

Amanda Beck

H2. Hearing on Final Reading Ordinance C36025 Pass Upon ORD C36025 relating to Environmental Standards, SEPA Roll Call Categorical Exemptions and Threshold Vote Determinations; amending Spokane Municipal Code (SMC) section 17E.050.080 Appendix B. (Council Sponsor: Council Member Kinnear)

Amanda Beck

H3. Hearing on Final Reading Ordinance C36026 Pass Upon ORD C36026 relating to Construction Standards, Notice of Roll Call Hearing, and Awnings; amending Spokane Vote Municipal Code (SMC) sections 17F.010.050 and 7F.040.140. (Council Sponsor: Council Member Kinnear)

Amanda Beck

Amanda Beck

H4. Hearing on Final Reading Ordinance C36027 Pass Upon ORD C36027 relating to Design Review Board Administration Roll Call and Procedures. Land Use Application Vote 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)**

Motion to Approve Advance Agenda for March 29, 2021

(per Council Rule 2.1.2)

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 29, 2021, 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 29, 2021, Regular Legislative Session of the City Council will be held and then City Council is adjourned until April 12, 2021.

Note: The regularly scheduled City Council meeting for Monday, April 5, 2021, has been canceled.

NOTES

Agenda Sheet for City Council Meeting of:		Date Rec'd	3/2/2021
03/22/2021	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 Hyrbrids 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		# 4700-30210-24100-5450)1-99999	
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		Council Notification	<u>s</u>	
Dept Head	PAINE, DAVID	Study Session\Other	3/8/2021	
Division Director	WALLACE, TONYA	Council Sponsor	Breean Beggs	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List		
Legal	ODLE, MARI	mmartinez		
For the Mayor	ORMSBY, MICHAEL			
Additional Approvals	<u>S</u>			
<u>Purchasing</u>				
ACCOUNTING -	HUGHES, MICHELLE			
LEASE				
DSC, CODE	BECKER, KRIS			
ENFORCEMENT &				
PARKING SERVICES				

Briefing Paper Urban Experience Committee

Division & Department:	Finance, Fleet Services	
Subject:	Lease of 13 Toyota Rav 4s	
Date:	March 8, 2021	
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823	
City Council Sponsor:	Breean Beggs	
Executive Sponsor:	Tonya Wallace	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan	
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet)		
Monthly lease amount for each	he lease would be done using Sourcewell Contract #060618-EFM. n vehicle is \$503.59. The leases are 36 months, for a total of e of each vehicle at the end of the 36 month term is \$14,031.28	
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:	et? 🔳 Ves 🗀 No	
Approved in current year budg Annual/Reoccurring expenditu		

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:		



Quote No: 4894017

All language and acknowledgments contained in the signed quote

Prepared For: CITY OF SPOKANE Date 02/16/2021 Paine, David AE/AM J6H/CRB

Unit #

2021 Make Toyota Model RAV4 Hybrid Year

Series LE 4dr All-wheel Drive

Vehicle Order Type Ordered Term 36 State WA **Customer#** 578823

\$ 26,948.00		Capitalized Price of Vehicle 1	All language and acknowledgments contained in the	
\$ 0.00	*	Sales Tax 0.0000% State WA	apply to all vehicles that are	e ordered under this signed quote.
\$ 175.00	*	Initial License Fee	Order Information	
\$ 0.00		Registration Fee	Driver Name	
\$ 350.00		Other: (See Page 2)	Exterior Color (0 P) Supe	er White
\$ 0.00		Capitalized Price Reduction	Interior Color (0 I) Black	
\$ 0.00		Tax on Capitalized Price Reduction	Lic. Plate Type Exempt	
\$ 0.00		Gain Applied From Prior Unit	GVWR 0	
\$ 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 @ 1.3500%		
\$ 92.64		Monthly Lease Charge (Based on Interest Rate - Subject	to a Floor) ²	
\$ 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 ³ Contract Miles <u>0</u>	OverMileage Charge	\$ 0.0350 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) $\underline{0}$	# Tires <u>0</u>	Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

\$ 0.00

\$ 42.43

\$ 503.59

\$ 400.00

\$ 14,031.28

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.

State WA

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Sales Tax

Additional Services SubTotal

9.2000%

Reduced Book Value at 36 Months

Service Charge Due at Lease Termination

Total Monthly Rental Including Additional Services

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

TITLE DATE

Printed On 02/16/2021 10:35:56 AM Page 1 of 6

^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³The 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.



Quote No: 4894017

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	С	\$ 150.00
Courtesy Delivery Fee	С	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00



Quote No: 4894017

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

 Total Price
 \$28,332.00
 \$30,853.00

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

Printed On 02/16/2021 10:35:56 AM Page 6 of 6

Agenda Sheet for City Council Meeting of:		Date Rec'd	3/2/2021
03/22/2021	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	m Name 5100-LEASE OF TOYOTA RAV 4 AND TO		

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 Gr	ant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Expense \$ 35,195.40		# 1200-58100-24600-54501-99999		
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		Council Notification	<u>s</u>	
Dept Head	PAINE, DAVID	Study Session\Other	3/8/2021	
<u>Division Director</u>	WALLACE, TONYA	Council Sponsor	Breean Beggs	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List		
<u>Legal</u>	ODLE, MARI	mmartinez		
For the Mayor	ORMSBY, MICHAEL			
Additional Approvals	<u> </u>			
<u>Purchasing</u>	PRINCE, THEA			
ACCOUNTING -	HUGHES, MICHELLE			
<u>LEASE</u>				
DSC, CODE	BECKER, KRIS			
ENFORCEMENT &				
PARKING SERVICES				

Briefing Paper Urban Experience Committee

Division & Department:	Finance, Fleet Services	
Subject:	Lease of Toyota Rav 4 and Toyota Tacoma	
Date:	March 8, 2021	
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823	
City Council Sponsor:	Breean Beggs	
Executive Sponsor:	Tonya Wallace	
Committee(s) Impacted:	Urban Experience Committee	
Type of Agenda item:	Consent Discussion Strategic Initiative	
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan	
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment	
Deadline:		
Outcome: (deliverables, delivery duties, milestones to meet) Background/History:		
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 Rav 4 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 budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu	re? 🗖 Yes 🖥 No	

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



Quote No: 4894017

All language and acknowledgments contained in the signed quote

Prepared For: CITY OF SPOKANE Date 02/16/2021 Paine, David AE/AM J6H/CRB

Unit #

2021 Make Toyota Model RAV4 Hybrid Year

Series LE 4dr All-wheel Drive

Vehicle Order Type Ordered Term 36 State WA **Customer#** 578823

\$ 26,948.00		Capitalized Price of Vehicle 1	5 5	dgments contained in the signed qu
\$ 0.00	*	Sales Tax 0.0000% State WA	apply to all vehicles that are	e ordered under this signed quote.
\$ 175.00	*	Initial License Fee	Order Information	
\$ 0.00		Registration Fee	Driver Name	
\$ 350.00		Other: (See Page 2)	Exterior Color (0 P) Supe	er White
\$ 0.00		Capitalized Price Reduction	Interior Color (0 I) Black	
\$ 0.00		Tax on Capitalized Price Reduction	Lic. Plate Type Exempt	
\$ 0.00		Gain Applied From Prior Unit	GVWR 0	
\$ 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 @ 1.3500%		
\$ 92.64		Monthly Lease Charge (Based on Interest Rate - Subject	to a Floor) ²	
\$ 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 ³ Contract Miles <u>0</u>	OverMileage Charge	\$ 0.0350 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) $\underline{0}$	# Tires <u>0</u>	Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

\$ 0.00

\$ 42.43

\$ 503.59

\$ 400.00

\$ 14,031.28

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.

State WA

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Sales Tax

Additional Services SubTotal

9.2000%

Reduced Book Value at 36 Months

Service Charge Due at Lease Termination

Total Monthly Rental Including Additional Services

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

TITLE DATE

Printed On 02/16/2021 10:35:56 AM Page 1 of 6

^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³The 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.



Quote No: 4894017

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	С	\$ 150.00
Courtesy Delivery Fee	С	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00



Quote No: 4894017

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

 Total Price
 \$28,332.00
 \$30,853.00

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

Printed On 02/16/2021 10:35:56 AM Page 6 of 6



Ordered

\$ 127.33

\$ 0.00

Term 36

State WA

Vehicle Order Type

Open-End (Equity) Lease Rate Quote

Quote No: 4894036

 Prepared For:
 CITY ○F SPOKANE
 Date
 01/29/2021

 Paine, David
 AE/AM
 J6H/CRB

 Unit #
 Year
 2021
 Make Toyota
 Model Tacoma

 Series
 SR 4x4 Access Cab 6 ft. box 127.4 in. WB
 VB

Customer# 578823

All language and acknowledgments contained in the signed quote \$ 25,363.00 Capitalized Price of Vehicle 1 apply to all vehicles that are ordered under this signed quote. Sales Tax 0.0000% State WA \$ 0.00 \$ 175.00 Initial License Fee **Order Information** \$ 0.00 Registration Fee **Driver Name** \$ 350.00 Other: (See Page 2) Exterior Color (0 P) Super White \$ 0.00 Capitalized Price Reduction Interior Color (0 I) Cement w/Fabric Seat Trim (FB) or Fabri \$ 0.00 Tax on Capitalized Price Reduction Lic. Plate Type Exempt \$ 0.00 Gain Applied From Prior Unit GVWR 0 \$ 0.00 Tax on Gain On Prior \$ 0.00 Security Deposit

\$ 25,713.00 Total Capitalized Amount (Delivered Price)
\$ 347.13 Depreciation Reserve @ 1.3500%
\$ 86.99 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 434.12 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Tax on Incentive (Taxable Incentive Total: \$1,384.00)

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Full Maintenance Program 3 Contract Miles $\underline{0}$ OverMileage Charge $\underline{\$ 0.0350}$ Per Mile

Incl: # Brake Sets (1 set = 1 Axle) $\underline{0}$

Service Charge Due at Lease Termination

State WA

Tires 0

Comp/Coll Deductible

0/0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal
\$ 39.94 Sales Tax 9.2000%

\$ 474.06 Total Monthly Rental Including Additional Services
\$ 13,216.32 Reduced Book Value at 36 Months

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

\$ 400.00

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

Printed On 01/29/2021 12:15:57 PM Page 1 of 5

^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ 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., 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.



Quote No: 4894036

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	С	\$ 150.00
Courtesy Delivery Fee	С	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00



Quote No: 4894036

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

 Total Price
 \$26,747.00
 \$28,954.00

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
DELCP	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

Printed On 01/29/2021 12:15:57 PM Page 5 of 5

SPOKANE Agenda Sheet	Date Rec'd	3/2/2021	
03/22/2021	03/22/2021		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		

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 G	rant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Expense \$ 90,646.20		# 1460-21200-21710-54501-99999		
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		Council Notification	<u>s</u>	
Dept Head	PAINE, DAVID	Study Session\Other	3/8/2021	
<u>Division Director</u>	WALLACE, TONYA	Council Sponsor	Breean Beggs	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List		
<u>Legal</u>	ODLE, MARI	mmartinez		
For the Mayor	ORMSBY, MICHAEL			
Additional Approvals	<u>s</u>			
<u>Purchasing</u>				
ACCOUNTING -	HUGHES, MICHELLE			
LEASE				
DSC, CODE	BECKER, KRIS			
ENFORCEMENT &				
PARKING SERVICES				

Briefing Paper Urban Experience Committee

Division & Department:	Finance, Fleet Services				
Subject:	Lease of 5 Toyota Rav 4s				
Date:	March 8, 2021				
Author (email & phone):	Micaela Martinez mmartinez@spokanecity.org 625-7823				
City Council Sponsor:	Breean Beggs				
Executive Sponsor:	Tonya Wallace				
Committee(s) Impacted:	Urban Experience Health Committee				
Type of Agenda item:	Consent Discussion Strategic Initiative				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan				
Strategic Initiative:	Innovative Infrastructure: Maintaining our fleet of support equipment				
Deadline:					
Outcome: (deliverables, delivery duties, milestones to meet)					
Monthly lease amount is \$503. The residual value of each vehi	ne lease would be done using Sourcewell Contract #060618-EFM. 59 for each vehicle. The lease is 36 months, for a total of \$90,646.20. cle at the end of the 36 months is \$14,031.28.				
Executive Summary:					
 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 appro-	val 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? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:					



Open-End (Equity) Lease Rate Quote

Quote No: 4894017

All language and acknowledgments contained in the signed quote

Prepared For: CITY OF SPOKANE Date 02/16/2021 Paine, David AE/AM J6H/CRB

Unit #

2021 Make Toyota Model RAV4 Hybrid Year

Series LE 4dr All-wheel Drive

Vehicle Order Type Ordered Term 36 State WA **Customer#** 578823

\$ 26,948.00		Capitalized Price of Vehicle 1	0 0	dgments contained in the signed qu
\$ 0.00	*	Sales Tax 0.0000% State WA	apply to all vehicles that are	e ordered under this signed quote.
\$ 175.00	*	Initial License Fee	Order Information	
\$ 0.00		Registration Fee	Driver Name	
\$ 350.00		Other: (See Page 2)	Exterior Color (0 P) Supe	er White
\$ 0.00		Capitalized Price Reduction	Interior Color (0 I) Black	
\$ 0.00		Tax on Capitalized Price Reduction	Lic. Plate Type Exempt	
\$ 0.00		Gain Applied From Prior Unit	GVWR 0	
\$ 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 @ 1.3500%		
\$ 92.64		Monthly Lease Charge (Based on Interest Rate - Subject	to a Floor) ²	
\$ 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 ³ Contract Miles <u>0</u>	OverMileage Charge	\$ 0.0350 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) $\underline{0}$	# Tires <u>0</u>	Loaner Vehicle Not Included

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

\$ 0.00

\$ 42.43

\$ 503.59

\$ 400.00

\$ 14,031.28

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.

State WA

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Sales Tax

Additional Services SubTotal

9.2000%

Reduced Book Value at 36 Months

Service Charge Due at Lease Termination

Total Monthly Rental Including Additional Services

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

TITLE DATE

Printed On 02/16/2021 10:35:56 AM Page 1 of 6

^{*} INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

²Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³The 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.



Open-End (Equity) Lease Rate Quote

Quote No: 4894017

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	С	\$ 150.00
Courtesy Delivery Fee	С	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 350.00
Other Charges Total		\$ 350.00



Open-End (Equity) Lease Rate Quote

Quote No: 4894017

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

 Total Price
 \$28,332.00
 \$30,853.00

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

Printed On 02/16/2021 10:35:56 AM Page 6 of 6

SPOKANE Agenda Sheet	for City Counci	I Meeting of:	Date Rec'd	3/5/2021	
03/29/2021			Clerk's File #	OPR 2020-0089	
			Renews #		
Submitting Dept	WATER & HYDROEL	ECTRIC SERVICES	Cross Ref #		
Contact Name/Phone	LOREN SEARL	625-7851	Project #		
Contact E-Mail	LSEARL@SPOKANEO	CITY.ORG	Bid #	5220-20	
Agenda Item Type	Purchase w/o Contr	act	Requisition #	VB 301123	
Agenda Item Name	4100 SERVICE BRASS & BALL VALVES - VALUE BLANKET RENEWAL				

Renewal of existing value blanket with Consolidated Supply (Spokane Valley, WA) for a total amount of \$220,000.00 including tax.

Summary (Background)

RFQ #5220-20 was issued on the City's electronic bidding portal on 1/6/2020. Three quotes were received by the closing deadline on 1/27/2020. A one-year value blanket was then awarded by Council approval to Consolidated Supply as the low responsive, responsible bidder. Consolidated proposes renewal at a negotiated average 3% increase in cost. Based on market research, staff recommend acceptance of the renewal as proposed for one additional year; three renewal options remain.

Lease?	NO	Grant related? NO	Public Works? NO		
Fiscal Impact Budget Account			Budget Account		
Expense	\$ 220,000.0	0	# 4100-42440-94340-5659	95-99999	
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approv	als		Council Notifications		
Dept He	<u>ad</u>	SEARL, LOREN	Study Session\Other	PIES 3/22/2020	
<u>Division</u>	Director	SIMMONS, SCOTT M.	Council Sponsor	PRESIDENT BEGGS	
<u>Finance</u>		ALBIN-MOORE, ANGELA	Distribution List		
Legal		ODLE, MARI	sjohnson@spokanecity.org	3	
For the I	<u>Mayor</u>	ORMSBY, MICHAEL	rtreffry@spokanecity.org		
Additio	nal Approva	nls			
<u>Purchas</u>	ing	PRINCE, THEA			

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services				
Subject:	Service Brass & Ball Valves – Annual Value Blanket Renewal				
Date:	22 March 2021				
Author (email & phone):	Loren Searl, <u>Isearl@spokanecity.org</u> , 625-7851				
City Council Sponsor:	President Breean Beggs				
Executive Sponsor:	Scott Simmons, Director – Public Works				
Committee(s) Impacted:	PIES				
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.				
Strategic Initiative:	Innovative Infrastructure				
Deadline:	The original value blanket expired February 11, 2021.				
Outcome: (deliverables, delivery duties, milestones to meet)	This order will support the Water department's 2021 construction and maintenance season by facilitating the purchase of these products on an as-needed basis.				
2020. Award of a one-year val (Spokane Valley, WA) as the lover renewal at an overall negotiate Purchasing and Water departm	on January 6, 2020. Three quotes were received by the closing deadline at 3:00pm on January 27, 2020. Award of a one-year value blanket was correspondingly recommended to Consolidated Supply (Spokane Valley, WA) as the low responsive, responsible bidder. Consolidated Supply has proposed renewal at an overall negotiated average three percent increase in cost. Based on market research, Purchasing and Water department staff recommend acceptance of the renewal as proposed. This renewal will be valid for one additional year after Council approval; three optional annual renewals at mutual consent remain.				
 Executive Summary: Renewal recommended with Consolidated Supply (Spokane Valley, WA) Annual renewal value at \$220,000.00 including tax RFQ #5220-20 Waterworks Brass – Annual Value Blanket Negotiated average 3% increase in cost Three optional annual renewals remain 					
Budget Impact: Approved in current year budget? ☑ Yes □ No Annual/Reoccurring expenditure? □ Yes ☑ No If new, specify funding source: N/A Other budget impacts: None					
Operations Impacts: None Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: None Known challenges/barriers: None					

Original RFQ #5220-20			CONSOLIDATEI 2020	O SUPPLY	CONSOLIDATE Proposed: 2		
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	INCREASE
1	SERVICE 45	#E1132-03/4 - 90° Elbow, COMP x FIP 3/4"	AY 74779 \$ 14.22		AY 74779 \$ 14.66		3%
	20	#E1132-1 - 90° Elbow, COMP x FIP 1"	\$ 23.17	\$ 463.40	\$ 23.91	\$ 478.20	3%
	1	#E1132-1-1/2 - 90° Elbow, COMP x FIP 1-1/2"	\$ 58.64	\$ 58.64	\$ 60.53	\$ 60.53	3%
	20	#E1132-2 - 90° Elbow, COMP x FIP 2"	\$ 83.83	\$ 1,676.60	\$ 86.54	\$ 1,730.80	3%
	30	#E1122-03/4 - 90° Elbow, COMP x MIP 3/4"	AY 74779N \$ 10.96		AY 74779I \$ 11.32		3%
	15	#E1122-1 - 90° Elbow, COMP x MIP 1"	\$ 18.25				3%
	1	#E1122-1-1/2 - 90° Elbow, COMP x MIP 1-1/2"	\$ 52.98				3%
	150	#E1122-2 - 90° Elbow, COMP x MIP 2"	\$ 75.94 AY 74761	Q	AY 74761	IQ	3% AY 74761Q
	20	#E1144-03/4 - 90° Elbow, COMP x COMP 3/4"	\$ 15.75				3%
	15	#E1144-1 - 90° Elbow, COMP x COMP 1"	\$ 20.26	\$ 303.90	\$ 20.91	\$ 313.65	3%
	1	#E1144-1-1/2 - 90° Elbow, COMP x COMP 1-1/2"	\$ 65.00	\$ 65.00	\$ 67.08	\$ 67.08	3%
	45	#E1144-2 - 90° Elbow, COMP x COMP 2"	\$ 131.50 AY 74701E		\$ 135.74 AY 74701		3% AY 74701B0
	25	#C4122-03/4 - Corporation Stop, CC x COMP 3/4"	\$ 31.92				3%
	25	#C4122-1 - Corporation Stop, CC x COMP 1"	\$ 41.99	\$ 1,049.75	\$ 43.33	\$ 1,083.25	3%
	150	#C4132-03/4 - Corporation Stop, IP x COMP 3/4"	\$ 31.92	\$ 4,788.00	\$ 32.95	\$ 4,942.50	3%
	550	#C4132-1 - Corporation Stop, IP x COMP 1"	\$ 41.99	\$ 23,094.50	\$ 43.33	\$ 23,831.50	3%
	1	#C4132-1-1/2 - Corporation Stop, IP x COMP 1-1/2"	\$ 94.10				3%
	100	#C4132-2 - Corporation Stop, IP x COMP 2"	\$ 155.64				3%
			AY 73131	В	AY 73131	1B	AY 73131B
	1	#C4140-03/4 - Corporation Stop, IP x MIP 3/4"	\$ 27.51				3%
	1	#C4140-1 - Corporation Stop, IP x MIP 1"	\$ 36.50		\$ 37.69		3%
	1	#C4140-2 - Corporation Stop, IP x MIP 2"	\$ 147.26 AY 74754		\$ 152.00 AY 74754		3% AY 747540
	80	#C3132-03/4 - Coupling, COMP x FIP 3/4"	\$ 10.59	\$ 847.20	\$ 10.94	\$ 875.20	3%
	20	#C3132-1 - Coupling, COMP x FIP 1"	\$ 14.37	\$ 287.40	\$ 14.83	\$ 296.60	3%
	1	#C3132-1-1/2 - Coupling, COMP x FIP 1-1/2"	\$ 41.80	\$ 41.80	\$ 43.15	\$ 43.15	3%
	25	#C3132-2 - Coupling, COMP x FIP 2"	\$ 49.76	\$ 1,244.00	\$ 51.36	\$ 1,284.00	3%
	100	#C3122-03/4 - Coupling, COMP x MIP 3/4"	\$ 10.08	\$ 1,008.00	\$ 10.40	\$ 1,040.00	3%
	200	#C3122-1 - Coupling, COMP x MIP 1"	\$ 11.93	\$ 2,386.00	\$ 12.32	\$ 2,464.00	3%
	1	#C3122-1-1/2 - Coupling, COMP x MIP 1-1/2"	\$ 32.68		\$ 33.73		3%
		#C3122-2 - Coupling, COMP x MIP 2"	,	,			3%
	120	#C3114-03/4 - Coupling, COMP x COMP 3/4"	\$ 12.26				3%
	80	#C3114-1 - Coupling, COMP x COMP 1"	\$ 14.03	\$ 1,122.40	\$ 14.48	\$ 1,158.40	3%
	1	#C3114-1-1/2 - Coupling, COMP x COMP 1-1/2"	\$ 46.93	\$ 46.93	\$ 48.45	\$ 48.45	3%
	18	#C3114-2 - Coupling, COMP x COMP 2"	\$ 63.38 AY 7610		\$ 65.42 AY 7610		3% AY 76103
	1	#C6124-03/4 - Curb Stop, FIP x FIP 3/4"	\$ 34.87				3%
	1	#C6124-1 - Curb Stop, FIP x FIP 1"	\$ 54.19	\$ 54.19	\$ 55.94	\$ 55.94	3%
	1	#C6124-1-1/2 - Curb Stop, FIP x FIP 1-1/2"	\$ 110.99	\$ 110.99	\$ 114.56	\$ 114.56	3%
	1	#C6124-2 - Curb Stop, FIP x FIP 2"	\$ 162.32	\$ 162.32	\$ 167.54	\$ 167.54	3%
	140	#C6126-03/4 - Curb Stop, COMP x FIP 3/4"	AY 76102 \$ 39.41	Q	AY 76102	2Q	AY 761020 3%
	30	#C6126-1 - Curb Stop, COMP x FIP 1"	\$ 60.53				3%
	25		\$ 183.27				3%
		#C6126-2 - Curb Stop, COMP x FIP 2"	AY 76100	Q	AY 76100	Q	AY 761000
	225	#C6113-03/4 - Curb Stop, COMP x COMP 03/4"	\$ 44.89				3%
	500	#C6113-1 - Curb Stop, COMP x COMP 1"	\$ 67.50				3%
	1	#C6113-1-1/2 - Curb Stop, COMP x COMP 1-1/2"	\$ 161.45	\$ 161.45	\$ 166.64	\$ 166.64	3%
	90	#C6113-2 - Curb Stop, COMP x COMP 2"	\$ 226.96 AY 74758		\$ 234.27 AY 74758		3% AY 747580
	40	#C3142-1x3/4 - Reducer Coupling, COMP x COMP 1" x 3/4"	\$ 14.16 AY 74764	\$ 566.40		\$ 584.80	3% AY 747640
	5	#T1120-01x01x01 - Tee, COMP x FIP 1" x 1" x 1"	\$ 30.19				3%
	10	#T1120-02x02x01 - Tee, COMP x FIP 2" x 2" x 1"	\$ 79.05	\$ 790.50	\$ 81.59	\$ 815.90	3%
	1	#T1121-03/4x03/4x03/4 - Tee, COMP x COMP 3/4" x 3/4" x 3/4"	\$ 29.52	\$ 29.52	\$ 30.47	\$ 30.47	3%
	5	#T1121-1x1x1 - Tee, COMP x COMP 1" x 1" x 1"	\$ 31.57				3%
			\$ 171.83				3%
		#T1121-2x2x2 - Tee, COMP x COMP 2" x 2" x 2" TOTAL ITEM 1	\$	156,725.41	\$	161,738.07	3%
3	BALL VA	#V5221-1/2 - Ball Valve, FNPT x FNPT 1/2"	\$ APOLLO 70L \$ 17.39		\$ APOLLO 70L \$ 18.46		APOLLO 70LF 6%
	225	#V5221-1 - Ball Valve, FNPT x FNPT 1"	\$ 36.13				6%
	5	#V5221-1-1/2 - Ball Valve, FNPT x FNPT 1-1/2"	\$ 77.38				6%
	12	#V5221-2 - Ball Valve, FNPT x FNPT 2"	\$ 92.25		,	,	6%
	180	#V5221-3/4 - Ball Valve, FNPT x FNPT 3/4" TOTAL ITEM 3	\$ 28.69 \$	\$ 5,164.20 14,874.30		\$ 5,478.48 15,781.10	6% 6%
						-	

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/16/2021	
03/29/2021		Clerk's File #	OPR 2021-0197	
		Renews #		
Submitting Dept	GRANTS, CONTRACTS &	Cross Ref #		
	PURCHASING			
Contact Name/Phone	THEA PRINCE 6403	Project #		
Contact E-Mail	TPRINCE@SPOKANECITY.ORG	Bid #	5395-21	
Agenda Item Type Purchase w/o Contract		Requisition #	VB	
Agenda Item Name	MENT VALUE BLANKE	T ORDER FOR COLD		
	MIX			

Approve five (5) year Annual Blanket Orders for Asphalt Mixes with **Central Pre-Mix**, Shamrock Mfg. and Lakeside Industries - \$330,000.00 estimated annual expenditure including tax.

Summary (Background)

This material is used by the Street Department, Sewer Maintenance and Water Department when hot mix asphalt is not available (usually November through March). These mixes are proprietary asphalt oils. Each asphalt company has a different product that has a specific asphalt oil blend and aggregate requirement. We are creating Blanket Orders with each of the four Asphalt Companies so we can purchase the product that is most effective for the condition the product is being used.

Lease?	NO (Grant related? NO	Public Works? NO		
Fiscal Impact			Budget Account		
Expense	\$ 330,000.00)	# various		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approv	als_		Council Notifications		
Dept He	<u>ad</u>	STOPHER, SALLY	Study Session\Other	Finance Comm 3/15/21	
Division	Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson	
<u>Finance</u>		BUSTOS, KIM	Distribution List		
Legal		ODLE, MARI	tprince		
For the I	<u>Mayor</u>	ORMSBY, MICHAEL			
Additio	nal Approva	ls			
<u>Purchas</u>	ing	PRINCE, THEA			

Briefing Paper FINANCE AND ADMINISTRATION

Division & Department:	Finance/Purchasing		
Subject:	Cold Mix – New Annual Value Blanket Orders		
Date:	3/3/2021		
Contact (email & phone):	Thea Prince, tprince@spokanecity.org, 625-6403		
City Council Sponsor:	CM Wilkerson		
Executive Sponsor:			
Committee(s) Impacted:			
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment:			
Strategic Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	This Value Blanket Order allows all City Departments to purchase cold mix at competed pricing as needed for City projects.		
mix asphalt is not available (usoils. Each asphalt company has a difference of the product that is more than the City of Spokane Purchasing	eet Department, Sewer Maintenance and Water Department when hot ually November through March). These mixes are proprietary asphalt fferent product that has a specific asphalt oil blend and aggregate Blanket Orders with each of the four Asphalt Companies so we can ost effective for the condition the product is being used. In Department requested bids in February of 2021 from the major for a five year contract. The estimated annual cost for all departments is		
mix is not available. The throughout the winter Action • Approve the use of Anim Mfg. and Lakeside Indufunding	nual Blanket Orders for Asphalt Mixes with Central Pre-Mix, Shamrock		
Budget Impact: TOTAL COST: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu Operations Impact: Consistent with current operat Requires change in current operat Specify changes required: Known challenges/barriers:	re? Yes No N/A e generating, match requirements, etc.) Revenue Generating ions/policy? Yes No N/A		

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	3/16/2021
03/29/2021		Clerk's File #	OPR 2021-0198
		Renews #	
Submitting Dept	GRANTS, CONTRACTS &	Cross Ref #	
	PURCHASING		
Contact Name/Phone	THEA PRINCE 6403	Project #	
Contact E-Mail	TPRINCE@SPOKANECITY.ORG	Bid #	5395-21
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	5500 - PURCHASING MULTI-DEPTARTMENT VALUE BLANKET ORDER FOR COLD		
	MIX		

Approve five (5) year Annual Blanket Orders for Asphalt Mixes with Central Pre-Mix, **Shamrock Mfg**. and Lakeside Industries - \$330,000.00 estimated annual expenditure including tax.

Summary (Background)

This material is used by the Street Department, Sewer Maintenance and Water Department when hot mix asphalt is not available (usually November through March). These mixes are proprietary asphalt oils. Each asphalt company has a different product that has a specific asphalt oil blend and aggregate requirement. We are creating Blanket Orders with each of the four Asphalt Companies so we can purchase the product that is most effective for the condition the product is being used.

Lease? NO G	Grant related? NO	Public Works? NO	
Fiscal Impact		Budget Account	
Expense \$ 330,000.00		# various	
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>s</u>
Dept Head	STOPHER, SALLY	Study Session\Other	Finance Comm 3/15/21
<u>Division Director</u>	WALLACE, TONYA	Council Sponsor	CM Wilkerson
Finance BUSTOS, KIM		<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	tprince	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
<u>Purchasing</u>	PRINCE, THEA		,

Briefing Paper FINANCE AND ADMINISTRATION

Division & Department:	Finance/Purchasing		
Subject:	Cold Mix – New Annual Value Blanket Orders		
Date:	3/3/2021		
Contact (email & phone):	Thea Prince, tprince@spokanecity.org, 625-6403		
City Council Sponsor:	CM Wilkerson		
Executive Sponsor:			
Committee(s) Impacted:			
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment:			
Strategic Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	This Value Blanket Order allows all City Departments to purchase cold mix at competed pricing as needed for City projects.		
mix asphalt is not available (us oils. Each asphalt company has a direquirement. We are creating Equirations the product that is mathematical The City of Spokane Purchasing	eet Department, Sewer Maintenance and Water Department when hot ually November through March). These mixes are proprietary asphalt fferent product that has a specific asphalt oil blend and aggregate Blanket Orders with each of the four Asphalt Companies so we can ost effective for the condition the product is being used. If Department requested bids in February of 2021 from the major for a five year contract. The estimated annual cost for all departments is		
Executive Summary: Impact The Street Department mix is not available. The throughout the winter Action Approve the use of Annexes of Mfg. and Lakeside Industruction This has been program	nual Blanket Orders for Asphalt Mixes with Central Pre-Mix, Shamrock		
Budget Impact: TOTAL COST: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu Operations Impact: Consistent with current operat Requires change in current operat Specify changes required: Known challenges/barriers:	e generating, match requirements, etc.) Revenue Generating ions/policy? Yes No N/A		

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	3/16/2021
03/29/2021		Clerk's File #	OPR 2021-0199
		Renews #	
Submitting Dept	GRANTS, CONTRACTS &	Cross Ref #	
	PURCHASING		
Contact Name/Phone	THEA PRINCE 6403	Project #	
Contact E-Mail	TPRINCE@SPOKANECITY.ORG	Bid #	5395-21
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	5500 - PURCHASING MULTI-DEPTARTMENT VALUE BLANKET ORDER FOR COLD		
	MIX		

Approve five (5) year Annual Blanket Orders for Asphalt Mixes with Central Pre-Mix, Shamrock Mfg. and **Lakeside Industries** - \$330,000.00 estimated annual expenditure including tax.

Summary (Background)

This material is used by the Street Department, Sewer Maintenance and Water Department when hot mix asphalt is not available (usually November through March). These mixes are proprietary asphalt oils. Each asphalt company has a different product that has a specific asphalt oil blend and aggregate requirement. We are creating Blanket Orders with each of the four Asphalt Companies so we can purchase the product that is most effective for the condition the product is being used.

Lease? NO G	Grant related? NO	Public Works? NO	
Fiscal Impact		Budget Account	
Expense \$ 330,000.00		# various	
Select \$		#	
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>s</u>
Dept Head	STOPHER, SALLY	Study Session\Other	Finance Comm 3/15/21
<u>Division Director</u>	WALLACE, TONYA	Council Sponsor	CM Wilkerson
Finance BUSTOS, KIM		<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	tprince	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
<u>Purchasing</u>	PRINCE, THEA		,

Briefing Paper FINANCE AND ADMINISTRATION

Division & Department:	Finance/Purchasing		
Subject:	Cold Mix – New Annual Value Blanket Orders		
Date:	3/3/2021		
Contact (email & phone):	Thea Prince, tprince@spokanecity.org, 625-6403		
City Council Sponsor:	CM Wilkerson		
Executive Sponsor:			
Committee(s) Impacted:			
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment:			
Strategic Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	This Value Blanket Order allows all City Departments to purchase cold mix at competed pricing as needed for City projects.		
mix asphalt is not available (us oils. Each asphalt company has a direquirement. We are creating Equirations the product that is mathematical The City of Spokane Purchasing	eet Department, Sewer Maintenance and Water Department when hot ually November through March). These mixes are proprietary asphalt fferent product that has a specific asphalt oil blend and aggregate Blanket Orders with each of the four Asphalt Companies so we can ost effective for the condition the product is being used. If Department requested bids in February of 2021 from the major for a five year contract. The estimated annual cost for all departments is		
Executive Summary: Impact The Street Department mix is not available. The throughout the winter Action Approve the use of Annexes of Mfg. and Lakeside Industruction This has been program	nual Blanket Orders for Asphalt Mixes with Central Pre-Mix, Shamrock		
Budget Impact: TOTAL COST: Approved in current year budg Annual/Reoccurring expenditu If new, specify funding source: Other budget impacts: (revenu Operations Impact: Consistent with current operat Requires change in current operat Specify changes required: Known challenges/barriers:	e generating, match requirements, etc.) Revenue Generating ions/policy? Yes No N/A		

SPOKANE Agenda Sheet	for City Council Meeting	of: Date Rec'd	3/16/2021
03/29/2021		Clerk's File #	OPR 2018-0271
		Renews #	
Submitting Dept	GRANTS, CONTRACTS &	Cross Ref #	
	PURCHASING		
Contact Name/Phone	THE PRINCE 6403	Project #	
Contact E-Mail	TPRINCE@SPOKANECITY.ORG	Bid #	4453-18
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	5500 - PURCHASING CITY-WIDE VB RENEWAL FOR MISC STOCK STEEL		

Renewal of City-Wide Value Blanket Order with Haskins Steel for Miscellaneous Stock Steel. Estimated annual expenditure \$200,000.00 including tax

Summary (Background)

Bid #4453-18 for Miscellaneous Stock Steel was opened on April 2, 2018 – Notice that this Bid was posted on our webpage was sent out to nineteen (19) vendors and plancenters. Only one (1) response was received. This bid allowed for three (3) one-year renewals – this will be the first of those renewals.

Lease?	NO G	rant related? NO	Public Works? NO		
Fiscal Impact		Budget Account			
Expense	\$ 200,000.00		# various		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approv	als		Council Notifications		
Dept He	<u>ad</u>	STOPHER, SALLY	Study Session\Other	Fin Comm - 3/15/21	
Division	Director	WALLACE, TONYA	Council Sponsor	CM Wilkerson	
Finance BUSTOS, KIM		BUSTOS, KIM	<u>Distribution List</u>		
Legal		ODLE, MARI	tprince		
For the I	<u>Mayor</u>	ORMSBY, MICHAEL			
Additio	nal Approval	<u>s</u>			
Purchas	ing	PRINCE, THEA			

Briefing Paper FINANCE AND ADMINISTRATION

Division & Department:	Finance/Purchasing			
Subject:	Miscellaneous Stock Steel – Renew Annual Value Blanket Order			
Date:	3/3/2021			
Contact (email & phone):	Thea Prince, tprince@spokanecity.org, 625-6403			
City Council Sponsor:	CM Wilkerson			
Executive Sponsor:				
Committee(s) Impacted:				
Type of Agenda item:	Consent Discussion Strategic Initiative			
Alignment:				
Strategic Initiative:				
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)	This Value Blanket Order allows all City Departments to purchase miscellaneous stock steel at competed pricing as needed for city projects.			
Background/History: Bid #4453-18 for Miscellaneous Stock Steel was opened on April 2, 2018 – Notice that this Bid was posted on our webpage was sent out to nineteen (19) vendors and plancenters. Only one (1) response was received. This bid allowed for three (3) one-year renewals – this will be the first of those renewals. Executive Summary: This is set up as a Value Blanket Order used by multiple city departments for an				
 annual amount of \$200,000.00 including tax which will be effective upon award and shall terminate on 4/30/21. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years. The Value Blanket Order will provide raw material needed in the fabrication and repair of tools and equipment. The Current Value Blanket Order expires 4/30/20 				
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? Requires change in current operations/policy? Yes No N/A N/A				
Specify changes required:				
Known challenges/barriers:				

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	3/12/2021
03/22/2021		Clerk's File #	ORD C36028
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	MICHELLE HUGHES X6320	Project #	
Contact E-Mail	MHUGHES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5600-SBO LOAN PROCEEDS AND DEBT PARKING METER REPLACEMENT		

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 Gr	ant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Revenue \$ 1,200,000		# 5901-79221-99999-3827	71	
Revenue \$ 123,376		# 5901-79221-39755-9999	99	
Expense \$ 1,200,000		# 5901-79221-94000-56401		
Expense \$ 115,544		# 5901-99999-81200-5790	00	
Approvals		Council Notification	<u>s</u>	
Dept Head	HUGHES, MICHELLE	Study Session\Other	F&A Committee 2-22-	
			2021	
<u>Division Director</u>	WALLACE, TONYA	Council Sponsor	CM Wilkerson	
Finance HUGHES, MICHELLE		<u>Distribution List</u>		
<u>Legal</u>	PICCOLO, MIKE	twallace@spokanecity.org;		
		mhughes@spokanecity.org	5	
For the Mayor	ORMSBY, MICHAEL	aduffey@spokanecity.org;	ablain@spokanecity.org	
Additional Approvals	<u>.</u>			
<u>Purchasing</u>	<u>Purchasing</u>			
MANAGEMENT &	INGIOSI, PAUL			
<u>BUDGET</u>				

Briefing Paper FINANCE AND ADMINISTRATION

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 99999-38271 5901-79221 39755-99999	Asset Management Fund Other Long Term Debt Proceeds Asset Management Fund Transfer in from Parking Meters	\$1,200,000 \$123,376
			<u>\$1,323,375</u>
TO:	5901-79221 94000-56401 5901-9999 81200-57900 5901-9999 92000-58200	Asset Management Fund Machinery/Equipment Asset Management Fund Other Debt Asset Management Fund Interest on IF Debt	\$1,200,000 \$115,544 \$ 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 99999	Parking Meter Fund Unappropriated Reserves	<u>\$ 123,376</u>
TO:	1460-79221 97185-80102	Parking Meter Fund Transfer to Asset Management Fund	\$ 123,37 <u>6</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	

SPOKANE Agenda Sheet	Date Rec'd	3/19/2021	
03/29/2021		Clerk's File #	OPR 2021-0200
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
	SERVICES		
Contact Name/Phone	MICHAEL SLOON 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	MASTER
		-	CONTRACT
Agenda Item Name	5300 MASTER CONTRACT COPIERS NORTHWEST		

Master Contract with Copiers Northwest, Inc. for expenditures relating to copiers and printers citywide. Utilizing WA State Contract #06619 (NASPO No.140595). Requesting \$300,000.00 including tax annually. Term is April 1, 2021 - March 31, 2024.

Summary (Background)

Master Contract with Copiers Northwest, Inc. for purchasing, leasing, service, software maintenance and support for the City of Spokane's copier and printer purchases. Contract will provide the city with a Master Contract (to be managed by the ITSD) from which all City Departments will accrue future copiers or printers. 2020 contracted amount was \$280,142.88 including tax.

Lease? YES Gr	ant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Expense \$ 300,000.00		# Various Accounts		
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		Council Notification	<u>s</u>	
Dept Head	SLOON, MICHAEL	Study Session\Other	Finance Committee	
			3/15/21	
Division Director FINCH, ERIC		Council Sponsor	CM Wilkerson	
Finance BUSTOS, KIM		<u>Distribution List</u>		
Legal	ODLE, MARI	Accounting - ywang@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org		
Additional Approvals	3	Legal - modle@spokanecity.org		
Purchasing		Purchasing - cwahl@spokanecity.org		
ACCOUNTING - HUGHES, MICHELLE		IT - itadmin@spokanecity.org		
<u>LEASE</u>				
		Tax & Licenses		
		John Hines - jhines@copiersnw.com		

Briefing Paper Finance and Administration Committee

Division & Department:	Innovation and Technology Services Division			
Subject:	Copiers Northwest, Inc. Master Contract			
Date:	March 15, 2021			
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468			
City Council Sponsor:				
Executive Sponsor: Eric Finch and Michael Sloon				
Committee(s) Impacted: Finance and Administration Committee				
Type of Agenda item: Consent Discussion Strategic Initiative				
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Master Contract with Copiers Northwest, Inc. Utilizing Budget Account # Various Accounts			
Strategic Initiative:	Sustainable Resources			
Deadline:	March 31, 2021			
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing purchasing, leasing, service, software maintenance and support			
a Master Contract (to be mana	kane's copier and printer purchases. Contract will provide the city with ged by the ITSD) from which all City Departments will accrue future acted amount was \$280,142.88 including tax.			
 Master Contract with Copiers Northwest, Inc. for expenditures relating to copiers and printers citywide. Utilizing WA State Contract #06619 (NASPO No.140595). Requesting \$300,000 including tax annually. Term is April 1, 2021 – March 31, 2024 				



City of Spokane

MASTER CONTRACT

Title: COPIERS AND MANAGED
PRINT SERVICES

THIS MASTER CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COPIERS NORTHWEST, INC.**, whose address is 601 Dexter Avenue North, Seattle, Washington 98109, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

- 1. <u>PERFORMANCE</u>. The Company will provide Purchasing, Leasing, Service, Software Maintenance and Support for the City of Spokane's Copier and Printer Purchases, in accordance with Washington State Master Contract No. 06619, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
- 2. <u>CONTRACT TERMS</u>. The Contract shall begin April 1, 2021, and run through March 24, 2024, unless amended by written agreement or terminated earlier under the provisions.
- 3. <u>COMPENSATION</u>. The City shall pay the Company an annual maximum amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, per year, including tax, for everything furnished and done under this Contract.
- 4. <u>PAYMENT</u>. 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. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state, and local laws and regulations.
- 6. <u>ASSIGNMENTS</u>. 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. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.

- 8. <u>ANTI-KICKBACK</u>. 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. <u>TERMINATION</u>. 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. <u>INSURANCE</u>. 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. <u>INDEMNIFICATION</u>. 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. <u>DEBARMENT AND SUSPENSION</u>. 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. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 14. <u>STANDARD OF PERFORMANCE</u>. 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. <u>NONDISCRIMINATION</u>. 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. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
- 17. <u>AUDIT / RECORDS</u>. 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. <u>CONFIDENTIALITY/PUBLIC RECORDS</u>. 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, at its own expense, will be required to go to Court to get an injunction preventing the release of the 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. <u>DISPUTES</u>. 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.

CITY OF CDOKANE

CODIEDO MODELIMECE IMO

COPIERS NORTHWEST, INC.	CITY OF SPOKANE			
By	Ву			
Signature Date	Signature Date			
Type or Print Name	Type or Print Name			
Title	Title			
Attest:	Approved as to form:			
City Clerk	Assistant City Attorney			
Attachments that are part of this Agreement:				
Exhibit A – Certificate Regarding Debarment Exhibit B – Washington State Master Contract N	No. 06619			

21-038

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.

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

EXHIBIT B

Contract Summary Page 1 of 3



Contract Summary

Copiers and Managed Print Services

Contract #: 06619 Replaces: <u>05214</u> Contract Type: COOPERATIVE

This contract replaces contract 05214 Copiers and 00215 Managed Print Services.

The state of Colorado, on behalf of the NASPO ValuePoint (formally WSCA) is adminstering a contract for copiers and managing print services. When making a provider selection, end users are NOT required to complete a formal procurement, and may make informal selections of providers or resellers and their diversity status.

DES has awarded 7 contractors with Participating Addendas: Ricoh, Konica Minolta, Canon, Sharp, Toshiba, HP, and Xerox

Copiers:

Ricoh

Canon

Konica Minolta

Sharp

Toshiba

ΗР

Xerox

Managed Print Services:

Ricoh

Konica Minolta

Canon

Toshiba

Sharp

HP Xerox

Please see the "Pricing & Ordering" link for information on diversity status of Authorized Resellers.

Effective Date: 03-02-2020

Current Term Ends On: 12-31-2021

Diversity: 0% WBE 0% MBE

Est. Annual Worth: \$0

Final Term Ends On: 07-31-2024

of Bids Received: 9

Commodity Code(s):

Contact Info: Breann Aggers

✓ breann.aggers@des.wa.gov

(360) 407-9416

Page 2 of 3 Contract Summary

Secondary Contact Team D **4** (360) 407-2215

Info:

✓ DESContractsTeamCedar@des.wa.gov

Who Can Use This Contract?

- Organizations with Master Contract Usage Agreements
- MCUA Customer Communication Profile
- Pricing & Ordering
- Contract & Amendments
- Original Solicitation Documents

This Contract has no Resource Documents

Showing 1 to 7 of 7 Vendors

All Vendors Per Page.	Search Vendors:	1
		ت

Vendor ↑↓	Vendor # ↑↓	Authorized Fulfillment Partners	↑↓	OMWBE ↑↓	Veteran ↑↓	Small Business ↑↓	Considerations / Preferences
SHARP ELECTRONICS CORPORATION	w1135						
RICOH USA, INC.	w19074						
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.	w229						
XEROX CORPORATION	w2295						
TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.	w2739						
HP INC.	w6537						
CANON U.S.A., INC.	w7625						

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned

Contract Summary Page 3 of 3



= *Preference Executive Order 18-03

Hg = *Preference Nonmercury-Added Products Purchasing



= *Preference Polychlorinated
Biphenyls (PCBs) Purchasing



<u>Products Purchasing</u>* = Newly Added Icon.

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

407-2210

 \searrow

Find a Contracts Specialist

contractingandpurchasing@des.wa.gov



© Copyright 2012 Department of Enterprise Services



PARTICIPATING ADDENDUM

NASPO VALUEPOINT

COPIERS & MANAGED PRINT SERVICES

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: 140595

Canon U.S.A. Inc.

(hereinafter "Contractor")

and

State of Washington

(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT No.: 06619

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Canon U.S.A. Inc., a New York corporation ("Contractor") and is dated and effective as of March 2, 2020.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.
- E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

AGREEMENT

Now Therefore, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. Scope: This Participating Addendum covers the following Copiers and Managed Print Services contract categories led by the State of Colorado for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
 - Group A MFD, A3
 - Group B MFD, A4
 - Group C Production Equipment
 - Group D Single-function Printers
 - Group E Large/Wide Format Equipment
 - Group F Scanners
 - Supplies
 - Software
 - Accessories for Discontinued Base Units
- 2. PARTICIPATION: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):
 - (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:
 - State universities i.e., University of Washington & Washington State University;
 - Regional universities i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that

receive federal, state, or local funding); and

Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 3.1. Washington's Electronic Business Solutions (WEBS) System: Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at WEBS. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. **Washington's Statewide Payee Desk**: To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
 - (a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 3.4. **VENDOR MANAGEMENT FEE**: Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.
 - (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

PARTICIPATING ADDENDUM – No. 06619: COPIERS & MANAGED PRINT SERVICES (Rev. 2019-12-01)

- Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
 - This Washington Master Contract Number: 06619
 - The NASPO Master Agreement Number: 140595
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase reduce or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any Increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.
- 3.5. Contractor Representations and Warranties: Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - (a) WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
 - (b) PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by

PARTICIPATING ADDENDUM – No. 06619: COPIERS & MANAGED PRINT SERVICES (Rev. 2019-12-01)

quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participating Addendum.

- (c) EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, that Contractor does <u>NOT</u> require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- (d) OCIO Policy & Security Compliance: Contractor represents and warrants that it shall comply, to the extent applicable, with the Washington Office of the Chief Information Officer (OCIO) statewide information technology policies 141.10 Securing Information Technology Assets Standards and 188 Accessibility, as applicable, for Purchasing Entity and for Contractor's Product(s) procured by Purchasing Entity. Such policies are located on the OCIO website at https://ocio.wa.gov//policies. Prior to final execution of a Washington State Agency's Order with a Contractor, the Contractor's Product(s), as implemented by the Washington State Agency, may be subject to a security design review performed by Washington Consolidated Technology Services to ensure compliance with OCIO Policy 141.10 Securing Information Technology Assets Standards.
- (e) GREEN/SUSTAINABLE. Contractor represents and warrants that Contractor shall endeavor to supply and delivery goods in alignment with the State of Washington's green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, 'green products' that provide equivalent performance.
- 3.6. COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION: Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:

- (a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participating Addendum, Contractor and designated local dealer network are authorized to provide only those Products set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchasing Entity hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.
- (b) INVOICES. Contractor and designated local dealer network must provide a properly completed invoice to Purchasing Entity. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:
 - Washington Master Contract Number 06619;
 - Lead State Master Agreement Number: 140595;
 - Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
 - Applicable Purchasing Entity's order number:

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

- 4. <u>LEASES:</u> Any Purchaser that desires to lease equipment pursuant to the Master Agreement, must have the authority to do so. This Participating Addendum does not provide independent authorization for Purchaser to lease equipment. In addition, Purchaser, that are state agencies must follow the Office of Financial Management (OFM) Statewide Administrative and Accounting Manual (SAAM), <u>policy</u> 30.20.70 and 90.40.45 regarding any leases of equipment.
- 5. PRIMARY CONTACTS: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Canon U.S.A. Inc., One Canon Park

Melville, New York 11747

Participating State

State of Washington

Department of Enterprise Services
Contracts & Procurement Division

P.O. Box 41411

Olympia, WA 98504-1411

Attn: Dave Rothauser Tel: (631) 330-5443

Email: isgbidadmin@cusa.canon.com

Attn: Breann Aggers Tel: (360) 407-9416

Email: breann.aggers@des.wa.gov

- 6. Contractor's Authorized Local Dealer Network: Contractor shall provide the products/services through its Authorized Local Dealer Network. For purposes of this Master Agreement and Participating Addendum, Contractor's Authorized Local Dealer Network for the State of Washington are those firms listed on the dedicated Exhibit A Authorized Local Dealer Network set forth in this agreement for this Master Agreement. Contractor shall ensure that each of its Authorized Local Dealer Network perform in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.
 - (a) <u>Subcontractors</u>: Except for subcontracts with Contractor's Local Dealer Network ("Local Dealer Network" or "Designated Subcontractors"), Contractor shall not subcontract, assign,

or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

- SUBCONTRACTOR AUTHORIZATION. Contractor is authorized, without additional Participating State consent, to utilize its Authorized Local Dealer Network to provide sales and service support to Purchasers hereunder; provided, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Contractor shall maintain a list of such Authorized Local Dealer Network utilized for this Participating Addendum, and, upon request, promptly provide Enterprise Services with such list and any updates.
- CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS. Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Authorized Local Dealer Network. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Designated Local Dealer Network.
- PURCHASER PAYMENT REGARDING CONTRACTOR'S LOCAL DEALER NETWORK. Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; provided, however, that, in the event any such sales or services are performed by a Local Dealer Network for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Local Dealer Network. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Local Dealer Network, Contractor shall remain responsible for performance.
- CONTRACT SALES REPORTING. Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Authorized Local Dealer Network and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.
- 7. <u>Showroom Equipment</u>: Upon request by a Purchasers, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
 - a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);

- b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
- 8. SOFTWARE: Purchasers that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasers shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
- 9. <u>AUTHORIZED LOCAL DEALER NETWORK</u>: Contractor's Authorized Local Dealer Network to do business in Washington is provided in Participating Addendum Exhibit A Authorized Local Dealer Network.
- 10. ORDERS: Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

11. GENERAL:

- (a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

PARTICIPATING ADDENDUM – NO. 06619: COPIERS & MANAGED PRINT SERVICES (Rev. 2019-12-01)

(d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES (mune)

By:

Corinna Cooper

Its:

Enterprise Procurement Manager

CANON U.S.A. INC.,

NEW YORK CORPORATION

By:

Shinichi Yoshida

lts:

Executive Vice President & G.M.

Exhibit A

Authorized Local Dealer Network

For

Canon U.S.A Inc.

The Washington State Department of Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Accordingly, please identify each authorized dealer (the person or firm you contractually authorize to fulfill contractual duties as set forth in the Master Agreement) and, for each authorized dealer, please identify whether the authorized dealer is a small business, microbusiness, minibusiness, Washington State Office of Minority and Women's Business Enterprise (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veteran's Affairs (DVA) certified veteran-owned business.

Authorized Dealer:	Pacific Office Automation Inc.	
Certifications Status:	N/A	
1=	14747 Nw Greenbrier Prkwy.,	
Address:	Beaverton, OR 97006	
Contact:	Peter Dresler	
Phone:	503-641-2000	
Email:	peter.dresler@pacificoffice.com	

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
	1400 King St, Suite 106,
Address:	Bellingham, WA 98229
Contact:	Gregg Petrie
Phone:	360-714-8697
Email:	gpetrie@copiersnw.com

Authorized Dealer:	H&H Business Systems
Certifications Status:	N/A
	733 - 5th St., Ste. #H,
Address:	Clarkston, WA 99403
Contact:	Yousif Kaddoura
Phone:	509-922-1000
Email:	yousifk@handhsystems.com

Authorized Dealer:	Pacific Office Automation Inc.
Certifications Status:	N/A
	1010 SE Everett Mall Way
Address:	Everett, WA 98208
Contact:	James Pierson
Phone:	503-601-2238
Email:	james.pierson@pacificoffice.com

Authorized Dealer:	Electronic Business Machines
Certifications Status:	N/A
	802 134th St., SW-STE 170,
Address:	Everett, WA 98204
Contact:	Dave Schlosser
Phone:	425-347-2244
Email:	dschlosser@ebmco.com

Authorized Dealer:	Copiers Northwest Inc.	
Certifications Status:	N/A	
	5007 Pacific Hwy., E #23,	
Address:	Fife, WA 98424	
Contact:	Debbie Raphael	
Phone:	253-926-3003	
Email:	draphael@copiersnw.com	

Authorized Dealer:	United Business Machines of Washington, Inc.
Certifications Status:	N/A
	3202 20th Street East,
Address:	Fife, WA 98424
Contact:	Todd Gregg
Phone:	253-572-6482
Email:	tgregg@ubmofwa.com

Authorized Dealer:	Canon Solutions America
Certifications Status:	N/A
	8601 W. Clearwater Ave.,
Address:	Kennewick, WA 99336
Contact:	Jonathan Hall
Phone:	509-581-3912
Email:	johall@csa.canon.com

Authorized Dealer:	Copiers Northwest Inc.	
Certifications Status:	N/A	
	7103 W Clearwater Ave	-3
Address:	Kennewick, WA 99336	
Contact:	Forrest Alexander	
Phone:	509-735-9795	
Email:	falexander@copiersnw.com	

Authorized Dealer:	Pacific Office Automation Inc.	
Certifications Status:	N/A	
	7913 W. Grandridge Blvd.,	
Address:	Kennewick, WA 99336	
Contact:	James Freeman	
Phone:	509-735-0502	
Email:	James.Freeman@pacificoffice.com	

Authorized Dealer:	United Business Machines of Washington, Inc.
Certifications Status:	N/A
	11050 118th Place NE,
Address:	Kirkland, WA 98033
Contact:	Todd Gregg
Phone:	425-827-0611
Email:	tgregg@ubmofwa.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
	655 Golf Club Place SE,
Address:	Lacey, WA 98503
Contact:	Debbie Raphael
Phone:	360-438-1107
Email:	draphael@copiersnw.com

Authorized Dealer:	United Business Machines of Washington, Inc.
Certifications Status:	N/A
	3773 Martin Way E, Ste. 103C,
Address:	Olympia, WA 98506
Contact:	Todd Gregg
Phone:	360-438-8315
Email:	tgregg@ubmofwa.com

Authorized Dealer:	Pacific Office Equipment Inc.	
Certifications Status:	N/A	
	314 East 8th Street,	
Address:	Port Angeles WA 98362	
Contact:	Tom Baermann	
Phone:	360-417-3600	
Email:	SALES@POEINC.COM	

Authorized Dealer:	Imperial Office Machines, Inc.
Certifications Status:	N/A
	3929 SE Hawthorne Blvd,
Address:	Portland, OR 97214
Contact:	Rick Gardner
Phone:	503-233-1127
Email:	rgardner@imperialofficesolutions.com

Authorized Dealer:	H&H Business Systems	
Certifications Status:	N/A	
	5140 East Seltice Way,	
Address:	Post Falls, ID 83854	
Contact:	Yousif Kaddoura	
Phone:	509-922-1000	
Email:	yousifk@handhsystems.com	

Authorized Dealer:	Excel Business Systems Inc.
Certifications Status:	N/A
	1340 Lumsden Rd., Ste 110,
Address:	Port Orchard, WA 98367
Contact:	Mark Trenary
Phone:	253-473-9663
Email:	mtrenary@ebs-nw.com

Authorized Dealer:	Pacific Office Equipment Inc.
Certifications Status:	N/A
	1139 Water Street,
Address:	Port Townsend, WA 98368
Contact:	Tom Baermann
Phone:	206-385-7547
Email:	SALES@POEINC.COM

Authorized Dealer:	Pacific Office Automation Inc.	
Certifications Status:	N/A	
	6729 E Marginal Way South	
Address:	Seattle, WA 98108	
Contact:	James Pierson	
Phone:	206-305-8328	
Email:	james.pierson@pacificoffice.com	

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
	601 Dexter Avenue NO.,
Address:	Seattle, WA 98109

Contact:	Gregg Petrie	
Phone:	206-282-1200	
Email:	gpetrie@copiersnw.com	

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
	615 S Alaska,
Address:	Seattle, WA 98108
Contact:	Gregg Petrie
Phone:	206-282-1200
Email:	gpetrie@copiersnw.com

Authorized Dealer:	Pacific Office Automation Inc.
Certifications Status:	N/A
	1064 4th Avenue South,
Address:	Seattle, WA 98134
Contact:	James Pierson
Phone:	503-601-2225
Email:	james.pierson@pacificoffice.com

Authorized Dealer:	Canon Solutions America
Certifications Status:	N/A
	10102 E Knox Ave., Ste. 400,
Address:	Spokane, WA 99206
Contact:	Michael Wayne Davis
Phone:	509-242-2140
Email:	michdavis@csa.canon.com

Authorized Dealer:	H&H Business Systems	
Certifications Status:	N/A	
	15320 E Marietta, Ste #9,	
Address:	Spokane, WA 99216	
Contact:	Yousif Kaddoura	
Phone:	509-922-1000	
Email:	yousifk@handhsystems.com	

Authorized Dealer:	Copiers Northwest Inc.	
Certifications Status:	N/A	
	10102 E Knox Suite 500	
Address:	Spokane Valley, WA 99206	
Contact:	Forrest Alexander	
Phone:	509-892-0700	
Email;	falexander@copiersnw.com	

Authorized Dealer:	Excel Business Systems Inc.	
Certifications Status:	N/A	
	5449 South Tacoma Way,	
Address:	Tacoma, WA 98409	
Contact:	Mark Trenary	
Phone:	253-473-9663	
Email:	mtrenary@ebs-nw.com	

Authorized Dealer:	Canon Solutions America	
Certifications Status:	N/A	
	12856 Interurban Ave. S.,	
Address:	Tukwila, WA 98168	
Contact:	Christopher Rees Thrower	
Phone:	206-694-1821	
Email:	cthrower@csa.canon.com	

Authorized Dealer:	Canon Solutions America	
Certifications Status:	N/A	
	550 Andover Park W.,	
Address:	Tukwila, WA 98188	
Contact:	Christopher Rees Thrower	
Phone:	206-694-1821	
Email:	cthrower@csa.canon.com	

Authorized Dealer:	Canon Solutions America
Certifications Status:	N/A
	801 West Yakima Ave.,
Address:	Yakima, WA 98902
Contact:	Jonathan Roensch
Phone:	503-277-1121
Email:	jroensch@csa.canon.com

Authorized Dealer:	Copiers Northwest Inc.
Certifications Status:	N/A
	1101 Yakima Avenue,
Address:	Yakima, WA 98902
Contact:	Forrest Alexander
Phone:	509-654-7640
Email:	falexander@copiersnw.com

Authorized Dealer:	United Business Machines of Washington, Inc.	
Certifications Status:	N/A	
	2201 W. Nobb Hill Blvd.,	
Address:	Yakima, WA 98902	
Contact:	Todd Gregg	
Phone:	509-248-3708	
Email:	tgregg@ubmofwa.com	

Washington State Department of Revenue

< Business Lookup

License Information:

New search Back to results

Entity name:

COPIERS NORTHWEST, INC.

Business name:

COPIERS NORTHWEST INC

Entity type:

Profit Corporation

UBI#:

600-628-310

Business ID:

001

Location ID:

0001

Location:

Active

Location address:

601 DEXTER AVE N SEATTLE WA 98109-4712

Mailing address:

601 DEXTER AVE N SEATTLE WA 98109-4712

Excise tax and reseller permit status:

Click here

Secretary of State status:

Click here

Endorsements

Endorsements					
Page 2 of 2 > Fill	ter				
Endorsements held at this l	License #	Count	Details	Status	Expiration da First issuance
Mercer Island General Business - Non-Resident	80482			Active	Jun-30-2021 Oct-09-2019
Minor Work Permit				Active	Jun-30-2021 Jun-28-2018
Mukilteo General Business - Non-Resident				Active	Jun-30-2021 Sep-28-2012
Olympia General Business - Non-Resident	14294			Active	Jun-30-2021 Sep-23-2003
Puyallup General Business - Non-Resident	2008026			Active	Jun-30-2021 Mar-12-2010
Richland Retail & Wholesale Business	C18000		v	Active	Jun-30-2021 Sep-09-2009

Endorsements held at this l	License #	Count	Details	Status	Expiration da First issuance
Shelton General Business	8003990			Active	Jun-30-2021 Sep-12-2018
Spokane General Business - Non-Resident	T12056119BUS			Active	Jun-30-2021 Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jun-30-2021 Feb-20-2009
Sumner General Business - Non-Resident				Active	Jun-30-2021 Oct-30-2009
Tumwater General Business - Non-Resident	R-005537			Active	Jun-30-2021 Nov-09-200

Governing people	Title
PETRIE, GREGG	
PETRIE, MARK	

Registered Trade Names

Registered trade names	Status	First issued
BLUZEBRA TECHNOLOGIES	Active	Apr-19-2012
WATERSMART COOLERS	Active	Mar-31-2008

View Additional Locations

The Business Lookup information is updated nightly. Search date and time: 12/14/2020 7:59:11 AM

~

Contact us

How are we doing? **Take our survey!**

Don't see what you expected?

Check if your browser is supported



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2020

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 this certificate does not confer rights to the c				equire an endorsement	. A statement on
PRODUCER	ertificate floider in fled of St	CONTACT).		
Brown & Brown of Washington, Inc.		NAME: PHONE (A/C, No, Ext): 206-956-1600			
800 Fifth Avenue, Suite 2400 Seattle WA 98104		HONE (A/C, No, Ext): 206-956-1600 (A/C, No): 206-956-9601 E-MAIL ADDRESS: certrequest@bbseattle.com			
Seattle WA 90104		ADDRESS: Certrequest@bbseattle.com INSURER(S) AFFORDING COVERAGE NAIC #			
		INSURER A : HARTFO			19682
INSURED	COPIE-2	INSURER B:		3 00	13002
Copiers Northwest, Inc		INSURER C:			
601 Dexter Ave N Seattle WA 98109		INSURER D:			
Geattle WA 90109		INSURER E :			
		INSURER F:			
COVERAGES CERTIFICA	ATE NUMBER: 1442205794	INCORER 1		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INS INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTAI	MENT, TERM OR CONDITION	OF ANY CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	CT TO WHICH THIS
EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	ES. LIMITS SHOWN MAY HAVE	BEEN REDUCED BY	PAID CLAIMS.	TIERENT TO GODDEOT TO	, , , , , , , , , , , , , , , , , , ,
INSR LTR TYPE OF INSURANCE ADDL SU INSD W	UBR VVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A X COMMERCIAL GENERAL LIABILITY Y	52UUNHC1229	7/28/2020	7/28/2021	EACH OCCURRENCE	\$1,000,000
CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
				MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
POLICY X PRO-				PRODUCTS - COMP/OP AGG	\$2,000,000
OTHER:				COMBINED SINGLE LIMIT	\$
AUTOMOBILE LIABILITY				(Ea accident)	\$
ANY AUTO OWNED SCHEDULED				BODILY INJURY (Per person)	\$
AUTOS ONLY AUTOS NON-OWNED				BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
AUTOS ONLY AUTOS ONLY				(Per accident)	\$
UMBRELLA LIAB OCCUB				EAGU GOOUDDENGE	<u> </u>
EXCESS LIAB OCCUR CLAIMS-MADE				EACH OCCURRENCE AGGREGATE	\$
DED RETENTION\$				AGGREGATE	\$
A WORKERS COMPENSATION	52UUNHC1229	7/28/2020	7/28/2021	PER X OTH-	WA Stop Gap/EL
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$1,000,000
OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACC	ORD 101, Additional Remarks Schedu	le, may be attached if more	e space is require	ed)	
Re: Working within the Public Right-of-Way					
See Attached					
CERTIFICATE HOLDER		CANCELLATION			
City of Spokane Planning & Development Service	es		N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.	
808 West Spokane Falls Blvd.		AUTHORIZED REPRESE			
Spokane WA 99201-3343		C Mun	900	MN	

AGENCY CUSTOMER	ID: COPIE-2
------------------------	-------------

LOC #:

R	
ACORD	

ADDITIONAL REMARKS SCHEDULE

Page _ 1 _ of _ 1

AGENCY Brown & Brown of Washington, Inc. POLICY NUMBER	NAMED INSURED Copiers Northwest, Inc 601 Dexter Ave N Seattle WA 98109		
CARRIER NAIC CODE			
	EFFECTIVE DATE:		
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,			
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY	INSURANCE		
Certificate Holder: The City of Spokane			
The Oily of Opokane			



COMMERCIAL GENERAL 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, and any other person or organization qualifying as a Named Insured under this policy. 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 II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section ${\bf V}$ - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" 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" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III - 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 or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II 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.
- 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 II 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;
 - (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 And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for: The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or 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;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. 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.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written 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.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

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 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

Page 12 of 21 HG 00 01 09 16

- (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(s) or organization(s) 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(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

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.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which 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.

d. Architects, Engineers Or Surveyors

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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded 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:

- The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

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.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- "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 within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional 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:

(1) In the performance of your ongoing operations;

HG 00 01 09 16 Page 13 of 21

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "productscompleted operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability 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.

SECTION III - 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. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** 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.

Page 14 of 21 HG 00 01 09 16

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.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

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.

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.

SECTION IV - COMMERCIAL GENERAL LIABILITY 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 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 or 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 which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds 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 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.

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 the additional insured is a partnership;

HG 00 01 09 16 Page 15 of 21

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- 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 Part 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 Coverage Part 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of 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 I - Coverage A - Bodily Injury And Property Damage Liability:

(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 j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any 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

Any 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 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 **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.

Page 16 of 21 HG 00 01 09 16

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 Coverages A or B 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 of 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.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

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 that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

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.

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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

HG 00 01 09 16 Page 17 of 21

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/16/2021
03/29/2021		Clerk's File #	OPR 2020-0359
		Renews #	
Submitting Dept	GRANTS, CONTRACTS &	Cross Ref #	
	PURCHASING		
Contact Name/Phone	THEA PRINCE 6403	Project #	
Contact E-Mail	TPRINCE@SPOKANECITY.ORG	Bid #	5239-20
Agenda Item Type	Contract Item	Requisition #	CM
Agenda Item Name	5500- PURCHASING AMENDMENT AN	ID ADD MONEY TO CN	/I FOR ARBORIST

Agenda Wording

Approve Contract Amendment adding FEMA language, adding additional funding and correcting "end" term. Additional funds being added to the original contract amount - \$150,000.00.

Summary (Background)

This Master Contract allows departments to have access to an Arborist as needed. The amendment is adding the FEMA language so that when this contract is used for storm cleanup the services may be reimbursable; adding an additional One Hundred Fifty Thousand and no/100 (\$150,000.00) and correcting the "end" term of the original contract.

Lease? NO Gr	ant related? NO	Public Works? NO	
	ant related: No		
Fiscal Impact		Budget Account	
Expense \$ 150,000.00		# various	
Select \$		#	
Select \$		#	
Select \$		#	
<u>Approvals</u>		Council Notification	<u>s</u>
Dept Head	STOPHER, SALLY	Study Session\Other	3/15/21
<u>Division Director</u>	WALLACE, TONYA	Council Sponsor	CM Wilkerson
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	ODLE, MARI	tprince	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals	3		
<u>Purchasing</u>	PRINCE, THEA		

Briefing Paper FINANCE AND ADMINISTRATION

Division & Department:	Finance/Purchasing		
Subject:	Contract Amendment – On Call Arborist Master Contract		
Date:	3/3/2021		
Contact (email & phone):	Thea Prince, tprince@spokanecity.org, 625-6403		
City Council Sponsor:			
Executive Sponsor:			
Committee(s) Impacted:			
Type of Agenda item:	Consent Discussion Strategic Initiative		
Alignment:			
Strategic Initiative:			
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	This Master Contract allows departments to have access to an Arborist as needed. The amendment is adding the FEMA language so that when this contract is used for storm cleanup the services may be reimbursable.		
Background/History: This serv 5239-20.	rice was originally bid out and awarded in March of 2020. PW ITB		
Executive Summary:			
	0,000 to the Master Contract that expires April 30, 2022		
Add FEMA language			
	fixing the "end date" of the original contract.		
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: (revenu	e generating, match requirements, etc.) Revenue Generating		
Operations Impact:			
Consistent with current operat			
Requires change in current ope	erations/policy? Yes No No N/A		
Specify changes required:			
Known challenges/barriers:			



City of Spokane

CONTRACT AMENDMENT

Title: ARBORIST ON ALL SERVICES

This Contract Amendment is made and entered into by and between the **CITY OF SPO-KANE** as ("City"), a Washington municipal corporation, and **F.A. BARTLETT TREE EXPERT COMPANY**, whose address is 11120 East Empire Way, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein the Contractor agreed to provide Arborist On Call Services to the City, and

WHEREAS, additional funds are necessary and a change or revision to the original Contract has been requested, thus the original needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The original Agreement, dated April 15, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on January 14, 2021.

3. COMPENSATION.

The City shall pay an additional annual amount not to exceed **ONE HUNDRED FIFTY THOU-SAND AND NO/100 DOLLARS** (\$150,000.00) for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. AMENDMENT.

The original Contract is amended to correct the original contract and to conform to the Federal funding requirements as outlined below:

- 3. <u>TERM.</u> The term of this Contract begins on May 1, 2020, and ends on February 28, 2022 **April 30, 2022**, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed two additional one year renewals.
- 6. <u>COMPENSATION</u>. Total compensation for Contractor's services under this various use, as needed Contract shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), per year**, including applicable taxes, unless modified by a written amendment to this Contract.

The contractor agrees that in instances of work related to storm or other emergency events in which FEMA or other federal funding may be used that the following additional terms apply.

A. REMEDIES.

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

B. TERMINATION FOR CAUSE AND CONVENIENCE.

In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the CONTRACTOR materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FEMA guidelines, policies or directives as may become applicable at any time;
- ii. Failure, for any reason, of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the CONTRACTOR to the CITY reports that are incorrect or incomplete in any material respect.
- v. In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- vi. If the Agreement is terminated or partially terminated, both the CITY and CON-TRACTOR remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the CONTRACTOR's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the Office of Management and Budget ("OMB") designated integrity and performance system accessible through the System for Award Management (currently FAPIIS) as required under 2 CFR 200.340.

C. EQUAL EMPLOYMENT OPPORTUNITY.

During the performance of this contract, the CONTRACTOR agrees as follows:

- i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- iv. The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in

- accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- ix. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- x. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- The applicant further agrees that it will refrain from entering into any contract or χi. contract modification subject to Executive Order 11246 of September 24, 1965. with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. <u>CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT</u>. Clean Air Act

 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- ii. The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA).

E LOBBYING.

The CONTRACTOR hereby certifies that:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. It will require that the language of paragraph (d) [below] of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

iv. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing this document, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

F. PROCUREMENT OF RECOVERED MATERIALS.

In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- ii. Meeting Agreement performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. ACCESS TO RECORDS.

The following access to records requirements apply to this Agreement:

- i. The CONTRACTOR agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRAC-TOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The CONTRACTOR agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- iv. In compliance with the Disaster Recovery Act of 2018, the CITY and the CON-TRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

H. <u>U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS</u>. The CONTRACTOR shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

I. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The CONTRACTOR will comply with all applicable Federal low, regulations, executive orders, FEMA policies, procedures, and directives.

J. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

K. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The CONTRACTOR acknowledges that 31 U.S. Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to 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.

F.A. BARTLETT TREE EXPERT COMPANY	CITY OF SPOKANE		
By	Ву		
Signature Date	Signature Date		
Type or Print Name	Type or Print Name		
Title	Title		
Attest:	Approved as to form:		
City Clerk	Assistant City Attorney		
Attachments that are part of this Agreement:			

21-033

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	3/16/2021
03/29/2021		Clerk's File #	OPR 2016-0268
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MIKE ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT PENDING
Agenda Item Name	5800 CONTRACT AMENDMENT INSURANCE BROKERAGE SERVICES		

Agenda Wording

Amendment to contract with Willis Towers Watson Insurance Services for additional insurance policies to cover both cyber and terrorism issues.

Summary (Background)

This amendment expands the scope of services to be provided by the Broker and increases their compensation. City shall pay an additional \$14,720.79. The total amount under the 2021 Amendment/Extension and this Amendment is \$74,720.79.

Lease? NO	Grant related? NO	Public Works? NO	
Fiscal Impact		Budget Account	
Expense \$ \$14,720.7	79	# 5800-78200-19000-5420	01-99999
Select \$		#	
Select \$		#	
Select \$		#	
<u>Approvals</u>		Council Notification	<u>is</u>
Dept Head	ORMSBY, MICHAEL	Study Session\Other	3/15/21 Finance
			Committee
Division Director		Council Sponsor	Councilwoman Wilkerson
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	lindsay.cunningham@willis	stowerswatson.com
For the Mayor	ORMSBY, MICHAEL	karin.nelson@willistowers	watson.com
Additional Approva	<u>als</u>	mormsby@spokanecity.or	g
<u>Purchasing</u>		sstopher@spokanecity.org	<u> </u>
		rkokot@spokanecity.org	



City of Spokane

CONTRACT AMENDMENT

Title: INSURANCE SERVICES

This Contract Amendment is made and entered into by and between the CITY OF SPOKANE as ("City"), a Washington municipal corporation, and WILLIS TOWERS WATSON INSURANCE SERVICES WEST, INC., whose address is 600 University Street, Suite 3100, Seattle, Washington 98101-1176 as ("Broker"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Broker agreed to provide Insurance Brokerage Services for the City; and

WHEREAS, a change or revision of the Work has been requested, thus, the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated March 10, 2016 and March 14, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on April 1, 2021.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include additional brokerage services related to Cyber Security and Terrorism insurance policies.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FOURTEEN THOUSAND SEVEN HUNDRED TWENTY AND 79/100 DOLLARS (\$14,720.79)** for everything furnished and done under this Contract Amendment. The total amount under the 2021 Amendment/Extension and this Amendment is **SEVENTY FOUR THOUSAND SEVEN HUNDRED TWENTY AND 79/100 DOLLARS (\$74,720.79)**.

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

WILLIS TOWERS WATSON INSURANCE SERVICES WEST, INC.	CITY OF SPOKANE		
By Signature Date	By Signature Date		
Type or Print Name	Type or Print Name		
Title	Title		
Attest:	Approved as to form:		
City Clerk	Assistant City Attorney		

21-037

SPOKANE Agenda Sheet	for City Counci	I Meeting of:	Date Rec'd	3/18/2021
03/29/2021		Clerk's File #	OPR 2020-0506	
			Renews #	
Submitting Dept	CITY COUNCIL		Cross Ref #	
Contact Name/Phone	BRIAN	625-6210	Project #	
	MCCLATCHEY			
Contact E-Mail	BMCCLATCHEY@SP	OKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item		Requisition #	CR22461
Agenda Item Name	0320 - CONTRACT AMENDMENT FOR FEDERAL LOBBYING SERVICES			

Agenda Wording

Contract amendment with Desimone Consulting for federal lobbying services.

Summary (Background)

This is a one-year contract amendment for federal lobbying services, retroactive from January 1, 2021 to December 31, 2021. RFP #5191-19 allowed for four additional one-year extensions to this contract. This is the first of four contract renewals. The original contract was done as a minor contract, however the optional renewals exceed the minor contract limit so this should be approved on the City Council agenda.

Lease?	NO (Grant related?	NO	Public Works?	NO	
Fiscal I	mpact			Budget Acc	<u>ount</u>	
Expense	\$ 36,000			# 0320-36100-3	11600-5410)1-99999
Select	\$			#		
Select	\$			#		
Select	\$			#		
Approv	<u>als</u>			Council Not	ification	<u>S</u>
Dept Hea	a <u>d</u>	MCCLATCHE	Y, BRIAN	Study Session	n\Other	FA Comm., 3/15/2021
Division	Director			Council Spon	sor	CP Beggs
<u>Finance</u>		BUSTOS, KIN	1	Distribution	List	
<u>Legal</u>		PICCOLO, M	IKE	ywang@spokan	ecity.org	
For the I	<u>Mayor</u>	ORMSBY, M	ICHAEL	ddaniels@spoka	anecity.org	
<u>Additio</u>	nal Approva	<u> s</u>				
<u>Purchas</u>	<u>ing</u>					
					·	



City of Spokane

CONTRACT AMENDMENT AND RENEWAL 1 of 4

Title: FEDERAL LOBBYING SERVICES

This Contract Amendment / Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DESIMONE CONSULTING GROUP**, whose address is 1301 Second Avenue, Suite 2850, Seattle, WA 98101, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide Federal Lobbying Services to the City; and

WHEREAS, a change or revision to the Original Contract is required, thus, the original Contract needs to be formally amended by this written document; and

WHEREAS, the Request for Proposal called for four (4) additional one (1) year renewals with this being the first of those renewals.

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated April 10, 2020 and May 6, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Renewal shall become effective on January 1, 2021 and shall end on December 31, 2021.

3. AMENDMENT.

The Original Contract is amended as follows:

1 TERM OF AGREEMENT.

The term of this Agreement begins on February 3, 2020 and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTY-SIX THOUSAND AND 00/100 DOLLARS**, **(\$36,000.00)** for everything furnished and done under this Contract Amendment / Renewal. This is the maximum amount to be paid under this Amendment / Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

DESIMONE CONSULTING GROUP	CITY OF SPOKANE
By Signature Date	By
Type or Print Name	Type or Print Name
Title	Title
Attest:	Approved as to form:
City Clerk	Assistant City Attorney

21-048

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

- 1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 5. I understand that a false statement of this certification may be grounds for termination of the contract.

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



Clerk File # OPR 2020-0506

Cross Ref

Destruct Date 01/01/2028

Alt File #

Department Name * CITY COUNCIL

Department Project #

CR#

Submitter ABLAIN Primary Contact HANNAHLEE **Starting Date**

Contractor/Consultant

Name\Contractor\Firm*
DESIMONE CONSULTING LLC

Contact Name RICK DESIMONE

Address 1301 2ND AVE, SUITE 2850

City, State, Zip SEATTLE, WA 98101 Contact Email

RICK@DESIMONECG.COM

Remittance Address 1301 2ND AVE, SUITE 2850

Remittance City, State, Zip SEATTLE, WA 98101

Summary of Services

Description *

New Contract for Desimone Consulting LLC to provide Federal lobbying services.

Special Instructions for Clerks Office

Contract Cost

Amount \$36,000.00 **Budget Code***

0320-36100-11600-54101

Total Amount*

Effective Date*

Expiration Date*

Notes

\$36,000.00

02/03/2020

12/31/2020

Contract Type*

NEW CONTRACT

If new vendor, W-9 and ACH form has been submitted to Accounting*

Quotes (per Purchasing Policy to be kept on file in Dept.)*

Insurance Certificate (attach to the contract) *

City Business Registration (attach verification that a current business license number exists)*

YES

If Public Works Contract, Contractor has been notified of State Law requirements.*

Grant Related (If the contract is grant related, the Grants Management Department must approve)*

Electronic Approvals

Accountant for Review*

YWANG

Accountant

Date WANG, YAN 06/01/2020

Department Head ALLERS, HANNAHLEE Date 06/01/2020

Division Head

Date

Grants (If applicable)

Date

Distribution List

Contractor Email

rick@desimonecg.com

Dept Contact Email

hallers@spokanecity.org

Additional Email

bmcclatchey@spokanecity.org

Contract Accounting Email

aduffey@spokanecity.org

Taxes and Licenses Email

tax&licenses@spokanecity.org

Additional Email

ywang@spokanecity.org

Additional Email sstopher@spokanecity.org

Additional Email ablain@spokanecity.org

Additional Email

Additional Email

Save

OPR No. OPR 2020-0506



CONSULTANT AGREEMENT

Title: DESIMONE CONSULTING GROUP FOR FEDERAL LOBBYING SERVICES FOR THE CITY OF SPOKANE

This Consultant Agreement is made and entered into by and between the CITY OF SPOKANE, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and DESIMONE CONSULTING GROUP, whose address is 1301 2nd Avenue, Suite 2850, Seattle, Washington, 98101, as ("Consultant"), individually hereafter referenced as a "party, and together as the "parties".

WHEREAS, the City of Spokane desires to receive federal lobbying services; and,

WHEREAS, the Consultant was selected through a Request for Qualifications issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on February 3, 2020 and ends on December 31, 2020, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

SCOPE OF WORK.

The General Scope of Work under this Agreement is for federal lobbying services on behalf of the City of Spokane, as fully described in the City's IRFP and Consultant's Proposal dated December 1, 2019, which is attached as Attachment B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.



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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed THIRTY-SIX THOUSAND AND 00/100 DOLLARS (\$36,000.00), including taxes, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

Consultant shall submit its monthly billing(s) in the amount of \$3,272.72 per month, to the City of Spokane commencing February 2020 and through December, 2020.

5. PAYMENT.

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

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are preapproved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- c. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. Airfare: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.

W

- E. Meals: Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. Receipts are not required as documentation. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. Lodging: Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. Rental Car: Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I Miscellaneous Travel (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. Miscellaneous other business expenses (e.g. printing, photo development, binding):

Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

11

D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

W

- 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 \$1,000,00
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,00 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION. (ATTACHMENT A) 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. AUDIT.

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

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- c. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

W

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed

solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work
- c. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

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

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

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a

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

23. TERMINATION.

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

110

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47
 - U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

DESIMONE CONSULTING GROUP

CITY OF SPOKANE

Signature

Date

Signature Da

Richard Desimone

Breean Beggs

Type or Print Name

Type or Print Name

Title

3

Approved as to Form:

Attest:

DocuSigned by:

DocuSigned by:

Pat Dalton

Jerri Prister

Assis च्या का Attorney

Attachment B - Proposal

Attachments: Attachment A - Certificate Regarding Debarment



ATTACHMENT 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:
 - 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,
 - 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.
- 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

- 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.
- Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- 5. I understand that a false statement of this certification may be grounds for termination of the contract.

Federal Lobbying Services Program Title (Type or Print)
nn
Signature
Date (Type or Print)

Revised 01/03/2019

TTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 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.
- 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.
- 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.

DESIMONE CONSULTING GROUP		
Name of Subrecipient I Contractor / Consultant	? 	
(Type or Print)	Program Title (Type or Print)	

Name of Certifying Official (Type or Print)	Signature
Title of Certifyina Official (Type or Print)	Date (Tvoe or Print)
DC	
Desimone Consu	ulting Croup

DCG Response to City of Spokane RFP #5191-19 for Federal Lobbying Services Letter of Submittal

December 1, 2019

Desimone Consulting Group 1301 Second Avenue

Suite 2850

Seattle, WA 98101

Ms. Connie Wahl
City of Spokane Purchasing 4TH Floor,
City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Dear Ms. Wahl:

On behalf of the Desimone Consulting Group, LLC (DCG), I am pleased to submit the following proposal in response to the City of Spokane's Request for Proposals ("RFP") for Federal Lobbying Services, RFP #5191-19.

DCG is uniquely qualified to help strengthen the City's active engagement and success at the federal level, and will bring to this effort the experience, creativity, energy and collaboration the City needs and expects. We have reviewed the Scope of Work and are confident that DCG's combination of professional resources, firsthand understanding of the City, and demonstrated success providing similar services to other organizations will be an immediate value-add to the City's overall engagement of federal policymakers and institutions.

Our project team has years of direct experience assisting local governments and public agencies in navigating the federal policy, political, and regulatory landscape in Washington, DC. We have strong relationships with the members and staff of the Washington State Congressional Delegation and key congressional committees.

Experience and relationships are critical, but they are not enough to get the job done in the current political and policy climate in Washington, DC. Our team will help the City in identify emerging policy and fiscal trends and will be an active, creative problem-solver in addressing the City's issues so it is getting as much assistance as possible from the federal government. We also understand the challenges faced by local elected officials and staff as they respond to short-term demands while pushing forward long-term institutional priorities. We will be strong collaborators and partners in maintaining progress on long-term priorities, while also helping elected officials and staff respond to urgent issues.

ATTACHMENT B

This letter serves as confirmation that DCG meets the qualifications as described in the RFP:

Name:

Desimone Consulting Group

Place

of Seattle Office

Business:

1301 Second Avenue, Suite 2850

Seattle, WA 98101 206-332-1218

Email:

rick@desimonecg.com

Legal Status of Washington State Limited Liability

Firm:

Company

UBI: 603 162 296

Location of the

Washington DC Office

Facility

from 800 North Capitol Street NW, Suite

which

800

the Firm would

Washington, DC 20002

operate:

202-559-0170

current or former City employees

affiliated

with none

DCG:

This letter also serves as acknowledgement that the Desimone Consulting Group will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

Thank you for the opportunity to submit this proposal. We look forward to discussing our capabilities and experience in greater detail with you.

Sincerely.

Richard Desimone
Managing Director
Desimone Consulting Group
December 1, 2019

DCG Response to City of Spokane RFP #5191-19 for Federal Lobbying Services Technical Proposal

Project Approach(Methodology,

The Desimone Consulting Group offers the City an experienced partner in advancing its federal agenda. We will work with the City to define its interests and develop its federal policy priorities, while ensuring our full understanding of these goals as they may evolve.

Our firm brings together professionals with experience operating at the highest levels of the federal government combined with years of experience working in and with local governments in achieving their federal objectives in Washington, DC. Our team also has deep roots and connections throughout Eastern Washington, including Spokane, which provides us a unique perspective into the City's legacy projects and objectives, as well as the opportunities and challenges that the City faces at the federal level.

DCG would begin its engagement by getting up to speed on the City's objectives and working to prioritize in a way that informs a work plan. We expect each member of our firm would play a role in furthering the City's goals and would want to invest time up front in a briefing and planning session so that we all understand the issues and early marching orders. This effort will be important in gaining significant situational awareness, understanding and delineating timelines, and sequencing activities.

DCG would use this early engagement to develop more detailed approaches to each objective based on the briefing and identified priorities. DCG would outline specific approaches to each element of our engagement and work with the City to begin executing. We would work proactively with the City to identify check-in points to ensure that work and priorities remain in alignment with City objectives.

Going through this process will allow DCG to advise and assist the City with its efforts to secure federal funding for programs addressing economic development, transportation and infrastructure, housing, public safety, sustainability, and other goals the City may determine. Specifically, members of the DCG team have years of experience securing and protecting millions in congressionally-directed funding; obtaining legislative and report language in the annual appropriations bills; securing client priorities in authorizing legislation; creating new funding opportunities or expanding eligibility for federal programs through the appropriations or authorization processes; leveraging congressional support and the legislative process to influence policy and funding decisions by the Administration; assisting with securing

11

competitive grant funding; affecting regulatory outcomes; and assisting with preparation of all relevant materials for these engagements.

Our team has more than two decades of experience working collaboratively with federal policymakers and the Washington Delegation to advance legislation, affect regulatory outcomes, and secure funding on behalf of clients and interests across the Pacific Northwest and beyond. Over the past dozen years our public sector clients in Washington state and Idaho have included: the City of Everett; the Port Districts of Whitman, Clarkston, and Lewiston (ID); the Port Districts of Ridgefield, Skagit, and Whitman

(and five other coalition ports as part of a federal lobbying effort); Port of Seattle; Washington State University; and Sound Transit. DCG team members know how to work with Federal Agencies and within the regulatory process; strengthen relationships with key decision makers in federal agencies; influence the development and implementation of federal policy; respond to inquiries from federal regulators; and affect regulatory and permitting outcomes.

With DCG, the City will gain a partner in the other Washington committed to client service and an organizational and strategic approach that fully utilizes the professional resources our team brings to the table. We have extensive experience performing advocacy on behalf of public sector clients within the Washington State congressional delegation and other state delegations as well, particularly those from the Pacific Northwest. We work every day to assist our clients in more effectively engaging federal policymakers, positioning them to create new opportunities to secure public capital, and to drive legislative and regulatory outcomes that affect them.

Our team takes great pride in the firsthand insights gained while working within the Washington State congressional delegation. Through our experience we have also established strong, bipartisan relationships working with policymakers and staff throughout Congress, across key departments and agencies, and strategic third parties. We utilize these relationships and network to educate policymakers, perform direct advocacy of client priorities, whiteboard ideas or problem-solve, and secure support for client policy, legislative, or regulatory priorities. We have consistently demonstrated our ability to work across both party lines and the policy spectrum. That includes staff based in Washington, DC, as well as outreach staff based in Spokane. We have excellent working relationships the Spokane-based staffs of Senators Murray and Cantwell, and Representative McMorris Rodgers.

The Washington Delegation is well positioned to assist in advancing the City's priorities. The

Delegation's ongoing support will be critical as the City pursues federal funding, project authorizations, and specific legislative proposals in a non-earmark environment. The Delegation's roles in leadership and assignments in key committees impacting economic development, transportation and infrastructure, housing, public safety, and sustainability policies will be critical to advancing the City's objectives.

111

With one exception, every member of our team has worked for a member of the Washington Delegation during their career. We regularly interface and maintain strong relationships with every member of the delegation. We will work collaboratively with the City in acting as a conduit for communicating the City's priorities to the Washington Delegation and securing their support for the components of its agenda. We will work with the City to identify opportunities to engage the Washington Delegation and their staffs in Washington, DC and the State, and assist in developing key messages and materials for those interactions.

Our team is full-service and client-focused — we work collaboratively with our clients through each aspect of developing a strategy, from developing core messaging and white papers to drafting legislation and amendments, advising on responses to proposed rulemakings or agency actions, and coordinating and leading direct advocacy of policymakers and strategic third parties or associations.

As we develop and implement the agreed upon strategy, DCG will initiate and maintain regular contact with the City to ensure alignment with City objectives and report on progress made toward achieving City goals.

As part of this process, it will be critical to understand the City's objectives in wanting to become a thought leader on specific issues. The actions taken in the research, strategy development, and execution phases should all build toward the outcome(s) the City desires, while recognizing that the plan will need to adapt to the results of on-going efforts as well as new opportunities and challenges we can't anticipate.

We will evaluate the City's objectives against the current environment so that we understand how the City's efforts fit in with similar initiatives (policy and on-the-ground implementation) at the regional, state, and national levels. This assessment of the policy and political landscape is essential to evaluating potential opportunities and allies and possible challenges and opponents that should help drive our strategy. For example, if the City's goal is vigorously opposed by in-state stakeholders who will be discussing the issue with our congressional delegation, or by key editorial boards, we will want to factor that into our planning.

With a clear understanding of the City's goals and the policy and political context in which they exist, DCG will work with the City to create a comprehensive strategy to achieve objectives. Based on the specific project, the plan could integrate research and policy development (studies and white papers), outreach and coalition building (including working with relevant national associations), government relations (engaging with policymakers, DC fly-ins, testifying at hearings, participating on advisory boards), and communications (third-party validator development, speaking opportunities, editorial boards, op-eds, and press events).

In addition to assisting the City in developing and implementing strategies to achieve its objectives, we know that a big part of our job is simply to let the City know what's going on. To that end, we will monitor and advise the City on emerging

UT

legislation, the budget process, and funding proposals that could affect the City and the region and provide recommendations for the best way to engage.

In addition to working with the Washington and greater Pacific Northwest congressional delegations, the DCG team has extensive experience working the agency process at the national and Region 10 levels. We know how the process works and have years of successful engagement. We will assist the City in developing and sustaining relationships with key federal officials in Washington, DC and the region.

Where appropriate and in alignment with the City, we work with each of our clients to develop and utilize strategic third parties and coalitions to advance client priorities, broaden relationships, raise client or issue visibility, and drive legislative and regulatory outcomes. Developing and coordinating broad-based and active support around public policy and the investment of federal resources will be an additional component of our overall strategy for the City. Our team is uniquely positioned to assist the City in developing and managing national, regional, and local partnerships.

We understand the opportunities and limits of working with strategic third parties, associations, and coalitions that support urban agendas. Organizations like the National League of Cities provide important opportunities to connect elected officials, city staff, and consultants who have similar priorities, and generate information and analysis on issues and legislation that broadly affect cities.

Associations also provide potential platforms to position the City as a thought leader on an issue and a vehicle to engage other cities in a longer-term effort. During Brian Kristjansson's time as Federal Liaison for the City of Seattle, City staff and consultants positioned Mayor Greg Nickels to become chair of the U.S. Conference of Mayors' transportation committee and to lead other association efforts that advanced the City's priorities at the federal level.

DCG also has extensive experience working at the national and local levels with other important stakeholders including organized labor, the environmental community, and the business community.

Adding these diverse community voices in support of City initiatives and priorities can help achieve the City's objectives.

Work Plan

DCG is proud of its track record of maintaining and growing its relationships with its clients as their needs change. If retained by the City, we would adapt our roles and approaches as near- and long-term priorities evolve. Workload would be distributed among DCG professionals according to experience and expertise in a way that is transparent and accountable to the City.

In developing a federal advocacy agenda for the City, we would suggest taking the following approach. While presented sequentially, we would expect these actions would occur on parallel tracks as we hit the ground running.

- 1. Get up to speed and prioritize. We expect each member of our firm would play a role in furthering the City's objectives and therefore would want to invest time up front in briefing and planning sessions with City personnel and leadership so that we all understand the issues and early marching orders. This effort will be important in gaining significant situational awareness, understanding and delineating timelines and the sequencing of activities, as well as identifying potential tradeoffs associated with prioritizing among different objectives in the near term.
- Develop more detailed approaches to each objective in the scope of work. Based on the briefing and identified priorities, DCG would consult with City personnel and leadership to outline specific approaches to each element of our engagement and work to begin executing.

Without prejudging steps 1 and 2, we would expect initial efforts to include:

- 3. Begin executing on near-term advocacy, education, and relationship-building efforts. We anticipate the following elements would be included in near-term efforts, pending further buildout:
 - •Help develop the City's federal appropriations strategy as it relates to economic development, transportation and infrastructure, housing, public safety, and sustainability;
 - •Help develop policy initiatives that assist the City in general and support specific projects;
 - Engage in advocacy efforts targeted at Washington's congressional delegation, other congressional members, and the Administration.
 - Develop a specific approach to supporting the City's goals with federal agencies in DC and Region 10;
 - Provide ongoing information and analysis on federal legislative activity and policy development related to the City's interests;
 - Provide guidance on engagement with Federal policymakers including members and staff of the Congress and Administration regarding policy related to the City's interests;
 Assist the City in arranging and preparing for meetings with Federal policymakers, including members and staff of the Congress and Executive Agencies;
 Participate in regular planning activities, and;
 - Coordinate with the City and other stakeholders to advocate for agreed upon policy objectives.
 - Identify and begin relationship-building efforts with key national associations and other stakeholders that can be helpful to the City in the near- and long-term.

US

- 4. Begin establishing the City as a recognized leader on targeted issues. DCG would partner with the City to help position it as a national leader on specific issues it identifies. For each issue, DCG would assist in defining and executing a plan that integrates government relations, public affairs, and communications efforts to achieve the desired results.
- 5. Advise on external-facing message development and delivery on issues related to federal policy. DCG will support the City on public affairs and communications needs that arise related to federal policy issues and/or the City's federal agenda. This could include anticipating negative narratives, helping craft public responses, and identifying and recruiting third-party messengers and validators to support the City's objectives.

Project Schedule

The Congressional Appropriations process drives much of the work and schedule of Congress and those seeking to influence policy and funding outcomes. In most instances, appropriations request letters are due to member offices in February, though, sometimes this schedule slips depending on how the

Congress has been able to dispense with the prior fiscal year's budgeting process. That means that if the City sticks to its currently planned contract award schedule, we would need to begin immediately in February to identify the City's policy and funding priorities if we are to affect the FY 21 process.

In consultation with the City, we would take the information obtained through that process and turn them into funding requests in compliance with the format and procedures of all relevant congressional offices in February.

Following submission of the requests, it would be advisable, though not necessary, to plan for a delegation of City leadership to travel to Washington, DC in the spring (March/April, at the latest, May) to meet with Congressional, and other federal government policymakers to advocate directly for their projects and priorities. We know that the City traditionally participates in the Greater Spokane Incorporated DC fly-in, and while this may remain a priority activity for the City, we would advise that the City engage in separate advocacy activity specific to its own interests.

Concurrent with the process to determine and begin advocacy for City funding priorities, DCG would work with City personnel and leadership to identify priority areas of policy engagement. After working through the aforementioned planning process, DCG would help to develop specific plans to execute against each of these agenda items throughout the year.

Throughout this process, we would work with City personnel and leadership to identify protocols for communicating progress and updates, and, if necessary, discuss adjustments to approach, depending on circumstances.

Deliverables

115

- Support the City in developing and executing a federal appropriations strategy, including preparing funding requests, as well as other background information and other briefing materials;
- Assist the City in arranging and participate in meetings with Federal policymakers, including members and staff of the Congress and Executive Agencies, to support federal funding and policy requests, and create and supply all necessary materials, including background information, intelligence, and scheduling support;
- Develop written plans for supporting the City's goals with federal agencies in DC and Region 10;
- Provide direct advocacy services to support the City's federal policy goals;
- Provide ongoing information and analysis in written and oral reports on federal legislative activity and policy development related to the City's interests:
- Provide guidance on engagement with Federal policymakers including members and staff of the
- Congress and Administration regarding policy related to the City's interests; Participate in regular planning activities;
- Coordinate and work with the City and other stakeholders to advocate for agreed upon policy objectives;
- Identify areas of mutual interest between the City and targeted external stakeholders and develop and execute a strategy to capitalize on those areas of mutual interest;
 Help manage priority relationships to build connection with City staff and leaders;
- Help to anticipate negative narratives disseminated by external stakeholders about the City's objectives and educate internal stakeholders on potential responses if necessary and prepare materials in support of those responses, and
- Identify and recruit third party messengers and validators to support objectives.

DCG Response to City of Spokane RFP #5191-19 for Federal Lobbying Services Management Proposal

Project Team Structure/Internal Controls

DCG is a small, nimble, and flat organization. Leading the organization is the Managing Director, Rick Desimone. In addition to Rick, DCG has three Executive Vice Presidents who help to lead and manage client projects and workstreams. Due to the complexity of the issues likely to emerge as priorities for the City, we would expect every DCG team member to be involved in servicing the City. Brian Kristjansson, DCG's most senior Executive Vice President, will serve as the main point of contact for the City, will manage and oversee advocacy activities on behalf of the City, and will have prime responsibility and final authority for the proposed work.

Once the DCG team works with City staff and leadership to identify and delineate City priorities, we will coordinate with the City to develop milestones to measure success toward agreed upon outcomes. DCG has frequent internal meetings to discuss resource allocation issues and workload to ensure that client needs are met. We would also propose establishing a regularly scheduled telephonic check-in with City staff and/or leaders to discuss progress and challenges in realizing City objectives. Budget allowing, we would also propose in-person check-ins in Spokane to go deeper into analyzing how progress is being made toward City goals and adjust as needed.

In preparing written or other materials for the City, we will work with appropriate City staff and leaders to ensure they clearly and accurately reflect the City's priorities and uphold the requirements of public service to the citizens of Spokane.

DCG will employ no subcontractors for this project

Rick Desimone, Managing Director

Firm roles: leads and manages firm; strategic advisor for all clients; client management

City of Spokane roles: strategy development; oversight of DCG responsibilities related to contract; direct advocacy

Max	Brown,	Dylan Ordonez,	Brian Kristjansson,
Executive		Executive Vice	Executive Vice
Vice Presider	nt	President Firm roles:	President Firm roles:
Firm roles:	client	client strategies and	client strategies and
strategies	and	management City of	management City of
management	City of	Spokane roles:	Spokane roles:
Spokane	roles:	support team on	primary client
support tea	am on	issues related to local	manager; strategy
issues rela	ted to	government <u>polic</u> y,	development; direct
health, e	conomic	economic	advocacy; day-to-day
development	and	development, and	client communication
coalition build	ling	coalition building	and coordination
Staff Qualifica	tions/Exper	ience	

It is difficult to allocate, with total precision, the amount of time each staff member will be assigned in performance of the contract as workload will ebb and flow through the year as the congressional budget cycle unfolds and work on other City priorities is advanced concurrently with those funding efforts. All DCG personnel are committed to putting in the time necessary to accomplish the tasks and work associated with the City's identified policy objectives. Time increments below are an estimate of the work that will be performed by each staff member in fulfillment of the contract with the City on a monthly basis. DCG affirms that all staff listed below will perform work on behalf of the City if awarded the contract:

MS

<u>Brian Kristiansson (25 hours)</u>. Brian will be the lead partner and resource for City staff and leadership, assisting in identifying ways the City can leverage federal resources, partnerships, and relationships to move its priorities forward and respond to local issues that have a federal nexus. Brian will work to identify and/or help create opportunities in the state for the City to engage with congressional and administration leaders and staff to promote mutual priorities. He will also assist with developing in-state coalitions that are needed to support the City's federal priorities.

Brian worked for 18 years on the staffs of elected officials at the federal and local levels. Prior to joining DCG. Brian served as Senator Patty Murray's (D-WA) State Director for six years and Outreach Director for three years prior to that. In those roles, Brian provided strategic advice and helped design and execute initiatives to advance the Senator's priorities and respond to complex problems. From 20032005. Brian served as the City of Seattle's in-house federal lobbyist. In that capacity, Brian: facilitated the development of the City's annual appropriations request letter in coordination with the Mayor's Office, City Council, and numerous departments, and led the lobbying efforts for those priority projects; worked with the Mayor's Office, City Council, Seattle Department of Transportation, outside consultants, and regional and national stakeholders on advocacy efforts that secured more than \$200 million for the Alaskan Way Viaduct replacement project; helped develop and execute Mayor Greg Nickels' leadership roles within the U.S. Conference of Mayors; and provided day-to-day management of the City's primary Washington, D.C., lobbying firm. From 1996-2003, Brian served on Senator Murray's Washington, DC, legislative team where he advised the Senator - and developed legislative initiatives on housing, homelessness, community development, tax, small business, agriculture, and rural development, and related appropriations and budget issues.

Brian earned his B.A. in political science and history from the University of Washington.

Rick Desimone (10 hours). Rick will assist with strategic planning, including the development of near and long-term policy objectives for the City; support the development of policy proposals, position papers, analysis, and related communications plans; and will support our bipartisan outreach efforts to the Washington Delegation, other members of Congress, relevant committees, and federal agencies. Rick is the firm's primary presence in Washington.

Rick has spent nearly three decades working in government, politics, and public affairs. He uses his experience to help clients develop and execute strategies to advance public policy objectives that include direct advocacy, public relations and communications, and public affairs initiatives. He works across a broad cross-section of industries and interests including local governments, transportation,

universities, major research institutions, medical service providers, the life sciences, Indian tribes, and manufacturing companies.

Rick has worked directly for local and regional governments to design and implement strategies to help achieve top policy priorities.

Prior to entering private practice, Rick spent eight years serving as Senator Patty Murray's chief of staff .Rick earned a B.A. from Seattle University, where he majored in political science.

Max Brown (5 hours). Max will support the City on issues related to health, economic development, coalition building, and stakeholder outreach and engagement.

Max joined DCG after a decade of policy and political experience in Washington state, working primarily for Senator Patty Murray in both campaign and official capacities. From 2012 — 2014, Max served as the NW Regional Director for the Senator, covering Snohomish, Skagit, Whatcom, Island, and San Juan counties. During that time, he coordinated the Senator's in-district response to both the 1-5/ Skagit River bridge collapse and Oso mudslide. Both events required complex, timesensitive interactions between local governments and constituents with urgent needs across a variety of federal agencies, including FEMA, SBA, USDOT, US Dept of Education, US Army Corps of Engineers, and others. While ensuring connectivity between Federal resources and community partner organizations helping with emergency response, Max also assisted in planning and executing a series of earned media events with the Senator across the region to ensure impacted constituents had the most up-to-date information about how and where to access emergency relief.

Max earned his B.A. in political science from the University of Washington.

<u>Dvlan Ordoñez (5 hours)</u>. Dylan will support the City on issues related to local government policy, transportation, economic development, and coalition building.

Dylan joined DCG in May of 2019 after having worked for King County Executive Dow Constantine for nearly a decade, most recently as Director of External Relations. In that role, Dylan worked regularly with the Executive's Government Relations, Communications, Policy, Engagement teams and departments to advance the Executive's priorities in a complex issue environment.

During his time at King County, Dylan worked with stakeholders and organized coalitions to help lobby the federal government for US DOT federal stimulus grant dollars for the South Park Bridge project, helped with King County's nation leading

U

effort for inaugural enrollment in the Affordable Care Act, helped the Executive build a coalition of local elected officials across the Pacific Northwest and Canada to lobby state and federal policymakers regarding rail infrastructure safety, as well as facilitated coordination between King County and the federal government regarding local organizing efforts around the 2020 Census.

Additionally, Dylan built press conferences and engagement events for the Executive, Federal officials, and stakeholders on various issues and announcements throughout his time at King County.

In addition to working in the Oregon State Legislature, as well as for the Mayor of Seattle, Dylan also has experience running political campaigns. Dylan graduated from Willamette University.

Experience of the Firm

The Desimone Consulting Group offers the City an experienced partner in advancing its federal agenda. DCG is a public affairs and government relations firm with offices in Seattle and Washington, D.C. Every member of our team grew up in the Pacific Northwest — and grew to know every corner of the state by working in and around politics and public policy over the last decades.

We are passionate about the Pacific Northwest and embrace the people, institutions and unique attributes that make our region special. We understand how to get things done within our distinctive and evolving culture. Our practice is dedicated to helping clients advance complex issues and projects— and maintain and grow key relationships—throughout the state, the Pacific Northwest and Washington, D.C. We help our clients stand up new efforts and help build campaigns that achieve key objectives and create organizational infrastructure for the long haul.

All four DCG principals have experience where policy, politics, communications, and public affairs intersect. Our work has allowed us the opportunity to work with a diverse group of clients, and we are proud of our successful efforts on behalf of our state's land grant university, Native American tribes, life science industry, major health providers, manufacturers, retailers, international engineering firm, public ports, cities and many others.

Our firm brings together professionals with experience operating at the highest levels of the federal government combined with years of experience working in and with local governments in achieving their federal objectives in Washington, DC. Our team also has deep roots and connections throughout Eastern Washington, including Spokane, which provides us a unique perspective into the City's legacy projects and objectives, as welt as the opportunities and challenges that the City faces at the federal level.

W

Our team has more than two decades of experience working collaboratively with federal policymakers and the Washington Delegation to advance legislation, affect regulatory outcomes, and secure funding on behalf of clients and interests across the Pacific Northwest and beyond. Over the past dozen years our clients in Washington state have included: City of Everett; Port Districts of Whitman, Clarkston, and Lewiston; Washington State University; Sound Transit; and Port of Seattle.

DCG team members know how and can assist the City with working with Federal Agencies and within the regulatory process; strengthening relationships with key decision makers in federal agencies; influencing the development and implementation of federal policy; responding to inquiries from federal regulators; and affecting regulatory and permitting outcomes.

With one exception, every member of our team has worked for a member of the Washington Delegation during their career. We regularly interface and maintain strong relationships with every member of the delegation. We will work collaboratively with the City in acting as a conduit for communicating the City's priorities to the Washington Delegation and securing their support for the components of its agenda. We will work with the City to identify opportunities to engage the Washington Delegation and their staffs in Washington, DC and the State, and assist in developing key messages and materials for those interactions.

We understand the opportunities of working with strategic third parties, associations, and coalitions and have built, managed, and deployed coalitions in support of client objectives. We will use our coalition building experience to connect City staff and leaders with stakeholders with similar priorities to advance the City's priorities.

We also know that a big part of our job is simply to let the City know what's going on. To that end, we have the capacity to monitor and advise the City on emerging legislation, the budget process, and funding proposals that could affect the City and the region and provide recommendations for the best way to engage.

List of Contracts

The Port of Lewiston, an Idaho municipal corporation; the Ports of Whitman and Clarkston, each a

Washington municipal corporation; collectively known as the "Pioneer Ports"

Contract reference number: NA

Period of performance: May 2015 — present

Contact person: Jaynie Bentz Phone: (208) 743-

<u>5531</u>

1/15

Email/fax: portjayne@portoflewiston.com

Port of Seattle

Contract reference number: P-00318102

Period of performance: March 2015 — August 2015

Contact person: Betty Chan-Etquibal

Phone: 206-787-3563

Email/fax: Chan-Etquibal.b@portseattle.org

Washington State University
Contract reference number: 20203
Period of performance: 2012 - present

Contact person: Patty Gropp Phone: 509-335-

3582

Email/fax: gropp@wsu.edu

References

Glynda Becker-Fenter
 444 North Capitol Street NW, Suite 536

Washington, DC 20001

202-434-4866

Glvnda.Becker@wsu.edu

DCG has worked with WSU to perform federal government advocacy services

2. Joe Poire

302 N. Mill St.

Colfax, WA

99111

509-397-3791

JoePoire@PortWhitman.com

DCG has worked with the Port of Whitman (and a coalition of ports) to perform federal government advocacy services related to broadband infrastructure.

3. Bob Bolerjack

2930 Wetmore Avenue

Everett, WA 98201

425-257-7104

BBolerjack@everettwa.gov

4

DCG worked with the City of Everett to perform regional advocacy related to light rail expansion.

Related Information

DCG has never had a contract terminated for default.

15

DCG Response to City of Spokane RFP #5191-19 for Federal Lobbying Services Coşt Proposal

Identification of Costs

DCG proposes that the time, material, resources and other costs associated with the estimated 60 hours of monthly firm staff time identified in the "management proposal" be paid for with a fixed, monthly retainer of \$3,000 per month for the period of performance.

DCG proposes that \$3,000 be set aside for travel related expenses, subject to approval by the City, to facilitate meetings between DCG staff and City staff and leadership in Spokane, as well as a trip to Washington, DC for direct advocacy purposes.

Proposed Budget		
Expense category	Time frame	<u>Coşt</u>
Monthly retainer	2/3/20 - 2/29/20	\$3,000
Travel expenses for Spokane planning session	2/3/20 - 2/29/20	\$1,27111
Monthly retainer	3/1/20 - 3/31/20	\$3,000
Monthly retainer	4/1/20 - 4/30/20	\$3,000
Travel expenses for Washington,		
DC advocacy meetings	4/1/20 - 5/31/20	\$ı,498III
Monthly retainer	5/1/20 - 5/31/20	\$3,000
Monthly retainer	6/1/20 - 6/30/20	\$3,000
Monthly retainer	7/1/20 - 7/31/20	\$3,000
Monthly retainer	8/1/20 - 8/31/20	\$3,000
Monthly retainer	9/1/20 - 9/30/20	\$3,000
Monthly retainer	10/1/20 - 10/31/20	\$3,000
Monthly retainer	11/1/20 - 11/30/20	\$3,000
Monthly retainer	12/1/20 - 12/31/20	\$3,000

Travel expenses for Spokane

W

yearend meeting Estimated Total 12/1/20 - 12/31/20

\$2191V \$35,988

Tor prorated to accommodate actual start date ⁱⁱ Based on estimated roundtrip airfare from SEA to GEG for four people; hotel accommodations for two nights for four people; and local transportation costs/car rental. Actual expenses would be billed with proof of receipt, ⁱⁱⁱ Based on estimated roundtrip airfare from SEA to WAS for one person; hotel accommodations for three nights for one person; and local transportation costs. Actual expenses would be billed with proof of receipt. ^{iv} Based on estimated roundtrip airfare from SEA to GEG, over and back in one day; and local transportation costs/car rental. Actual expenses will be billed with proof of receipt.





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

REQUEST FOR PROPOSAL

City of Spokane, Washington

RFP NUMBER: #5191-19

DESCRIPTION: FEDERAL LOBBYING SERVICES

DUE DATE: MONDAY, DECEMBER 2, 2019

No later than 1:00 p.m.

City of Spokane - Purchasing

4TH Floor, City Hall

808 W. Spokane Falls Blvd. Spokane WA 99201-3316

Connie Wahl, C.P.M., CPPB Purchasing

TABLE OF CONTENTS

1.	Intro	duction	1
	1.1	Background and Purpose	
	1.2	Minimum Qualifications	1
	1.3	Funding	
	1.4	Period of Performance	
	1.5	Definitions	
	1.6	Addenda	
	1.7	Contracting with Current or Former City Employees	
		Contracting that Carron or Former Only Employees	
2.	Sco	oe of Services	2
•	•		
3.		eral Information	
	3.1	RFP Coordinator	
	3.2	Estimated Schedule of Procurement Activities	
	3.3	Submission of Proposals	
	3.4	Proprietary Information/Public Disclosure	
	3.5	Ownership of Documents	
	3.6	Revisions to the RFP	
	3.7	Minority & Women-Owned Business Participation	
	3.8	Acceptance Period	5
	3.9	Responsiveness	
		Most Favorable Terms	
		Costs to Propose	
	3.12	No Obligation to Contract	6
	3.13	Rejection of Proposals	6
	3.14	Interlocal Purchase Agreements	6
4	Dron	east Contents	c
4.	-	posal Contents	
4.	4.1	Preparation of Proposal	6
4.	4.1 4.2	Preparation of ProposalLetter of Submittal	6
4.	4.1 4.2 4.3	Preparation of Proposal Letter of Submittal Technical Proposal	6 6 7
4.	4.1 4.2 4.3 4.4	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal	6 7 7
4.	4.1 4.2 4.3	Preparation of Proposal Letter of Submittal Technical Proposal	6 7 7
	4.1 4.2 4.3 4.4 4.5	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal	6 7 7
	4.1 4.2 4.3 4.4 4.5	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal Cost Proposal	6 7 8
	4.1 4.2 4.3 4.4 4.5	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure	678
	4.1 4.2 4.3 4.4 4.5 Eval 5.1	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring	6 7 8 9
	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure	6 7 8 9
	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required Award of Contract	66 7 8 9 9
	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required	6 7 8 9 9
5.	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4 5.5 5.6	Preparation of Proposal Letter of Submittal. Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required Award of Contract Notification to Proposers Debriefing of Unsuccessful Proposers	6 7 8 9 9 10
	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4 5.5 5.6 Con	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required Award of Contract Notification to Proposers Debriefing of Unsuccessful Proposers	699910
5.	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4 5.5 5.6 Con	Preparation of Proposal Letter of Submittal. Technical Proposal Management Proposal. Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required. Award of Contract Notification to Proposers Debriefing of Unsuccessful Proposers tract Terms Business Registration Requirement	678991010
5.	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4 5.5 5.6 Con 6.1 6.2	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required Award of Contract Notification to Proposers Debriefing of Unsuccessful Proposers tract Terms Business Registration Requirement Anti-Kickback	67899101010
5.	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4 5.5 5.6 Con 6.1 6.2 6.3	Preparation of Proposal Letter of Submittal. Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required. Award of Contract Notification to Proposers Debriefing of Unsuccessful Proposers tract Terms Business Registration Requirement Anti-Kickback Disputes	678910101010
5.	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4 5.5 5.6 Con 6.1 6.2 6.3 6.4	Preparation of Proposal Letter of Submittal. Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required Award of Contract Notification to Proposers Debriefing of Unsuccessful Proposers tract Terms Business Registration Requirement Anti-Kickback Disputes. Termination	699101010
5.	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4 5.5 5.6 Con 6.1 6.2 6.3 6.4 6.5	Preparation of Proposal Letter of Submittal. Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required Award of Contract Notification to Proposers Debriefing of Unsuccessful Proposers tract Terms Business Registration Requirement Anti-Kickback Disputes Termination Nondiscrimination	699101010
5.	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4 5.5 5.6 Con 6.1 6.2 6.3 6.4	Preparation of Proposal Letter of Submittal Technical Proposal Management Proposal Cost Proposal Evaluation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required Award of Contract Notification to Proposers Debriefing of Unsuccessful Proposers Business Registration Requirement Anti-Kickback Disputes Termination Nondiscrimination Certification Regarding Debarment, Suspension, Ineligibility and Voluntary	6789910101010
5.	4.1 4.2 4.3 4.4 4.5 Eval 5.1 5.2 5.3 5.4 5.5 5.6 Con 6.1 6.2 6.3 6.4 6.5	Preparation of Proposal Letter of Submittal. Technical Proposal Management Proposal Cost Proposal uation Evaluation Procedure Evaluation Weighting and Scoring Oral Presentations May Be Required Award of Contract Notification to Proposers Debriefing of Unsuccessful Proposers tract Terms Business Registration Requirement Anti-Kickback Disputes Termination Nondiscrimination	6678991010101010

8.6	Liability	.1	1
6.9	Insurance Coverage	.1	2

1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its City Council, (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in participating on a project to provide federal lobbying services for the City Council.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington.

1.3 FUNDING

The City has budgeted an amount not to exceed \$36,000 for this project.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. This project may be funded by local, state and federal tax and grant monies.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about Feb. 3, 2020, and to end Dec. 31, 2020.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

1.5 DEFINITIONS

Definitions for the purposes of this RFP include:

City – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer - Individual or Firm submitting a Proposal in order to attain a contract with the City.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City's need at a given price.

1.6 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system https://spokane.procureware.com for Addenda or other additional information that may be posted regarding this Request.

1.7 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

The scope of service for Federal Lobbying Services consists of the following:

- 1) Lobbying will include all City federal priorities; developed by the City Council each year and updated periodically via Council resolution.
- 2) Advise and assist the City with regard to federal funding for programs addressing economic development, transportation and infrastructure, housing, public safety, sustainability, in addition to any specific items included on the priority list.
- 3) Advise and assist the City on federal legislation or regulation that does now or may in the future impact the City.
- 4) Work with the Washington Congressional delegation, and other state delegations, as the issues require on behalf of the City.
- 5) Initiate regular contact with the City to ascertain direction and report on status of City priorities.
- 6) Position the City to benefit from federal initiatives resulting from revisions to federal legislation, such as reauthorization of transportation and infrastructure bills.
- 7) Identify opportunities to position the City as a regional and national leader on strategic initiatives developed by the City.
- 8) Monitor and advise the City on emerging legislation and funding proposals that could affect the City and the region, in either a positive or negative manner, and provide recommendations for a course of action as may be needed.
- 9) Assist the City in developing and sustaining long-term, substantive relationships with federal elected officials, members of the Washington State Congressional delegation, their staffs, and appointed officials, both in Washington DC and in Federal Region 10. This may also include developing relationships with other western state delegations.
- 10) Advise and assist the City in identifying and developing working relationships with associations, stakeholder groups, organized coalitions and interest groups that interact in legislative and policy areas that affect issues important to the City and the region.

11) Monitor and report on the current federal legislative and budget process and report to the City both orally and in writing any proceedings or actions that may directly or indirectly impact the City.

3. GENERAL INFORMATION

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFP shall be with the RFP Coordinator and shall be submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: https://spokane.procureware.com.

Name and Department	Connie Wahl, City of Spokane Purchasing

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFP Coordinator through the ProcureWare system may result in disgualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	11/6/2019
Question and answer period	11/6/2019 – 11/18/2019
Last date for RFP questions requiring an Addendum	11/18/2019
Proposals due	12/2/2019
Evaluate Proposals	Mid-December, 2019
Conduct oral interviews with finalists, if required	Late December/early January
Negotiate contract	Mid-January, 2020
City Council approval of contract	Late January, 2020
Begin contract work	2/3/2020

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. SUBMITTAL INFORMATION

Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: https://spokane.procureware.com on or before the due date and time. Hard paper, e-mailed or faxed copies will not be accepted.

Late Proposals will not be accepted. The City of Spokane is not responsible for Proposals electronically submitted late. It is the responsibility of the Proposer to be sure the Proposals are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. on the Proposal due date.

Sealed electronic Proposals will be acknowledged at 1:15 p.m., Monday, December 2, 2019, in the City Hall, City Council Chambers, Lower Level, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

B. <u>ELECTRONIC SUBMITTAL INSTRUCTIONS</u>

Proposers must go online to the City's online procurement system portal (https://spokane.procureware.com) to submit Proposals and other documentation as requested. Proposers are asked to read the Welcome Screen and register if they have not done so previously. Once on the procurement system portal, follow the steps below to enter and submit the electronic Proposal:

- 1. Click on "Bids" located on the left hand column.
- 2. Find the applicable project and click the "Project Number".
- 3. Click on the "Response" tab.
- 4. In the "Questions" tab, answer questions and upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
- 5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed.
- 6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
- 7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
- 8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFP Coordinator.

3.5 OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17

U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

3.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be posted it shall be posted to the City of Spokane's online procurement system https://spokane.procureware.com.

The City also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

3.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

3.8 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.9 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.10 MOST FAVORABLE TERMS

The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

3.11 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

3.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the City to contract for services specified herein.

3.13 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFP.

3.14 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

The major sections of the Proposal are to be submitted in the order noted below:

- 1. Letter of Submittal.
- 2. Technical Proposal.
- Management Proposal.
- 4. Cost Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

- 1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
- 2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
- 3. Location of the facility from which the Firm would operate;
- 4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months; and

5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL PROPOSAL

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

- 1. 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.
- 2. 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.
- 3. PROJECT SCHEDULE Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- 4. DELIVERABLES Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. 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.
- 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.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas: See Part 2 "Scope of Services" for areas to be included.

- 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.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references 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.

D. 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 Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- 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.

4.5 COST PROPOSAL

The maximum fee for this contract shall be \$36,000 or less to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

1. IDENTIFICATION OF COSTS

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Firms are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 35%		70 points
Project Approach/Methodology Quality of Work Plan Project Schedule Project Deliverables	15 Points (Maximum) 35 Points (Maximum) 10 Points (Maximum) 10 Points (Maximum)	
Management Proposal - 30%		60 points
Project Team Structure/ Internal Controls Staff Qualifications/Experience Experience of the Firm	15 Points (Maximum) 15 Points (Maximum) 30 Points (Maximum)	
Cost Proposal – 35%	70 Points (Maximum)	70 points
GRAND TOTAL FOR WRITTEN PROPOSAL		200 POINTS

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFP does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. The City Council shall make the award of contract or purchase.

5.5 NOTIFICATION TO PROPOSERS

After an award recommendation has been determined, Proposers will be sent an Intent to Award notification via e-mail.

5.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6. CONTRACT TERMS

6.1 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Firm 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.

6.2 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 the contract.

6.3 DISPUTES

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

6.4 TERMINATION

Either party may terminate this contract by sixty (60) days written notice to the other party.

6.5 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm 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 Firm.

6.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

6.7 PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.8 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.9 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; 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 Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

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

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPOKANE Agenda Sheet for City Council Meeting of:		Date Rec'd	3/19/2021
03/29/2021		Clerk's File #	OPR 2021-0202
		Renews #	
Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	OPR 2021-0196
	SERVICES		
Contact Name/Phone	TONYA WALLACE 625-6845	Project #	
Contact E-Mail	TWALLACE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR22470
Agenda Item Name	5300 QUESTICA BUDGET SOFTWARE CONTRACT		

Agenda Wording

Contract with Questica to implement new Financial Planning & Management Application. Utilizing Interlocal with Thurston County for the purchase.

Summary (Background)

The City's current budgeting process requires many manual processes supported by spreadsheets and emails, which simply do not meet the needs of stakeholders. This application would create efficiencies and allow budget submission through a single electronic platform, streamline the process, have available reports on demand, and sync with our current financial and HR systems.

Lease?	NO Gr	ant related?	NO	Public Works?	NO	
<u>Fiscal I</u>	mpact			Budget Account		
Expense	\$ \$363,198.66	including tax	(Year 1)	# 5310-73100-9	94000-5640	03
Expense	\$ \$170,283.66	including tax	(Year 2)	# 5310-73100-9	94000-5640)3
Expense	\$ \$170,283.66	including tax	(Year 3)	# 5310-73100-9	94000-5640)3
Select	\$			#		
Approv	als_			Council Notifications		
Dept He	<u>ad</u>	SLOON, MIC	HAEL	Study Sessio	n\Other	F&A 3-15-2021
Division	Director	FINCH, ERIC		Council Spon	sor	CM Wilkerson
<u>Finance</u>		BUSTOS, KIN	1	Distribution List		
<u>Legal</u>		ODLE, MARI		Accounting - ywang@spokanecity.org		anecity.org
For the	<u> Mayor</u>	ORMSBY, M	ICHAEL	Contract Accounting - aduffey@spokanecity.org		
<u>Additio</u>	nal Approvals	<u> </u>		Legal - modle@spokanecity.org		
Purchasing			Purchasing - cwahl@spokanecity.org			
				IT - itadmin@spokanecity.org		org
				Tax & Licenses		
				Stegan Baerg - s	baerg@que	estica.com

Briefing Paper

Division & Department: Finance			
Subject:	ct: Contract with Questica to implement new Financial Planning &		
	Management Application		
Date:	3/11/21		
Contact (email & phone):	Michelle Hughes mhughes@spokanecity.org		
City Council Sponsor:	Council Member Wilkerson		
Executive Sponsor:	Tonya Wallace		
Committee(s) Impacted:	Finance and Administration		
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:	Sustainability		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Implementation of a new Financial Planning and Management application with built-in efficiencies to make the budget process more streamlined and accessible		
Background/History:			
Budgeting, forecasting, and planning are vital to the City's future to ensure that the limited resources are used as efficiently and effectively to deliver the expected services. The City's current budgeting process requires many manual processes supported by spreadsheets and emails, which simply do not meet the needs of stakeholders. This application would create efficiencies and allow budget submission through a single electronic platform, streamline the process, have available reports on demand, and sync with our current financial and HR systems. An application that would better facilitate budget development and enhance financial management and accountability has been discussed for several months and was approved as a budgeted capital project for 2021. The Questica contract will provide the application, configuration, implementation, and training of the core product. Additionally, this contract supports a budget publication platform and performance measures. It does not include budget simulation from the sister company, Balancing Act, which would be subsequent phase if approved. Budget Impact:			
Approved in current year budg	et? ☐ Yes ☐ No ☐ N/A was approved in 2020		
Annual/Reoccurring expenditure? \boxtimes Yes \square No \square N/A			
If new, specify funding source:			
_	e generating, match requirements, etc.)		
Operations Impact:			
Consistent with current operat			
Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A			
Specify changes required: Known challenges/barriers:			



City of Spokane

CONTRACT

Title: **BUDGET SOFTWARE SUBSCRIPTION**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **QUESTICA LTD.**, whose address is 385 E. Colorado Blvd. #260, Pasadena, CA 91101, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

- 1. <u>PERFORMANCE</u>. The Company will provide Budget Software Subscription Services, in accordance with Company's Software Subscription Agreement and its Service Level Metrics, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
- 2. <u>CONTRACT TERMS</u>. The Contract shall begin March 22, 2021, and run through March 21, 2024, unless amended by written agreement or terminated earlier under the provisions. This agreement may be renewed/extended for one (1) two (2) year terms upon the agreement of both Parties.
- 3. <u>COMPENSATION</u>. The City shall pay the Company a maximum amount not to exceed **SEVEN HUNDRED THREE THOUSAND SEVEN HUNDRED SIXTY-FIVE AND 98/100 DOLLARS (\$703,765.98),** including tax, for everything furnished and done under this Contract. If this agreement is to be extended, the additional cost shall be capped at a 2.99% price increase per year.
- 4. <u>PAYMENT</u>. 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.

Term of Payment(s):

2021: \$363,198.66 including tax (Year 1) 2022: \$170,283.66 including tax (Year 2) 2023: \$170,283.66 including tax (Year 3)

5. <u>COMPLIANCE WITH LAWS</u>. Each party shall comply with all applicable federal, state,

and local laws and regulations.

- 6. <u>ASSIGNMENTS</u>. 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. <u>AMENDMENTS</u>. This Contract may be amended at any time by mutual written agreement.
- 8. <u>ANTI-KICKBACK</u>. 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. <u>TERMINATION</u>. Either party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10. <u>INSURANCE</u>. 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. <u>DEBARMENT AND SUSPENSION</u>. 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. <u>SEVERABILITY</u>. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- 14. <u>STANDARD OF PERFORMANCE</u>. 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. <u>NONDISCRIMINATION</u>. 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. <u>BUSINESS REGISTRATION REQUIREMENT</u>. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

- 17. <u>AUDIT / RECORDS</u>. 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. <u>CONFIDENTIALITY/PUBLIC RECORDS</u>. 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, at its own expense, will be required to go to Court to get an injunction preventing the release of the 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. <u>DISPUTES</u>. 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.

QUESTICA LTD	CITY OF SPOKANE		
By	Ву		
Signature Date	Signature Date		
Type or Print Name	Type or Print Name		
Title	Title		
Attest:	Approved as to form:		
City Clerk	Assistant City Attorney		
Attachments that are part of this Agreement:			
Exhibit A – Certificate Regarding Debarment Exhibit B – Company's Software Subscription			

Agreement and Service Level Metrics

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.

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

EXHIBIT B



<u>ATTACHMENT B - SERVICE LEVEL METRICS FOR CLOUD-BASED SERVICES IN A PRODUCTION ENVIRONMENT</u>

The following table sets out the Service Level Metrics applicable to the cloud-based Services.

	Service Level Metric Description	Metric	Remedy / Remedial Action
1.	Availability	Measurement Period: Monthly Measurement: "Availability" with respect to any cloud-based Service in any month equals the number of uptime minutes divided by the number of minutes in the month and multiplied by 100, e.g. a 30 day month will have 43,200 total minutes (30 days x 24 hours x 60 minutes) so if total downtime were 40 min the Availability would be 99.9% (43,160/43,200 x 100) "Down Time" with respect to any month equals the sum of all periods of time during that month when any of the following events are occurring other than as a result of Scheduled Maintenance: (i) the cloud-based Service cannot be accessed by any User; (ii) the performance of the cloud-base Service is materially compromised; or (iii) the Subscriber is unable to use the cloud-based Service to access the Subscriber Data; (iv) a critical function with the cloud-based service is unavailable or is materially compromised. "Scheduled Maintenance" means any maintenance conducted by Vendor: (i) between 12:00 a.m. and 9:00 a.m. (local server time) or (ii) during any maintenance period for which the Subscriber has been given written notice at least three (3) Business Days in advance of the first day of the maintenance period (provided that the maintenance period does not last longer than 24-hours in total). (4) In rare cases, emergency maintenance may be required with little notice	For failing to meet this Service Level Metric, the Vendor will provide to the Subscriber a credit equal to 10% of the value of the Subscribed Service Fees for the month in which the Service Level is not achieved. The waiving of this credit shall be based at the Subscriber's discretion in writing.
2.	Restore Time	Metric: No single period of Down Time will last longer than four (4) hours. Measurement: A period of Down Time begins at the earlier of the following times: (i) when Vendor becomes aware of the outage or partial outage through its own monitoring efforts; and (ii) when any one of the Vendor's clients reports the outage to Vendor.	See Remedy / Remedial Action for Service Level Metric #1 (Availability)



	Service Level Metric Description	Metric	Remedy / Remedial Action	
		A period of Down Time ends when: (i) the cloud-based Service is functioning in substantial accordance with its specifications; and (ii) the Subscriber confirms that it is able to access the affected cloud-based Service and use the cloud-based Service to access the Subscriber Data.		
3.	Incident Response	Measurement Period: Monthly Measurement: Incident Response Time starts at the time an incident is reported by the Subscriber during regular business hours via the Vendor's incident reporting system. Incident Response Time ends when: (i) the Vendor starts work on the ticket; and (ii) when the Vendor acknowledges receipt of the ticket.	For failing to meet this Service Level Metric, and provided the Vendor fails to meet the response Time Targets on more than one incident in a given month, the Vendor will provide to the Subscriber a credit equal to a percentage of the value of the Subscribed Service Fees for the month in which the service level metric was not met based on incident priority: Priority 1 – 10% Priority 2 – 5% Priority 3 – 2% Priority 4 – 0% The waiving of this credit shall be based at the Subscriber's discretion in writing.	
4.	Incident	Metric: Incident Resolution Time Targets Met ≥ 99%	discretion in writing. The Vendor will work	
4.	Resolution	Measurement Period: Monthly Measurement: Incident Resolution Time starts at the time an incident is reported by the Subscriber via the Vendor's incident reporting system.	with the Subscriber to determine why agreed service levels have not been met and will take all	



	Service Level Metric Description	Metric	Remedy / Remedial Action
		Incident Resolution Time ends when: (i) a solution has been provided and implemented that resolves the reported incident; or (ii) a work-a-round acceptable to the Subscriber is provided that provides a temporary solution to the reported incident; or (iii) a time frame for implementation of the solution to the reported incident has been established that is acceptable to the Subscriber.	reasonable corrective actions.
5.	Disaster Recovery	Metric: Disaster Recovery Target Met Measurement Period: Any Disaster Event Measurement: If there is a disaster, the application will be recovered within twenty-four (24) hours. Disaster Recovery Time starts when a disaster event is encountered that critically impacts the application. Disaster Recovery Time ends when services have been restored.	For failing to meet this Service Level Metric, Vendor will provide to the Subscriber a credit equal to 20% of the Subscribed Service Fees for the applicable month.
6.	Return any Request for Support made within defined Business Hours	Metric: Return any Request for Support made within defined Business Hours Measurement Period: Quarterly Measurement: The average time to return any request for support is two (2) hours.	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take all reasonable corrective actions.

Under no circumstances will the credits or penalties resulting from a single event be compounded. The Subscriber will at its sole discretion, determine which Service Level Metric is to be enforced for a single event.

RPO, RTO and Backup

We operate with a Recovery Point Objective (RPO) (in hours) during regular business hours which cover 8:00am to 8:00pm EST of 2 hours. Our Recovery Time Objective (RTO) during regular business hours is 4 hours. The RTO outside of regular business hours is 16 hours.

Questica will be partnering with Microsoft Azure, and utilizing a data center closest to each customer's needs. All data being transferred between the customer's network and the Azure hosting site would be handled through encrypted channels. The proposed solution/pricing does not include clustering for hot fail-over, but it can be added at an additional cost if required by the City. The SQL-Server transaction logs are backed up on an hourly basis and full database back-ups are performed twice per day. Microsoft performs 24X7 security monitoring on the Azure Network and maintains many ongoing certifications related to security and penetration testing.



Disaster Recovery

The Questica standard is nightly full backups and bi-hourly transactional backups of the database that are kept in a separate environment. Should there be a catastrophic failure, the customer site should be up and running within 16 hours or less with no more than two hours of lost transactional data.

This would include, the hosting servers, OSes, application, database, and surrounding integrations.

OTHER SERVICES

The Vendor shall demonstrate compliance to the support the implemented Questica Budget system through:

- Continued investment and development of the Questica Budget application
- Management of ongoing updates
- Management of ticket and resolution
- Management of approved changes and enhancements

ADDITIONAL TERMS

Incident(s) – Is an event that is not part of normal operations that disrupts an operational process or processes. An incident may involve the failure of a feature or service that should have been delivered or some other type of operation failure.

The Vendor will communicate with The Subscriber throughout the resolution period for P1 and P2 incidents, ensuring that The Subscriber is aware of the estimated Resolution Time, and if they expect the resolution to exceed the Target Resolution Time. The Vendor will make Best Efforts to resolve P1 and P2 within the respective Resolution Time Targets.

The Vendor will complete a root cause analysis and report the results to The Subscriber within one week of the resolution date for all P1 and P2 incidents.

The Vendor will provide a Preventative Action report to The Subscriber within two weeks of the resolution date for all P1 and P2 incidents, outlining the steps to be taken to prevent a similar incident from happening again.

The Vendor will target the delivery of a Permanent Fix for all P1 and P2 incidents within three months of the date the incident is resolved.



Incident Priority Level Definitions

	Description	Response Time	Resolution Time
Priority Level			Target
1	The Incident has caused loss of a service to a business-critical operation or workgroup. Productivity loss of affected parties is extreme or absolute. Productivity and/or financial loss of affected business operations are significant and business processes or system functionality is seriously affected.	1 Hour	4 Hours
2	The Incident has caused a severe reduction of a service, reduced stability and/or performance issue related to a business-critical service. Productivity and/or financial loss of affected business operations are significant and business processes or system functionality is seriously affected.	2 Hours	8 Hours
3	An incident has been reported affecting a non-critical service and business operations can continue with minimal disruption to business operations.	1 Business Day	Next Upgrade or Hotfix
4	An incident has been reported affecting a non-critical IT service and business operations can continue with no disruption to business operations.	1 Business Day	Considered for a Future Upgrade or Hotfix

Business Hours - Are defined as 5:00am to 5:00pm PST, Monday to Friday



Security Incident Response

Overview

Reflecting the recommended practices in prevalent security standards issued by the International Organization for Standardization (ISO), the United States National Institute of Standards and Technology (NIST), and other industry sources, Questica has implemented a wide variety of preventive, investigative, and corrective security controls with the objective of protecting information assets.

Ultimately to manage any incident such that recovery time and costs are limited, as well as taking any and all reasonable steps possible to ensure an improved security stance.

Network Protection

Questica's network protections include solutions designed to provide continuity of service, defending against Distributed Denial of Service (DDoS) attacks.

Within our network environment, we use Azure Security Center to ensure compliance, document all information systems, and monitor for suspicious activity.

Events are analyzed using signature detection, which is a pattern matching of environment settings and user activities against a database of known attacks. Questica updates the signature database frequently.

Monitoring and Event Alerts

Alerts are sent to Questica's senior IT team for review and response to potential threats. These alerts are monitored 24x7x365.

Incident Response

Questica evaluates and responds to suspicious activity/events of unauthorized access to or handling of customer data, whether the data is held in Questica's hosting environment within Microsoft Azure or on personal hardware assets of Questica employees. Questica's Information Security Incident Reporting and Response Policy defines requirements for reporting and responding to incidents. This policy authorizes the Questica senior IT team to serve as the primary contact for security incident response, as well as to provide overall direction for incident prevention, identification, investigation, and resolution.

- Validating that an incident has occurred
- Communicating with relevant stakeholders
- Preserving evidence
- Documenting any incident along with related response activities
- Containing an incident
- Escalating an incident
- Preventing any future re-occurrence of the incident or tangentially related security concerns



Upon discovery of an incident, Questica defines an incident-response plan for rapid and effective incident investigation, response, and recovery. Root-cause analysis is performed to identify opportunities for reasonable measures which will improve security posture and defense in depth. Formal procedures and central systems are utilized to collect information and maintain a chain of custody for evidence during incident investigation.

Notifications

In the event, that Questica determines that a security incident has occurred, Questica promptly notifies any impacted customers or other third parties in accordance with its contractual and regulatory responsibilities. Information about malicious attempts or suspected incidents is confidential and is not externally shared. Incident history is also confidential and is also not shared externally.

Security Vulnerabilities

If you are an Questica customer or partner, you may use the support portal found here or email Questica Support to submit a service request for any security vulnerability you believe you have discovered in a Questica product. If you are not a customer or partner, please email support@questica.com with your discovery.



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made March _____, 2021 (the "**Effective Date**") by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware ("**Questica**") and CITY OF SPOKANE, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. **DEFINITIONS**

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

"Services" means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

"User Guide" means the on-line users guide for the Services, made available on-line.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us", "Our", "Questica Inc.", "Questica LTD." or "Questica" means the company or entity providing the Services in the Agreement

"You", "Your", "Subscriber" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

- **2.1 Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.
- 2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
- 2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

- 2.4 Hosting, Product Maintenance and Support. For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.
- **2.5 Implementation Services**. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:
 - 1) completion of the services described in the SOW
 - 2) 12 months from the effective date of the relevant Order Form.
- Acceptance of Custom Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

- 3.1 Our Responsibilities. We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.
- 3.2 Our Protection of Your Data. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 3.3 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 Fees. You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

- 4.2 Invoicing and Payment. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- **4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- **4.5 Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.
- **4.7 Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and GSA per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

- **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

- 6.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 6.2 Protection of Confidential Information. The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1 Our Warranties. We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.
- 7.2 Your Warranties. You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.
- 7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control

of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (II) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

- 8.2 Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
- **8.3 Exclusive Remedy**. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

- 9.1 Limitation of Liability. NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).
- 9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

- **10.1 Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
- 10.2 Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 2.99% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.
- **10.3 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 10.4 Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of

- all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 10.5 Return of Your Data. Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- Surviving Provisions. Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality),
 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

- **11.1 Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules, Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

- (b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).
- (c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.
- **11.3 Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Washington in respect of this Agreement.
- **11.4 Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

- **12.1 Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- **12.2 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 12.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.
- **12.5 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- **12.7 Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).
- Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.9 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your

- purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- **12.10 Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.
- 12.11 Authorized reseller status; Option to purchase affiliate products. Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.
- **12.12 Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF SPOKANE	QUESTICA LTD.
Per:	Per:
Name:	Name:
Title:	Title:
Date:	Date:
I have authority to bind the organization	I have authority to bind the organization

APPENDIX A - Order Form

Description Software as a Service					Amount
Questica Budget Software Subscription Questica provides server, database, software, serve framework seat licence for Operating, Personnel, Capital	er management,	software	Included maintenance, and	\$ 1	111,067
Additional Operating License Seats	60				
Additional Personnel License Seats	5				
Additional Capital License Seats	30				
Unlimited Read-Only Licences			Included		
Opt. Feature: Allocations			Included		
Opt. Feature: Statistical Ledger			Included		
Opt. Feature: Performance			Included		
OpenBook Software Subscription			Included	\$	15,000
CaseWare BudgetBook Seats & After-care	5			\$	30,300
Total Year 1 SaaS Subscription (not including tax)				\$	156,367
Professional Services (Per Statement of Work)					
Design, Analysis & Configuration			Included		
Project Management			Included		
Training			Included		
Integrations			Included		
Customizations			Included		
Custom Reports			Included		
IT Services			Included		
Budget Book Configuration by FH Black			Included		
Total Professional Services:				\$	192,915
Grand Total Year 1				\$	349,282

Pricing Notes

Pricing valid though: March 31, 2021

- Above pricing in US Dollars
- Term: 5 Years, Inflation at 2.99% from Year 4
- Applicable Taxes Extra
- Terms of Payment:
 - o Software Subscription (including annual maintenance, support, and hosting services):
 - Due 100% upon Contract Effective Date (Net 30)
 - Professional Services:
 - 20% due the earlier of software installation or 30 days from Contract Effective
 Date
 - 15% due the earlier of historical (Operating) budget available for validation or 60 days from Contract Effective Date
 - 15% due the earlier of (Operating) actuals import integration configuration created & tested or 90 days from Contract Effective Date
 - 15% due the earlier of a single year of personnel data available for validation or
 120 days from Contract Effective Date
 - 15% due the earlier of configuration of modifiers or 180 days from Contract Effective Date
 - 20% due the earlier of completion of training or 210 days from Contract Effective
 Date

APPENDIX B – Hosting, Maintenance and Technical Support Services

- (A) **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:
 - I. Testing customizations during an upgrade
 - II. Restoring a database backup required because of a Subscriber error
 - III. Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

- (B) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:
 - I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
 - II. New applications
 - III. Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site-specific customizations. Questica will provide a guote for any required rework associated with customizations resulting from the upgrade.

- (C) **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:
 - I. Custom programming services;
 - II. On-site support;
 - III. Subscriber developed interfaces, API interactions, or customizations;
 - IV. Subscriber developed reports:
 - V. End-User training or re-training;
 - VI. Subscriber hardware or network issues;
 - VII. Correction of data issues derived from user error or Software misuse;
 - VIII. Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;

- IX. Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
- X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

APPENDIX C - Scope of Work (SOW)

Scope of Work

Questica Budget Implementation for City of Spokane

1. Revision History

R	ev.	Date	Authors	Notes/Changes
1		25-Jan-21	Stefan Burden	Initial proposal

2. General

2.1. Shared Responsibility

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

2.2. General Clarification

Initial Data Load

"Data import", "import workbooks", and "initial data load" are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica.

Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica's Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer's terminology and to incorporate all elements of The Customer's chart of accounts, other data entities, and columns within those data entities. Such data provided must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

The Customer can use the software's user interface or Questica's Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Questica's work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Questica Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror The Customer's data structures, notably the chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer's terminology;
- · Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, Financial Statements, and Performance);

- GL Account Categories must be categorized as containing either a revenue or expenditure accounts (accommodation is made for other account types in the Financial Statements module);
- Questica Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

"Integration" as used in this Scope of Work refers to the automation of data exchange between Questica Budget and 3rd party systems. For each of the integrations in scope, Questica shall be responsible for:

- · Configuring data transformations, as described by The Customer during the implementation.
- Providing the software interface into Questica Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a "cloud" environment, Questica is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

- Records being copied into Questica require a unique key to unambiguously match incoming data with preexisting records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).
- While it is likely that Questica can accommodate any chart of account segments ("chart fields"), and Questica shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
- Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing Active, and projects, etc. is not automatically updated from the general ledger or other external system.
- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Questica will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.
- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation but each amendment integration will only work in one of these modes.

• Actuals Import integrations cannot be used to amend the budget.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section "2.9. Customizations" of this Scope of Work document. Sections prior to "2.9. Customizations" detail the delivery of standard product functionality and services.

2. Scope of Work

In the Scope of Work tables, entries in the column headed "Scope of Work" are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services. There may be additional refinement of the scope.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Hosting of production and test instances of Questica Budget during the implementation period.	N/A - System to be implemented on Questica production hosting environment.
Production Hosting	Hosting of a single production instance of the Questica Budget system, as well as additional sandboxes for The Customer's development/test/QA/training needs.In addition to these server instances, The Customer must provide user workstation environments as follows: • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.6 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge), or Microsoft's freely available desktop version of Report Builder installed.	In scope: As per hosting agreement.
Change Management Essentials	Questica will facilitate a change management process in relation to the implementation of Questica Budget. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops. A change management plan document will be produced based on the information gathered, containing:	In scope with: - A maximum of 4 half-day workshops (or equivalent in one-on-one interviews); - Change management plan, co-authored with the City's change team.

- What is changing;
- Organizations impacted by the change:
- Each organization's ability and willingness to change:
- A training plan;
- Strategies for dealing with the change.

Note that the change management offered included in this item are the essentials, offering the benefit of Questica's experience in the domain of budget system implementation. It is not the enactment of, or replacement for, a comprehensive project of change management as may be required by the City's PMO (project management office), or for a significant change beyond the introduction of a new system that approximates to current processes and procedures.

Budget Process Review Essentials

Questica will facilitate a review of:- The budget process for both the operating and capital budgets;-The chart of accounts;

- Personnel planning and budgeting;
- Reporting requirements.

This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.

Budget Process

End to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Questica will facilitate a design of the budget process as it relates to the Ouestica Budget system being implemented, seeking opportunities for improvement. This output will be documentation of:

- Budget process stages:
- What happens in each stage;
- Input, outputs, and participants in each stage;
- Stage permission requirements.

Chart of Accounts

Determine the data model, including the COA, rollups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Questica Budget.

Personnel Budgeting

Review and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions.

Reporting Requirements

Ensure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for managing budget, and those disseminating for information "up and out" (management and public). Reporting can be through traditional print reports,

In scope with:

- A maximum of 4 half-day workshops:
- Gap document describing Questica's understanding of gaps, options for filling the gaps, selected option (where one has been identified).

	saved searches, dashboards, smart reports, and OpenBook.The customer will assume responsibility for maintaining all process documents after hand-off.	
Project Management & Analysis	Questica will assign a Project Manager/Analyst ("PM") to lead this implementation on Questica's behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "2.10.1. Questica Project Management Responsibilities" of this Scope of Work. Limitations: - Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Questica PM is obligated to attend/host. Exceeding this limit is at the discretion of Questica's PM. This does not limit his or her availability for ad-hoc contact as needed. - The scope includes overhead of project management and analysis as stated in the "Scope or Work" column at right. Where delays are not on the part of Questica, additional project management and analysis beyond this limit may be billable at Questica's standard services rate.	In scope with: - One weekly status meeting; - 40 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.
On-Site PM Visits	Each on-site visits by the Questica PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for on-site visits are payable by The Customer as per contract. All other work by the Questica lead(s) will be carried out offsite and contact will be via normal telecommunication channels.	Not in scope
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles.	Customer task: Questica will assist with this task until administrators have received training in security configuration.
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon. Note that in a cloud hosting environment the Questica Budget is known to work with Shibboleth IdP, AD FS (Active Directory Federation Service), Azure AD Connect, and Oracle IDM implementations of SAML. It should authenticate with any federated server that uses standard SAML.	In scope: Configure production instance to use The Customer's SAML (Other/Generic) Authentication for user logon. Questica is not responsible for software and configuration changes required to make it authenticate with non-

		standard implementations of authentication protocols.
Import Configuration		1
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units	In scope
Analytics		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features	The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.	
Configuration		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages.	In scope

Initial Data Load		
Import Initial Budget	Import the current/future Operating budget from data import workbooks: • Create dollar budget line items at the chart of account level by Costing Center.	In scope: Questica will import the most recent budget with 1 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' Operating budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level by Costing categorized.	Customer task:The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration		1
Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's general ledger at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Questica will create no more than 1 point of integration for the approved operating budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's general	In scope: Questica will create no more than 1 point of integration

	ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	for the operating budget amendments.
Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand.Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	In scope:Questica will create no more than 1 point of integration for the operating actual costs.

2.3. Personnel Planning & Budgeting Module

The Questica Budget Personnel Planning & Budgeting module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load	Configuration and data import of standard Questica P data supplied by The Customer in Excel® workboominimum, the files will contain the data necessary to • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. For the purpose of the above, the definitions of pemployees and modifiers shall be those found in the manual. The relationships between them shall be Questica Budget and described in the Questica Budget.	ks provided by Questica. At a : cositions, grades, grade steps, he Questica Budget Personnel those currently supported by
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, and insurance. Note that modifiers are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	Customer task: Questica will assist with this task until administrators have received training in modifier configuration.
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope

Integration		
Payroll Actuals Import Automated facility to transfer actual payroll transactions at the employee/position detail le from The Customer's HR or payroll system to the Questica Budget Operating module; automatic scheduled, and/or on demand. This data may used to replace existing GL Actuals with payrol detail or may be stored in a separate table. Notwithstanding items expressly referenced in "Customizations" section of this Scope of Worl and/or other communications between Questi and The Customer to the contrary, standard limitations of this integration include, but are r limited to, the following points: • Each distinct data source and/or output file one point of integration; • A user interface will be created for the select import of sections of the budget within two dat ranges, no other criteria will be available; • Data in each integration point will either rep all GL actuals in the personnel GL account cat or be written to a custom entity created to stor		In scope: Questica will create no more than 1 point of integration for the payroll actuals.
HR Data Sync.	payroll actuals, but not both. Automated facility to synchronize Personnel data between Questica Budget and The Customer's HR or payroll system. This integration synchronizes: New, deleted and updated employees; New, deleted and updated positions; Changes in employee-position relationships; Changes in position-costing centre relationships. The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.	In scope: Questica will create no more than one integration for Employees, one for Positions, and one for Position Allocations.

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work	
Configuration			
Import Projects	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics.	s, using data supplied by workbooks provided by the files will contain the ing closed projects where loaded); ments consistent with, and budget module; on Stages. iay optionally contain data s & Asset Types;	
Initial Data Load		1	
Import Initial Budget	Import the current/future capital budget from data import workbooks: • Create dollar budget line items with GL Accounts and Funds by Project.	In scope: Questica will import the most recent budget with 5 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.	
Import Historic Budgets	Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.	
Import Actuals Transactions	Import capital actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.	
Import Initial Statistical Budget	Import the current/future capital statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level by Project	Customer task: The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.	
Import Historic Statistical Budgets	Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's	

		Excel® export/import feature.
Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	In scope: Questica will import up to 2 years of actual costs. The Customer can add older actuals manually or using Questica Budget's spreadsheet import feature if desired.
Integration		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's general ledger or project system at the approved budget object/costing centre level when invoked by a user.Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope:Questica will create no more than 1 point of integration for the approved capital budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's general ledger or project system, or the other direction as required. This interface is required only in the case where The	In scope: Questica will create no more than 1 point of integration for the capital project budget amendments.
	Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	
Actuals Import	Automated facility to transfer actual data from The Customer's general ledger or project system to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand.	In scope: Questica will create no more than 1 point of integration for the capital project actuals.
	Note that this scope item is in addition to the built- in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	

2.5. Financial Statements

The Questica Budget Financial Statements add-in is not included in this installation.

This feature adds the ability to configure and generate financial statements (Balance Sheets, Income Statements and Cash Flow Statements) from revenue and expense budget data combined with non-GL data entered by the user.

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.

Unless explicitly included in scope elsewhere in this document, it is The Customer's responsibility to plan, design, and roll-out the performance measurement program(s). This section of the SoW relates only to the configuration of the system.

Note that read-only licences are not available for Questica's Performance Measures module. Purchase of an 'Unlimited Read Only' licence does not grant read-only users access to this module.

Functional Area	<u>Description</u>	Scope of Work
Configuration		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	In scope: Questica will, with the help of The Customer, determine and configure the Performance Measures Categories and Units, establishing those lookup values within the system.
Initial Data Load		
Measures	Configuration of the initial set of performance measures.	In scope: Questica will import the initial set of performance measures, to a limit of 5 hours of consulting.
Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	In scope: Questica will, with the help of The Customer, create the initial set of scorecards, to a limit of 5 hours of consulting.

The Performance Measures module is included in the framework license, however this SoW does not include configuration of the system by Questica. The Customer may use the online training material to make use of Performance Measures.

Note that read only licenses are not available for Questica's Performance Measures module. Purchase of an 'Unlimited Read Only' license does not grant read only users access to this module. [SB1]

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency is included in this implementation.

Functional Area	Description Scope of Wor	
Configuration		
System Administration	General configuration of OpenBook to set the look- and-feel, captions, and add users.	Customer task: As a customer task, The Customer will leverage Questica's training material

		and reasonable assistance of Questica's PM or consultant to understand the administration options.
Configuration of Visualizations	The Customer is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles.	In scope: A Questica consultant will assist in configuring OpenBook "Vizualizations", to a limit of 10 hours of consulting time (* additional services can be purchased at Questica's standard hourly rate).
Configuration of Questica Budget	Configure ad hoc views in Questica Budget as a convenient source of source of OpenBook data.	In scope: Questica will, with the help of The Customer, configure up to 3 ad hoc views as a source of OpenBook data. The Customer is able to configure as many additional ad hoc views as required.
Integration		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget.	In scope
Import from CSV Files	Initial and ongoing population of datasets through the import of .CSV files.	Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to load and configure datasets from CSV files.

2.8. Training

Functional Area	Description	Scope of Work
Online Resources	Questica has invested in creating and maintaining a substantial library of online training courseware in the Questica Help and the Questica Academy. Having signed-up with an valid Customer email address, all material is available to all users during and after the implementation.	
Training Approach	Questica's standard training model is to train the within The Customer's organization in all aspects system delivered. Training is a blend of online cou in a classroom (if in scope, see "Training Location In the case of video training Questica's PM will fie scheduled viewing. Where a specialist trainer is " a follow-up to a video or presentation of the entir	s of the application related to the urseware and "live" training, either n" below) or via a web conference. Id outstanding questions after the 'In Scope" below this might be as
Training Schedule	Questica's PM will help determine at which point i of training is most appropriate. The Customer ma	

	their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica. Having received train-the-trainer training, the Customer is responsible for training			
Training Location	the end users, except where explicitly included in score * Note that this item relates only to location of training			
	in addition to those items scoped below. On-Site Training: Is not included.			
	Remote Training: All training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.			
Instructional Videos/eLearning Courseware	Instructional on-boarding videos (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets tailored to The Customer's process.			
training specialist to dete	tail the proposed training. The Customer's PM will wor rmine the final training plan and topics may be swapp ided that the total amount of training does not exceed	ned to receive more of one		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos. In scope: This will be delivered in one training session.			
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool.			
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module. In scope: Up to 2 training sessions wi be held on this topic.			
Train-the-User: Operating	"Train the user" training in the use of Questica Customer task Budget's Operating module.			
Train-the-Trainer: Personnel	"Train the trainer" training in the use of Questica Budget's Personnel Planning & Budgeting module. In scope: This will be delivered in one training session.			
Train-the-User: Personnel	"Train the user" training in the use of Questica Budget's Personnel Planning & Budgeting module. Customer task			
Train-the-Trainer: Capital	"Train the trainer" training in the use of Questica Budget's Capital module.	In scope: This will be delivered in one training session.		

Train-the-User: Capital	"Train the user" training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Performance Measures	"Train the trainer" training in the use of Questica Budget's Performance module is via pre-recorded training video.	Not in scope
Train-the-User: Performance Measures	"Train the user" training in the use of Questica Budget's Performance module.	Not in scope

2.9. Budget Book

Questica Budget Book Powered by CaseWare is included in this implementation.

The Customer agrees to the following in respect of the creation of the Budget Book: 1) That the implementation of the Budget Book shall be guided by FH Black & Company Inc. ("FH Black"). 2) That the Budget Book shall be implemented using the CaseWare desktop publishing application, to be hosted on a computer provided by The Customer.* Note: CaseWare is an industry leading desktop publishing application. It is not available as a cloud-based application and is not covered by a Questica cloud/SaaS/hosting. 3) To provide on-going guidance to the FH Black team respecting presentation and disclosure requirements, general ledger/Questica account structure, budget processes, etc., as necessary. 4) To develop and submit to the FH Black team Questica Ad-Hoc Reports that contain all automated values and narrative to be included in the standard budget book content. 5) In the case that Questica Budget groupings be insufficient for Budget Book requirements, to group all accounts by Object and by Function as recommended/advised by FH Black within a CaseWare "Working Papers" file. 6) To reconcile and adjust the financial data within the "Working Papers" file as is necessary to agree with previously published reports. That this process may also require posting adjusting journal entries within CaseWare and if so required, the client will be responsible for this work. 7) To provide a mapping/group legend for each value in the statements, schedules and notes. 8) To complete miscellaneous tasks as may be assigned by the FH Black team during the implementation. 9) To attend CaseWare Working Papers and Financials Template courses as deemed necessary by FHB. The cost of this training is included in the annual fee for a single user ("CaseWare Champion") only. 10) To review, test and sign-off on all FH Black work within five (5) business days of receipt of such work.

Functional Area	Description	Scope of Work
Budget Book Option	Questica offers three options for the publishing of a Budget Book:1) Template Budget Book Powered by CaseWare - Single User;2) Template Budget Book Powered by CaseWare - Multi-User (5 Seats);3) Custom Budget Book.	In scope:Template Budget Book Powered by CaseWare - Multi-User (5 Seats). Implementation and configuration of CaseWare's standard Budget Book library: - Review Questica setup, account groups & cost centers and configuration of CaseWare to support these structures Configure standard content and identify requested modifications to: - Fonts, indents, and margins - Ordering of documents - Initial configuration of standard content with client standards Configuration & testing of Questica integration.

		► Guidance to client on their tasks (inserting schedules, pictures, embedded PDFs etc.).	
CIP Add-on	Addition of CIP to the standard template, either as a separate book or inclusion in a single book.	In scope	
Ad Hoc Views & Reports	The Customer is responsible for submitting to the FH Black team ad hoc views and reports that contain ALL automated values and narrative to be included in the standard budget book content. The scope of this activity is to assist The Customer in creating some or all of those data sources.	Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to configure ad hoc views in Questica Budget.	
Aftercare	Annual aftercare is used to work with FH Black consultants to install updated versions of software, tweak the style sheets to change the presentation of their data, re-configure existing content, group new G/L accounts, modify groupings, address reorganizations, and other common tasks. Aftercare does NOT cover customization of existing content or development of new custom content that The Customer may wish to add.	In scope: 30 hours of Aftercare annually.	
Train-the-Trainer	Initial Train-the-trainer training ("CaseWare Champion").	In scope: The Customer's "CaseWare Champion" will attend 32 hours of FH Black standard online training.	

2.9. Customizations

2.9.1. Custom Business Rules (CBRs), Modifiers, User Interface

The following customizations are included within this Scope of Work:

- CBR/Action: Copy approved Capital budget into Operating budget on demand
- *** Notes: It is Questica's understanding that the project actual costs will be part of the data imported from the City's Mitchell Humphrey FMS system, and that the project budget may need to be reported and managed as a whole, combined with the operating budget. The recommended way to achieve this in Questica budget is to formulate the project budget using the capital module then copy it (when approved) into the operating module to be managed and reported on as a single coherent budget. Questica will create a custom action to copy "year 1" of the selected capital budget into the operating module on demand. This internal integration will include a reasonable set of automatic rules/filters to determine which projects are included and any simple data mappings that may need to be automated.

This project includes 30 hours identified exclusively for the development of the following customizations. Work on these customizations shall not exceed 30 hours except on receipt and acceptance of a change order, which may require additional funding:

- CBR/Action: Custom business rules to assert Spokane's specific grant restrictions
- *** Notes: It is Questica's understanding that the budgeting of grants is an important component of this implementation. Financial management of grants varies greatly in the public sector. While most methods of grant management can be handled by configuring out-of-the-box tools and features, it is recommended that a modest contingency be set aside to purchase additional services writing small customizations such as business rules. These will allow grant management to be automated even closer to the desired data modesl and processes.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This project includes 150 hours identified exclusively for the development of the following reports and/or ad hoc entities. Work on these shall not exceed 150 hours except on receipt and acceptance of a change order, which may require additional funding:

- Report: Custom Reporting
- *** Notes: A bucket of hours for custom reporting to be used at the customer's discretion

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.9.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.9.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

2.10. Project Management

2.10.1. Questica Project Management Responsibilities

- Coordinating the development of the project plan in consultation with The Customer project manager and team members.
- 2. Ensure the timely execution of Questica's deliverables.
- 3. Ensuring that members of The Customer team are sufficiently educated in the Questica Budget application understand the implications of initial design decisions.
- 4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW, along with their expected completion dates.
- 5. Providing regular progress status reports to the key team members.
- 6. Advising The Customer of the impact on the expected delivery dates of any Questica or Customer deliverable is advanced or delayed.
- 7. Tracking issues through n issue log.
- 8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

2.10.2. The Customer Project Management Responsibilities

- 1 Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
- 2. Acting as primary communication point with the Questica PM.

- 3. Providing definitive responses to the Ouestica PM on all decision points.
- 4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Questica PM of expected completion dates.
- 5. Ensuring that implementation training material is reviewed in a timely manner.
- 6. Ensuring that change orders contain a full specification of the changes required.
- 7. Ensuring that customizations are fully specified and documented.
- 8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
- 9. Approving (sign-off) Questica deliverables.

2.10.3. Project Planning

- 1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
- 2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
- 3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.
 - e. The preparation of data import templates consistent with the agreed configuration and customizations.
 - f. The completion by The Customer of the data import templates.
 - g. The import by Questica of the data import templates.
 - h. Customer approval of the imported Questica Budget structures and data.
 - i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Questica Budget's natural data model.
 - j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
 - k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
 - I. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
 - m. The development by Questica of any required custom reports, whether detailed in this Scope of Work or added to the scope through a change order.
 - n. The testing and acceptance of custom reports and report views.
 - o. The deployment of custom reports and report views.
 - p. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
 - q. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.

- r. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- s. The deployment of all integration components.
- t. The testing and acceptance by The Customer of the integration components.

2.11. Customer Resources

- 1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with the SQL Server environment.

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed Changes in this Appendix D supersede Agreement.	upon changes or exception and replace the identified	ons to the Software Subscrip language or section from the	tion Agreement. e Software Subscription

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT



BUSINESS LICENSE

Profit Corporation

QUESTICA LTD. DBA QUESTICA 2 LTD. QUESTICA LTD 2130 MAIN ST STE 245 HUNTINGTON BEACH, CA 92648-6470 TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

BELLINGHAM GENERAL BUSINESS #063368 - ACTIVE SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES: QUESTICA LTD

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Issue Date: Nov 20, 2020

Expires: May 31, 2021

Unified Business ID #: 604283536

Business ID #: 001 Location: 0001

Director, Department of Revenue

Vikki Smith

UBI: 604283536 001 0001

QUESTICA LTD. DBA QUESTICA 2 LTD.
QUESTICA LTD
2130 MAIN ST STE 245
HUNTINGTON BEACH, CA
92648-6470

STATE OF WASHINGTON

TAX REGISTRATION - ACTIVE BELLINGHAM GENERAL BUSINESS #063368 - ACTIVE SPOKANE GENERAL BUSINESS -NON-RESIDENT - ACTIVE Expires: May 31, 2021

Vikki Smith

Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

- Post this Business License in a visible location at your place of business.
- If you were issued a Business License previously, destroy the old one and post this one in its place.
- All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees that may apply.

If there is no expiration date, the endorsements remain active as long as you continue required reporting (see Endorsements).

 Login to My DOR at <u>business.wa.gov/BLS</u> if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: (360) 705-6741

Endorsements

Although tax registration, unemployment, and industrial insurance endorsements appear on your Business License, the registration with the agencies that govern these endorsements is not complete until they have established an account for your business.

Each registering agency requires you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

Corporations, limited liability companies, etc.

You must submit a Business License Application **and** file with the Corporations Division of the Secretary of State before you can legally operate as a corporation, limited liability company, or other business organization type that requires registration. If you have any questions, call (360) 725-0377.

For assistance or to request this document in an alternate format, visit http://business.wa.gov/BLS or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (04/14/16)

Spokane
Financial
Planning &
Management
Application

FINANCE &
ADMINISTRATION
COMMITTEE

MARCH 15, 2021

Agenda

- Strategic Goal
- Justification
- Outcomes
- ❖The Product
- The Project

"Enough with the busy. Start being brilliant." Questica

GOAL: Make the budget development process easier, collaborative, and transparent.

- Implement a budget-development and management application.
- Transform the process so that it is more inclusive and actively involves department directors, mayoral leadership, city council, and the public.
- Provide real-time information to support decisions in an easy-to-understand format.
- Establish a rolling forecast where alternative scenarios can be evaluated, and decision impacts can be understood.
- Connect other operational data to the financial data.
- Offer budget simulation to the citizens to inform priorities, bolster involvement and support understanding.

Justification

- Move away from using Excel spreadsheets, email, and Word as the primary tools to develop and communicate the budget.
- Eliminate the hundreds of hours of manual processes, and potential errors.
- Provide single place to manage all budget change requests.
- Visually track the process as it progresses through the various stages of development.
- o Increase the involvement of department directors.
- Easy ability to incorporate operational data.
- Read-only access to all relevant staff and leadership.
- Easily assessable valuable data for publication.

Outcomes

- All budget submission performed through a single electronic platform
- Built-in efficiencies to make the budgeting process more streamlined and accessible
- All Department Budgets, new Budget Requests and Capital Projects roll into City-level budget
- Sync with financial and HR systems happen as scheduled or on-demand, no clean-up required
- Reports available on-demand for end users
- Flexible, out-of-the-box and ad-hoc reports, tailored to specific needs
- Configurable, personalized dashboards, tracking relevant performance metrics and midyear variance tracking
- Automated Budget Book process and public facing transparency site

Questica

Core Modules and Features

Operating

Salary and Position Planning

Capital

Performance

Advanced Calculation Engine

Reporting Center

Transparency and Stakeholder Engagement

OpenBook transparency and visualizations

Budget Book powered by CaseWare

Balancing Act – budget simulation*



The Project

Cost

- Questica \$350,000
- Add-ons \$50,000
- Contingency \$100,000

Team

- Core Team
- Governance Team
- User Team

Schedule

- Phase I Implementation (2021)
- Phase II Public View (2022)
- Phase III Budget Simulation (2023)

Immediate Next Steps

- ☐ Approve the contract
- □ Confirm the teams and team roles
- ☐ Complete the project charter
- ■Schedule kick-off



QUESLTD-01 CERTIFICATE OF LIABILITY INSURANCE

BAGASCHE

DATE (MM/DD/YYYY)

3/18/2021

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.

lt th	SUBROGATION IS WAIVED, subjection is certificate does not confer rights to	ct to the	the cert	terms and conditions of ificate holder in lieu of su	the po Ich end	licy, certain lorsement(s)	policies may	require an endorsemen	t. As	tatement on
PRO	DUCER				CONTA NAME:	CT				
	Henderson Brothers Inc					PHONE (A/C, No, Ext): (412) 261-1842 FAX (A/C, No): (412) 261-4149				261-4149
	Ft. Duquesne Blvd. sburgh, PA 15222				E-MAIL ADDRESS: mailroom@hendersonbrothers.com					
	-							RDING COVERAGE		NAIC #
					INSURE	R A : Federal	Insurance	Company		20281
INSURED									29459	
	Questica Ltd.					INSURER C:				
	2130 Main St Suite 245	INSURER D:								
	Huntington Beach, CA 92648					INSURER E :				
					INSURE	RF:				
СО	VERAGES CEF	RTIFI	CATE	NUMBER:				REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICI DICATED. NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH	REQU PER	IREMI TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFOR	N OF A DED BY	NY CONTRAC	CT OR OTHER IES DESCRIB	R DOCUMENT WITH RESPE ED HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY		1112			<u> </u>	<u> </u>	EACH OCCURRENCE	\$	2,000,000
	CLAIMS-MADE X OCCUR			99500869		6/15/2020	6/15/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							EBL AGGREGATE	\$	1,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	-						AGGREGATE	\$	
В	DED RETENTION \$							V PER OTH	\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			40WECAD5BTG		6/15/2020	6/15/2021	X PER STATUTE OTH-		1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		40WECAD3B1G		0/13/2020	0/13/2021	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DES City	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Of Spokane is listed as an Additional li	ELES (A	ACORE d for	D 101, Additional Remarks Schedu General Liability as requir	ile, may b ed by w	e attached if mor rritten contra	e space is requir ct.	red)		
CF	RTIFICATE HOLDER				CANC	ELLATION				
OL:	THIOATE HOLDER				CANC	LLLA HON				
	City of Spokane WA. 808 W. Spokane Falls Blvd. Spokane, WA 99201				THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE C. IEREOF, NOTICE WILL CY PROVISIONS.		_
		Robert J Hazert								

OF		TOATE OF	LADILITY	INCLIDA		ISSUE DATE YYY	Y/MM/DD
BROKER		FICATE OF L	<u>-IABILITY I</u>	This certificate upon the certi	te is issued as ificate holder	2021/03/ s a matter of information only and and imposes no liability on the in	/18 I confers no rights nsurer. This
		K Insurance Inc. King Street, West		certificate doe policies below		, extend or alter the coverage affo	orded by the
PROLINK TO	oronto, anada	ON M5H 1J9		Company A	Chubb Ins	urance Co. of Canada	
Canada's Insurance Connection	IONE: 4	416-595-7484 FAX: 4	416-595-1649	Company B			
INSURED'S FULL NAME AND M	ΔΙΙ ΙΝΟ	- ADDRESS		Company			
QUESTICA LTD. 245-2130 Main Street	Pillen . c	Abbited		Company	+		
Huntington Beach, CA 92648				D			
				Company E			
			COVERAG				_
This is to certify that the policies of insura or conditions of any contract or other doc	cument w	vith respect to which this o	ed to the insured named certificate may be issue	above for the policed or may pertain.	cy period indica The insurance	ated notwithstanding any requireme afforded by the policies described h	nts, terms ierein is
subject to all terms, exclusions and cond			•			/E BEEN REDUCED BY PAID	
TYPE OF INSURANCE	CO	POLICY NUMBER	EFFECTIVE DAT		DATE	LIMITS OF LIAE	
COMMERCIAL GENERAL LIABILITY	LTR A	36027762	YYYY/MM/DD 2020/06/15		/MM/DD 1/06/15	(Canadian dollars unless in EACH OCCURRENCE	\$
CLAIMS MADE	A		2020/00/10	2021	1/00/10	GENERAL AGGREGATE	\$
OCCURRENCE						PRODUCTS - COMP/OP	\$
PRODUCTS AND/OR						AGGREGATE PERSONAL INJURY	\$
COMPLETED OPERATIONS						EMPLOYER'S LIABILITY	\$
☐ PERSONAL INJURY ☐ EMPLOYER'S LIABILITY						TENANT'S LEGAL LIABILITY	\$
TENANT'S LEGAL LIABILITY						NON-OWNED AUTOMOBILE	\$ 2,000,000
						HIRED AUTOMOBILE	\$ 50,000
X HIRED AUTOMOBILE							
AUTOMOBILE LIABILITY	†		†			BODILY INJURY	T.
DESCRIBED AUTOMOBILES						PROPERTY DAMAGE	\$
ALL OWNED AUTOMOBILES						BODILY INJURY	
LEASED AUTOMOBILES **						(Per person)	\$
GARAGE LIABILITY						BODILY INJURY (Per accident)	\$
** ALL AUTOMOBILES LEASED IN EXCESS OF						(Per accident) PROPERTY DAMAGE	
30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE							\$
EXCESS LIABILITY						EACH OCCURRENCE	\$
UMBRELLA FORM						ACCRECATE	*
OTHER THAN UMBRELLA FORM						AGGREGATE	\$
OTHER (SPECIFY)							\$
							\$
							\$ \$
1							\$
DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured) City of Spokane WA is added as Additional Insured with respect to the Commercial General Liability but only with respect to the Operations of the Named Insured.							
CERTIFICATE HOLDER			c	CANCELLATION	N		
				ereof, the issuing colder named to the boility of any kind up	company will e left, but failure pon the compa	d policies be cancelled before the endeavor to mail 30 days written not be to mail such notice shall impose any, its agents or representatives.	otice to the certificate
			A	AUTHORIZED R	EPRESENT	ATIVE	
City of Spokane WA					5	Michael	
808 W. Spokane Falls Blvd.						McCabe, FCIP	
Spokane, WA 99201				Per:	С	Chairman	
			P:	age 1 of 1			

SPOKANE Agenda Sheet	Date Rec'd	3/17/2021		
03/22/2021		Clerk's File #	OPR 2021-0053	
		Renews #		
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	OPR 2021-0052	
	MANAGEMENT		RES 2021-0016	
Contact Name/Phone	KATHERINE MILLER 625-6338	Project #	2019113	
Contact E-Mail	KEMILLER@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Contract Item	Requisition #		
Agenda Item Name	4250 - AMENDMENT TO INTERLOCAL AGREEMENT (ILA) UNIVERSITY DISTRICT			
	SPRAGUE			

Agenda Wording

Amendment No. 1 to the Interlocal Agreement is entered into consistent with the adoption of Resolution 2021-0016 entitled "Sprague Phase 2 and Riverside Avenue Streets Projects Limited Tax General Obligation Bond, Series 2021(Taxable)."

Summary (Background)

The City entered into an interlocal agreement (ILA) on February 1, 2021 regarding funding for the Sprague Phase 2B road project. After the ILA was approved, the CEO of the University District requested a revision to the use of the bond funds created through the SIP loan to also improve Riverside Avenue between Grant Street and the University District Plaza.

Lease? NO Gi	rant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Select \$		#		
Select \$		#		
Select \$		#		
Select \$		#		
<u>Approvals</u>		Council Notifications		
Dept Head	MILLER, KATHERINE E	Study Session\Other	PIES 3/22/21	
<u>Division Director</u>	FEIST, MARLENE	Council Sponsor	Beggs	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List		
<u>Legal</u>	ODLE, MARI	lgilberts@spokaneudistrict	.org	
For the Mayor	ORMSBY, MICHAEL	kemiller@spokancecity.org		
Additional Approvals	<u>s</u>	publicworksaccounting@spokanecity.org		
<u>Purchasing</u>		mpiccolo@spokanecity.org		
		dbuller@spokanecity.org		
		eraea@spokanecity.org		
		icmaccounting@spokaneci	ty.org	

Briefing Paper

Division & Department:	Public Works Division / Integrated Capital Management				
Subject:	Amendment 1 to the ILA: Funding for Sprague and Riverside Avenue				
Date:	3/22/21				
Author (email & phone):	Katherine Miller, kemiller@spokanecity.org				
City Council Sponsor:	CP Beggs				
Executive Sponsor:	Scott Simmons				
Committee(s) Impacted:	PIES				
Type of Agenda item:	Consent Discussion Strategic Initiative				
Alignment:					
Strategic Initiative:	Improving Streets				
Deadline:	March 29, 2021				
Outcome:	Approve the Interlocal Agreement as amended				
the Sprague Phase 2B road District requested a revision improve Riverside Avenue but The improvements to Rivers and stormwater associated This Amendment No. 1 to the of Resolution 2021-0016 er Limited Tax General Obligation	erlocal agreement (ILA) on February 1, 2021 regarding funding for of project. After the ILA was approved, the CEO of the University to the use of the bond funds created through the SIP loan to also between Grant Street and the University District Plaza. Side Avenue will include the placement of curbs, sidewalks, paving with the roadway improvements. The Interlocal Agreement is entered into consistent with the adoption of titled "Sprague Phase 2 and Riverside Avenue Streets Projects tion Bond, Series 2021(Taxable)."				
 Amendment 1 to the Interlocal Agreement regarding funding for Sprague Phase 2B is being expanded to also include improvements to Riverside Avenue from Grant Street to the University District Plaza. The Riverside project is 100% funded with UDPDA identified funds If approved, construction could begin as early as 2021. Planned to be completed by 2022. Budget Impact: Approved in current year budget? Yes No Annual/Reoccurring expenditure? Yes No If new, specify funding source: Other budget impacts: Match requirement; match will be programmed through the arterial streets fund and included in future 6-year Street Program updates. Operations Impact: 					
Consistent with current operat Requires change in current ope Specify changes required: Known challenges/barriers:					



City of Spokane

AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT

Title: Funding for Sprague Phase 2B and Riverside Avenue Streets Projects

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT is entered into between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," and the University District Public Development Authority, a public corporation created pursuant to RCW 35.21.730 - 35.21.759 by the City of Spokane and Spokane County, having offices for the transaction of business at 120 North Pine Street, Suite 292, Spokane, Washington 99202, hereinafter referred to as "UDPDA," jointly hereinafter referred to as the "PARTIES."

WHEREAS, the parties entered into an interlocal agreement on February 1, 2021 regarding funding for the Sprague Phase 2B road project; and

WHEREAS, a change or revision to the use of the bond funds created through the SIP loan has been requested, thus, the original Interlocal Agreement needs to be formally Amended by this written document; and

WHEREAS, this Amendment No. 1 to the Interlocal Agreement is entered into consistent with the adoption of Resolution 2021-0016 entitled "Sprague Phase 2 and Riverside Avenue Streets Projects Limited Tax General Obligation Bond, Series 2021(Taxable)."

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Interlocal Agreement, approved by the City Council on February 1, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on April 1, 2021.

3. AMENDMENT TO THE INTERLOCAL AGREEMENT.

The Interlocal Agreement shall be amended as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the process whereby the City will be reimbursed by UDPDA for the costs of the Sprague Phase 2 and Riverside Avenue Street Projects ((road project)) (the "Projects"). The Projects shall include 1) the acquisition, construction and installation of a full depth reconstruction of Sprague Avenue roadway between Scott Street and Division Street, consisting of: (a) extension of the three-lane section from Sherman to Pine Street; (b) retaining of parking on both side of the roadway, except for the area between Brown and Division Streets; (c) installation of stormwater drainage systems; (d) repairing and/or placing new sidewalks and curbs; (e) acquisition and installation of lighting and related conduit and appurtenances; and 2) improving the existing gravel street of Riverside Avenue from Grant Street to the Sherman Street extension/University District Bridge Plaza with (a) paving, curbs, sidewalks; and (b) installation of stormwater drainage systems; and (c) acquisition and installation of lighting and related conduit and appurtenance ((included a full depth reconstruction of the roadway between Scott Street and Division Street)). The Sprague Phase 2 portion of the Projects was broken into two phases, A & B. Upon completion of the Projects, the City will apply revenue generated and allocated to the UDPDA by the implementation of the local sales and use tax increment and local property tax allocation revenue within the UDRA Ordinance Nos. C-34470. C35880 and C-39540 to UDPDA's share of the Project costs, up to a maximum contribution of \$4,000,000. It is expected that all UDRA revenue allocated to the UDPDA will be utilized for repayment of the City's costs in constructing the Projects, however in the event that there are remaining UDPDA funds after Phase 2B is complete, Phase 2A costs will be reimbursed with UDPDA funds to meet the intended 50/50 split. Remaining funding availability will be used for the Riverside Avenue Street portion of the Projects.

IN WITNESS WHEREOF, the PARTIES have caused this Amendment No. 1 to be executed on the date and year opposite their respective signature blocks.

City Clerk	Assistant City Attorney	
Attest:	Approved as to form:	
	Title:	
	By:	-
DATED:	CITY OF SPOKANE	

DATED:	UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY
	Ву:
	Title:
	riuc.

XX-XXX

SPOKANE Agenda Sheet	Date Rec'd	3/12/2021	
03/22/2021		Clerk's File #	ORD C36028
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	MICHELLE HUGHES X6320	Project #	
Contact E-Mail	MHUGHES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5600-SBO LOAN PROCEEDS AND DEBT	PARKING METER REF	PLACEMENT

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 Gr	ant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Revenue \$ 1,200,000		# 5901-79221-99999-3827	71	
Revenue \$ 123,376		# 5901-79221-39755-9999	99	
Expense \$ 1,200,000		# 5901-79221-94000-5640)1	
Expense \$ 115,544		# 5901-99999-81200-5790	00	
Approvals		Council Notification	S	
Dept Head	HUGHES, MICHELLE	Study Session\Other	F&A Committee 2-22- 2021	
<u>Division Director</u>	WALLACE, TONYA	Council Sponsor	CM Wilkerson	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List		
Legal	PICCOLO, MIKE	twallace@spokanecity.org; mhughes@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	aduffey@spokanecity.org; ablain@spokanecity.o		
Additional Approvals	<u>3</u>			
<u>Purchasing</u>				
MANAGEMENT & BUDGET	INGIOSI, PAUL			

Briefing Paper FINANCE AND ADMINISTRATION

ORDINANCE NO. C36028

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 99999-38271 5901-79221 39755-99999	Asset Management Fund Other Long Term Debt Proceeds Asset Management Fund Transfer in from Parking Meters	\$1,200,000 \$123,376
			<u>\$1,323,375</u>
TO:	5901-79221 94000-56401 5901-99999 81200-57900 5901-99999 92000-58200	Asset Management Fund Machinery/Equipment Asset Management Fund Other Debt Asset Management Fund Interest on IF Debt	\$1,200,000 \$115,544 \$ 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 99999	Parking Meter Fund Unappropriated Reserves	<u>\$ 123,376</u>
TO:	1460-79221 97185-80102	Parking Meter Fund Transfer to Asset Management Fund	\$ 123,37 <u>6</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	

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/18/2021
03/29/2021	Clerk's File #	ORD C36029	
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI 625-6061	Project #	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0410 - SBO FOR POLICE GUILD CONTRACT		

Agenda Wording

Ordinance amending Ordinance No. C35971 passed by City Council on December 14, 2020 to make changes in the appropriations of the General Fund.

Summary (Background)

The labor agreement between the City of Spokane and the Spokane Police Guild expired on December 31, 2016. The City and the Guild have reached an agreement for the time period of January 1, 2017 through December 31, 2021. The SBO provides funding for employee costs retroactive to the start date of the agreement in the total amount of \$9,875,000.

Lease? NO	Grant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Revenue \$ 9,875,000		# 0100-99999-99999 Una	ppropriated Reserves	
Expense \$ 9,875,000		# 0680-XXXXX-XXXXX Police	ce	
Select \$		#		
Select \$		#		
Approvals		Council Notification	<u>s</u>	
Dept Head	INGIOSI, PAUL	Study Session\Other	Finance and	
			Administration	
			Committee - 3/15/21	
Division Director	STOPHER, SALLY	Council Sponsor	CM Wilkerson	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List		
<u>Legal</u>	PICCOLO, MIKE	twallace@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	ablain@spokanecity.org		
Additional Approvals		kschmitt@spokanecity.org		
<u>Purchasing</u>				
MANAGEMENT &	INGIOSI, PAUL			
BUDGET				

Briefing Paper

Finance and Administration

Division & Department: Finance				
Subject:	Police Guild Contract – SBO			
Date:	March 15, 2021			
Contact (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org; 625-6061)			
City Council Sponsor:	CM Wilkerson			
Executive Sponsor:	Tonya Wallace			
Committee(s) Impacted:	Public Safety Committee			
Type of Agenda item:	☐ Consent			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget			
Strategic Initiative:	N/A			
Deadline:				
Outcome: (deliverables, delivery duties, milestones to meet)	SBO for Costs Related to Police Guild Contract			
·	r agreement between the City of Spokane and the Spokane Police 16. The City and the Guild have reached an agreement for the time ugh December 31, 2021.			
 Executive Summary: The labor agreement between the City and the Guild expired December 31, 2016. The City and Guild have reached an agreement for the time period covering January 1, 2017 through December 31, 2021. The agreement includes annual salary increases of 2.25%, 3%, 3%, 3%, and 2.5% over the life of the contract. The SBO covers employee costs retroactive to the start date of the agreement in the total amount of \$9,875,000. 				
Budget Impact: Approved in current year budget? Yes No N/A Annual/Reoccurring expenditure? Yes No N/A If new, specify funding source: General Fund unappropriated reserves. Other budget impacts: (revenue generating, match requirements, etc.) n/a Operations Impact: Consistent with current operations/policy? Requires change in current operations/policy? Specify changes required: Known challenges/barriers:				

ORDINANCE NO C36029

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 General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

99999 Unappropriated Reserves \$\frac{\$9,875,000}{\$}\$ TO: 0680-xxxxx General Fund	FROM:	0100-99999	General Fund	
xxxxxx-09010 Police Officer \$ 1,552,000 xxxxx-09020 Sr. Police Officer 2,368,000 xxxxx-09040 Police Officer 1st Class 145,000 xxxxx-09050 Detective 1,244,000 xxxxx-09110 Police Corporal 408,000 xxxxx-09150 Police Sergeant 1,162,000 xxxxx-51215 Overtime-Uniform 923,000		99999	Unappropriated Reserves	<u>\$ 9,875,000</u>
xxxxxx-09010 Police Officer \$ 1,552,000 xxxxx-09020 Sr. Police Officer 2,368,000 xxxxx-09040 Police Officer 1st Class 145,000 xxxxx-09050 Detective 1,244,000 xxxxx-09110 Police Corporal 408,000 xxxxx-09150 Police Sergeant 1,162,000 xxxxx-51215 Overtime-Uniform 923,000	TO:	0680 vvvv	General Fund	
xxxxxx-09020 Sr. Police Officer 2,368,000 xxxxx-09040 Police Officer 1st Class 145,000 xxxxx-09050 Detective 1,244,000 xxxxx-09110 Police Corporal 408,000 xxxxx-09150 Police Sergeant 1,162,000 xxxxx-51215 Overtime-Uniform 923,000	10.			¢ 1.552.000
xxxxx-09040 Police Officer 1st Class 145,000 xxxxx-09050 Detective 1,244,000 xxxxx-09110 Police Corporal 408,000 xxxxx-09150 Police Sergeant 1,162,000 xxxxx-51215 Overtime-Uniform 923,000				
xxxxx-09050 Detective 1,244,000 xxxxx-09110 Police Corporal 408,000 xxxxx-09150 Police Sergeant 1,162,000 xxxxx-51215 Overtime-Uniform 923,000				
xxxxx-09110 Police Corporal 408,000 xxxxx-09150 Police Sergeant 1,162,000 xxxxx-51215 Overtime-Uniform 923,000				•
xxxxx-09150 Police Sergeant 1,162,000 xxxxx-51215 Overtime-Uniform 923,000				
xxxxx-51215 Overtime-Uniform 923,000			•	
·			•	
xxxxx-51220 Out of Grade 10.000		xxxxx-51215	Overtime-Uniform	923,000
***************************************		xxxxx-51220	Out of Grade	10,000
xxxxx-51225 Standby Pay 152,000		xxxxx-51225	Standby Pay	152,000
xxxxx-51230 Shift Differential Premium 54,000		xxxxx-51230	Shift Differential Premium	54,000
xxxxx-51235 Holiday Pay Extra 190,000		xxxxx-51235	Holiday Pay Extra	190,000
xxxxx-51240 Extra Duty 55,000		xxxxx-51240	Extra Duty	55,000
xxxxx-51250 Terminated Sick Leave Pay 74,000		xxxxx-51250	Terminated Sick Leave Pay	74,000
xxxxx-51260 Terminated Vacation Leave Pay 69,000		xxxxx-51260	Terminated Vacation Leave Pay	69,000
xxxxx-51275 Annual Leave Payout 151,000		xxxxx-51275	Annual Leave Payout	151,000
xxxxx-51295 Education Pay 81,000		xxxxx-51295		81,000
xxxxx-51400 Specialty Pay 94,000		xxxxx-51400	•	
xxxxx-51640 Deferred Compensation-Matching 497,000		xxxxx-51640		
xxxxx-52230 Pension LEOFF II 646,000				
\$ 9,875,000			-	•

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for prior year costs related to the recently approved Police Guild contract, 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 Presid	ent	
Attest:				

City Clerk

Approved as to form:	
Assistant City Attorney	
Mayor	Date
Effective Date	

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/18/2021
03/29/2021	Clerk's File #	ORD C36030	
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	tact Name/Phone PAUL INGIOSI 625-6061		
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	0410 - SBO FOR CITYWIDE FLEET MANAGEMENT SYSTEM SUPPORT		

Agenda Wording

Ordinance amending Ordinance No. C-35971 passed by the City Council on December 14, 2020 to make changes in various funds providing staff support for citywide fleet management applications.

Summary (Background)

There is an identified need for dedicated staff support of the City's fleet management software applications. The City utilizes a citywide fleet management system and a route management system for solid waste collection vehicles. Over the past year, Continuous Improvement staff from the City's Office of Performance Management has been providing support for both systems, bridging the needs of the users and the use of the system.

Lease? N	NO Gi	rant related?	NO	Public Works?	NO	
Fiscal In	<u>npact</u>			Budget Account		
Revenue	\$ 30,000			# 4500-30210-	37141-0769	90 Solid Waste Collection
Expense	\$ 30,000			# 4500-30210-	97180-8010	01 Solid Waste Collection
Revenue	\$ 30,000			# 5100-30210-	48341-0811	10 Fleet Services
Expense	\$ 30,000			# 5100-30210-	97180-8010	01 Fleet Services
Approva	<u>ls</u>			Council Not	tification	<u>s</u>
Dept Head	<u>d</u>	INGIOSI, PA	UL	Study Sessio	n\Other	Finance and
Division Director STOPHER, SALLY		ALLY	Council Spor	<u>isor</u>	CM Wilkerson	
<u>Finance</u>		HUGHES, M	ICHELLE	Distribution	List	
<u>Legal</u>		PICCOLO, M	IKE	twallace@spok	anecity.org	
For the M	ayor	ORMSBY, M	ICHAEL	ablain@spokanecity.org		
Additional Approvals			ywang@spokar	necity.org		
Purchasir	<u>1g</u>					
MANAGE	MENT &	INGIOSI, PA	UL			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact	Budget Account		
Revenue \$ 60,000	# 5300-30210-99999-397XX IT Fund		
Expense \$ 60,000	# 5300-73300-18880-XXXXX IT Fund		
Distribution List			

Briefing Paper Finance and Administration

Division & Department:	ITSD / ITSD		
Subject:	System Support for Citywide Fleet Management Applications - SBO		
Date:	03/15/21		
Author (email & phone):	Paul Ingiosi (pingiosi@spokanecity.org / 625-6061)		
City Council Sponsor:	CM Wilkerson		
Executive Sponsor:	Tonya Wallace		
Committee(s) Impacted:	Finance and Administration		
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget		
Strategic Initiative:	N/A		
Deadline:			
Outcome:	SBO to Add Staff Support for Citywide Fleet Management Applications		
As the City's fleet management applications come online there is an identified need for dedicated staff support of the software applications. The City utilizes both M5, a citywide fleet management system, as well as Rubicon, a recycling management system. Over the past year, Continuous Improvement (CI) staff from the City's Office of Performance Management has been providing support for both systems, bridging the needs of the users and the use of the system. A need has been identified for dedicated staff support of these complex systems as the systems are fully operational and CI staff returns to their regular assignments.			
Executive Summary: Both Fleet Services and Solid Waste Collection would benefit from dedicated staff support of these systems. Salary savings from vacant positions in each department would be transferred to ITSD to fund a Business Systems Analyst II position for the remainder of 2021. A Business Systems Analyst II position would be created in ITSD to support these complex systems. Typical responsibilities of the BSA II include analyzing current business processes and making recommendations for improvement, improving training and operational procedures for use of the system, creating and presenting reports, and overseeing system improvements and upgrades.			
Budget Impact: Approved in current year budget Annual/Reoccurring expenditure If new, specify funding source: Re Other budget impacts: (revenue Operations Impact: Consistent with current operatio	? ⊠Yes □No □N/A eclassify current expenses generating, match requirements, etc.)		
Requires change in current opera Specify changes required: Known challenges/barriers: Know	ations/policy? Yes No N/A		

ORDINANCE NO C36030

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 Solid Waste Collection Fund, and the budget annexed thereto with reference to the Solid Waste Collection Fund, the following changes be made:

FROM:	4500-30210 37141-07690	Solid Waste Collection Fund Public Works Business Services Director	<u>\$30,000</u>
TO:	4500-30210 97180-80101	Solid Waste Collection Fund Operating Transfers-Out – IT	<u>\$30,000</u>

Section 2. That in the budget of the Fleet Services Fund, and the budget annexed thereto with reference to the Fleet Services Fund, the following changes be made:

FROM:	5100-30210 48341-08110	Asst. Director Fleet Services	<u>\$30,000</u>
TO:	5100-30210 97180-80101	Fleet Services Fund Operating Transfers-Out – IT	<u>\$30,000</u>

Section 3. That in the budget of the IT Fund, and the budget annexed thereto with reference to the IT Fund, the following changes be made:

FROM:	5300-30210 99999-39743 99999-39747	IT Fund Operating Transfers-In – SW Mgmt Operating Transfers-In – Fleet Services	\$30,000 \$30,000 \$ 60,000
TO:	5300-73300 18880-01610 18880-52110 18880-52210 18880-52310 18880-52320 18880-52330 18880-52340 18880-52400 18880-54602	IT Fund Business Systems Analyst II (from 0 positions to 1 position) Social Security Retirement Medical Insurance Dental Insurance Life Insurance Disability Insurance Industrial Insurance Retiree's Insurance Benefit	\$ 42,000 \$3,213 \$4,200 \$9,184 \$800 \$386 \$130 \$71 \$16
			\$60,000

Section 4. 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 for staff support

of the City's fleet management and recycling management systems, 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 Preside	nt
Attest:		
City Clerk		
Approved as to form:		
Assist	ant City Attorney	
Mayor		Date
Effective Date		
Effective Date		

SPOKANE Agenda Sheet	for City Counc	il Meeting of:	Date Rec'd	3/18/2021
03/29/2021		Clerk's File #	ORD C36031	
			Renews #	
Submitting Dept	FINANCE, TREASUR	Y & ADMIN	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI	625-6061	Project #	
Contact E-Mail	PINGIOSI@SPOKAN	IECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ord	inance	Requisition #	
Agenda Item Name 0410 - SBO TO MOVE POSITION FROM PUBLIC WORKS TO ENGINEERING			NGINEERING	

Agenda Wording

Ordinance amending Ordinance No. C-35971 passed by City Council on December 14, 2020 to make changes in the appropriations of various funds and move an Administrative Specialist position from the Public Works fund to the General Fund.

Summary (Background)

Over the past year, an Administrative Specialist position in the Public Works division has led the Engineering Services administrative team on a trial basis. The ordinance would move the position to the Engineering Services department permanently.

Lease? NO G	rant related? NO	Public Works? NO		
Fiscal Impact		Budget Account		
Revenue \$ -79,807		# 5200-30210-99999-3491	19 Public Works	
Expense \$ -79,807		# 5200-30210-38141-XXXX	(X Public Works	
Revenue \$ 79,807		# 0370-30210-99999-3493	32 Engineering Services	
Expense \$ 79,807		# 0370-30210-44200-XXXX	(X Engineering Services	
Approvals		Council Notification	<u>s</u>	
Dept Head	INGIOSI, PAUL	Study Session\Other	Finance and	
			Administration	
			Committee - 3/15/21	
Division Director	STOPHER, SALLY	Council Sponsor	CM Wilkerson	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List		
<u>Legal</u>	PICCOLO, MIKE	twallace@spokanecity.org		
For the Mayor	ORMSBY, MICHAEL	mfeist@spokanecity.org		
Additional Approvals	<u>8</u>	ktwohig@spokanecity.org		
<u>Purchasing</u>		ablain@spokanecity.org		
MANAGEMENT &	INGIOSI, PAUL	korlob@spokanecity.org		
BUDGET				

Briefing Paper Finance and Administration Committee

Division & Department:	t: Public Works, Engineering		
Subject:	SBO to move position from Division to Department budget		
Date:	March 15, 2021		
Contact (email & phone):	Kyle Twohig (ktwohig@spokanecity.org 625-6152)		
City Council Sponsor:	CM Wilkerson		
Executive Sponsor:	Scott Simmons		
Committee(s) Impacted:	Finance and Administration		
Type of Agenda item:	☐ Consent ☐ Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget		
Strategic Initiative:	Innovative Infrastructure		
Deadline:			
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO		
Background/History:			
The public works division	budget has had an Administrative Specialist position for many years		
'	lly supported the division director		
	this position to lead the Engineering admin team was explored on a trial		
basis over the past year			
 Incumbent has performed permanent 	wonderfully in this revised role and this move would make the trial		
Executive Summary:			
	e the administrative specialist position from the Public Works division		
	g Services departmental budget		
_	eld by Barbara Patrick, who has been leading the Engineering admin		
team on a trial basis for mu	uch of the past year		
• The trial period has resulted in excellent results for both the department and division			
• Better aligning this position with current role and duties provides clarity and future opportunities			
Budget Impact:			
Approved in current year budget? Yes NO N/A			
Annual/Reoccurring expenditure?			
If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:	e generating, mater requirements, etc.)		
Consistent with current operations/policy? \boxtimes Yes \square No \square N/A			
Requires change in current ope			
Specify changes required:			
Known challenges/barriers:			

ORDINANCE NO C36031

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 Public Works & Utilities Fund and 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 Public Works & Utilities Fund, and the budget annexed thereto with reference to the Public Works & Utilities Fund, the following changes be made:

FROM:	5200-30210	Public Works & Utilities	
	38141-00250	Administrative Specialist	\$ 57,311
	38141-52110	Social Security	\$4,385
	38141-52210	Retirement	\$5,588
	38141-52310	Medical	\$10,725
	38141-52320	Dental	\$1,216
	38141-52330	Life	\$309
	38141-52340	LTD	\$171
	38141-52400	Industrial Insurance	\$102
			<u>\$ 79,807</u>
TO:	5200-30210	Public Works & Utilities	4 7 0 007
	99999-34919	IF Other General Govt Services	<u>\$ -79,807</u>

Section 2. 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:	0370-30210 99999-34932	Engineering Services IF Engineering Services	<u>\$ 79,807</u>
TO:	0370-30210 44200-00250 44200-52110 44200-52210 44200-52310 44200-52320 44200-52330 44200-52340 44200-52400	Engineering Services Administrative Specialist Social Security Retirement Medical Dental Life LTD Industrial Insurance	\$ 57,311 \$4,385 \$5,588 \$10,725 \$1,216 \$309 \$171 \$101
			\$ 79.807

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 transfer the administrative specialist position currently in the Public Works & Utilities department to the Engineering department, and because of such need, an urgency and emergency exists for the passage of this

Passed the City Council		
	Council Presider	nt
Attest:		
City Clerk		
Approved as to form:		
Assistant C	City Attorney	
Mayor		Date
Effective Date		

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/18/2021
03/29/2021		Clerk's File #	ORD C36032
		Renews #	
Submitting Dept	FINANCE, TREASURY & ADMIN	Cross Ref #	
Contact Name/Phone	PAUL INGIOSI 625-6061	Project #	
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	BURSEMENT		

Agenda Wording

Ordinance amending Ordinance No. C-35971 passed by the City Council on December 14, 2020 to make changes in the appropriations of the Channel Five Fund.

Summary (Background)

As part of the Comcast Cable Franchise, School District #81 has been given an educational access channel to disseminate public information regarding school district activities. The school district receives funds from the public, educational, and governmental (PEG) fees to purchase capital equipment to produce video programming.

Lease? NO	Grant related? NO	Public Works? NO	
Fiscal Impact		Budget Account	
Revenue \$ 6,400		# 1940-99999-99999 Una	ppropriated Reserves
Expense \$ 6,400		# 1940-37330-18900-542	01 Channel Five
Select \$		#	
Select \$		#	
Approvals		Council Notification	<u>is</u>
Dept Head	INGIOSI, PAUL	Study Session\Other	Finance and
			Administration
			Committee - 3/15/21
Division Director	STOPHER, SALLY	Council Sponsor	CP Beggs
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	jdelay@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	bcoddington@spokanecity.org	
Additional Approv	<u>als</u>	ywang@spokanecity.org	
Purchasing		twallace@spokanecity.org	
MANAGEMENT &	INGIOSI, PAUL	ablain@spokanecity.org	
BUDGET			

Briefing Paper Finance and Administration

Division & Department:	Communications (PEG)			
Subject:	School District #81 PEG Reimbursement - SBO			
Date:	03/15/21			
Author (email & phone):	John Delay idelay@spokanecity.org 3xt. 6355			
City Council Sponsor:	Breean Beggs			
Executive Sponsor:	Brian Coddington			
Committee(s) Impacted:	Finance and Administration			
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative			
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)				
Strategic Initiative:	N/A			
Deadline:				
Outcome:	SBO to Increase Funds for PEG Capital Reimbursement			
Background/History: As part of the Comcast Cable Franchise, School District #81 has been given an educational access channel to disseminate public information regarding school district activities. The school district receives funds from the Cable PEG fees to purchases capital equipment to produce video programming.				
Executive Summary: This SBO transfer is needed to cover the unbudgeted request for 2021 capital expenditures for Spokane School District #81 \$6400				
Budget Impact: Approved in current year budget? □Yes ☒No □N/A Annual/Reoccurring expenditure? □Yes ☒No □N/A If new, specify funding source: Reclassify current expenses Other budget impacts: (revenue generating, match requirements, etc.)				
Operations Impact: Consistent with current operations/policy?				

ORDINANCE NO. C36032

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 Channel Five 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 Channel Five Fund, and the budget annexed thereto with reference to the Channel Five Fund, the following changes be made:

FROM:	1940 -99999 99999 -	Channel Five Fund Unappropriated Reserves	<u>\$ 6,400</u>
TO:	1940-37330 18900-54201	Channel Five Fund Contractual Services	\$ 6,400

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to reimburse School District #81 for capital equipment purchases, 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	t City Attorney	
Mayor		Date
Effective Date		

Request for 2020/21 PEG Funds – Spokane Public Schools

Spokane Public Schools has two video/photo shooters – myself, and Ally Barrera. Currently, we're juggling one C-100 video camera between us. Working from home during Covid has complicated the handoff, as Ally lives in the Spokane Valley, and I'm in North Spokane. While we're doing our best to make it work, a second C-100 would alleviate a great deal of stress and allow us to produce more video.

We currently have three lenses to use with the C-100 and our Canon 80D primary stills camera. Purchasing additional lenses will give us much greater capability and flexibility while shooting both video and photos.

I've chosen the EF 17-55, as it's a fast lens that works well in low light (we often shoot in classrooms and gymnasiums with less-than-optimal lighting). I chose the EF 70-22 because we're occasionally called upon to shoot sporting events and other fast-paced activities. Having this long zoom would add a lot of capacity to our toolkit.

The extra battery, memory cards, and bag are all necessary accessories for the second video camera kit.

I've itemized everything below, according to current pricing.

Thank you for your consideration.

-Ryan Lancaster

Director of Media and Marketing

Spokane Public Schools

509-354-7348

Ryanla@spokaneschools.org

Itemized list

- 1. Canon EOS C100 Mark II camera with 24-105mm lens kit
 - a. Price: \$3,399 (B&H Photo)
- 2. Canon EF-S 17-55mm f/2.8 IS USM Lens
 - a. Price estimate \$719 (B&H Photo)
- 3. Canon EF 70-200 USM Lens
 - a. Price estimate: \$1,099 (B&H Photo)
- 4. Camera bag
 - a. Price estimate: \$325.99 (Amazon)

5. Extra battery

a. Price estimate: \$199 (B&H Photo)

6. SanDisk memory cards (3)

a. Price estimate: \$100.47 (B&H Photo)

Total estimated tax: \$29.01 (Amazon) + 490.97 (B&H) = \$519.98

Total estimated cost (with tax): \$6,362.44

SPOKANE Agenda Sheet	Date Rec'd	3/12/2021				
03/22/2021		Clerk's File #	RES 2021-0021			
		Renews #				
Submitting Dept	ACCOUNTING	Cross Ref #				
Contact Name/Phone	MICHELLE HUGHES X6320	Project #				
Contact E-Mail	MHUGHES@SPOKANECITY.ORG	Bid #				
Agenda Item Type	Resolutions	Requisition #				
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 Gr	rant related? NO	Public Works? NO							
Fiscal I	mpact		Budget Account							
Expense	\$ 3,600,000		# 99999							
Select	\$		#							
Select	\$		#							
Select	\$		#							
Approv	als_		Council Notification	<u>s</u>						
Dept Hea	<u>ad</u>	HUGHES, MICHELLE	Study Session\Other	F&A Committee 2-22-						
				2021						
Division	<u>Director</u>	WALLACE, TONYA	Council Sponsor	CM Wilkerson						
<u>Finance</u>		HUGHES, MICHELLE	Distribution List							
<u>Legal</u>		PICCOLO, MIKE	twallace@spokanecity.org;							
			mhughes@spokanecity.org	5						
For the I	<u> Mayor</u>	ORMSBY, MICHAEL	ablain@spokanecity.org; aduffey@spokanecity.org							
<u>Additio</u>	nal Approvals	<u> </u>								
<u>Purchas</u>	<u>ing</u>									

Briefing Paper FINANCE AND ADMINISTRATION

Division & Department:	City Council						
Subject:	Resolution for SIP Loan to fund Parking Meter Replacement						
Date:	2/4/2021						
Contact (email & phone):	Michelle Hughes						
City Council Sponsor:	CM Wilkerson						
Executive Sponsor:	Tonya Wallace						
Committee(s) Impacted:	Finance and Administration						
Type of Agenda item:	Consent Discussion Strategic Initiative						
Alignment:	Strategic Investments						
Strategic Initiative:	Economic Development						
Deadline:							
Outcome: (deliverables, delivery duties, milestones to meet)	Resolution to approve a 3 year SIP Program to replace parking meters throughout the City.						
new Paid Parking Equipment.	Development Department has roughly 5,000 on-street spaces that need						
, , , , , , , , , , , , , , , , , , , ,							
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:							

CITY OF SPOKANE, WASHINGTON

PARKING METER REPLACEMENT PROJECT LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2021 (TAXABLE)

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-____

TABLE OF CONTENTS*

		<u>Page</u>
Section 1.	Definitions	2
Section 2.	Plan of Capital Acquisitions	4
Section 3.	Authorization and Description of Bond	4
Section 4.	Sale of Bond	5
Section 5.	Application of Bond Proceeds	6
Section 6.	Pledge of Funds and Credit	6
Section 7.	Registration and Payments	6
Section 8.	Execution and Authentication of Bond	7
Section 9.	Form of Bond	8
Section 10.	Ongoing Disclosure	10
Section 11.	Prior Acts	10
Section 12.	Severability	10
Section 13.	Effective Date	10

^{*} 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:

<u>Section 1</u>. <u>Definitions</u>. 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.

signed with the facsimile or manual signature manual signature of the City Clerk, and the con	Spokane, Washington, has caused this bond to be e of the Mayor, to be attested by the facsimile or propagate seal of the City to be reproduced hereon, as
of the, 20	
	CITY OF SPOKANE, WASHINGTON
	By/s/
ATTEST:	Ž
/s/	
City Clerk	
(SEAL)	
CERTIFICATE OF	FAUTHENTICATION
Date of Authentication:	<u> </u>
	acement Project Limited Tax General Obligation ated, 20 described in the within-
	TREASURER of the City of Spokane, as Bond Registrar
	By <u>/s/</u>

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
ATTEST:	Breean Beggs, Council President
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

<u>Request:</u> 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. 25th, 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.

Downtown Parking	Actual	Estimate				Projec	tion	s		
	2019	2020		2021	2022	2023		2024	2025	2026
Funding Sources:										
Operating Revenue	\$ 3,948,389	\$ 2,449,61	8 \$	3,195,181	\$ 4,066,841	\$ 4,148,178	\$	4,189,660	\$ 4,231,556	\$ 4,273,872
GF Transfer	\$ 1,250,000	\$ 1,250,00	0 \$	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										
Total Sources	\$ 5,198,389	\$ 3,699,61	8 \$	5,645,181	\$ 6,516,841	\$ 6,598,178	\$	5,439,660	\$ 8,081,556	\$ 5,523,872
Funding Use:										
Parking Operations	\$ 2,222,302	\$ 2,163,47	8 \$	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	\$ 286,39	8 \$	526,209	\$ 531,196	\$ 547,132	\$	563,546	\$ 580,452	\$ 597,866
Annual Debt Service	\$ 1,980,934	\$ 1,564,90	6 \$	2,121,808	\$ 2,314,317	\$ 2,638,505	\$	2,889,889	\$ 5,686,997	\$ 1,300,375
Total Use	\$ 4,658,312	\$ 4,014,78	2 \$	6,090,544	\$ 6,207,795	\$ 6,607,711	\$	5,737,093	\$ 8,614,539	\$ 4,315,743
Sinking Fund	\$ -	\$ -	\$	-	\$ -	\$ -				
Unappropriated Retained Earnings	\$ 1,339,596	\$ 1,024,43	2 \$	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 expneditures.

Parking Advisory Committee Parking Services Update February 2021

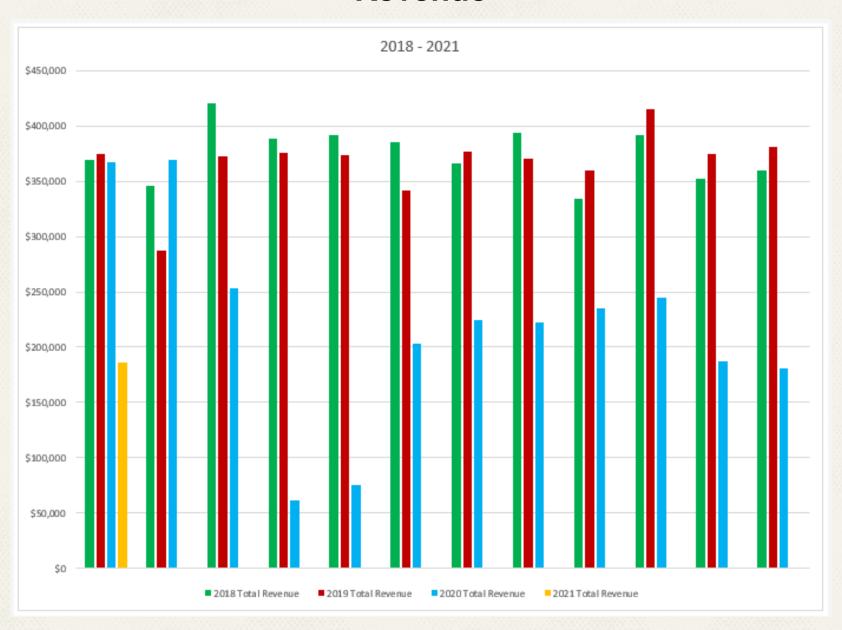
Staffing and Operations

- 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
Total	\$4,495,962.06	\$4,401,070.30	\$2,625,015.53	\$186,199.85	-40.4

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:

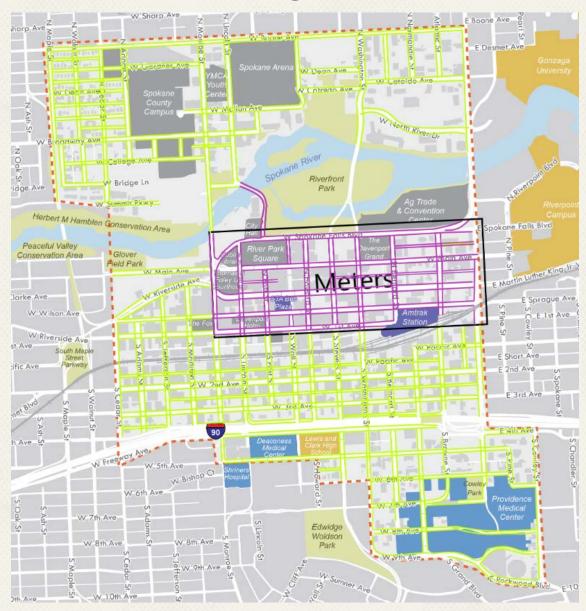
 \$30 paid parking violations/\$45 all other violations
 \$30 paid parking violations/\$65 for safety related violations/\$45 all other violations
 \$30 paid parking violations/\$45 all other violations Graduated escalation for repeat offenders within one calendar year
- We have been working with legal 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

0	App	proval Process:
		Council Study Session – August 2020
		PAC – September 2020
		Urban Experience – December 2020
		Urban Experience – March 2021?
		Council Approval in March 2021
0	Fut	ure 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

Single/Dual Space Meters McKay	Kiosks/Pay Stations Flowbird
 Convenience and ease of use Effective for dense commercial areas Reduced footprint with dual space meters Decals and meter information instead of signage Visual indicators for foot enforcement patrol Reduced collections Increased visibility of enforcement personnel 	 Payment and virtual permit status monitored with LPR Increase in mobile payment Less time and frequency for collections Reduced maintenance Eliminates "piggy-back" on remaining parking time Less infrastructure
Considerations:More infrastructure than pay stationsMinimal reduction in collection timeSpace-based	Considerations:DistanceSignage impactsOut-of-order status impacts

- Recommended Plan for Spokane
 - Single / Dual space meters in immediate highest turnover area in downtown (2 hour zone)
 - Patrolled by foot
 - O Visual indicator for payment and out-of-order
 - Mobile payments pushed to meters
 - High turnover
 - Pay stations in all other paid parking zone areas
 - O Patrolled by LPR
 - Pay-by-plate payments and permits
- O How will the LPR units be used in Spokane?
 - LPR units will patrol <u>ALL</u> 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



- 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 &	P Park	ding City Universities Developments Developments Association		Taxi/ Freig Uber/Lyft Freig	special Events/ Spokane County	Phasii	ng Planni	ng Implem	P entation Re	finement	
Category		Strategy	Key Actions	Lead Partners	Supporting Partners	2019	2020	7021	2022	2023	2024
A. Adopt Downtown Parking Goals	A.1	Adopt formal parking goals and objectives.	Adopt formal parking goals and objectives to serve as a guiding framework for parking management and policy.	₽	血	5		2021	2022	2023	2024
B. Maximize	B.1	Adopt a formal performance-based management program.	Adopt a code ordinance establishing a performance-based parking management program. 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. Establish a monitoring program to asses parking occupancy on a periodic basis to inform rate adjustments. Establish internal and external data sharing protocols, including the development of an annual report shared with City Council and the public.	₽			63	D	5	5	5
	8.2	Adjust on-street regulations to allow for a more flexible user experience.	Expand existing meter district. Adjust firmed stay designations to accommodate longer parking stays in lower demand areas, simplify the system, and better manage high demand areas. Increase citation rates for common offenses to further discourage those behaviors.	P _A	金買⇒	60	D	G	5	5	S
	B.3	Pilot shared parking programs with willing property owners.	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. Create an interactive and open-source parking database and web platform for facilitating shared parking opportunities.	P	企門	60	S	S	5	5	0
	B.4	Evaluate right-of-way changes to mitigate on-street parking impacts, while supporting multimodal improvements.	Coordinate with partner departments and share parking study data to further assess parking impacts from right-of-way changes. Develop formal procedures for right-of-way change assessment in relation to on street parking.	血	m4Q		60	D	5	5	5
	C.1	Adopt a policy framework that encourages flexible, but consistent freight and passenger loading activity.	Evaluate creation of an official flex zone policy which prioritizes various uses of the curb and adjusts allocation accordingly. Evaluate creation of shared loading zones. Continue to monitor impacts of shared mobility services, delivery, and future autonomous vehicles on curb demands.	P			66	D	5	5	
C. Optimize Management Policy and Programs	C.2	Modify permits and programs.	Transition the Commercial Loading Zone and the Special Loading Zone into virtual permit programs. Adopt an Urban Goods Delivery Strategy to improve commercial deliveries and loading. Evaluate modifications to Residential Parking Pass program.	P	企門		60	SP	5	5	
	C.3	Implement modifications to event management policies.	Establish event management zones within downtown (and potentially the University District) that result in pricing and regulations changes. Partner with Spokane Transit Authority for park-and-ride shuttle service during major events.	*	m**Q9		6	S	5	5	

Parking Study Implementation Plan



Downtown Parking Study | FINAL





















Partners &	P Park	ng tilly Develor		Taxi/ Uber/Lyft P Freig	ht Special Events/ Spokane County	Phasir	ng Plannir) So	entation Ref	G linement	
Category		Strategy	Key Actions	Lead Partners	Supporting Partners	2019	2020	Time 2021	eline 2022	2023	2024
	C.4	Pilot a universal valet program.	Evaluate implementation of a pilot program for universal valet to facilitate convenient drop-off/pick-up within the Downtown Core.	P A	575		60	5	5		
	D.1	Adopt formal enforcement and maintenance goals and metrics.	Develop policies and procedures guidelines that define a proactive and reactive maintenance program that defines performance measures. Adopt a parking ambassador program that is focused on customer service, compiliance, and education. Develop parking enforcement standards using performance measures. Consider a monthly review with parking personnel to discuss performance measures. Implement an ongoing enforcement training program.	₽.		60	D	()	()	S	S
D. Enhance	D.2	Improve staff training and communications. Identify long-term parking staffing needs.	Establish a communications plan with parking enforcement personnel that regularly disseminates performance measure information. Invest in on-going training for PEOs and meter maintenance staff. Document legacy operational knowledge and create a Policies and Procedures Manual. Expand parking enforcement staffing schedule to include evenings and weekends consistent with polici parking hours of operation.	血	4	60	B	()		5	S
Administration and Operations	D.3	Enhance technology systems for enforcement.	Replace parking enforcement handheld floket writer equipment. 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. Work with mobile payment provider Passport to address payment loopholes. Consider releasing a comprehensive Request for Proposals for an integrated citation and permit management solution.	₽.	血	60	D	B	S		
	D.4	Enhance revenue collections and reconciliation.	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. Reallocate staffing resources to ensure morning parking enforcement is supported. Increase security policies for coin counting with oversight and consistently reconcile financial revenue reports with Loomis deposit slips within one day of pickup. Develop meter collection routes based upon technology to allow for simplified reconcilitation and tracking processes.	₽	血	6	ES .	S.	5		
E. Make Parking Simple to Find	E.1	Develop and implement a formal downtown parking "brand" and a parking wayfinding program.	Coordinate with Visit Spokane and other downtown partners. Adopt a formal parking brand and style guide for signage, wayfinding, and parking collateral. Install signage at all public facilities and roll out in coordination with other elements of communication program Work with Downtown Spokane Partnership and other key stakeholders to integrate private parking facilities into program.	血	## *	60	B	B	B	B	S
and Use	E.2	Develop an enhanced marketing and communications plan.	 Augment existing parking communications and marketing in downtown. Utilize new brand, signage, and content to conduct a comprehensive public education campaign about downtown parking. Evaluate creation of an interactive and open-source parking inventory website and database. 	P	血	60	D	5	5	5	

Parking Study Implementation Plan



Downtown Parking Study | FINAL







































- 3	е.	4	
		-3	r
	-	_	

	Association Groups Authority			Planning Implementation Refinement Timeline							
Calegory		Strategy	Key Actions	Lead Partners	Supporting Partners	2019	2020	2021	2022	2023	2024
	E.3	Streamline downtown payment systems.	Transition to a single and consistent meter type for on-street parking, ensuring multiple payment options are provided 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. Incentivize use of consistent payment systems and mobile apps within private, off-street facilities.	₽ m	FT *		60	B	()	0	
F. Update City Policy and the Zoning Code	F.1	Revise existing zoning policies and standards.	Revise existing zoning policies and standards to ensure downtown develops and manages parking in support of its long-term vision. Modify the zoning code to expand the use of transportation demand management (TDM) in downtown to reduce parking demand and promote enhanced mobility.	血		60	D				
	F.2	Expand and diversify funding approaches and financial incentives.	Expand and diversify parking funding approaches. Further define net revenue allocation policies and develop a formal annual expenditure planning process to support six-year plan recommendations. Monitor impacts of shared mobility services and automated vehicles on parking demand and revenues.	₽ A M		62	59	8	5	5	5
G. Reduce Parking Demand	G.1	Strengthen the use of TDM in downtown.	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. Explore the creation of a downtown-specific Transportation Management Association (TMA) to bolster TDM programs for all downtown users. Implement priority elements of previously-developed TDM toolkit.	血		6	D	B	()		
	G.2	Support multimodal improvements.	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.	Î	måQ	60	60	8	3	59	5

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?

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/15/2021	
03/29/2021		Clerk's File #	RES 2021-0022	
		Renews #		
Submitting Dept	PLANNING & ECONOMIC	Cross Ref #		
	DEVELOPMENT			
Contact Name/Phone	MAREN MURPHY 625-6737	Project #		
Contact E-Mail	MMURPHY@SPOKANECITY.ORG	Bid #		
Agenda Item Type	Resolutions	Requisition #		
Agenda Item Name	0650 - 5TH AVENUE INITIATIVE COMMUNITY STRATEGY			

Agenda Wording

A resolution recognizing the 5th Ave Community Strategy developed by the 5th Ave Initiative stakeholders & community as a declaration of priorities & actions to revitalize East 5th Ave between Liberty Park & Thor/Freya Streets in the EC Neighborhood.

Summary (Background)

The 5th Avenue Initiative Community Strategy is a neighborhood-led effort to revitalize & reimagine East 5th Ave in the EC neighborhood. It represents the culmination of a multi-year process of community engagement & by residents, businesses, & community leaders in collaboration with the City & agency partners. The community strategy presents an inclusive vision with recommended actions for improvements, programming, & community building for businesses & residents along East 5th Avenue.

Lease? NO	Gra	ant related?	NO	Public Works?	NO			
Fiscal Impac	<u>ct</u>			Budget Acc	<u>ount</u>			
Neutral \$				#				
Select \$				#				
Select \$				#				
Select \$				#				
Approvals				Council Not	ification	<u>s</u>		
Dept Head		MEULER, LOU	JIS	Study Session	n\Other	Urban Experience 3/8/21		
Division Director		BECKER, KRIS		Council Sponsor		CM Betsy Wilkerson		
<u>Finance</u>		ORLOB, KIME	BERLY	Distribution	List			
Legal RICHMAN, JAMES			MES	mmurphy@spokanecity.org				
For the Mayor ORMSBY, MICHAEL			Imeuler@spokanecity.org					
Additional A	pprovals			bwilkerson@spo	okanecity.o	rg		
Purchasing				rev_mitchell@msn.com				
				drshaft5@gmail.com				
				sbishop@spokanecity.org				
					<u> </u>			

Briefing Paper Urban Experience Committee

Division & Department:	ivision & Department: Planning Services					
Subject:	5 th Avenue Initiative - Draft Community Strategy					
Date:	March 8, 2021					
Author (email & phone):	Maren Murphy, mmurphy@spokanecity.org, 625-6737					
City Council Sponsor:	Council Member Wilkerson					
Executive Sponsor:						
Committee(s) Impacted:	d: Urban Experience					
Type of Agenda item:	Consent X Discussion Strategic Initiative					
Alignment:	Strategic Plan – Urban Experience, Safe and Healthy					
Strategic Initiative:	Urban Experience: Grow Targeted Areas Safe and Healthy: Diversity, Safer Community, Beautification, Vulnerable Populations					
Deadline:	March 2021					
Outcome:	The Draft 5 th Avenue Community Strategy presents a community vision and strategy that is inclusive and unified, and provides strategic actions for improvements, programming, and community building along East 5th Avenue in East Central. View the draft community strategy and meeting materials on the project page: https://my.spokanecity.org/projects/5th-avenue-initiative/					
Background/History: Residents, businesses, and community leaders are engaging with the City of Spokane in a neighborhood-led effort to revitalize East 5th Avenue between Liberty Park and Thor/Freya in the East Central neighborhood called the 5 th Avenue Initiative. The Draft Community Strategy builds on previous efforts in 2016 and 2017 with an updated community-driven approach and commitment to ensuring diversity is represented. The City resumed the process in 2019 with a focus on communication and relationship bridging, hiring a community leader to help facilitate the discussion. The 5th Avenue Initiative was paused due to the COVID-19						
Impact: The Draft 5 th Avenue Community Strategy represents the culmination of a multi-year process of community engagement and commitment by residents, businesses, organizations and community leaders in collaboration with City departments and agency partners including STA, Spokane Public Library, and WSDOT. The project convened a stakeholder group through a series of three stakeholder roundtables and two community forums in late 2019 and early 2020 to explore community priorities and identify action items for improvement. Discussions centered on resident and stakeholder leadership, emphasized community services and programs, and focused on building partnerships, collaboration, and community ownership of the initiative. The Plan Commission hosted a workshop on February 10, 2021 and a public hearing on February 24, 2021. This multi-faceted project reflects the diversity of East Central Spokane, and the outcome supports efforts to foster						
Budget Impact: N/A	neighborhood identity and enhance the quality of life for citizens and businesses along the 5th Avenue corridor. Budget Impact: N/A					
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:	Operations Impact:					
Consistent with current opera						
Requires change in current operations/policy? ☐ Yes 🌣 No						
Specify changes required: Known challenges / harriers:						
Known challenges/barriers:						

RESOLUTION NO. 2021-0022

A RESOLUTION RECOGNIZING THE 5^{TH} AVENUE COMMUNITY STRATEGY DEVELOPED BY THE 5^{TH} AVENUE INITIATIVE STAKEHOLDERS AND COMMUNITY AS A DECLARATION OF PRIORITIES AND ACTIONS TO REVITALIZE EAST 5^{TH} AVENUE BETWEEN LIBERTY PARK AND THOR/FREYA STREETS IN THE EAST CENTRAL NEIGHBORHOOD.

WHEREAS, the 5th Avenue Initiative is a neighborhood-driven effort in partnership with the City of Spokane that builds on previous community discussions and efforts to revitalize the East 5th Avenue area from 2016 and 2017; and,

WHEREAS, the East Central neighborhood and East 5th Avenue community are one of the most diverse areas in the City with strong communities of African Americans, Asians, Marshellese, and Hispanic/Latinx; and,

WHEREAS, the 5th Avenue Initiative was identified as a priority focus under former Mayor David Condon's administration for concerted efforts to counter decades of systemic disinvestment rooted in redlining and the impact the I-90 freeway construction caused to the community in the 1950s; and,

WHEREAS, the discussions initially began as a way to address and heal from these challenges that the 5th Avenue community feels has not been adequately addressed socially, economically, or equitably; and,

WHEREAS, the City helped re-engage a stakeholder group of residents, businesses, property owners, community organizations, and agency partners in 2019; and,

WHEREAS, the City secured the services of an independent contractor and community liaison for the purpose of facilitating the process and engaging the community (OPR 2019-0977), and signed a contract on October 28, 2019 with Pastor Rodney McAuley with Spokane Youth for Christ; and,

WHEREAS, the City and facilitator held a series of 3 community meetings and 2 forums to discuss priorities and issues, and identify and explore community actions from November 2019 to February 2020; and

WHEREAS, challenges identified by the neighborhood include a lack of identity and coordination for 5th Avenue; underutilized and underinvested commercial areas; a need for traffic calming, pedestrian and streetscape improvements; a need for preserving affordable housing; addressing the pressures of gentrification and

displacement; and a desire to preserve neighborhood parks and expand amenities; and,

WHEREAS, the 5th Avenue Draft Community Strategy was prepared and shared with stakeholders in February 2020, to reflect the diverse community in the 5th Avenue area, present a community vision that is inclusive and unified, and provide strategic actions for improvements, programming, and community building along 5th Avenue, prior to the project being paused due to the COVID-19 pandemic; and,

WHEREAS, the 5th Avenue Community Strategy documents the desires of the 5th Avenue stakeholders and community for City decision-makers as they consider future funding and implementation measures for City plans and projects; and

WHEREAS, the Plan Commission recommended the Spokane City Council approve the resolution recognizing the plan on February 24, 2021; and

WHEREAS, the 5th Avenue Initiative and Community Strategy carries forward momentum among the community to enhance the quality of life for residents at every life stage and economic condition, hoping that this will result in a strong community and strong economy that uplifts the 5th Avenue community with pride and investment; and,

NOW THEREFORE, BE IT RESOLVED that the 5th Avenue Community Strategy is recognized as a written record of the 5th Avenue Initiative stakeholders' and community's ongoing desire and effort to revitalize 5th Avenue, encourage equitable development, and create a vibrant, healthy, active, safe, and connected community for all neighbors, businesses, and community organizations.

ADOPTED by the City Council thisday of		, 2021.
	City Clerk	
Approved as to form:		
Assistant City Attorney		

CITY OF SPOKANE PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS REGARDING THE 5th AVENUE INITIATIVE COMMUNITY STRATEGY

A recommendation of the City of Spokane Plan Commission to the City Council in the matter of a the 5th Avenue Initiative Community Strategy ("the strategy"), prepared in partnership with the 5th Avenue Initiative community stakeholders, as a declaration of priorities and actions to reimagine and revitalize East 5th Avenue between Liberty Park and Thor/Freya Streets in the East Central Neighborhood.

FINDINGS OF FACT:

- A. The 5th Avenue Initiative is a neighborhood-driven effort in partnership with the City of Spokane that builds on previous community discussions and efforts to revitalize the East 5th Avenue area from 2016 and 2017. The City helped re-engage a stakeholder group of residents, businesses, property owners, community organizations, and agency partners in 2019.
- B. The City secured the services of an independent contractor and community liaison for the purpose of facilitating the process and engaging the community (OPR 2019-0977), and signed a contract on October 28, 2019 with Pastor Rodney McAuley with Spokane Youth for Christ.
- C. The 5th Avenue Initiative was identified as a priority focus under former Mayor David Condon's administration for concerted efforts to counter decades of systemic disinvestment rooted in redlining and the impact the I-90 freeway construction caused to the community in the 1950s.
- D. The City and facilitator held a series of community meetings and forums from November 2019 to February 2020 to discuss priorities and issues, and identify and explore community actions to reimagine and revitalize East 5th Avenue and the surrounding area. Challenges identified by the neighborhood include a lack of identity and coordination for 5th Avenue; underutilized and underinvested commercial areas; a need for traffic calming, pedestrian and streetscape improvements; a need for preserving affordable housing; addressing the pressures of gentrification and displacement; and a desire to preserve neighborhood parks and expand amenities.
- E. The 5th Avenue Draft Community Strategy was prepared and shared with stakeholders in February 2020, to reflect the diverse community in the 5th Avenue area, present a community vision that is inclusive and unified, and provide strategic actions for improvements, programming, and community building along 5th Avenue, prior to the project being paused due to the COVID-19 pandemic.
- F. The 5th Avenue Draft Community Strategy documents the desires of the 5th Avenue stakeholders and community for City decision-makers as they consider future funding and implementation measures for City plans and projects.

G. Comments and feedback identified possible additions in the draft strategy related to the community history, arts and culture, housing and environmental justice. Those changes were incorporated into the final strategy and presented at the Plan Commission hearing on February 24, 2021.

CONCLUSION AND RECOMMENDATION:

In the matter of the 5th Avenue Draft Community Strategy, the Plan Commission recommends by a vote of 6 to 0 the Spokane City Council APPROVE the Resolution recognizing the 5th Avenue Community Strategy as a record of 5th Avenue Initiative stakeholders' and community's ongoing desire and effort to revitalize 5th Avenue, encourage equitable development, and create a vibrant, healthy, active, safe, and connected community for all neighbors, businesses, and community organizations.

Todd Beyreuther (Mar 8, 2021 20:47 PST)

Todd Beyreuther, President Spokane Plan Commission

Mar 8, 2021

Public Comments 5th Avenue Initiative

February 24, 2021

To: City of Spokane Planning Commission

It gives me great joy to comment on the 5th Avenue Initiative in the East Central Neighborhood of Spokane.

Just yesterday, I had the pleasure of meeting up and serving again with the Former Mayor, David Condon, where under his leadership, the concept of the 5th Avenue Initiative originated. When I saw Mayor Condon, I immediately thought about how we started the conversation about revisiting the hard work others did to get the Initiative started. I remember we talked about preserving the historical flavor of the community and engaging stakeholders to partner with the City to build and revitalize our community. Back in 2019, Mayor Condon and I charted that path and invested our time in moving the Initiative toward completion.

Rodney McAuley, a pioneer member of the Spokane African American Community, took the leadership role and Maren Murphy, a member of the City Planning Department, gave staff support to moving the 5th Avenue Initiative along. I give high commendations to them for doing a superb job in engaging the community. Their work involved the convening of at least two stakeholders' meetings, the gathering of impressive and impactful discussions centered around community development, and the crafting of the 5th Avenue Initiative Resolution to be passed on to the Spokane City Council for approval.

The approval of the resolution in my opinion is needed to give the 5th Avenue Initiative legitimacy and Mayoral direction to advance the revitalization work already driven by a community engagement momentum toward completion.

I strongly recommend that this Commission partner with the citizens of East Central to advance the work of the 5th Avenue Initiative stakeholders.

Humbly and Respectfully Submitted,

Rev. Lonnie Mitchell, Sr. A Stakeholder of the 5th Avenue Initiative

5TH AVENUE

COMMUNITY STRATEGY

CITY COUNCIL DRAFT - MARCH 12, 2021



Prepared in partnership with

CITY OF SPOKANE NEIGHBORHOOD AND PLANNING SERVICES 5TH AVENUE INITIATIVE STAKEHOLDERS



ACKNOWLEDGEMENTS

The 5th Avenue Community Strategy was developed through the collaborative efforts of the 5th Avenue neighborhood residents, businesses, community organizations, agency partners, and the City of Spokane.

Project Team

Pastor Rodney McAuley, Spokane Youth for Christ, Community Facilitator Maren Murphy, City of Spokane, Project Coordinator Rev. Lonnie Mitchell, Bethel AME Church, Emmanuel Family Life Center Kiantha Duncan, Community Leader Charlene Kay, Washington Department of Transportation

Participants

Kathryn Alexander, District 1 Neighborhood Councils Jim Andrews, Community Member Eric Blauer, Jacob's Well Church Michael Brown, Fresh Soul, Southeast Reunion Association Olivia Carel, The Lotus Spokane Charina Carothers, Community Member David Condon, Former Mayor Dora Dalrymple, Spokane Public Library Kristin Day, Community Member Freda Gandy, MLK Jr. Outreach Center at East Central Curtis Hampton, The Carl Maxey Center Julia Havens, Washington Dept. of Commerce Jerrall Haynes, Spokane School Board Thomas Herrlinger, Spokane Public Library Kim Hickman, Community Member Chauncey Jones, Community Member Kylee Jones, Community Member Omy Karorero, Impanda

Jav Larson, Community Member Sam Mace, Community Member Randy McGlenn, East Central Neighborhood Council Jennyfer Mesa, Latinos en Spokane Erin Meuer, The Lotus Spokane Debby Ryan, East Central Neighborhood Council Carole Shook, Southeast Day Care Center, Plan Commission Trevor Skelton, Washington Dept. of Transportation Karen Sutula, Southeast Reunion Association George Thomsen, Community Member Chris Venne, East Central Community Organization Teresa Venne, East Spokane Kiwanis Sam Bryen, The Lotus Spokane Adell Whitehead, MLK Jr. Outreach Center at East Central Betsy Wilkerson, District 2 City Council Member Latrice Williams, Community Member Sandra Williams, The Black Lens, The Carl Maxey Center Wilhelmenia Williams, The Carl Maxey Center



City of Spokane

Nadine Woodward, Mayor

City Council

Breean Beggs, City Council President Kate Burke, District 1 Council Member Michael Cathcart, District 1 Council Member Lori Kinnear, District 2 Council Member Betsy Wilkerson, District 2 Council Member Candace Mumm, District 3 Council Member Karen Stratton, District 3 Council Member

Plan Commission

Todd Beyreuther, President Greg Francis, Vice President John Dietzman Carole Shook Sylvia St. Clair Michael Baker Diana Painter Clifford Winger Thomas Sanderson Jo Anne Wright

Background and **Overview**

The 5th Avenue Initiative is a neighborhood-driven effort to revitalize East 5th Avenue between Liberty Park and Thor/Freya in the East Central neighborhood. In partnership with the City of Spokane, this project presents a community vision that is inclusive and unified. It provides strategic actions for improvements, programming, and community building along 5th Avenue. Reflecting the diversity of East Central, the outcome supports efforts to foster neighborhood identity and enhance the quality of life for residents at every life stage and economic condition, and to promote local businesses along the 5th Avenue corridor.



Figure 1. 5th Avenue Initiative Area.

Neighborhood History

East Central is one of the oldest and most diverse neighborhoods in Spokane. Developed in the late 1800s and early 1900s as a strong community of working-class and immigrant families, the neighborhood grew in connection with industrial development (Figure 2). It was the first neighborhood built east of the city's downtown core. However, the financial success that prospered early did not last long.

Beginning in the 1920s, core industries declined after World War I and land values in East Central dropped. The Federal Housing Administration, which was established in 1934, refused to insure mortgages in and near African American, low income, and immigrant neighborhoods — a policy known as "redlining." The federal Home Owners' Loan Corporation (HOLC) created redlined maps to determine the kinds of mortgages it would insure in cities across the country, including in Spokane (Figure 3). ii This worked to segregate



Figure 2. Historic photos of 5th Avenue area. Left - Sheridan Grocery Store on 5th Avenue and Freya (1940). Right - Worker house on Altamont (1924). Source: Spokane Historical.

African American communities, making it difficult or impossible for people in certain areas to access mortgage financing and become homeowners and build equity. The maps identified East Central neighborhood as an area of limited funds and improvements, and by the 1950s it had become one of the poorest neighborhoods in Spokane along with other redlined neighborhoods in West Central and Hillyard. Still, East Central remained home not just to thousands of families from all different backgrounds, but hundreds of businesses which employed many of its residents. The struggles of the previous decades had left a robust, if less well-off, community.

This decline eventually made for cheap land and East Central became a focus for federal highway planners in the 1950s looking to develop the national system of highways. One of three options through Spokane, the interstate was routed through East Central with devastating and traumatic impacts for residents. The development of I-90 split the neighborhood into two sections north and south of the freeway, leveled over a thousand homes, and displaced residents—the majority of whom were African American and immigrant families. Liberty Park was the oldest and most elaborate city park in Spokane at the time, and a source of pride for the community. However, the park was destroyed when the City sold 26 of its 28 acres for the freeway (Figure 4). Due to traffic being redirected onto the freeway, nearly all the long-standing businesses struggled to stay open and many were forced to close.

The community continued to fight for the neighborhood and its residents. In the 1970s, the East Central Community Center was conceived by the League of Women for Community Action, and was opened in 1979 after a laborious five years of lobbying, planning and fundraising by residents to get the City to purchase the building site. It was the first community center to open in Spokane, and neighborhoods in West Central and northeast Spokane rallied to create their own soon after. In the 1970s, the East Central Spokane rallied to create their own soon after.

This history of housing discrimination and legacies of racial and economic inequality have had long-lasting impacts on the 5th Avenue community and East Central neighborhood. In the face of these challenges, however, the area remains rich in community, history, and unique resources, and 5th Avenue continues to be an important cultural place for the many residents who have called it home over the decades.

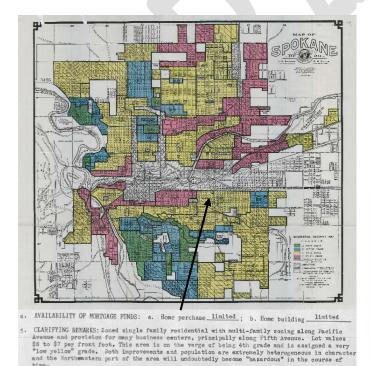


Figure 4. HOLC Redlining Map of Spokane, 1930s. Source: University of Richmond's Digital Scholarship Lab Mapping Inequality.



Figure 3. Liberty Park and the construction of I-90. Top: 1958. Bottom: 2018. Source: ESRI.

Honoring Heritage and Building Legacy

The 5th Avenue area in East Central is remains a community of immense diversity: families and individuals at every stage of life; immigrant communities from all over the world; and residents of various backgrounds, races, ethnicities, faiths, and income levels (Figure 5). Though neighborhood demographics have evolved, the area is still one of the most diverse communities in Spokane, with 35% of residents as Black, Indigenous and People of Color—compared to 19% of residents citywide. In particular, the area has been an important cultural center for the African American community for decades. In 1970, 20% of residents were Black or African American^{vi}; by 2019 this decreased to 9% while Asian, Native Hawaiian and Other Pacific Islander, multi-racial, and Hispanic/Latino populations increased during this time.

The 5th Avenue commercial area is reflective of this diversity, with businesses that are African American-owned, and organizations that support local immigrant communities like the Marshallese, Latino/Hispanic, and Russian-speaking communities. The area serves people from all backgrounds and income levels across the city and region, and this is an important value the residents want to preserve.

Businesses, community organizations, and churches have been working to revitalize 5th Avenue as a catalyst for a renewed vision in East Central. There has been much progress already, including the opening of Fresh Soul, the Carl Maxey Center, and SERA Youth Tutoring and Recreation Center. The Martin Luther King, Jr. Family Outreach Center moved into the East Central Community Center in

5TH AVENUE AT A GLANCE

2,472 residents

1,039 housing units

933 households

53.7% of housing units are owner-occupied

\$40,924 median household income 24.9% of people below poverty level

36% of homeowners are cost burdened

64% of renters are cost burdened

35% of residents are People of Color

15.6% of residents are foreign-born

19.6% residents speak another language at home

18% of residents have a disability9% of housing units do not have a

Figure 5. Data from 2015-2019 American Community Survey, Census Tract 30.

2018 to become the Martin Luther King Jr. Family Outreach Center at East Central. The campus is expanding with more space, SNAP, Community Colleges of Spokane's Head Start program, and with building the CHAS Dental Health Clinic connected to the Center. Starting in 2020, the Eastside Library will be rebuilt in Liberty Park with nearly double the space and will feature a Children's Zone programming space. The Children of the Sun Trail is planned to connect with the Centennial Trail and Ben Burr Trail through East Central, and the City recently invested in sidewalk improvements and planting new street trees along the 5th Avenue commercial area.

5th Avenue Initiative

In 2016, the community begin engaging with the City under former Mayor David Condon's administration on a vision for 5th Avenue from Liberty Park to Thor/Freya. The 5th Avenue Initiative was identified as a priority focus for concerted efforts to counter decades of disinvestment. Discussions initially began with the challenge that the East Central neighborhood has never healed from the impact that the I-90 construction caused to the community. Nor does the community feel that this legacy has been adequately addressed. Community problems identified included an underutilized commercial area, lack of cultural identity, need for pedestrian and streetscape improvements, and lack of community coordination. The objective was to address past mistakes and reconnect residents and the neighborhood to opportunities that can strengthen and reinvigorate the community in culturally relevant ways.



Figure 6. Visionary words for 5th Avenue shared by stakeholders at a community forum.

The 5th Avenue area is at a unique crossroad. New investments both private and public are creating new opportunities, and community stakeholders have come together to articulate a strategy to build upon this momentum (Figure 6). The area's location is an important asset for residents and a strength to build from when considering strategies for neighborhood improvement. While signs of reinvestment are more visible, families who live in the neighborhood still face significant challenges. There is much concern about gentrification and displacement of current residents as changes come. Strategies that support people where they are at and work to enhance livelihoods for the whole community will help ensure everyone can achieve a successful life.

Development of the Community Strategy

The 5th Avenue Initiative built on previous discussions in 2016 and 2017 with additional and expanded stakeholder meetings in late 2019 and early 2020 (Figure 7). The City contracted with a facilitator and community liaison to help convene and lead conversations. Three stakeholder meetings were held in November and December 2019 to review previous discussions, provide project updates, and identify emerging challenges and opportunities. A community forum was held in December 2019, and through these conversations, initial themes rose to the surface. Priorities for each theme were developed, and a second community forum was held in February 2020. Community members reviewed the priorities, shared what is most important, and discussed next steps for moving forward.

Previous Discussions 2016/2017

Stakeholder Meeting 1 November 16, 2019

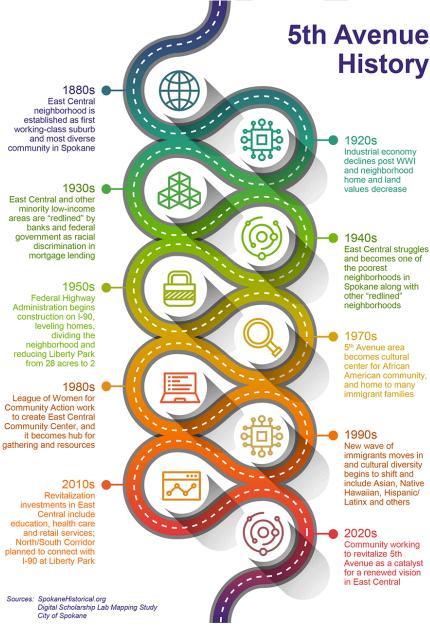
Stakeholder Meeting 2 Stakeholder Meeting 3 December 5, 2019

Stakeholder Meeting 3 December 14, 2019

Figure 7. 5th Avenue Initiative Community Process

The priorities in this strategy provide guidance to the community, City, and partners for projects, needs, and desired outcomes. The initiative brought together a diverse group of residents, businesses, property owners, and organizations to focus on collaboration. This strategy hopes to capture the community momentum and focus the energy to keep the important work alive today and for the future. The hope is that both the social and economic health of 5th Avenue is fostered, nurtured, and strengthened for residents going forward. As a guiding document, implementation will require the ongoing support and advocacy of the 5th Avenue stakeholders and residents.

In 2020, the emergence of the COVID-19 pandemic paused work on the 5th Avenue Initiative. The vision presented in the draft community strategy helps make the 5th Avenue community stronger and more resilient, and supports the health, safety, and wellbeing of the community. Many longstanding challenges rooted in historical trauma continue to challenge the 5th Avenue area, and it remains one of the most vulnerable areas in the City of Spokane. During the pandemic, access to safe and quality housing has been heightened, and thus the need to preserve affordability in the 5th Avenue area will be important going forward to mitigate displacement and support residents' continued heritage and legacy in East Central.



Strategic **Priorities**

A. Define the 5th Avenue identity and foster collaboration.

In stakeholder discussions and the community forums, participants expressed that one of the first steps they would like to engage in is to define the 5th Avenue neighborhood identity as both unique and a part of the East Central neighborhood. With changing demographics, it is also important to emphasize the diverse and rich heritage of 5th Avenue, including the historic African American community and the emerging Asian, Marshallese and Hispanic/Latinx communities. As part of the discussion around identity, there is strong concern over gentrification that could change the fabric of the neighborhood and displace current residents. Addressing cultural, economic, and social equity are important points in directing if and how change will occur, and for whom the benefits will emerge. With this initiative, the community is in a unique position to guide these discussions and help influence the outcome of revitalization activities and growth as it comes to the area. Establishing a coalition and framework to continue engaging residents, businesses, and community organizations is considered an important part of the success of the strategy moving forward. This could be additional civic forums, a coordination committee, or other framework that convenes the group and helps organize a collective community voice.

- A1. Work as a community to define the 5th Avenue neighborhood identity that honors the history of the neighborhood and celebrates the diversity of cultures.
- A2. Advocate for equitable policies and projects that address gentrification, preserve the identity of the neighborhood, and support cultural equity.
- A3. Develop a story map that documents the story of the 5th Avenue area.
- A4. Establish a 5th Avenue coalition to organize and coordinate strategic efforts, identify funding and partnerships, and advocate for the community.
- A5. Expand shared experiences for residents that promotes physical and emotional well-being, fosters social connections, helps with community healing.
- A6. Seek out and promote opportunities for community art, culture, and expression.
- A7. Build awareness of how to participate in City and other public processes, neighborhood council meetings, and connect with fellow community members.

B. Promote coordination among community service providers.

Improve access to key assets within the 5th Avenue area by connecting residents to information about resources, support, and program offerings. Community service providers in the area support local residents as well as people from all over the region, including the MLK Jr. Outreach Center at East Central, Carl Maxey Center, Southeast Reunion Association, Southeast Daycare Center, SNAP, the incoming CHAS dental clinic, and numerous faith-based organizations. Ongoing coordination among organizations can help foster relationship building and develop a shared understanding of programs and collaboration for resources. Providers can work together to support the community while also developing and supporting their niche focus and core audience. This can help strengthen programming and minimize overlap. It can also make it easier for residents to understand the resources available and how to access and engage with community service providers.

B1. Identify the best way to communicate with the 5th Avenue residents, businesses, and organizations. Consider a resource guide and community calendar of events. Address language and cultural barriers to make outreach accessible and relevant.

- B2. Expand youth and intergenerational programming. Topics include tutoring, mentoring, extracurricular activities, parental support and parenting skills, health and wellness, and food security and nutrition.
- B3. Create one annual community event that promotes the area, supports neighborhood diversity, and encourages visitors.
- B4. Develop partnerships to increase participation from businesses like Fred Meyers and Dominos in neighborhood council meetings, stakeholder meetings, and other community events.

C. Improve the 5th Avenue streetscape to promote safety and accessibility.

Continue to build on past and recent investments in infrastructure and capital facilities with enhanced streetscapes. A major priority is traffic calming solutions along 5th Avenue to support pedestrians and non-motorized uses. This includes through the commercial area; the intersection of 5th and Altamont; around community service providers; and the connection between the MLK Jr. Outreach Center at East Central, the relocated Eastside Library, and neighborhoods parks. Desired outcomes are expanded street lighting, sidewalk improvements, bump outs, improved bus shelters, and green infrastructure along 5th Avenue.

- C1. Identify opportunities and partnerships for funding a streetscape improvement plan and follow-up improvements. Consider traffic calming, lighting, sidewalk improvements including bump outs and benches.
- C2. Explore wayfinding signage that calls more attention to community assets and local businesses.
- C3. Participate with WSDOT in the North Spokane Corridor planning to identify locations for pedestrian crossings over I-90 that connects 5th Avenue to the East Sprague Business District.^{vii}
- C4. Work with STA to enhance public transit stops along 5th Avenue with safe and welcoming amenities and placemaking.
- C5. Explore a solution for an enhanced pedestrian connection between 5th Avenue and the Perry District.

D. Preserve and expand options for affordable housing to support residents at every life stage and economic condition.

The 5th Avenue area is one of the most diverse areas for homeownership in Spokane, particularly for households of color. Viii The area is critical to providing affordable housing options for many households that would not be able to achieve homeownership in other parts of the city. Yet even with this affordability, close to half of households in the area are cost-burdened, meaning they spend more than 30% of their household income on housing costs. It is important to support the social and economic health of existing residents and help sustain affordable housing opportunities. The community and partners can promote existing repair and rehab programs, and provide guidance to homebuyers through training, courses, and other loan programs. Affordable housing projects that support multi-generational and immigrant families is also an important part of maintaining and fostering community in the area. Mixed income developments that include both affordable and marketing rate housing can support successful lives for all residents in all phases of their life and economic condition.

- D1. Establish a community vision for affordable housing in the 5th Avenue area that prioritizes antidisplacement strategies for residents. Explore opportunities and resources that support a community land trust homeownership model and shared-equity homeownership programs.
- D2. Participate in City discussions on housing. Hold civic forums to educate and mobilize residents on issues of ownership and long-term residency.
- D3. Maintain affordable, older single-family housing with incentives and training for low-income households to repair and weatherize their homes. Promote community resources and programs.

- D4. Explore ways to incentivize the development of high-quality, affordable, mixed-income, and multigenerational housing. Explore development of student housing opportunities for nearby colleges.
- D5. Expand culturally relevant training with community organizations and local realtors to offer homeownership, equity, and finance courses for residents to purse and maintain homeownership if desired.

E. Promote vibrant neighborhood commercial opportunities and jobs that reflects the diversity of the community.

Projects and strategies that support both a strong community and a strong place will be key to a vibrant and resilient commercial area along 5th Avenue. In 2015, the City eliminated parking requirements in neighborhood retail areas for buildings less than 3,000 square feet to help encourage revitalization of small scale, neighborhood serving businesses. The small commercial area is zoned neighborhood retail, which encourages businesses that are neighborhood serving and pedestrian-oriented. Some stakeholders expressed concern over current zoning limitations along 5th Avenue, particularly related to the limited neighborhood retail zone. The community would like to explore ways to maximize existing commercial opportunities with locally-owned cultural businesses and services that meet neighborhood needs. In addition to supporting existing businesses, the neighborhood can also further identify appropriate spaces and desires for targeted commercial development and active reuse of vacant spaces. Ideas include community gathering spaces, coffee shop, ethnic food, bakery, and local restaurants.

- E1. Identify appropriate spaces for targeted businesses and build partnerships with property owners for active reuse.
- E2. Work with City to identify neighborhood ideas for adapting and reusing the current Eastside Library building.
- E3. Promote and encourage placemaking activities, like sidewalk art, intersection art, and the play streets program to temporarily reclaim public spaces.
- E4. Promote the existing Community Empowerment Zone incentive program by identifying opportunities to create small-scale manufacturing opportunities and jobs, like incubator spaces or craft businesses.
- E5. Explore ways to maximize the current neighborhood retail zoning to support locally-owned and cultural businesses and services that meet neighborhood needs.
- E6. Encourage discussions around the City's land use plan and related policy for recommendations to commercial and residential changes along 5th Avenue that support mixed zoning, including a City-sponsored Comprehensive Plan amendment to commercialize specific parcels.

F. Protect and enhance neighborhood parks and trails.

Enhance the experience at neighborhood parks with amenities and play while also protecting local natural areas and trees. The development of the Children of the Sun Trail provides an opportunity to expand connections to the Ben Burr Trail and Centennial Trail, and the commercial areas along East Sprague and Perry District. The community can advocate for efforts and improvements that advance environmental justice for the community, and support the physical, mental, and emotional health and wellbeing of residents.

- F1. Request installation of electrical power and more lighting at Underhill Park for safety and events. Expand amenities at both Liberty Park and Underhill Park, including art and interactive play equipment. Explore designating an area dog park.
- F2. Maintain natural areas and natural beauty in neighborhood parks. Organize community clean-ups in the parks.

- F3. Support efforts to expand trail connections between Underhill Park and Liberty Park, the Ben Burr Trail and the Children of the Sun Trail.
- F4. Establish a one-mile walking route/heritage and culture route around the neighborhood to encourage residents to build community and increase physical wellbeing.
- F5. Seek resources to mitigate and reverse the effects of environmental hazards past and present.

Next Steps and Implementation

Developed in partnership with the City of Spokane, the 5th Avenue strategy will require the ongoing support and commitment of residents, businesses, property owners, community organizations, and other partners. This document provides an overview of community priorities and provides guidance to ensure policies and projects align to the neighborhood vision. Each priority action will require further analysis and funding for implementation. Still, this is an important step for the 5th Avenue community that lays the foundation for when funding, resources, and partner opportunities arise. The 5th Avenue community can pursue the following next steps in order to successfully implement the plan and develop key catalyst projects:

- Funding: Build partnership and advocate for potential funding sources for priority projects. Consider grants, public/private partnerships, fundraising, and community volunteer efforts.
- Update: Consider reviewing and updating the priorities on an annual basis to address completed projects and changed neighborhood conditions.

Stakeholders prioritized the following next step actions at the December 2019 community forum:

- 1. Defining who the community is What is the 5th Avenue identity? Who does 5th Avenue represent?
- 2. Organize coalition for potential capital and power to facilitate needed changes
- 3. Continue to improve street and sidewalk infrastructure
- 4. Rally community stakeholders around a starter initiative
- 5. Create gateway entrance that is reflective of the community and identity
- 6. Address zoning limitations
- 7. Adapt previous East Central Library building with community focus
- 8. Address community safety
- 9. Finish developing commercial parcels/buildings along 5th Avenue
- 10. Leverage NSC development

Upcoming Projects

Project	Est. Start	Est. Completion
East Central CHAS Dental Clinic	2019	2020
The Rose Apartments Relocation	2020	2020
Street Construction: 3 rd Avenue Grind and Overlay	2020	2020
Street Project: 5 th Ave from Pittsburg to Thor Crack Seal	2020	2020
Eastside Library Relocation and Rebuild	2020	2021
Spokane Regional Transportation Electrification Grant Project	2021	2025
Street Project: Hartson from Magnolia to Altamont Chip Seal	2022	2022
Street Project: Altamont from Hartson to Sprague Crack Seal	2023	2023
Children of the Sun Trail Alignment	2020	2030
North Spokane Corridor Liberty Park Alignment	Ongoing	2030

Note: Indicates completed by end of 2020

Resources

- Affordable Housing, Senior Housing
 - Housing Trust Fund: https://www.commerce.wa.gov/building-infrastructure/housing/housing-trust-fund/
 - o Housing Programs: https://www.commerce.wa.gov/building-infrastructure/housing/
 - Perpetual Housing, Acquisition, and Capital Improvements Program: https://my.spokanecity.org/chhs/funding-opportunities/perpetual-rfp/
 - HUD Choice Neighborhoods Planning Grant:
 https://www.hud.gov/program offices/public indian housing/programs/ph/cn/planninggrants
 - HUD Choice Neighborhoods Implementation Grant:
 https://www.hud.gov/program offices/public indian housing/programs/ph/cn/grants
 - Community Frameworks: https://communityframeworks.org/
 - SNAP Essential Home Repair: https://www.snapwa.org/services-we-provide/i-need-help-with-housing/essentialhomerepair/
 - o SNAP Housing Down Payment Assistance: https://www.snapwa.org/services-we-provide/i-need-help-with-housing/i-want-to-buy-a-house/
 - o SNAP Low Interest Home Repair Loans: https://www.snapwa.org/home-repair
 - o SNAP Rental Housing: https://www.snapwa.org/services-we-provide/i-need-help-with-housing/i-need-rental-housing/
 - Washington Homeownership Resource Center: http://www.homeownership-wa.org/
 - o ARC of Spokane Homeownership: https://www.arc-spokane.org/home-ownership
 - Habitat for Humanity Homeownership: https://habitat-spokane.org/homeownership/
- Arts, Culture & Education
 - The Carl Maxey Center: https://www.carlmaxeycenter.org/
 - Spokane Arts: https://spokanearts.org/
 - o ArtsWA Snap Grant: https://www.arts.wa.gov/snap-grants/
 - o Kresge Foundation Arts & Culture Program: https://kresge.org/programs/arts-culture
- Business
 - o SNAP Women's Business Center: https://www.snapwa.org/womens-business-center/
 - SNAP Business Loans: https://www.snapwa.org/services-we-provide/lending-services/
- Capital Facilities
 - o Community-Building Capital Facilities: https://www.commerce.wa.gov/building-infrastructure/capital-facilities/building-communities-fund/
 - Energy Efficiency and Solar Grants: https://www.commerce.wa.gov/growing-the-economy/energy/energy-efficiency-and-solar-grants/
 - Fact Sheet explaining the program
 - Community-Building Capital Facilities: https://www.commerce.wa.gov/building-infrastructure/capital-facilities/building-communities-fund/
- Coalition Building
 - Community Based Organizations SUD Prevention / Mental Health Promotion Programming: https://www.theathenaforum.org/grants
 - Educational Service District (ESD) 101
- Community Safety
 - o Crime Victims and Safety Advocacy: https://www.commerce.wa.gov/serving-communities/crime-victims-public-safety/
- Energy
 - o Avista Foundation: http://www.avistafoundation.com/home/Pages/default.aspx
 - o SNAP Energy Assistance: https://www.snapwa.org/services-we-provide/i-need-help-with-my-energy-bill/i-need-energy-assistance/
- Health & Family
 - Martin Luther King Jr. Family Outreach Center: https://mlkspokane.org/

- Spokane Regional Health District Neighborhoods Matter: https://srhd.org/programs-and-services/neighborhood-matters
- County Health Insights: https://countyhealthinsights.org/
- Hoopfest Community Basketball Courts: https://www.spokanehoopfest.net/spokane-hoops-association/community/
- GirlTrek: https://www.girltrek.org/
- o Lead-Based Paint Hazard Reduction Grant Program: https://www.doh.wa.gov/reduceleadbasedpaint
- o The Healthiest Next Generation Initiative: https://www.doh.wa.gov/healthiestnextgen
- Healthy Communities Washington:
 https://www.doh.wa.gov/CommunityandEnvironment/HealthyCommunitiesWashington
- ACEs and Resilience Statewide Community of Practice: https://www.doh.wa.gov/CommunityandEnvironment/EssentialsforChildhoodInitiative/ACEsandResilienceStatewideCommunityofPractice
- Essentials for Childhood Initiative:
 https://www.doh.wa.gov/CommunityandEnvironment/EssentialsforChildhoodInitiative
- ARC of Spokane Family Support: https://www.arc-spokane.org/family-support
- Philanthropy
 - o Innovia Foundation Community Grant Program: https://innovia.org/nonprofits/apply-for-a-grant/
 - Kresge Foundation Opportunities: https://kresge.org/opportunities
 - o Smith-Barbieri Progressive Fund: http://www.smith-barbieri.com/
 - Hagen Foundation: http://haganfoundation.com/
 - Humanities Washington: https://www.humanities.org/program/grants/
- Planning
 - Activate Existing Neighborhood Commercial Structures: https://my.spokanecity.org/projects/activate-existing-neighborhood-commercial-structures/
 - o ArtsWA Creative Districts: https://www.arts.wa.gov/community-readiness-toolkit/
- Small Manufacturing Business (Community Empowerment Zone)
 - Greater Spokane Inc (GSI): https://greaterspokane.org/
 - Spokane CEZ Incentive: https://my.spokanecity.org/economicdevelopment/incentives/cez/
- Traffic Calming and School Safety
 - o https://my.spokanecity.org/neighborhoods/programs/traffic-calming/

¹ Sources on history of East Central: http://www.historicspokane.org/east-central; https://spokanehistorical.org/items/show/468

ii University of Richmond's Digital Scholarship Lab Mapping Inequality: https://dsl.richmond.edu/panorama/redlining/#loc=12/47.668/-17.512&city=spokane-wa

iii In 1968, the Washington Dept. of Transportation paid the city \$630,000, and the City expanded the park to the east, and expanded Grant Park in the Perry District. Source: Tinsley, Jess. "Then and Now: Liberty Park gave way to I-90." The Spokesman Review. 9 March 2015. https://www.spokesman.com/stories/2015/mar/09/then-and-now-liberty-park-gave-way-to-i-90/

iv Shanks, Adam. "Debate over renaming East Central Community Center after King is complex." The Spokesman Review. 1 Feb 2020. https://www.spokesman.com/stories/2020/feb/01/debate-over-renaming-east-central-community-center/

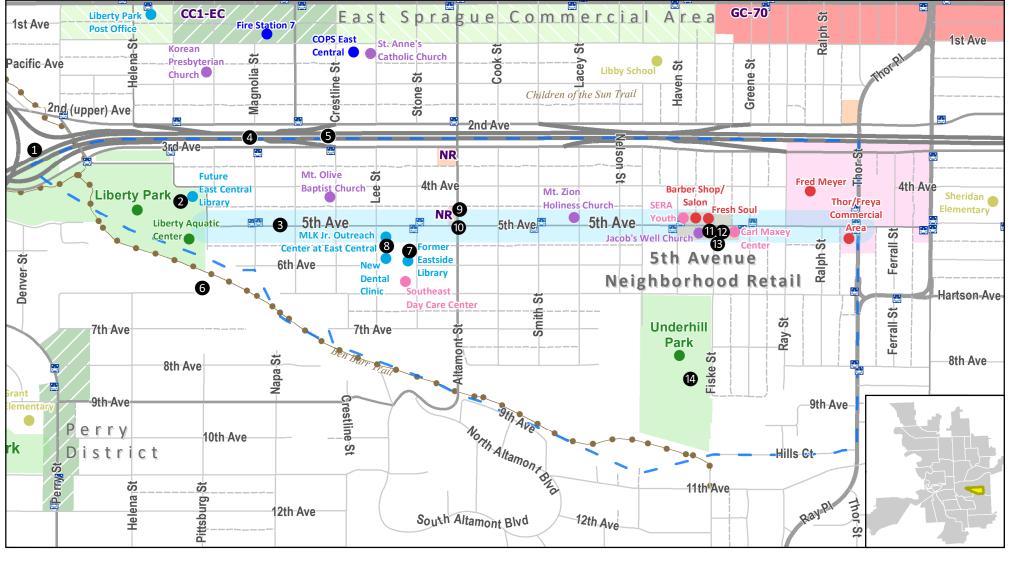
v U.S. Census Bureau; American Community Survey, 2015-2019 American Community Survey 5-Year Estimates. Census Tract 30.

vi According to the ACS 2015-2019, 9% of residents in Census Tract 30 identify as Black or African American (Race alone or in combination with one or more races). Only 1.4% of residents identify as Black or African American Alone, which has decreased 89% from 2010 to 2019.

vii Updates on the North Spokane Corridor are provided at nscplace.com

viii U.S. Census Bureau; American Community Survey, 2015-2019 American Community Survey 5-Year Estimates.

5TH AVENUE INITIATIVE COMMUNITY ASSETS & OPPORTUNITIES

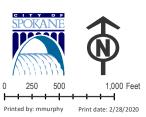




Community Opportunities

- 1 North Spokane Corridor Liberty Park Interchange
- 2 East Side Library Expansion & Liberty Park Integration
- 3 5th Avenue Streetscape Improvements from MLK Jr. Outreach Center to Liberty Park
- 4 Rebuild of Pedestrian Bridges across I-90
- 6 Connection with Children of the Sun Trail
- 6 Enhanced Connection to Perry District
- Activate Former Library Building

- 8 Expansion of MLK Jr. Outreach Center at East Central and Dental Clinic
- Activate Neighborhood Retail
- Traffic Calming at 5th and Altamont
- Activate Former Horseman's Grocery Building
- Renovation of Carl Maxey Center
- Maximize Neighborhood Retail Opportunities
- Underhill Park Upgrades Electricity for Power, Lighting



THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

	Census Tract 30	Spokane City	
Total Population	2,472	217,353	
Housing Units	1,039	98,723	
Race and Hispanic ¹ or Latino Origin			
Black or African	9.3%	4.7%	

Black or African American	9.3%	4.7%
American Indian and Alaska Native	5.5%	3.9%
Asian	10.3%	4.2%
Native Hawaiian and Other Pacific Islander	0.5%	1.4%
Some Other Race	2.1%	2.3%
Two or More Races	10.9%	5.9%
Hispanic or Latino	10.3%	6.3%
White, Not Hispanic or Latino	65%	81.3%
Diversity Index ²	62.56	26.78*

Age		
Median Age (years)	30.2	36.2
Under 18 Years	25.8%	21.5%
65 Years and Over	9.7%	15.3%
Life Expectancy ³	71.5 years	78.9 years*

Place of Birth 94.0% Native 84.4% 6.0% Foreign Born 15.6%

Place of Birth for Foreign-Born Population		
Eastern Europe	9.6%	21.5%
Northern Europe	3.6%	3.2%
Southern Europe	3.4%	1.5%
South Eastern Asia	46.9%	15.4%
South Central Asia	8.3%	8.3%
Latin America	14.2%	14.3%
North America	13.9%	6.5%

L	Language Spoken at Home		
	Language Other than English	19.6%	8.2%
	Speak English less than "very well"	10.5%	2.9%
	Spanish	6.3%	2.5%
	Speak English less than "very well"	1.8%	0.6%
	Other Indo-European languages	5.5%	2.7%
	Speak English less than "very well"	1.4%	1.2%
	Asian and Pacific Islander languages	7.8%	2.3%
	Speak English less than "very well"	7.3%	1.0%

Households by Type		
Total Households	933	91,328
Family Households with own children	26.5%	25.5%
Single-Parent Household, with own children	11.2%	7.4%
Average household size	2.63	2.3
Average Family Size	3.46	2.94
Housing units built 1960 or earlier (lead paint indicator)	71.5%	50.7%
Owner-occupied	53.7%	55.2%
Renter-occupied	46.3%	44.8%

Percent of Home Ownership by Race or Origin

of Householder within Race

or riouseriolaer within	racc	
Black or African American	75.8%	25.5%
American Indian and Alaska Native	0%	43.5%
Asian	61.8%	49.7%
Native Hawaiian or Other Pacific Islander	0%	10.9%
Some Other Race	0%	31.5%
Two or More Races	31.1%	37.1%
Hispanic or Latino	65.1%	40.7%
White, not Hispanic or Latino	55.1%	57.9%

Selected Monthly Housing Costs as a Percentage of Household Income

Homeowners: 30% or more	36.3%	23.5%
Renters: 30% or more	64.1%	50.3%

Income and Benefits, 2019 Dollars, Per Household

Less than \$10,000	10.1%	7.8%
\$10,000-\$24,999	21.6%	16.1%
\$25,000-\$49,999	30%	25.9%
\$50,000-\$99,999	32%	31.3%
\$100,000-\$149,999	2.6%	11.3%
Median household income (dollars)	40,924	50,306
With Supplemental Security Income	11.1%	6.6%
With cash assistance income	11.5%	4.9%
With Food Stamps/SNAP in the past 12 months	36.1%	20.8%

Employment and Commuting to Work

Unemployment Rate	7.8%	5.9%
Car, truck, van, drove alone	72.1%	75.3%
Public transportation (excluding taxicab)	7.9%	3.9%
Walked or Other Means	0.1%	3.4%
Mean Travel Time to Work	18.1 min	21 min

Educational Attainment for Population 25 Years and Over

Less than 9 th grade	5.3%	2.0%
9 th -12 th grade no diploma	15.7%	5.3%
High school graduate	26.5%	22.8%
Bachelor's degree	14.6%	19.4%
Graduate or Professional Degree	5.1%	11.8%

Percent Below Poverty Level by Race and Hispanic or Latino Origin

Black or African American	52.9%	22.2%
American Indian and Alaska Native	0%	34.0%
Asian	6.3%	9.3%
Native Hawaiian or Other Pacific Islander	-	47.7%
Some Other Race	77.4%	23.2%
Two or More Races	51.1%	24.6%
Hispanic or Latino	3.5%	22.8%
White, not Hispanic or Latino	24.5%	15.9%

Percentage of Families and People whose Income In the Past 12 Months is Below the Poverty Level

All people	24.9%	17.3%
Population Under 18 years	26.5%%	21.1%
Population 18-64 years	25.2%	18.0%
Population 65 years and over	18.4%	8.8%
All families	18.7%	11.0%

Disability Status of Civilian Noninstitutionalized Population

Total Population with a disability	18.0%	15.7%
18-64 years with a disability	21.6%	13.9%
65 years and over with a disability	37.7%	37.5%

Health Insurance Coverage

No health	No health insurance		5 7%
cove	rage	0.576	5.7%

¹Race alone or in combination with one or more other races

²Probability that two individuals chosen at random would be of different races or ethnicities. Data were obtained from the Census' American Community Survey 2013-2017 estimates and calculated by PolicyMap.

PolicyMap.

3https://www.washingtonpost.com/business/2018/09/14/wrong-neighborhood-can-take-plus-years-off-your-life-average/

^{*} Comparable data is Spokane County

SPOKANE Agenda Sheet	Agenda Sheet for City Council Meeting of:		3/15/2021
03/29/2021		Clerk's File #	RES 2021-0023
		Renews #	
Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
	DEVELOPMENT		
Contact Name/Phone	KEVIN FREIBOTT 625-6184	Project #	
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - 2021 COMPREHENSIVE PLAN AMENDMENT WORK PROGRAM		

Agenda Wording

A Resolution establishing the 2021 Comprehensive Plan Amendment work program and selecting which of the proposed amendments will move forward for full processing, as required by Spokane Municipal Code 17G.020.

Summary (Background)

Application File Nos. Z20-194COMP, Z20-195COMP, Z20-196COMP, Z20-206COMP, Z20-207COMP, Z20-208COMP, and Z20-209COMP, proposing various changes to the Land Use Plan Map. Application File No. Z21-022COMP, proposing various changes to the Bike Facilities Map.

Lease?	NO G	rant related? NO	Public Works? NO		
<u>Fiscal</u>	<u>Impact</u>		Budget Account		
Neutral	\$		#		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approv	<u>rals</u>		Council Notifications		
Dept He	ad	MEULER, LOUIS	Study Session\Other	Docketing Subcommitee:	
				February 17, 2021; City	
				Council Study Session:	
				March 4, 2021	
<u>Divisior</u>	<u> Director</u>	BECKER, KRIS	Council Sponsor	CM Lori Kinnear	
Finance	<u>)</u>	ORLOB, KIMBERLY	Distribution List		
<u>Legal</u>		RICHMAN, JAMES	kfreibott@spokanecity.org		
For the	<u>Mayor</u>	ORMSBY, MICHAEL	tblack@spokanecity.org		
Additional Approvals		Imeuler@spokanecity.org			
Purchas	sing		jrichman@spokanecity.org		
			bmcclatchey@spokanecity.org		
			sbishop@spokanecity.org		

RESOLUTION 2021-0023

A Resolution Regarding Applications to Amend the City's Comprehensive Plan and Setting the Annual Comprehensive Plan Amendment Work Program.

WHEREAS, in Chapter 17G.020 of the Spokane Municipal Code, the City Council has established a threshold review process for private applications to amend the Comprehensive Plan, to be undertaken by an ad hoc committee comprised of members of the City Council and Plan Commission (the "Committee"); and

WHEREAS, this Committee reviews threshold applications per the criteria set forth in SMC 17G.020.026 and forwards a recommendation to the City Council as to which of the amendment proposals should be included in the City's 2021 Annual Comprehensive Plan Amendment Work Program (the "Work Program"); and

WHEREAS, the Committee met on February 17, 2021 at 11:30 a.m. and reviewed the following applications (the "Applications"):

- Z20-194COMP (120 N Magnolia St)
- Z20-195COMP (6211 S Meadow Lane)
- Z20-196COMP (Freya & Palouse Hwy)
- Z20-206COMP (155 E Cleveland Ave)
- Z20-207COMP (1015 W Montgomery Ave)
- Z20-208COMP (1022 & 1028 W Sinto Ave)
- Z20-209COMP (1025 W Spofford Ave); and

WHEREAS, the Committee forwarded its Findings, Conclusions, and Recommendation to the City Council for their consideration; recommending the following:

- Application Z20-194COMP be included in the annual work program;
- Application Z20-195COMP be separated from the annual amendment process and processed separately as a sub-area plan;
- Application Z20-206COMP be included in the annual work program;
- Application Z20-207COMP be included in the work program;

- Application Z20-208COMP be expanded to include the following parcels:
 - o 1009 W Maxwell Ave (Parcel 35182.2409);
 - 1011 W Maxwell Ave (Parcel 35182.2401);
 - 1017 W Maxwell Ave (Parcel 35182.2402);
 - 1023 W Maxwell Ave (Parcel 35182.2403);
 - o 1027 W Maxwell Ave (Parcel 35182.2404);
 - o 1014 W Sinto Ave (Parcel 35182.2407);
- Application Z20-209COMP be included in the work program; and

WHEREAS, the Committee made no recommendation regarding Application Z20-196COMP; and

WHEREAS, regarding Application Z20-195COMP:

- Comprehensive Plan Policy LU 3.3 states that the designation of new Centers or Corridors should occur through a "city-approved planning process", one which establishes the "exact location, boundaries, size, and mix of land uses in a Center or Corridor" and which is inclusive of "all interested stakeholders, including business and property owners, and the affected neighborhood(s)";
- Comprehensive Plan Policy LU 3.4 states that such a planning process should be a City-Approved subarea planning process, inclusive of the factors and considerations listed in that policy, including the eventual land use plan map designation and zoning for any new Center;
- The Application proposes a significant change in development for a portion
 of the City where a number of details require consideration and resolution,
 including the impacts of increased density, non-residential uses, and known
 infrastructure and traffic concerns in the vicinity;
- For the reasons above, Application Z20-195COMP does not appear to meet threshold review criteria in SMC 17G.020.026.C, in that the application cannot be reasonably reviewed within the resources and time frame of the

Annual Comprehensive Plan Amendment Work Program; and should be considered under a separate process.

WHEREAS, the City has complied with RCW 36.70A.370 by completing the threshold review of the Applications; and

WHEREAS, except as may be indicated below, the City Council adopts the Ad Hoc Committee's Findings, Conclusions, and Recommendation regarding the Applications and incorporates said findings into this Resolution; and

WHEREAS, pursuant to SMC 17G.020.025, the City Council may add additional items to the Work Program, including City-sponsored map amendments to map TR-5, Proposed Bike Network Map (File Z21-022COMP).

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL, that the following Applications shall be included in the 2021 Annual Comprehensive Plan Amendment Work Program:

 Z20-194COMP (120 N Magnolia St);
 Z20-196COMP (Freya and Palouse Highway);
 Z20-206COMP (155 E Cleveland Ave);
 Z20-207COMP (1015 W Montgomery Ave);
 Z20-208COMP (1022 & 1028 W Sinto Ave)
Including the following parcels:
1009 W Maxwell Ave (Parcel 35182.2409)
1011 W Maxwell Ave (Parcel 35182.2401)
1017 W Maxwell Ave (Parcel 35182.2402)
1023 W Maxwell Ave (Parcel 35182.2403)
1027 W Maxwell Ave (Parcel 35182.2404)
1014 W Sinto Ave (Parcel 35182.2407);
Z20-209COMP (1025 W Spofford Ave); and

Z21-022COMP—Map TR-5 Amendments.
BE IT ALSO RESOLVED that Application Z20-195COMP (6211 S Meadow Lane)
should be separated from the annual Comprehensive Plan Amendment and considered
separately. The process and timeline for this consideration is to be developed by City staff
and the applicant and considered by council at a later date.
ADOPTED by the Spokane City Council this day of,
20
City Clerk
Approved as to form:
Assistant City Attorney

Notice of City Council Consideration of Resolution Setting the Annual Comprehensive Plan Amendment Work Program

Notice is hereby given that the Spokane City Council will set the Annual Comprehensive Plan Amendment Work Program for 2021 by Resolution on <u>Monday, March 29, 2021, at 6:00 p.m.</u> (RES 2021-XXXX). Council members will be attending virtually and the meeting will be aired on CityCable5 and streamed live at https://my.spokanecity.org/citycable5/live. This meeting is open to the public and there will be opportunity for public testimony.

Changes to the City's Comprehensive Plan Land Use Plan Map have been proposed for properties located within the East Central, Emerson/Garfield, Latah/Hangman, Logan, Southgate and West Central neighborhoods. Changes to the City's proposed bike network map and arterial network map are also proposed, affecting neighborhoods throughout the City.

Any person may submit written comments on the proposed actions to kfreibott@spokanecity.org or call for additional information at:

Planning Services Department Attn: Kevin Freibott, Assistant Planner II 808 West Spokane Falls Boulevard Spokane, WA 99201-3329 Phone (509) 625-6184

Background: Seven applications have been received by the City for proposed changes to the Land Use Plan Map (Map LU1). A City Council Ad Hoc Committee met on February 17, 2021, to review and make a recommendation to City Council regarding which of these proposals should move forward, as outlined in SMC 17G.020.026. The committee recommendation and all related application materials can be found on the project website at:

https://my.spokanecity.org/projects/2020-2021-proposed-comprehensive-plan-amendments/

Please Note: Written comments previously received by the Ad Hoc Committee will be forwarded to the full City Council.

Additionally, one city-sponsored proposal is to be considered for addition to the work program, concerning multiple amendments to the Proposed Bike Network Map (File Z21-022COMP). Details of this proposal are available at the website above.

Any of the applications above that are included in the 2020 Work Program by City Council will be subject to full in-depth review and consideration during the year, including a SEPA Determination prior to their being considered for final approval.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources

through the Washington Relay Service at 7-1-1. Please contact us forty-eig date.	ht (48) hours before the meeting

2020/2021 Comprehensive Plan Amendments

CITY COUNCIL INFO PACKET

2020-2021 Proposed Comprehensive Plan Amendments

Under Revised Code of Washington (RCW) 36.70A.130, the City may generally amend the comprehensive plan once a year. During the application acceptance period in September and October of 2020, the City received seven private applications to amend the Land Use Plan Map. Furthermore, there is one city-sponsored application proposed for consideration. Each of the applications under consideration are listed in the following table, along with the pages in this packet where more information can be found for each.

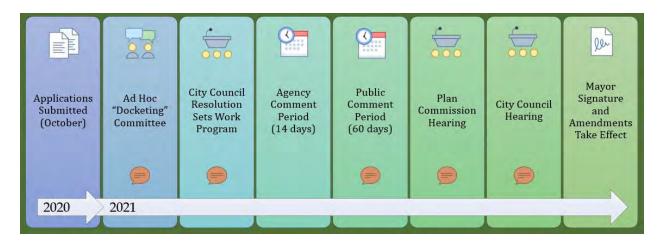
Comprehensive Plan Amendment Applications under Consideration in 2020

Application #	General Address	Neighborhood Council	Proposed Change to the Land Use Plan Map LU-1	Page #
Z20-194COMP	120 N. Magnolia St.	East Central; Adjacent to Chief Garry Park	"Light Industrial" to "CC Core"	p. 3
<u>Z20-195COMP</u>	6211 S. Meadow Lane Rd.	Latah/Hangman	Establish a new Center Designation and related map changes	p. 6
<u>Z20-196COMP</u>	S. Freya St. & Palouse Highway	Southgate	"Residential 4-10" to "Residential 15-30"	p. 9
Z20-206COMP	155 E. Cleveland Ave.	Logan; Near Nevada Heights, North Hill, Emerson/Garfield	"Residential 4-10" to "Residential 15-30"	p. 12
<u>Z20-207COMP</u>	1015 W. Montgomery Ave.	Emerson/Garfield	"Residential 4-10" to "General Commercial"	p. 15
Z20-208COMP	1022 & 1028 W. Sinto Ave.	West Central; near Emerson/Garfield	"Residential 10-20" to "Residential 15+"	p. 18
Z20-209COMP	1025 W. Spofford Ave.	West Central; Near Emerson/Garfield	"Residential 10-20" to "CC Core"	p. 21
Z21-022COMP	Map TR-5 Proposed Bike Network Map, Chapter 4	Citywide	Amendments to the Proposed Bike Network Map	p. 24

The full applications for each of these proposals can be found here:

https://my.spokanecity.org/projects/2020-2021-proposed-comprehensive-plan-amendments/

The process for each year's consideration of amendments is laid out in the Municipal Code under <u>SMC</u> <u>17G.020</u>. For your reference, the following graphic provides a rough outline of the process, which generally takes 12-14 months to complete.



Threshold Criteria

SMC 17G.020.026 states that any application to be included in the annual work program should meet the following criteria:

- A. The proposed amendment presents a matter appropriately addressed through the comprehensive plan; and
- B. The proposed amendment does not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process; and
- C. The proposed amendment can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program; and
- D. When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics; and
- E. The proposed amendment is consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendment must also be consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code; and
- F. The proposed amendment is not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process, but was not included in the Annual Comprehensive Plan Amendment Work Program, unless additional supporting information has been generated; or
- G. State law required, or a decision of a court or administrative agency has directed such a change.

Application: Z20-194COMP

Action: Map amendment to the Land Use Plan Map in Chapter 3

Applicant/Agent: Mr. Dwight Hume of Land Use Solutions & Entitlement

Site Address(es): 120 N. Magnolia Street

Neighborhood: East Central (adjacent to Chief Garry Park)

Current Land Use: Light Industrial

Proposed Land Use: CC Core

Current Zoning: Light Industrial

Proposed Zoning: CC-1 EC (Centers & Corridors Type 1, Employment Center)

Notes: This proposal would add the historic McKinley School property into the

adjacent Employment Center and allow residential development on the

parcel.



Z20-194COMP (120 N Magnolia St)Concerning parcel(s) in the East Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

EXHIBIT A: Existing Land Use Plan Map

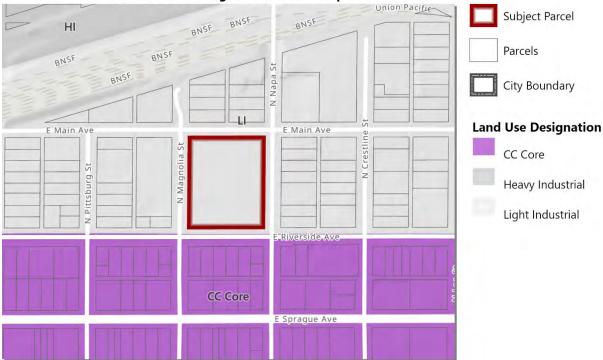
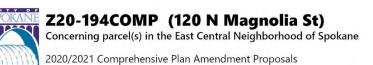


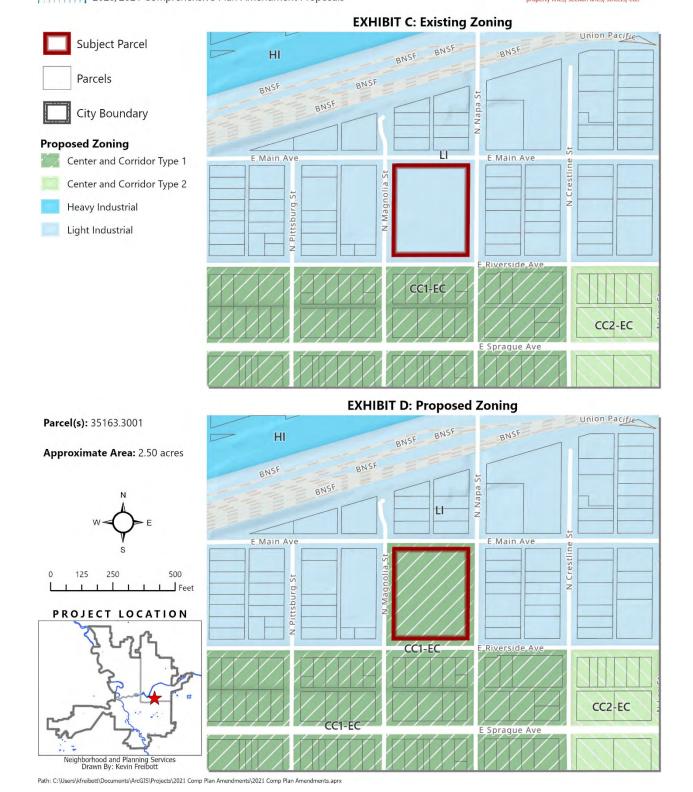
EXHIBIT B: Proposed Land Use Plan Map



 $Path: C: \label{localize} Path: C: \label{$



Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Application: Z20-195COMP

Action: Map amendment to the Land Use Plan Map in Chapter 3

Applicant/Agent: Mr. Jay Bonnett of J.R. Bonnett Engineering

Site Address(es): 6211 S. Meadow Lane Road

Neighborhood: Latah/Hangman **Current Land Use:** Residential 4-10

Proposed Land Use: CC-Core with Center Designation; R15+; R15-30; R10-20

Current Zoning: Residential Single Family **Proposed Zoning:**

CC2; RHD; RMF; RTF

Notes: This proposal seeks to establish and plan a new District Center in the

southern end of the Latah/Hangman neighborhood, adjacent to the southern City boundary. The Land Use and Zoning categories are approximate and would be determined through a planning process.

Refer to Comprehensive Plan policies LU 3.2, LU 3.3, and LU 3.4.





Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Subject Parcel

City Boundary

Parcels

EXHIBIT A: Existing Land Use Plan Map

Conservation OS

R 4-10

Campion Park

Land Use Designation

CC Core

Conservation OS

Potential OS

Res 15+

Res 4-10

Parcel(s): 34053.0020, 34053.0044, 34053.0045, 34053.0069, 34053.0070, 34071.0001, 34082.0009, 34082.0010, 34082.0012, 34082.0051

Approximate Area: 100.3 acres

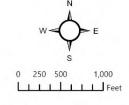


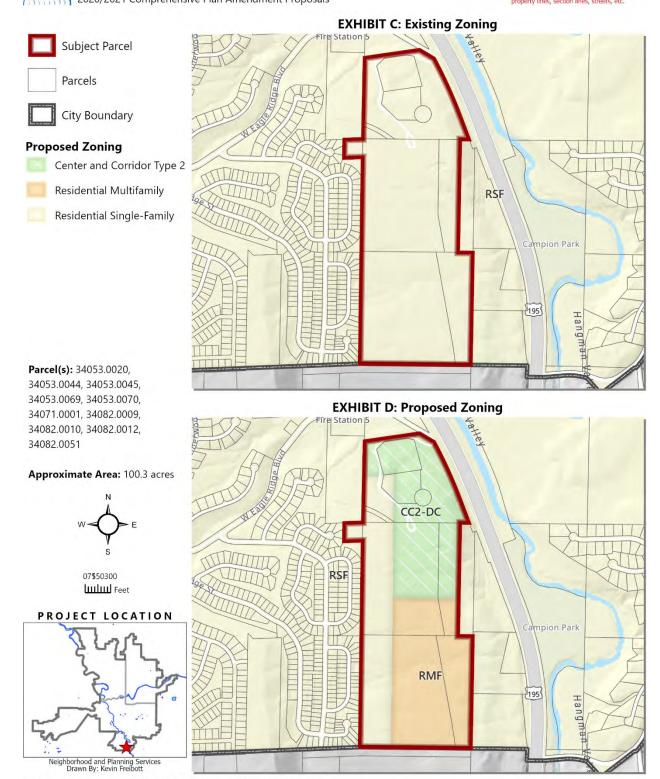


EXHIBIT B: Proposed Land Use Plan Map





Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



 $Path: C: \label{localization} Path: C: \label{localization} C: \label{localization} Path: C: \$

Application: Z20-196COMP

Action: Map amendment to the Land Use Plan Map in Chapter 3

Applicant/Agent: Mr. Ben Goodmansen of Whipple Consulting Engineers

Site Address(es): 5408 S. Freya Street; 5216 S. Palouse Highway; Unassigned Address

Neighborhood: Southgate

Current Land Use: Residential 4-10 dwelling units/acre

Proposed Land Use: Residential 15-30 dwelling units/acre

Current Zoning: RSF (Residential Single Family)

Proposed Zoning: RMF (Residential Multi Family)

Notes: This proposal seeks to increase the residential density of multiple

parcels in the vicinity of two designated District Centers.



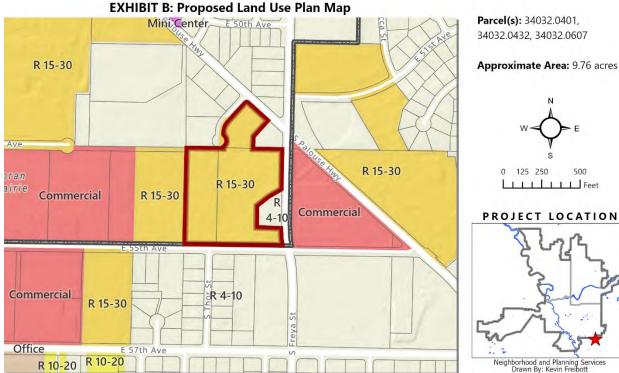


Z20-196COMP (Freya & Palouse Hwy) Concerning parcel(s) in the Southgate Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

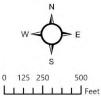




Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Parcel(s): 34032.0401, 34032.0432, 34032.0607

Approximate Area: 9.76 acres

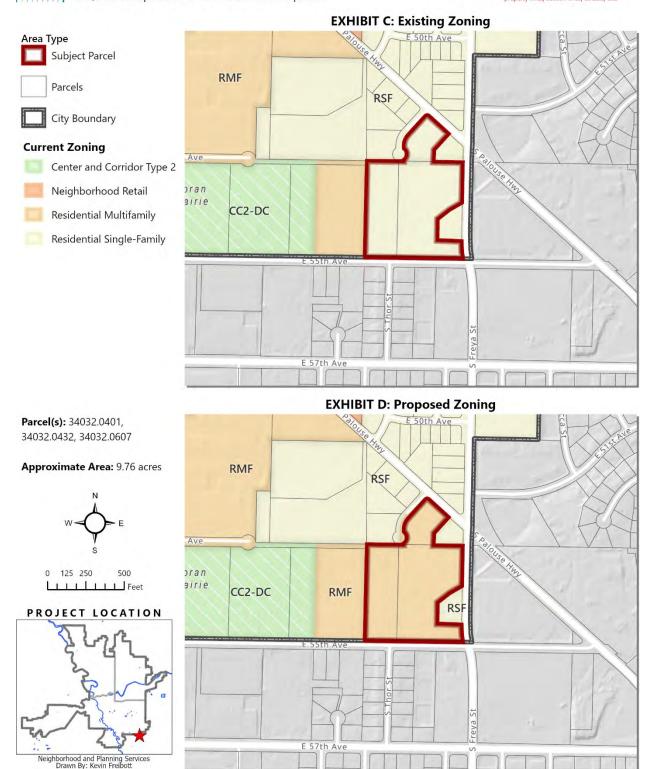




Neighborhood and Planning Services Drawn By: Kevin Freibott

Z20-196COMP (Freya and Palouse Hwy) Concerning parcel(s) in the Southgate Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



 $Path: C: \label{localize} Path: C: \label{$

Application: Z20-206COMP

Action: Map amendment to the Land Use Plan Map in Chapter 3

Applicant/Agent: Ms. Lindsay Kornegay of Witherspoon Kelley

Site Address(es): 155 E. Cleveland Avenue

Neighborhood: Logan (near Nevada Heights, North Hills, Emerson/Garfield)

Current Land Use: Residential 4-10 dwelling units/acre

Proposed Land Use: Residential 15-30 dwelling units/acre

Current Zoning: RSF (Residential Single Family)

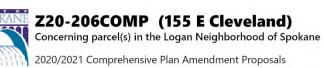
Proposed Zoning: RMF (Residential Multi-Family)

Notes: This proposal would increase the residential density of a single parcel

near, but not adjacent to, Division Street. A large WSDOT facility is

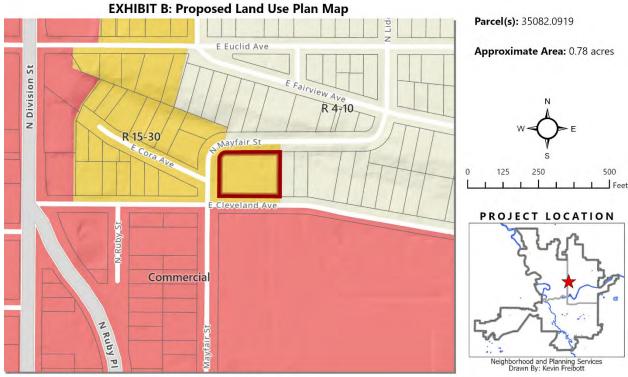
located directly to the south, across E. Cleveland Avenue.





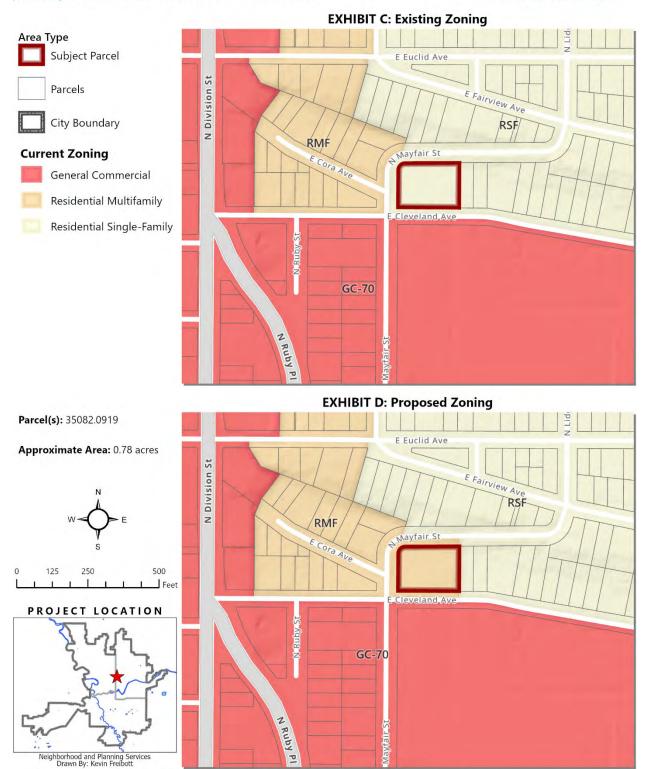
Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.







Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Application: Z20-207COMP

Action: Map amendment to the Land Use Plan Map in Chapter 3

Applicant/Agent: Mr. Dwight Hume of Land Use Solutions & Entitlement

Site Address(es): 1015 W. Montgomery Avenue

Neighborhood: Emerson-Garfield

Current Land Use: Residential 4-10 dwelling units/acre

Proposed Land Use: General Commercial

Current Zoning: Residential Single Family

Proposed Zoning: CC2, DC (Centers & Corridors, Type 2- District Center)

Notes: This proposal is requested to allow new development on commonly

owned parcels facing the North Monroe streetscape improvements made a few years ago. Those parcels owned by the same entity are

shown in hashmarks below.



Z20-207COMP (1015 W Montgomery) Concerning parcel(s) in the Emerson Garfield Neighborhood of Spokane

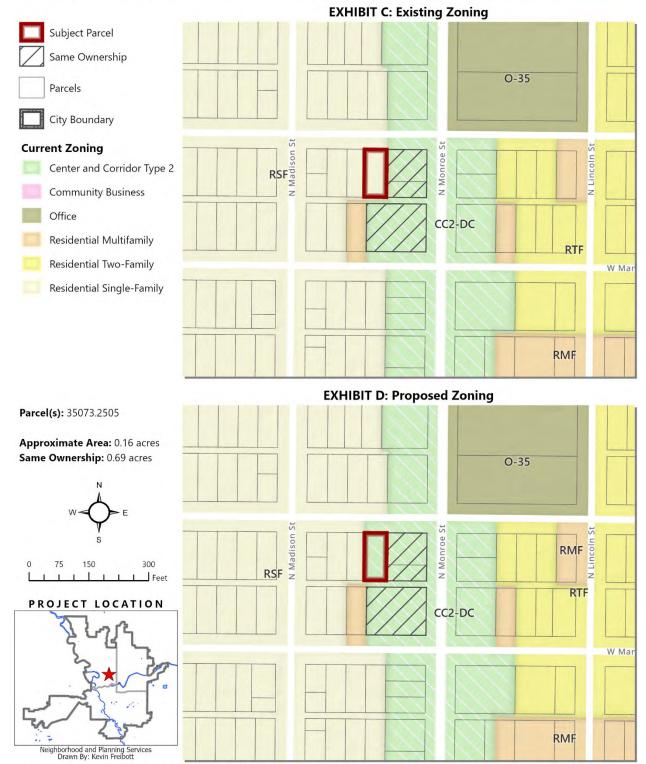
2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Z20-207COMP (1015 W Montgomery) Concerning parcel(s) in the Emerson Garfield Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



 $Path: C: \label{localized-localize$

Application: Z20-208COMP

Action: Map amendment to the Land Use Plan Map in Chapter 3

Applicant/Agent: Mr. Dwight Hume of Land Use Solutions & Entitlement

Site Address(es): 1022 & 1028 W. Sinto Avenue

Neighborhood: West Central (near Emerson/Garfield)

Current Land Use: Residential 10-20 dwelling units/acre

Proposed Land Use: Residential 15+ dwelling units/acre

Current Zoning: RTF (Residential Two Family)

Proposed Zoning: RHD (Residential High Density)

Notes: This proposal has been proposed to possibly redevelop these parcels

with new multi-family uses, although no such proposal has been developed or submitted as yet. Both parcels are in common ownership and are within the Monroe Street Corridor, a designated but unplanned

Corridor on the Land Use Plan Map.



Z20-208COMP (1022 & 1028 W Sinto) Concerning parcel(s) in the West Central Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

20, 2021 Comprehensive Flam, American Environment

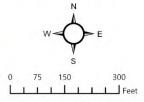
Drawn: 1/29/2021 THIS IS NOT A LEGAL DOCUMENT The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map is shoul not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc. Subject Parcel





Parcel(s): 35182.2405, 35182.2406

Approximate Area: 0.46 acres





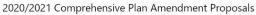
 $Path: C: \label{localize} Path: C: \label{$

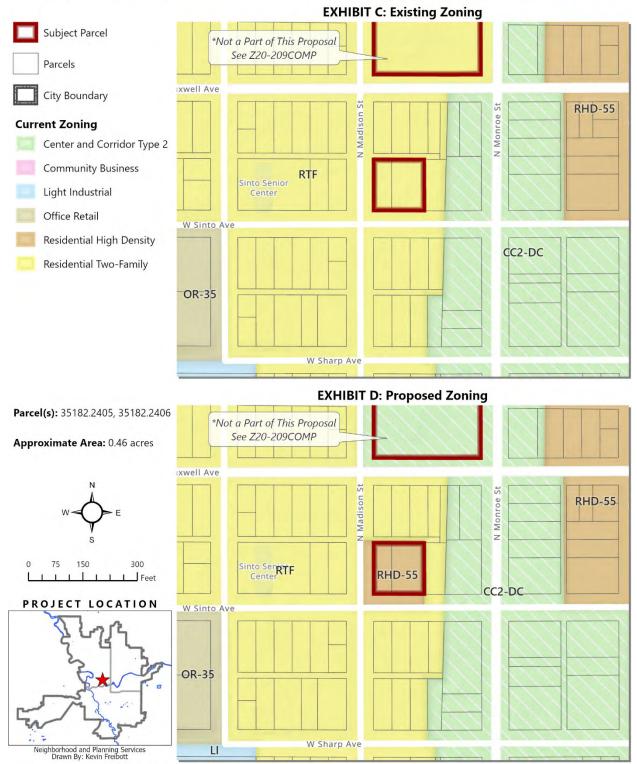
Institutional

W Sharp Ave

Z20-208COMP (1022 & 1028 W Sinto) Concerning parcel(s) in the West Central Neighborhood of Spokane

Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.





Application: Z20-209COMP

Action: Map amendment to the Land Use Plan Map in Chapter 3

Applicant/Agent: Ms. Kandis Larsen of Integrus Architecture

Site Address(es): 1025 W. Spofford Avenue

Neighborhood: West Central (near Emerson/Garfield)

Current Land Use: Residential 10-20

Proposed Land Use: CC Core (Centers & Corridors Core)

Current Zoning: Residential Two Family

Proposed Zoning: CC2 (Centers & Corridors, Type 2)

Notes: This proposal has been made to accommodate the School District's

planned rebuild and update of The Community School, currently located on the site. The applicant seeks to develop in a more Corridor-consistent manner as the site is located within the designated, but

unplanned, Monroe Street Corridor.





Z20-209COMP (1025 W Spofford)Concerning parcel(s) in the West Central Neighborhood of Spokane

2020/2021 Comprehensive Plan Amendment Proposals

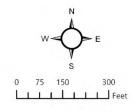
Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.





Parcel(s): 35076.3915

Approximate Area: 1.9 acres

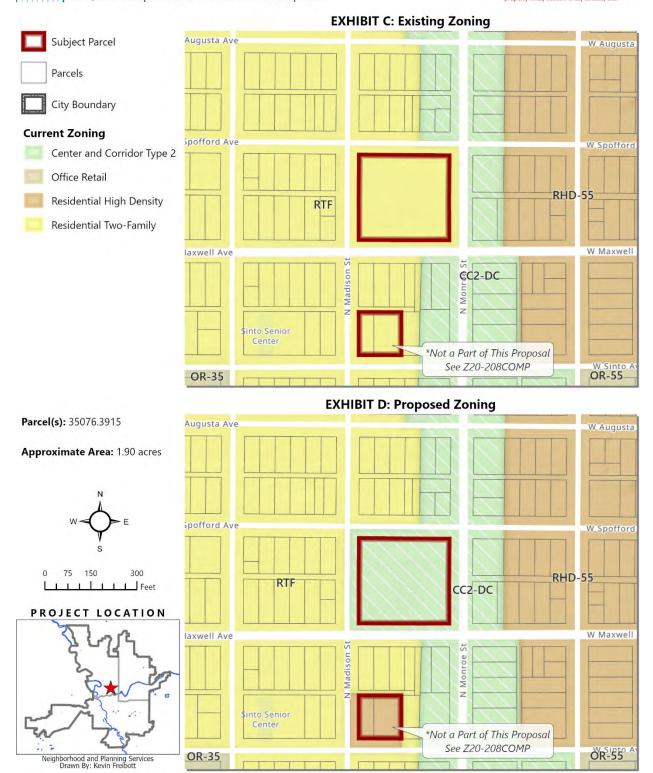




 $Path: C: \label{localize} Path: C: \label{$

Z20-209COMP (1025 W Spofford) Concerning parcel(s) in the West Central Neighborhood of Spokane 2020/2021 Comprehensive Plan Amendment Proposals

Drawn: 1/29/2021
THIS IS NOT A LEGAL DOCUMENT
The information shown on this map is compiled from various sources and is subject to constant revision.
Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2021 Comp Plan Amendments.aprx

Application: TBD

Action: Map amendment to the Proposed Bike Network Map TR-4 in Chapter 4

Applicant/Agent: CITY-SPONSORED—Planning Services and Integrated Capital

Management

Site Address(es): n/a

Neighborhood: Various

Notes: Following a successful program last year with various amendments

made to the map, increased public interest and awareness of this effort as well as close consultation with the Bicycle Advisory Board and other entities has resulted in a few additional amendments requested this

year.

The following changes to the Bike Network Map are draft in nature and may change during the next months, as the proposal is refined and

finalized.

Ref #	Street	From	То	Description
1	High Drive	21st	29th	Remove shared-use path designation
2	26th Ave	Havana	Ray	Add as a bike-friendly route
3	Havana	Dearborn	19th	Shift from soft-surface to shared-use
4	Havana	29th	37th	Shift from soft-surface to shared-use
3	Cannon St	Wellesley	Rowan	Add as bike-friendly route
4	Everett Ave	Division	Assembly	Extend neighborhood greenway
5	37th Ave	Perry	Regal	Change to bike lanes
6	Cedar	3rd	Riverside	Add as bike lanes
7	42nd Ave	Crestline	Cook	Extend neighborhood greenway
8	Pacific Ave	Howard	Sherman	Update to Greenway designation
9	3rd Ave	Sherman	Arthur	Update to shared-use path
10	Rhoades-Weile	Post	Standard	Neighborhood Greenway
11	Longfellow Ave	NW Blvd.	Market	Neighborhood Greenway
13	9 Mile Rd.	Francis	Rifle Club	Add shared-use path designation
	Altamont Circle greenway adjustments	Fiske	9th Ave.	Extend to Benn Burr Trail off 9th Ave, link to
14				Fiske on 12th
	Jackson-Montgomery-Knox Greenway	Pittsburg	Belt	Upgrade designation to neighborhood
				greenway on Montgomery and Knox from
				bike-friendly route, add Jackson from
15				Pittsburg to Astor
16	Thorpe Rd.	Westwood Ln.	Trainor Rd.	Update from bike lane to pathway

SPOKANE Z21-022COMP: Overview of Changes to Bike Map (Map TR-5)

Drawn: 2/26/2021

THIS IS NOT A LEGAL DOCUMENT

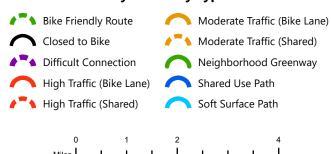
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

2020/2021 Comprehensive Plan Amendment Proposals

INGEGIAL ALCO	E Peon	те ка
ir		-(
2414 ft		
	6	
8		
	et s	
	ark	
W Francis Ave	N Narket St	
	vo z Z	
Riverside State Park	(7) L	
10	Z UTL-	
Maple St.		
N Maple St.		
N N N N N N N N N N N N N N N N N N N	dlts Field Municip	
S t Drive	Aisort	
arkway		Rd
	E Mission Ave	Park Rd
4	5	Z
		5
	E-2nd Ave E-4th Ave	
90	E 8th Ave	
2		Di N
2	9	
	2	
	1	Diele
nt'l	35th Avenue	Dish Con:
High Drive	Park	Area :
S Assembly Rd		
SSS	(3)	
S. A	Hangman Conservation	
	Collect vati	
Hallett Rd	N N	9
B /// -	w-O	> E
ve-Rd	y s	
Path: C:\Users\kfreibott\Documents\ArcGIS\Projects\2021 Comp Plan Amendments\2	2021 Comp Plan Amendments anny	

Mod	Name	Description
1	W High Dr	Remove shared-use path designation, retain bike lane.
2	S Harvard St	Change soft-surface path portions to shared-use path.
3	E 37th Ave	Change shared street to bike lanes.
4	S Cedar St	Add bike lanes.
5	Pacific Ave	Change bike-friendly route to neighborhood greenway.
6	Weile & Rhoades Ave	New neighborhood greenway.
7	Longfellow Ave	Change bike-friendly route to neighborhood greenway.
8	W Nine Mile Falls	Change shared street to shared use path.
9	Altamont Circle (Various Streets)	Modification of existing neighborhood greenway route.
10	Jackson-Montgomer- Knox Greenway	Change bike-friendly route to neighborhood greenway, add new sections on E Jackson Ave.
11	W Thorpe Rd	Change bike lanes to shared use path.

Bicycle Facility Types



Drawing Scale: 1:120,000

Neighborhood and Planning Services Drawn By: Kevin Freibott

Spokane City Council Docketing Committee – February 17, 2021 FINDINGS, CONCLUSIONS, and RECOMMENDATION

Comprehensive Plan Amendment Application Nos. Z20-194COMP, Z20-195COMP, Z20-196COMP, Z20-206COMP, Z20-207COMP, Z20-208COMP, and Z20-209COMP.

FINDINGS:

- A. The Washington State Legislature passed the Growth Management Act ("GMA") in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36. 70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001, and substantially amended it in 2017, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C. Under GMA, comprehensive plans generally may be amended no more frequently than once per year. All amendment proposals must be considered concurrently, in order to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.
- D. SMC 17G.020.010(8) lists the guiding principles for processing applications seeking to amend the Comprehensive Plan, as follows:
 - a. Keep the comprehensive plan alive and responsive to the community.
 - b. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
 - c. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
 - d. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
 - e. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
 - f. The proposed changes must result in a net benefit to the general public.

- E. SMC 17G.020.025 establishes a threshold review process to be undertaken by an ad hoc City Council committee known as the "docketing committee."
- F. Notice of the ad hoc committee meeting was provided via email to affected city neighborhood council leadership on February 11, 2021.
- G. The docketing committee reviews comprehensive plan amendment applications at the threshold review stage for compliance with six specific criteria, codified at SMC 17G.020.026.
- H. The docketing committee met on February 17, 2021 at 11:30 a.m. in an online meeting via the WebEx software, and reviewed applications Z20-194COMP, Z20-195COMP, Z20-196COMP, Z20-206COMP, Z20-207COMP, Z20-208COMP, and Z20-209COMP (the "Applications").
- I. Staff provided an overview of the decision criteria for threshold review of a Comprehensive Plan amendment application as prescribed by SMC 17G.020.026, Threshold Review Decision Criteria.
- J. Written public comments received as of February 16, 2021 were forwarded to the committee.
- K. Applicants were given an opportunity to address the docketing committee regarding their respective applications.

CONCLUSIONS:

Based upon the application materials, staff, applicant testimony, and public comments received, the docketing committee concludes that five of the six proposed amendments to the Comprehensive Plan satisfy the threshold review criteria, as detailed in SMC 17G.020.026, and recommend to the City Council that five proposals should be included in the Annual Comprehensive Plan Amendment Work Program for 2021, subject to the following.

- The docketing committee finds, regarding applications Z20-194COMP (120 N Magnolia), Z20-195COMP (6211 S Meadow Lane), Z20-206COMP (155 E Cleveland), Z20-207COMP (1015 W Montgomery), Z20-208COMP (1022 & 1028 W Sinto), and Z20-209COMP (1025 W Spofford):
 - a) The proposed amendments present matters appropriately addressed through the comprehensive plan.
 - b) The proposed amendments do not raise policy or land use issues that are more appropriately addressed by an ongoing work program approved by the City Council or by a neighborhood or subarea planning process.

- c) The proposed amendments can be reasonably reviewed within the resources and time frame of the Annual Comprehensive Plan Amendment Work Program.
- d) When expansion of the geographic scope of an amendment proposal is being considered, shared characteristics with nearby, similarly situated property have been identified and the expansion is the minimum necessary to include properties with those shared characteristics.
- e) The proposed amendments are generally consistent with current general policies in the comprehensive plan for site-specific amendment proposals. The proposed amendments are also consistent with policy implementation in the Countywide Planning Policies, the GMA, or other state or federal law, and the Washington Administrative Code.
- f) The proposed amendments are not the same as or substantially similar to a proposal that was considered in the previous year's threshold review process but was not included in the Annual Comprehensive Plan Amendment Work Program.
- g) State law does not require, nor has a decision of a court or administrative agency directed, such changes.
- 2. With respect to application Z20-196COMP (Freya and Palouse Highway), the docketing committee made no recommendation.
- 3. With respect to application Z20-208COMP (1022 & 1028 W Sinto), the docketing committee recommends that the application be modified to include the following additional nearby parcels:

35182.2401	35182.2404
35182.2402	35182.2407
35182.2403	35182.2409

4. The docketing committee finds, regarding application Z20-195COMP (6211 S Meadow Lane), that the proposal would likely require more time and resources than is currently available in the annual Comprehensive Plan Amendment process and recommends that the request for a new center, as well as the center type, location, boundaries, size, and mix of land uses in a proposed center should be determined through a city-approved sub-area planning process that is inclusive of all interested stakeholders, including other nearby businesses and property owners, and the affected neighborhood(s). This consideration would need to be conducted by a process that is separate from the other applications considered as time and resources permit.

RECOMMENDATION:

Based on the foregoing findings and conclusions, the docketing committee voted to recommend the following:

- Application Z20-194COMP (120 N Magnolia) is recommended to be included in the work program (M: Mr. Francis, S: CM Stratton, 6:0 vote).
- Application Z20-195COMP (6211 S Meadow Lane) is recommended to be separated from the annual amendment process and considered as a Sub-Area Planning process, one which may include expanded areas as Council and the Planning Department considers appropriate (M: Mr. Francis, S: Mr. Sanderson, 6:0 vote).
- Application Z20-206COMP (155 E Cleveland) is recommended to be included in the work program (M: CM Stratton, S: Mr. Francis, 6:0 vote).
- Application Z20-207COMP (1015 W Montgomery) is recommended to be included in the work program (M: Mr. Francis, S: CM Kinnear, 6:0 vote).
- Application Z20-208COMP (1022 & 1028 W Sinto) is recommended to be included in the work program, with the recommended expansion of the project area (M: Mr. Francis, S: Mr. Baker, 6:0 vote).
- Application Z20-209COMP (1025 Spofford Avenue) is recommended to be included in the work program (M: Mr. Francis, S: CM Stratton, 6:0 vote).

Councilmember Candace Mumm, Chair

Candace Mumm

Date

2/26/21

From: Colleen Gardner
To: Freibott, Kevin

Subject: Re: Docketing Committee Meeting - 2021 Comprehensive Plan Amendments

Date: Thursday, February 11, 2021 2:49:28 PM

Attachments: image002.png

image003.png image004.png

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Regarding the change requested at 120 N Magnolia, The developer needs to be able to make the best use of the site that enhances and adds to quality of life for current residents in that area.

A mixed use building will be a great assent to that area and surrounding community as well as Spokane as a whole.

As chair of the neighborhood that is directly adjacent, I feel this will help not only the surrounding area but also lend itself to potential development in the adjacent Neighborhoods.

There is nothing to be gained by leaving it as is ,leaving current zoning in place is more of a deterrent to future development and investments for the community. Given the time and expense the CIty and businesses have invested in the Sprague corridor this change only makes sense in the continued effort to improve this area.

These comments are being given as an individual not as an endorsement on behalf of the adjacent Neighborhood.

Colleen Gardner Co-chair Chief Garry Park
 From:
 Terese Palaia

 To:
 Freibott, Kevin

 Subject:
 Z20 195 comp

Date: Friday, February 12, 2021 2:07:50 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Kevin,

I am writing to suggest that the proposed zone change for 6211 S Meadow Lane should not be entertained.

It is well and good to suggest that the propsed change is in keeping with the ideals of high density in urban areas to avoid sprawl

but it is downright disingenous to suggest that creating more housing and a commercial area at the base of the Hatch hill isn't going to further

complicate the already severe and growing safety issues on SR195. There are already several proposed developments in the works

that represent several thousand more daily trips on SR195 between Hatch Rd and Interstate 90. We need to address the infrastructure

first before we add more development.

That's my piece. Thanks for listening.

Terese Palaia 25 E Stutler Rd Spokane WA 99224 From: <u>Jean Wells</u>

To: <u>Kinnear, Lori; Wilkerson, Betsy; Freibott, Kevin</u>

Cc: <u>Jean Wells</u>

Subject: Proposed Revised Development: Applicant/Whipple Consulting Engineers; Owner/Diamond Rock Construction &

920 Evergreen LLC

Date: Tuesday, February 16, 2021 4:08:34 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Proposed Amendment submitted to Kevin Feibott w/City of Spokane, Planning Services, dated October 23, 2020

Developer/owner is Dennis Crapo:

Assessor's Parcel No. 34032.0607 address 5216 S Palouse Hwy; 34032.0401 address 5335 S Freya St; and 34032.0432 unassigned address

Revised Proposal: Comprehensive Plan Amendment and Rezone from "Resident Single-Family (RSF) Residential 4-10 **to Residential Multifamily (RMF Residential 15-30**

My property is adjacent to the proposed revised development: Parcel No. 34032.0601 address 5224 S Palouse Hwy (aka and mailing address 5304 S Freya St.)

Question: Will the RMF 15-30 development be Market Rate or Subsidized?

Concerns:

- 1) Traffic has increased to the point that Palouse Highway and Freya St have become hazardous for pedestrians and motorists. This development will create more congestion.
- 2) Speed limit should be reduced, which is currently 35 mph on Palouse Hwy
- 3) Entering and exiting my property at 5224 S Palouse Hwy (aka/mailing address 5304 S Freya). Currently, entering and existing my property is a problem. Please ask the developer to address how his development will impact my ability to safely enter and exit my property on Palouse Hwy.
- 4) Parking for tenants (Palouse Hwy is not a safe option)
- 5) Will water drainage be handled adequately to reduce or maintain underground water flow, similarly to drainage system at parcel 34031.0459 address 3715 E 55th Ave. It looks like a moat (deep ditch to contain standing water, stormwater drainage system).

Drainage ditches need to be improved and developers have to be accountable to the problems they create for those of us who need the drainage ditches open and built past existing property owners. New development, in this area, has created excessive surface

water.

Thank you, Gloria Jean Wells

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/19/2021
03/29/2021		Clerk's File #	RES 2021-0024
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MIKE ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	RESOLUTION APPROVING SETTLEMEN	Т	

Agenda Wording

Resolution approving settlement amount of \$500,000.00

Summary (Background)

City of Spokane received a Claim for Damages brought by Murphy Brothers, d/b/a Shamrock Paving, Inc., for loss of production, loss of profit and increased expenses on Engineering Project No. 2012115

Lease? NO Gr	rant related? NO	Public Works? YES		
Fiscal Impact		Budget Account		
Expense \$ 500,000.00		# TBD		
Select \$		#		
Select \$		#		
Select \$		#		
Approvals		Council Notification	<u>s</u>	
Dept Head	ORMSBY, MICHAEL	Study Session\Other	3/8/21 Exec. Session	
Division Director		Council Sponsor C.P. Beggs		
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List		
<u>Legal</u>	PICCOLO, MIKE	smsimmons@spokanecity.	org	
For the Mayor	ORMSBY, MICHAEL	mfeist@spokanecity.org		
Additional Approvals		ktwohig@spokanecity.org		
<u>Purchasing</u>		nzollinger@spokanecity.org		
		mormsby@spokanecity.org		

RESOLUTION NO. 2021-0024

RESOLUTION RE SETTLEMENT OF CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane received a Claim for Damages brought by Murphy Brothers, d/b/a Shamrock Paving, Inc. (hereinafter referred as "Claimant"), for loss of production, loss of profit and increased expenses on City of Spokane Engineering Project No. 2012115 which occurred during the 2015 and 2016 construction seasons in the City of Spokane, as more fully described in the Claim for Damages filed in with the City Clerk on or about January 2, 2020 and other material provided by Claimant; and

WHEREAS, the City of Spokane has determined to resolve all differences with the Claimant and any third parties who may claim a subrogated interest against the City for a payment of \$500,000.00 total monies, and Claimant has agreed to accept said payment and in return to dismiss with prejudice their claim against the City of Spokane.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

That payment be made in the amount of \$500,000.00 to Claimant as designated in the executed Settlement and Release Agreement, without admission of fault or liability, as a settlement and compromise of the above-referenced claim, in return for a full and final signed release fully extinguishing all claims by Claimant in connection with the Project Contract and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said case and claim.

PASSED the City Council th	nis day of	, 2021.
	City Clerk	
Approved as to form:	City Clerk	
Assistant City Attorney		

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/5/2021
03/22/2021		Clerk's File #	ORD C36024
		Renews #	
Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
	DEVELOPMENT		
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	LE 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 G	rant related? NO	Public Works? NO		
<u>Fiscal</u>	<u>Fiscal Impact</u> <u>Budget Account</u>				
Neutral	\$		#		
Select	\$		#		
Select	\$		#		
Select	\$		#		
Approv	Approvals Council Notifications				
Dept He	ad	MEULER, LOUIS	Study Session\Other	PC-9/23/20 & 11/11/20,	
				UE 1/11/21, CA 12/3/20	
Division	<u>Director</u>	BECKER, KRIS	Council Sponsor	CM Kinnear	
<u>Finance</u>		ORLOB, KIMBERLY	Distribution List		
Legal		RICHMAN, JAMES	abeck@spokanecity.org		
For the	<u>Mayor</u>	ORMSBY, MICHAEL	Imeuler@spokanecity.org		
Additio	nal Approval	<u>s</u>	tblack@spokanecity.org		
Purchas	sing		jrichman@spokanecity.org		
			sbishop@spokanecity.org		

City Council Urban Experience Briefing Paper Spokane Municipal Code Maintenance Project - Phase I January 11, 2021

Division & Department:	Planning Services		
Subject:	Code Maintenance - various chapters of Spokane Municipal Code		
Date:	January 11, 2021		
Contact (email & phone):	625-6087 mwittstruck@spokanecity.org		
City Council Sponsor:	Councilmember Mumm		
Executive Sponsor:	e Sponsor: Tirrell Black		
Committee(s) Impacted:	Urban Experience		
Type of Agenda item:	Hearing Discussion Strategic Initiative		
Alignment: (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.		
Strategic Initiative:	Continuous Improvement and Innovation, Sustainable City, Customer Service.		
Deadline:	Project Phase I complete March 2021		
Outcome: (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				
Annual/Reoccurring expenditure?				
If new, specify funding source:				
Other budget impacts: (revenue generating, match requirements, etc.)				
Operations Impact:				
Consistent with current operations/policy? Requires change in current operations/policy? Yes No N/A N/A				
Requires change in current operations/policy? Tyes 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.

Table of Contents

Phase I Code Maintenance - sections of code proposed for minor amendments

- 1. **S**MC 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

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 <u>Table</u> <u>17C.110-1</u> 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 <u>Table 17C.110-1</u> 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 <u>SMC 17C.320.080</u>, ((<u>Design Criteria</u>)) <u>Decision Criteria</u>, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from <u>Table 17C.110-1</u>.

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, 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 <u>Table 17C.124-1</u> 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 <u>chapter 17C.220 SMC</u>, 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**

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)

r following matrix serves for informational purposes only and should rpreted as law. Departments may administratively update this matrix for th rmation. See Washington Administrative Code (WAC) chapter 197-11, a visions set forth in this ordinance for specific SEPA exemption rules and regul

ACTIVITY	EXEMPT	NON-EXE
Rezone		×
Special Permit Use Permit When Project Meets Flexible Thresholds	×	

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.
 - ((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**

17G.040.040 (B) Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria

<u>Chapter 17G.040</u> 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 <u>Title 17 SMC</u> 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**

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 <u>chapter 17E.050</u> <u>SMC</u>, Division F; <u>chapter 17G.010 SMC</u>, Division I; and the development codes.
- 2. The director of engineering services or his designee is responsible for <u>chapter 17D.020 SMC</u>, <u>chapter 17D.070 SMC</u>, <u>chapter 17E.010 SMC</u>, <u>chapter 17E.050 SMC</u>, <u>chapter 17G.080 SMC</u>, 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.050 SMC and chapter 17G.080 SMC
- Type of code amendment: **Minor**

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**

17G.070.220 (A) Administration and Procedures; Planned Unit Developments; Vesting

Strikethrough "Title 11 SMC and" (repealed)

<u>Chapter 17G.070</u> 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**

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.
 - 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.

Alternative or Post Incarceration Facilities.
 Group living uses which consist of alternative or post incarceration facilities are conditional uses.

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]. Ministorage 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		
	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 IV17E.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.



Todd Beyreuther, President Spokane Plan CommissionMarch 3, 2021

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/5/2021
03/22/2021		Clerk's File #	ORD C36025
		Renews #	
Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
	DEVELOPMENT		
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 G	irant related? NO	Public Works? NO	
<u>Fiscal</u>	<u>Impact</u>		Budget Account	
Neutral	\$		#	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approv	/als		Council Notification	<u>s</u>
Dept He	ead ead	MEULER, LOUIS	Study Session\Other	PC-9/23/20 & 11/11/20,
				UE 1/11/21, CA 12/3/20
Division	n Director	BECKER, KRIS	Council Sponsor	CM Kinnear
Finance	<u>)</u>	ORLOB, KIMBERLY	Distribution List	
Legal		RICHMAN, JAMES	abeck@spokanecity.org	
For the	Mayor	ORMSBY, MICHAEL	Imeuler@spokanecity.org	
Additio	onal Approval	<u>s</u>	tblack@spokanecity.org	
Purchas	sing		jrichman@spokanecity.org	
			sbishop@spokanecity.org	

City Council Urban Experience Briefing Paper Spokane Municipal Code Maintenance Project - Phase I January 11, 2021

Division & Department:	Planning Services		
Subject:	Code Maintenance - various chapters of Spokane Municipal Code		
Date:	January 11, 2021		
Contact (email & phone):	625-6087 mwittstruck@spokanecity.org		
City Council Sponsor:	Councilmember Mumm		
Executive Sponsor:	Tirrell Black		
Committee(s) Impacted:	Urban Experience		
Type of Agenda item:	Hearing Discussion Strategic Initiative		
Alignment: (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.		
Strategic Initiative:	Continuous Improvement and Innovation, Sustainable City, Customer Service.		
Deadline:	Project Phase I complete March 2021		
Outcome: (deliverables, delivery duties, milestones to meet)	Amend Phase I of Spokane Municipal Code (SMC) for Maintenance in legislative action. Internal review completed November 2020.		
Rackground			

<u>Background</u>

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			
Annual/Reoccurring expenditure?			
If new, specify funding source:			
Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:			
Consistent with current operations/policy? Requires change in current operations/policy? Yes No N/A N/A			
Requires change in current operations/policy? Tyes 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.

Table of Contents

Phase I Code Maintenance - sections of code proposed for minor amendments

- 1. **S**MC 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

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 <u>Table</u> <u>17C.110-1</u> 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 <u>Table 17C.110-1</u> 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 <u>SMC 17C.320.080</u>, ((<u>Design Criteria</u>)) <u>Decision Criteria</u>, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from <u>Table 17C.110-1</u>.

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, 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 <u>Table 17C.124-1</u> 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 <u>chapter 17C.220 SMC</u>, 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**

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)

r following matrix serves for informational purposes only and should rpreted as law. Departments may administratively update this matrix for th rmation. See Washington Administrative Code (WAC) chapter 197-11, a visions set forth in this ordinance for specific SEPA exemption rules and regul

ACTIVITY	EXEMPT	NON-EXE
Rezone		×
Special Permit Use Permit When Project Meets Flexible Thresholds	×	

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.
 - ((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**

17G.040.040 (B) Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria

<u>Chapter 17G.040</u> 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 <u>Title 17 SMC</u> 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**

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 <u>chapter 17E.050</u> <u>SMC</u>, Division F; <u>chapter 17G.010 SMC</u>, Division I; and the development codes.
- 2. The director of engineering services or his designee is responsible for <u>chapter 17D.020 SMC</u>, <u>chapter 17D.070 SMC</u>, <u>chapter 17E.010 SMC</u>, <u>chapter 17E.050 SMC</u>, <u>chapter 17G.080 SMC</u>, 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.050 SMC and chapter 17G.080 SMC
- Type of code amendment: **Minor**

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**

17G.070.220 (A) Administration and Procedures; Planned Unit Developments; Vesting

Strikethrough "Title 11 SMC and" (repealed)

<u>Chapter 17G.070</u> 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**

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.
 - 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:

<u>Section 1.</u> 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		Х
((Special Permit Use Permit)) Conditional Use Permit When Project Meets Flexible Thresholds	Х	
Variances (Not including change in use or density)	X	
Short Plats or Short Subdivisions	X ¹	
Short Plat Within Land Previously Platted		Х
License for Discharge to Water		Х
Activities Critical Areas		X
Annexation Into A City	Х	
License for Discharge to Air		Х
< 20 Dwelling Units	Х	
Agricultural Buildings <20,000 Square Foot	Х	
Office, School, Commercial, Recreational, Service, Storage Buildings < 12,000 Square Feet And Up to 40 Parking Spaces	Х	
Parking Lots < 40 Parking Spaces	Х	
Landfills And Excavations < 500 Cubic Yards	Х	

ACTIVITY	EXEMPT	NON-EXEMPT
Transit Stops	Х	
Signs And Signals	Х	
Minor Road Repair Including Pedestrian and Bike Facilities	Х	
Additions To Building Below the Flexible Thresholds	Х	
Building Demolition Below Flexible Thresholds	X	
Demolition of Buildings of Historic Significance		Х
Underground Tanks < 10,000 gallons	X	
Vacation of Streets And Roads	X	
Hydrological Measuring Devises	X	
Survey and Boundary Markers	Х	
Repair, Remodeling, Maintenance or Existing Structures	X	
Minor Repair or Replacement of Structures	x ¹	
Dredging		Х
Reconstruction/Maintenance Shoreline Protection Measures		×
Replacement of Utilities/ Utility Lines	X ³	
Repair/Rebuilding Dams, Dikes or Reservoirs		Х
Water Rights and Structures For <50 c/f/s of Surface Water for Irrigation	Х	
Water Rights and Structures For 1 c/f/s or 2,250 g/p/m or Ground Water	Х	
Sale, Transfer, Exchange or Lease of Land	Х	

ACTIVITY	EXEMPT	NON-EXEMPT
Closure of Schools (Plan)	X	
Open Burning	Х	
Variances Under the Clean Air Act	Х	
Issuance, Renewal, Revision of Air Operating Permit	Х	
Water Quality Certifications	Х	
Activities of Fire and Law Enforcement Exempt Construction	Х	
Proposal Or Adoption of Rules, Regulations, Resolutions Ordinance or Plan Relating To Procedures and Contains No Standards	Х	
Adoption of State Building Codes	Х	
Adoption of Noise Ordinances	Х	
Installation, Construction, Relocation Of Utilities Except The Following:	X ¹	
 Communication Towers or Relay Stations Stormwater, Water and Sewer with lines > 8 inches Electrical Facilities and Lines > 55,000 Volts 		
Grants Of Franchise By Agencies To Utilities	Х	
Class I, II, II Forest Practice Permits/Regulations	Х	
Recreational Sites Development <12 Campsites	Х	
Watershed Restoration Projects Pursuant To a Restoration Plan	Х	
Microcell Attached To Structure No Residence or School On-site	Х	

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.	Х	

¹Applies to land not covered by water.

PASSED by the City Council on	<u> </u>	
	Council President	
Attest:	Approved as to form:	
City Clerk	Assistant City Attorney	
Mayor	 Date	
	Effective Date	

²Under 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.

³Some utility replacements are non-exempt. See WAC for specifics (i.e. replacement of transmission line for natural gas is not exempt).

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 IV17E.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. <u>Shaping Spokane</u>, 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.



Todd Beyreuther, President Spokane Plan Commission

March 3, 2021

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/5/2021
03/22/2021		Clerk's File #	ORD C36026
		Renews #	
Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
	DEVELOPMENT		
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 G	rant related? NO	Public Works? NO	
<u>Fiscal</u>	<u>Impact</u>		Budget Account	
Neutral	\$		#	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approv	<u>als</u>		Council Notifications	
Dept He	ad ad	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
<u>Finance</u>		ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>		RICHMAN, JAMES	abeck@spokanecity.org	
For the Mayor		ORMSBY, MICHAEL	Imeuler@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

Division & Department:	Planning Services		
Subject:	Code Maintenance - various chapters of Spokane Municipal Code		
Date:	January 11, 2021		
Contact (email & phone):	625-6087 mwittstruck@spokanecity.org		
City Council Sponsor:	Councilmember Mumm		
Executive Sponsor:	Tirrell Black		
Committee(s) Impacted:	Urban Experience		
Type of Agenda item:	Hearing Discussion Strategic Initiative		
Alignment: (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.		
Strategic Initiative:	Continuous Improvement and Innovation, Sustainable City, Customer Service.		
Deadline:	Project Phase I complete March 2021		
Outcome: (deliverables, delivery duties, milestones to meet)	Amend Phase I of Spokane Municipal Code (SMC) for Maintenance in legislative action. Internal review completed November 2020.		
Rackground			

<u>Background</u>

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						
Annual/Reoccurring expenditure?						
If new, specify funding source:						
Other budget impacts: (revenue generating, match requirements, etc.)						
Operations Impact:						
Consistent with current operations/policy? Requires change in current operations/policy? Yes No N/A N/A						
Requires change in current operations/policy?						
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.

Table of Contents

Phase I Code Maintenance - sections of code proposed for minor amendments

- 1. **S**MC 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

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 <u>Table</u> <u>17C.110-1</u> 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 <u>Table 17C.110-1</u> 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 <u>SMC 17C.320.080</u>, ((<u>Design Criteria</u>)) <u>Decision Criteria</u>, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from <u>Table 17C.110-1</u>.

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, 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 <u>Table 17C.124-1</u> 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 <u>chapter 17C.220 SMC</u>, 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**

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)

following matrix serves for informational purposes only and should rpreted as law. Departments may administratively update this matrix for th rmation. See Washington Administrative Code (WAC) chapter 197-11, a visions set forth in this ordinance for specific SEPA exemption rules and regul

EXEMPT	NON-EXE
	×
×	
	EXEMPT

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.
 - ((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**

17G.040.040 (B) Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria

<u>Chapter 17G.040</u> 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 <u>Title 17 SMC</u> 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**

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 <u>chapter 17E.050</u> <u>SMC</u>, Division F; <u>chapter 17G.010 SMC</u>, Division I; and the development codes.
- 2. The director of engineering services or his designee is responsible for <u>chapter 17D.020 SMC</u>, <u>chapter 17D.070 SMC</u>, <u>chapter 17E.010 SMC</u>, <u>chapter 17E.050 SMC</u>, <u>chapter 17G.080 SMC</u>, 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.050 SMC and chapter 17G.080 SMC
- Type of code amendment: **Minor**

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**

17G.070.220 (A) Administration and Procedures; Planned Unit Developments; Vesting

Strikethrough "Title 11 SMC and" (repealed)

<u>Chapter 17G.070</u> 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**

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.
 - 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 IV17E.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.



Todd Beyreuther, President Spokane Plan CommissionMarch 3, 2021

SPOKANE Agenda Sheet	for City Council Meeting of:	Date Rec'd	3/5/2021
03/22/2021		Clerk's File #	ORD C36027
		Renews #	
Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
	DEVELOPMENT		
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 G	rant related? NO	Public Works? NO	
Fiscal Impact			Budget Account	
Neutral	\$		#	
Select	\$		#	
Select	\$		#	
Select	\$		#	
Approv	als		Council Notification	<u>s</u>
Dept He	ad	MEULER, LOUIS	Study Session\Other	PC-9/23/20 & 11/11/20,
				UE 1/11/21, CA 12/3/20
<u>Division</u>	<u>Director</u>	BECKER, KRIS	Council Sponsor	CM Kinnear
<u>Finance</u>		ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>		RICHMAN, JAMES	abeck@spokanecity.org	
For the	<u>Mayor</u>	ORMSBY, MICHAEL	Imeuler@spokanecity.org	
Additional Approvals		tblack@spokanecity.org		
Purchas	sing		jrichman@spokanecity.org	
			sbishop@spokanecity.org	
		The state of the s	1	

City Council Urban Experience Briefing Paper Spokane Municipal Code Maintenance Project - Phase I January 11, 2021

Division & Department:	Planning Services		
Subject:	Code Maintenance - various chapters of Spokane Municipal Code		
Date:	January 11, 2021		
Contact (email & phone):	625-6087 mwittstruck@spokanecity.org		
City Council Sponsor:	Councilmember Mumm		
Executive Sponsor:	Tirrell Black		
Committee(s) Impacted:	Urban Experience		
Type of Agenda item:	Hearing Discussion Strategic Initiative		
Alignment: (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.		
Strategic Initiative:	Continuous Improvement and Innovation, Sustainable City, Customer Service.		
Deadline:	Project Phase I complete March 2021		
Outcome: (deliverables, delivery duties, milestones to meet)	Amend Phase I of Spokane Municipal Code (SMC) for Maintenance in legislative action. Internal review completed November 2020.		
Rackground			

<u>Background</u>

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			
Annual/Reoccurring expenditure?			
If new, specify funding source:			
Other budget impacts: (revenue generating, match requirements, etc.)			
Operations Impact:			
Consistent with current operations/policy? Requires change in current operations/policy? Yes No N/A N/A			
Requires change in current operations/policy?			
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.

Table of Contents

Phase I Code Maintenance - sections of code proposed for minor amendments

- 1. **S**MC 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

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 <u>Table</u> <u>17C.110-1</u> 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 <u>Table 17C.110-1</u> 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 <u>SMC 17C.320.080</u>, ((<u>Design Criteria</u>)) <u>Decision Criteria</u>, is also subject to the standards of this chapter. The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from <u>Table 17C.110-1</u>.

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, 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 <u>Table 17C.124-1</u> 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 <u>chapter 17C.220 SMC</u>, 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**

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)

r following matrix serves for informational purposes only and should rpreted as law. Departments may administratively update this matrix for th rmation. See Washington Administrative Code (WAC) chapter 197-11, a visions set forth in this ordinance for specific SEPA exemption rules and regul

ACTIVITY	EXEMPT	NON-EXE
Rezone		×
Special Permit Use Permit When Project Meets Flexible Thresholds	×	

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.
 - ((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**

17G.040.040 (B) Administration and Procedures; Design Review Board Administration and Procedures; Design Review Criteria

<u>Chapter 17G.040</u> 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 <u>Title 17 SMC</u> 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**

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 <u>chapter 17E.050</u> <u>SMC</u>, Division F; <u>chapter 17G.010 SMC</u>, Division I; and the development codes.
- 2. The director of engineering services or his designee is responsible for <u>chapter 17D.020 SMC</u>, <u>chapter 17D.070 SMC</u>, <u>chapter 17E.010 SMC</u>, <u>chapter 17E.050 SMC</u>, <u>chapter 17G.080 SMC</u>, 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.050 SMC and chapter 17G.080 SMC
- Type of code amendment: **Minor**

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**

17G.070.220 (A) Administration and Procedures; Planned Unit Developments; Vesting

Strikethrough "Title 11 SMC and" (repealed)

<u>Chapter 17G.070</u> 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**

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.
 - 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)) <u>The</u> Design Review Application Handbook, <u>outlining the design review process</u>, <u>with application forms and submission checklists</u>, 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.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
- 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.

- 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.
- 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.

- 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.

- 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.
- 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:

- "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."
- "All stormwater and surface drainage generated on-site must be disposed onsite 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.

- "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."
- "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."
- "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.
- 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 IV17E.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. <u>Shaping Spokane</u>, 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.



Todd Beyreuther, President Spokane Plan Commission

March 3, 2021